

Schedule 5 Not used

Schedule 6 Contract Inception Report **Commercially**
sensitive
information

[REDACTED]

Schedule 7 Charges and payment

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

Annual Management Payment: the payment calculated in accordance with paragraph 3.

Annual Overtime Payment: the payment identified by that name at item 24.2 in Schedule 2 (Pricing Schedule)

Annual Sums Service Payment (Unit Based): the payment calculated in accordance with paragraph 4.

Annual Sums Service Payment (Annual Sum): the payment calculated in accordance with paragraph 5.

Costs: the costs reasonably and properly incurred by the Service Provider in the delivery of the Services as more particularly defined in Schedule 8.

Delivery Site Change Deduction or Increase: the payment calculated in accordance with paragraph 7.

Service Provider Profit: in relation to a period, the difference between the total Charges (excluding any Performance Deductions and any other deductions) and total Costs for the relevant period before interest and tax.

Service Provider Profit Margin: in relation to a period, the Service Provider Profit for the relevant period divided by the total Charges over the same period and expressed as a percentage.

Rates Items: those items received by the Authorities in a period for which the Charges for those items in the Pricing Schedule in Schedule 2 are expressed by way of a unit price or which are calculated by reference to a volume based pricing mechanism and are not included in the Annual Management Payment, the Annual Sums Service Payment (Unit Based) or the Annual Sums Service Payment (Annual Sum).

Rate Items Payment: the payment calculated in accordance with paragraph 6

2. CALCULATION OF THE CHARGES

2.1 The Service Provider shall in accordance with clause 39 submit an invoice for the following core Charges each month during the Term to the Authorities' Authorised Officer which shall include itemised amounts for each of the following:

- (a) the Annual Management Payment calculated in accordance with paragraph 3;

- (b) the Annual Sums Service Payment (Unit Based) calculated in accordance with paragraph 4.1;
 - (c) the Annual Sums Service Payment (Annual Sum) calculated in accordance with paragraph 5;
- 2.2 The Service Provider shall in accordance with clause 39 submit an invoice for the following variable Charges each month during the Term to the Authorities' Authorised Officer which shall include itemised amounts for each of the following:
 - (a) the Annual Sum items 4.1 to 4.3 (Garden Waste Collections), item 9.1 (Assisted Collections), items 10.1-10.5 (Other Non-Domestic Sources), items 11.1-11.2 (Bulky Waste Collection Services), items 12.1-12.2 (Clinical Waste Collection Services), item 13.1 (Absorbent Hygiene Products Collections) (if commissioned by the Authorities) and item 23.1 (Removal and Management of Highways Weeds) (if commissioned by the Authorities) calculated in accordance with paragraph 4.2;
 - (b) the Rate Items Payment calculated in accordance with paragraph 6;
 - (c) any adjustment (credit or debit) to the Charges calculated in accordance with paragraph 7;
 - (d) any Performance Deductions calculated in accordance with Schedule 3;
 - (e) any deductions in relation to Remediation Notices calculated in accordance with Schedule 3; and/or
 - (f) any other deductions in accordance with this agreement, including a deduction for excess profit calculated in accordance with paragraph 10 of this Schedule.
- 2.3 Each of the Charges shall be calculated in accordance with the Pricing Schedule at Schedule 2 and the Pricing Schedule shall not be amended or revised except as a result of an agreed Change in accordance with clause 50 or by the application of Indexation.
- 3. ANNUAL MANAGEMENT PAYMENT**
- 3.1 As the Service Commencement Dates for each of the Authorities are phased over the first 23 months of the Term, the Annual Management Payment invoiced by the Service Provider each month from the Elmbridge Commencement Date until the 23rd month of the Term (inclusive) shall be that sum resulting from multiplying the Annual Management Payment Unit Rate stated in the Pricing Schedule (item 24.1) by the corresponding percentage for that month stated in the table below.

Month	Percentage of the Annual Management Payment Payable Each Month
month1	2.42%
month2	2.42%
month3	2.42%
month4	4.0%
month5	4.0%
month6	4.0%
month7	4.0%
month8	4.0%
month9	6.25%
month10	6.25%
month11	6.25%
month12	6.25%
month13	6.25%
month14	6.25%
month15	7.92%
month16	7.92%
month17	7.92%
month18	7.92%
month19	7.92%
month20	7.92%
month21	7.92%
month22	7.92%
month 23	1/12th

3.2 In respect of month 1 in the table above, where the Service Commencement Date commences on a day other than the first day of a month, the Annual Management Payment for month 1 shall be adjusted based on the proportion which the number of calendar days in the month for which the Service is provided bears to the total number of calendar days in that month.

3.3 From and including month 24 of the Term, the monthly Charge for the Annual Management Payment shall be one-twelfth (1/12) of the Annual Management Unit Rate each month and where the Termination Date falls on a day other than the last day of a month, the Charge shall be adjusted based on the proportion which the number of calendar days in the month for which the Service is provided bears to the total number of calendar days in that month.

4. CALCULATION OF THE ANNUAL SUMS SERVICE PAYMENT (UNIT BASED)

4.1 Subject to paragraph 4.2, the monthly Charge for the Annual Sums Service Payment (Unit Based) shall be calculated as set out below:

- (a) for each Service set out in the Annual Sums Items list in the Pricing Schedule, the product of multiplying (a) the sum of all the units for that Service notified to the Service Provider by the Authorised Officer on the date falling six months prior to the current Contract Year by (b) one-twelfth (1/12) of the corresponding Unit Rate in the Pricing Schedule shall be the monthly Charge;
 - (b) where any Service comprised in the Annual Sums Items list in the Pricing Schedule commences on a day other than the first day of a month or ends on a day other than the last day of a month; the monthly Charge shall be adjusted based on the proportion which the number of days in the month for which the Service is provided bears to the total number of days in that month.
- 4.2 In respect of each of those items set out in paragraph 2.2(a) which are subscription based services and for which the Unit Rate in the Pricing Schedule is not expressed as an Annual Rate, the monthly Charge shall be calculated by multiplying (a) the sum of all those units for each Service item received by or provided on behalf of, the Authorities that month by (b) the applicable unit rate corresponding to that Service item.
- 5. CALCULATION OF THE ANNUAL SUMS SERVICE PAYMENT (ANNUAL SUM)**
- 5.1 With the exception of the Annual Management Payment, the monthly Charge in respect of any Service comprised in the Annuals Sums Items list in the Pricing Schedule which is expressed to be an Annual Sum shall be one-twelfth (1/12) of the corresponding Unit Rate in the Pricing Schedule.
- 5.2 Where any Service comprised in the Annual Sums Items list in the Pricing Schedule commences on a day other than the first day of a month or ends on a day other than the last day of a month; the monthly Charge shall be adjusted based on the proportion which the number of calendar days in the month for which the Service is provided bears to the total number of calendar days in that month
- 6. CALCULATION OF THE RATE ITEMS PAYMENT**
- 6.1 The Rate Items Payment shall be calculated by multiplying (a) the sum of all those units for each Service item received by or provided on behalf of, the Authorities that month by (b) the applicable unit rate corresponding to that Service item.
- 7. DELIVERY SITE CHANGE ADJUSTMENTS**
- 7.1 Where the Authorities re-direct waste tonnages from an existing Delivery Site to an alternative Delivery Site and such re-direction is not a temporary or one-

off redirection, this shall be dealt with in accordance with the Change Control Procedure.

- 7.2 Where the Authorities re-direct waste tonnages from an existing Delivery Site to an alternative Delivery Site and such re-direction is a temporary or one-off redirection, any additional labour or fuel costs incurred by the Service Provider which are directly attributable to the re-direction shall be calculated by the Service Provider on an open-book basis and paid by the Authorities to the Service Provider. Any savings in labour or fuel costs which the Service Provider realises, or should have realised, which are directly attributable to the re-direction shall be calculated by the Service Provider on an open-book basis and paid by the Service Provider to the Authorities.

8. CHANGES TO CHARGES

- 8.1 Any Changes to the Charges shall be developed and agreed by the parties in accordance with Schedule 11 (Change Control Procedure).

9. ANNUAL BASELINE ACTIVITY ADJUSTMENTS

- 9.1 For the purposes of paragraph 4.1(a), no later than 31 October in each Contract Year, and in respect of the first Contract Year, no later than the date falling six months prior to the Elmbridge Commencement Date, the Authorities shall notify the Service Provider for each Service set out in the Annual Sums Items section of the Pricing Schedule which is (a) not expressed to be priced by way of an Annual Sum and (b) not one of the items listed in paragraph 2.2 (a) to be of the sum of all the units for that Service for the next Contract Year for the purposes of determining the Charges that shall apply in accordance with paragraph 4 above.
- 9.2 In determining the sum of such units for the next Contract Year, the Authorised Officer shall have regard to:
- (a) the increase or decrease in the UPRN datasets;
 - (b) the increase or decrease in the USRN datasets; and
 - (c) any new developments which are not reflected in the UPRN or the USRN datasets but which the Authorised Officer considers will require Services to be delivered during the next Contract Year.
- 9.3 Thereafter, any variation in the volume of Services provided during that Contract Year shall be at the risk of the Service Provider.

10. INDEXATION

- 10.1 All Unit Rates set out in the Pricing Schedule in Schedule 2, together with any amounts or sums in this agreement which are expressed to be “subject to Indexation”, shall, unless otherwise specified, be adjusted in accordance with a basket of indices as set out in the provisions of this paragraph 10 to reflect the effects of inflation.
- 10.2 Where Indexation applies, the relevant adjustment shall be applied on the first day of April following the Effective Date and on the first day of April in each subsequent year (each such date an “adjustment date”) and shall be determined by multiplying the relevant amount or sum by the product of:
- (a) the percentage increase or decrease in each applicable index published for the 12 months ended on the 31 January immediately preceding the relevant adjustment date; and
 - (b) the relevant weighting for that applicable index
- as set out in the table below:

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- 10.3 Except as set out in this paragraph 10 or other express provision of this agreement, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise

increase the cost to the Service Provider or Sub-Contractors of the performance of their obligations.

- 10.4 If there is a material change in the nature or basis of any of the indices, or if any of the indices is discontinued, the parties shall seek to agree upon an alternative to that index which as closely replicates that index as is possible, and such consequential changes shall be made to the calculations provided for in accordance with this agreement as are necessary to ensure that all payments to be made pursuant to this agreement shall be the same as if such change had not occurred. Any dispute regarding changes to any index and/or calculations may be referred by either party to the Dispute Resolution Procedure.
- 10.5 If any error or mistake shall occur in the publication for the figures for any of the indices which have been used at any time in any calculation pursuant to this paragraph 10 which is subsequently duly acknowledged and corrected by the Office of National Statistics or the Department of Energy and Climate Change or the relevant body with responsibility for the publication of that index, the calculations in which the incorrect figures were used for the adjustments of any part of any relevant payment or payments under this agreement shall be recalculated using the correct figures. Any dispute regarding any recalculations may be referred at the request of either party to the Dispute Resolution Procedure. Any overpayment or underpayment by either party to the other which has occurred as a result of the incorrect figures shall be paid or repaid by the party to the other within 10 Working Days of the recalculation being agreed or determined (as the case may be).

11. LIMIT ON SERVICE PROVIDER PROFIT MARGIN

11.1

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- 11.2 The Service Provider shall include in each Annual Contract Report delivered to the Authorities in accordance with Schedule 8:
- (a) the Service Provider Profit Margin achieved as at the end of the Contract Year to which the Annual Contract Report is made up (**Achieved Profit Margin**);
 - (b) the Service Provider Profit Margin achieved on a cumulative basis over the Term as at the end of the Contract Year to which the Annual Contract Report is made up (**Cumulative Profit Margin**); and
 - (c) the Anticipated Profit Margin,

and the provisions of Schedule 8 (Financial Reports) shall apply to the approval of the Annual Contract Report.

11.3 If an Annual Contract Report demonstrates, or it is otherwise determined in accordance with the provisions of Schedule 8, that the Cumulative Profit Margin exceeds the Anticipated Profit Margin, then:

- (a) one third (1/3) of the excess shall be paid within 10 Working Days to the Authorities by the Service Provider;
- (b) one third (1/3) of the excess shall be retained by the Service Provider;
- (c) the remaining third (1/3) of the excess shall be held as part of separately identified and ring-fenced funds known as the Innovation Fund held by the Service Provider on behalf of the Authorities for the purposes of funding 'spend to save' initiatives or other improvements to the Services or any other similar initiative, in all cases as agreed by the Contract Partnering Board;
- (d) the Service Provider shall, within 10 Working Days of delivery to the Authorities of the Annual Contract Report, propose such adjustments to the Charges to be considered at the next meeting of the Contract Partnering Board as will ensure that the Cumulative Profit Margin will not exceed the Anticipated Profit Margin;
- (e) the Authorities acting through the Contract Partnering Board (acting reasonably) may agree or reject (with reasons) the proposed adjustments;
- (f) the Service Provider shall propose revised adjustments within 10 Working Days of receiving those reasons; and
- (g) if the parties cannot agree such revised adjustments within 10 Working Days, the parties shall refer the dispute for determination in accordance with the Dispute Resolution Procedure.

11.4 Pending agreement of a proposed adjustment to the Charges pursuant to this paragraph 11, the Charges then in force shall continue to apply. Once the adjustments to the Charges are agreed or otherwise determined in accordance with paragraph 11.3, the parties shall document the adjustment in a Change Control Note and the adjusted Charges shall apply with effect from the date as is specified in the Change Control Note.

12. AUTHORITIES' PREMISES CHANGE ADJUSTMENTS

12.1 If the Service Provider is not permitted by EBC to access the Elmbridge Depot, Mill Road, Esher one hour prior to the times set out in the table below, the Service Provider shall have the right to charge the Authorities the Annual

Overtime Payment from the date on which the access restrictions take effect.
This will be effected in accordance with the Change Control Procedure.

Day	Time
Monday-Friday (excluding Bank Holidays)	06.30
Saturday	06.30
Sunday	08.00
Bank Holidays	06.30

Schedule 8 Financial Reports

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

Annual Contract Report: the annual contract report to be provided by the Service Provider to the Authorities in accordance with paragraph 4 of this Schedule.

Contract Amendment Report: the contract amendment report to be provided by the Service Provider to the Authorities in accordance with paragraph 4 of this Schedule.

Contract Inception Report: the initial financial model prepared by the Service Provider and submitted as part of the Service Provider's Tender setting out the Resources, the Costs and Service Provider Profit Margin forecast by the Service Provider.

Costs: the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Service Provider in providing the Services:

- (a) the cost to the Service Provider of engaging the Service Provider Personnel, including:
 - (i) base salary paid to the Service Provider's Personnel;
 - (ii) employer's national insurance contributions;
 - (iii) employer's pension contributions;
 - (iv) car allowances; and
 - (v) any other contractual employment benefits;
 - (vi) staff training;
 - (vii) work place accommodation;
 - (viii) equipment reasonably necessary to perform the services (but not including items included within limb (b) below); and
 - (ix) reasonable recruitment costs, as agreed with the Authorities;
 - (x) any levy imposed by the government such as the apprenticeship levy;
- (b) costs incurred in respect of those Assets which are detailed on the Asset Register and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Assets by the Service Provider to the Authorities or (to the extent that risk and title in any

Asset is not held by the Service Provider) any cost actually incurred by the Service Provider in respect of those Assets;

- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Service Provider in the delivery of the Services (including where applicable, Sub-Contractor costs;

but excluding:

- (d) Overhead;
- (e) financing or similar costs;
- (f) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise;
- (g) taxation;
- (h) fines and penalties;
- (i) amounts payable under Schedule 12 (Benchmarking);
- (j) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

Final Reconciliation Report: the final reconciliation report to be provided by the Service Provider to the Authorities in accordance with paragraph 4 of this Schedule.

Financial Reports: the reports listed in the table in paragraph 4.1.

Financial Representative: a reasonably skilled and experienced member of the Service Provider's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports.

Financial Transparency Objectives: has the meaning set out in paragraph 2 of this Schedule.

Open Book Data: means complete and accurate financial and non-financial information, books, records and prime documents such as invoices (amongst others) which is sufficient to enable the Authorities to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term and the Commercial Waste Collection Service Income already received or receivable and forecast to be receivable during the remainder of the Term, including details and all assumptions relating to:

- (a) the Service Provider's Costs broken down against each Service and each Authority Area within the Authorities' Area;

- (b) the Service Provider's revenues broken down against each Service and each Authority Area within the Authorities' Area;
- (c) operating expenditure relating to the provision of the Services including an analysis showing:
 - (i) Overheads;
 - (ii) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
 - (iii) the Service Provider profit achieved over the Term and on an annual basis;
 - (iv) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Service Provider;
 - (v) the actual Costs profile and revenue profile for each month
 - (vi) details of any reserves held, together with a commentary setting out the purpose of and policy relating to such reserves, including how the balances are applied and any surplus released.

Overhead: those amounts which are intended to recover a proportion of the Service Provider's indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Service Provider Personnel and accordingly included within limb (a) of the definition of "Costs".

Service Provider Profit Margin: is defined in paragraph 1 of Schedule 7.

2. FINANCIAL TRANSPARENCY OBJECTIVES

- 2.1 The Service Provider acknowledges that the provisions of this Schedule are designed to facilitate, and the Service Provider shall co-operate with the Authorities in order to achieve, the following objectives:
- (a) for the Authorities to understand the Charges sought from each of them by the Service Provider including an analysis of the Costs, Overhead recoveries (where relevant), revenues (where relevant) and the Service Provider Profit Margin;
 - (b) for the Authorities to understand the Commercial Waste Collection Service Income paid by the Service Provider to them, including an analysis of the Costs, Overhead recoveries (where relevant), revenues and the Service Provider Profit Margin

- (c) for both parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Service Provider's Charges and/or Commercial Waste Collection Service Income;
- (d) for both parties to be able to review and address issues with the provision of the Services;
- (e) for the parties to challenge each other with ideas for efficiency and improvements; and
- (f) to enable the Authorities to demonstrate that they are achieving value for money,

(together the **Financial Transparency Objectives**).

3. OPEN BOOK DATA

3.1 The Service Provider acknowledges the importance to the Authorities of the Financial Transparency Objectives, the Authorities' need for complete transparency in the way in which the Charges are calculated and the Authorities' obligation to comply with transparency Law.

3.2 During the Term, and for a period of 7 years following the end of the Term, the Service Provider shall:

- (a) maintain and retain the Open Book Data; and
- (b) disclose and allow the Authorities and/or its auditors access to the Open Book Data.

3.3 The Service Provider shall indemnify and keep indemnified the Authorities in full against all losses, claims, damages, liabilities, costs and expenses (including reasonable legal costs incurred by the Authorities) in respect of any breach by the Service Provider of this paragraph 3.

4. PROVISION OF THE FINANCIAL REPORTS

4.1 The Service Provider shall provide during the Term the following financial reports to the Authorities, in the frequency specified below:

Financial Report	When to be provided
Contract Amendment Report	Within 1 month of a material Change being agreed between the Service Provider and the Authorities
Quarterly Contract Report	Within 1 month of the end of each quarter

Annual Contract Report	Within 1 month of the end of the Contract Year to which that report relates
Final Reconciliation Report	Within 6 months after the end of the Term

- 4.2 The Service Provider shall provide to the Authorities the Financial Reports in the same software package (Microsoft Excel or Microsoft Word), layout and format as the Service Provider's Contract Inception Report provided to the Authorities by the Service Provider as part of the Service Provider's Tender.
- 4.3 A copy of each Financial Report shall be held by both the Authorities and the Service Provider. If there is a Dispute regarding a Financial Report, the Authorities' copy of the relevant Financial Report shall be authoritative.
- 4.4 Each Financial Report shall:
- (a) be completed by the Service Provider using reasonable skill and care;
 - (b) incorporate and use the same defined terms as are used in this agreement;
 - (c) quote all monetary values in pounds sterling;
 - (d) quote all Costs as exclusive of any VAT; and
 - (e) quote all Costs and Charges and Commercial Waste Collection Service Income based on current prices,
- having been prepared in conformity with generally accepted accounting principles within the United Kingdom (UK GAAP).
- 4.5 Each Annual Contract Report and the Final Reconciliation Report shall be certified by the Service Provider's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authorities in advance of issue of the relevant Financial Report), acting with express authority, as:
- (a) being accurate and not misleading;
 - (b) having been prepared in conformity with generally accepted accounting principles within the United Kingdom;
 - (c) being a true and fair reflection of the information included within the Service Provider's management and statutory accounts; and
 - (d) compliant with the requirements of paragraph 4.6, and
- shall, at the request of the Authorities, be certified by an auditor as being in accordance with the underlying books and records, and on which certification the Authorities shall be entitled to rely.
- 4.6 The Service Provider shall:

- (a) prepare each Financial Report using the same methodology as that used for the Contract Inception Report;
 - (b) ensure that each Annual Contract Report and each Contract Amendment Report (if any) is a true and fair reflection of the Revenues (if any), Costs and Service Provider Profit Margin forecast by the Service Provider;
 - (c) the Final Reconciliation Report is a true and fair reflection of the Costs; and
 - (d) not have any other internal financial model in relation to the Services inconsistent with the Financial Model.
- 4.7 During the Term, and for a period of 18 months following the end of the Term, the Service Provider shall make available the Financial Representative at reasonable times and on reasonable notice to answer any queries that the Authorities may have on any of the Financial Reports and/or Open Book Data.
- 4.8 If the Service Provider becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the following:
- (a) the Costs incurred (or those forecast to be incurred) by the Service Provider;
 - (b) the forecast Charges for the remainder of the Term, and/or
 - (c) the forecast Commercial Waste Collection Service Income for the remainder of the Term,

the Service Provider shall, as soon as practicable, notify the Authorities in writing of the event in question detailing the actual or anticipated effect. For the avoidance of doubt, notifications provided in accordance with this paragraph shall not have the effect of amending any provisions of this agreement.

5. FINANCIAL MODEL

- 5.1 Following the delivery by the Service Provider of each Annual Contract Report and any Contract Amendment Report:
- (a) the parties shall meet to discuss its contents within 20 Working Days of receipt (or such other period as the parties shall agree). The Financial Representative shall attend the meeting;
 - (b) the Service Provider shall make appropriate Service Provider Personnel and advisers available to discuss any variations between the relevant Financial Report and the Contract Inception Report or immediately preceding Annual Contract Report or Contract Amendment Report (as the case may be) and to explain such

variations (with reference to supporting evidence) to the satisfaction of the Authorities; and

(c) the Authorities shall either within 20 Working Days of the meeting referred to in paragraph 5.1 (a) notify the Service Provider that:

(i) the relevant Financial Report contains errors or omissions or that further explanations or supporting information is required, in which event the Service Provider shall make any necessary modifications to the Financial Report and/or supply the Authorities with such supporting evidence as is required to address the Authorities' concerns within 10 Working Days of such notification and the Authorities shall following receipt of such amended Financial Report and/or supporting information, approve or reject such Financial Report; or

(ii) the Authorities have approved the relevant Financial Report.

5.2 Following approval by the Authorities of the relevant Financial Report in accordance with paragraph 5.1(c)(ii), that version shall become, with effect from the date of such approval, the current approved version of the Financial Report for the purposes of this agreement, a version of which shall be held by both the Authorities and the Service Provider. If there is a dispute regarding a Financial Report, the Authorities' copy of the relevant Financial Report shall be authoritative.

5.3 If the parties are unable to reach agreement on any Financial Report within 30 Working Days of its receipt by the Authorities, the matter shall be referred for determination in accordance with clause 52 (Dispute Resolution Procedure).

6. DISCUSSION OF QUARTERLY CONTRACT REPORTS AND FINAL RECONCILIATION REPORT

6.1 Following the delivery by the Service Provider of each Quarterly Contract Report, the parties shall meet to discuss its contents within 20 Working Days of receipt (or such other period as the parties shall agree). The Financial Representative shall attend the meeting.

6.2 Following the delivery by the Service Provider of the Final Reconciliation Report, the parties shall meet to discuss its contents within 20 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

7. KEY SUB-CONTRACTORS

- 7.1 The Service Provider shall, if requested by the Authorities, provide (or procure the provision of) a report or reports including the level of information set out in the Financial Reports in relation to the costs and expenses to be incurred by any of its key Sub-Contractors.
- 7.2 Without prejudice to paragraph 7.1, the Service Provider shall:
- (a) be responsible for auditing the financial models/reports of its key Sub-Contractors and for any associated costs and expenses incurred or forecast to be incurred; and
 - (b) on written request by the Authorities, provide the Authorities or procure that the Authorities are provided with:
 - (i) full copies of audit reports for the key Sub-Contractors. The Authorities shall be entitled to rely on such audit reports; and
 - (ii) further explanation of, and supporting information in relation to, any audit reports provided.

Schedule 9 Contract management

1. AUTHORISED REPRESENTATIVES

1.1 The Authorities' initial Authorised Officer:

S40 Personal data

1.2 The Service Provider's initial Representative:

S40 Personal data

2. CONTRACT MANAGEMENT STRUCTURE

2.1 It is proposed that there are two tiers to the contract management of this agreement:

- (a) day to day liaison between the Service Provider's Representative and the Authorities' Authorised Officer together with monthly meetings in accordance with paragraph 2.2 below;
- (b) the Contract Partnering Board which will meet quarterly (or more frequently during the early stages and critical phases of the mobilisation and/or delivery of the Services) and which it will be expected that senior management from the Service Provider and from the Authorities will attend; and the membership of which shall be in accordance with paragraph 2.5.

2.2 In addition to day to day liaison, the Service Provider's Representative and the Authorised Officer shall meet monthly within 15 Working Days of the end of each month (unless otherwise agreed) to:

- (a) review and agree the content of the Performance Management Report and the Service Report;
- (b) review and resolve any issues associated with the monthly invoice submitted by the Service Provider in accordance with clause 39.4 and Schedule 7 (Charges and Payment) in relation to the Charges, Performance Deductions and/or the Commercial Waste Collection Service Income (or any other matters);
- (c) review and agree performance trends which shall be included in the quarterly summaries of the Performance Management Report and the Service Report; and
- (d) determine enforcement and communications requirements to support service delivery and performance for the next quarter.

2.3 The Contract Partnering Board shall meet quarterly, and more frequently during the mobilisation of this agreement and of the Services, and (unless otherwise agreed):

- (a) the meeting shall take place within 5 Working Days of the Performance Management Report being issued by the Service Provider;
- (b) take place at such location and time (within normal business hours) as the Authorities shall reasonably require (unless otherwise agreed in advance).

2.4 The Contract Partnering Board shall, at its quarterly meeting,:

- (a) receive and agree the Service Report;
- (b) discuss performance trends as part of quarterly summaries of the Performance Management Report and the Service Report;
- (c) to commission, receive, consider and implement proposals in relation to improving Services, including but not limited to those provided by the Service Provider in accordance with clause 53.2 (Continuous Improvement);
- (d) developing protocols to effectively and efficiently co-ordinate the activities of the Service Provider with those of other service providers providing services to one or more of the Authorities to support a joined-up approach to public service delivery;
- (e) using recognised techniques to identify and where possible, reduce or design out inefficiencies in the delivery of the Services;
- (f) to provide a forum for joint strategic discussion and consideration of all aspects of this agreement.
- (g) receive the Annual Service Report and the Annual Service Improvement Plan;
- (h) act as the first tier in the Dispute Resolution Procedure;
- (i) establish, improve and define nature of partnership;
- (j) set priorities; and
- (k) recognise changes that are essential for future service delivery.

2.5 The members of the Contract Partnering Board shall be nominated by the Authorities and the Service Provider, which must include at least two representatives of the Authorities, at least two representatives of the Service Provider and at least one representative of Surrey County Council in its capacity as the Waste Disposal Authority and where applicable the Highway Authority. The Authorised Officer and the Service Provider's Representative shall be members but shall have no voting rights in relation to the first tier Dispute Resolution Procedure.

3. PERFORMANCE REPORTING

- 3.1 Within 10 Working Days of the end of each month, the Service Provider shall provide a report to the Authorities' Authorised Officer which summarises the performance by the Service Provider against each of the KPIs for that month just ended (the **Performance Management Report**).
- 3.2 The Performance Management Report shall be in such format approved by the Authorised Officer from time to time and shall contain:
- (a) for each KPI, the actual performance achieved over the relevant month, and the Performance Deductions to be applied in respect of any KPI failure;
 - (b) in respect of any Service Failure:
 - (i) which Service Failures remain outstanding and progress in resolving them;
 - (ii) the cause of the relevant Service Failure and the action being taken to reduce the likelihood of recurrence;
 - (iii) the status of any outstanding recovery plan processes, including whether or not a recovery plan has been agreed; and where a recovery plan has been agreed, a summary of the Service Provider's progress in implementing that recovery plan;
 - (iv) for any repeat Service Failures, actions taken to resolve the underlying cause and prevent recurrence;
 - (v) details of any deductions arising from such Service Failure in accordance with this agreement.
- 3.3 At the end of each quarter, the Service Provider shall provide a summary of the previous monthly Performance Management Reports for that quarter just ended, which shall be reviewed and agreed by the Contract Partnering Board.
- 3.4 The Authorities shall be entitled to raise any additional questions and/or request any further information from the Service Provider regarding any KPI failure or Service Failure.
- 4. SERVICE REPORT**
- 4.1 Within 10 Working Days of the end of each month, the Service Provider shall provide a report in such form as agreed between the Authorised Officer and the Service Provider Representative from time to time and shall contain (but not be limited to) the information relating to the performance of the Services and this agreement more generally over that month just ended as set out below (**Service Report**):

- (a) financial indicators;
- (b) performance against all KPIs;
- (c) the total weight of collected waste, broken down by each stream of waste; broken down by round, and further broken down by day and by material;
- (d) performance against the Local Performance Indicators (LPIs);
- (e) the Delivery Sites in respect of such collected recyclable waste;
- (f) workforce matters;
- (g) health and safety indicators, including but not limited the number of RIDDOR incidents by category, number of near misses, failure to rectify any reported minor safety issue;
- (h) Service User complaints and compliments reported to the Authorities and to the Service Provider by type; and
- (i) performance against the Service Provider's obligation to pay its Sub-Contractors within 30 days of receipt of an undisputed invoice.

5. ANNUAL SERVICE REPORT

- 5.1 The Service Provider shall provide an Annual Service Report to the Authorities by way of a submission to the Contract Partnering Board as provided for in the Specification as may be supplemented by the Service Provider's Tender.

6. ANNUAL SERVICE IMPROVEMENT PLAN

- 6.1 The Service Provider shall provide an Annual Service Improvement Plan to the Authorities by way of a submission to the Contract Partnering Board as provided for in the Specification as may be supplemented by the Service Provider's Tender.

7. PERFORMANCE RECORDS

- 7.1 The Service Provider shall keep appropriate documents and records (including staff records, timesheets, training programmes, staff training records, supplier accreditation records, complaints received etc.) in relation to the Services being delivered. The records and documents of the Service Provider shall be available for inspection by the Authorities and/or their nominee(s) at any time and the Authorities and/or their nominee(s) may make copies of any such records and documents.
- 7.2 In addition to the requirement in paragraph 7.1 to maintain appropriate documents and records, the Service Provider shall provide to the Authorities

such supporting documentation as the Authorities may reasonably require in order to verify the level of the performance of the Service Provider both before and after each Service Commencement Date and the calculations of the amount of Performance Deductions for any specified period.

- 7.3 The Service Provider shall ensure that the Performance Management Report, the Service Report and any variations or amendments to it, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authorities are available to the Authorities on-line and are capable of being printed.

8. PERFORMANCE VERIFICATION

The Authorities reserve the right to verify, or procure the verification of, the Service Provider's performance of its obligations against the KPIs, and reporting of the same to the Authorities, under this agreement.

Schedule 10 Service Continuity Plan

Commercially sensitive information



Schedule 11 Change control

1. GENERAL PRINCIPLES

- 1.1 Where the Authorities or the Service Provider sees a need to change this agreement, the Authorities may at any time request, and the Service Provider may at any time propose, such Change only in accordance with the Change Control Procedure set out this Schedule.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Authorities and the Service Provider shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Authorities and the Service Provider in connection with a request or recommendation or proposal before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Service Provider and the Service Provider's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule, shall be undertaken entirely at the expense and liability of the Service Provider.

2. PROCEDURE

- 2.1 Discussion between the Authorities and the Service Provider concerning a Change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this agreement by the Authorities; or
 - (c) a recommendation to change this agreement by the Service Provider.
- 2.2 Where a written request for an amendment is received from the Authorities, the Service Provider shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Service Provider to the Authorities within 20 Working Days, unless otherwise agreed, of the date of the request.
- 2.3 A recommendation to amend this agreement by the Service Provider shall be submitted directly to the Authorities in the form of two copies of a Change Control Note signed by the Service Provider at the time of such recommendation. The Authorities shall give their response to the Change Control Note, unless otherwise agreed, within 20 Working Days.

2.4 Each Change Control Note shall contain:

- (a) the title of the Change;
- (b) the originator and date of the request or recommendation for the Change;
- (c) the reason for the Change;
- (d) full details of the Change, including any specifications;
- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the KPIs;
 - (v) the Delivery Sites;
 - (vi) the Commercial Waste Collection Service Income;
 - (vii) the documentation to be provided;
 - (viii) the training to be provided;
 - (ix) working arrangements;
 - (x) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note; and
- (j) provision for signature by the Authorities and the Service Provider.

2.5 For each Change Control Note submitted by the Service Provider the Authorities shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Authorities and return one of the copies to the Service Provider; or

(iii) notify the Service Provider of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Authorities and by the Service Provider shall constitute an amendment to this agreement.

Schedule 12 Benchmarking

1. INTERPRETATION

The definitions in this paragraph apply in this Schedule.

Benchmark Review: shall have the meaning in paragraph 2.

Benchmarked Services: the Services within the scope of the Benchmark Review, which may be the whole or any part of the Services as determined by the Authorities.

Benchmarker: the independent third party appointed by agreement of the parties under paragraph 4 of this Schedule 12.

Benchmarking Report: the report produced by the Benchmarker following a Benchmark Review.

Comparison Sample: a sample of organisations providing Equivalent Services identified in accordance with paragraph 5.1(e) of this Schedule 12.

Equivalent Services: services that are identical, or similar in all material respects, to the Benchmark Services (including in terms of scope, specification, volume and quality of performance) that are generally available within the UK and are supplied to a customer with a district similar in size and nature to that of the Authorities over a similar period.

Median Price: in relation to the Equivalent Services provided by a Comparison Sample, the median price of the relevant services over the previous 12-month period. In the event that there are an even number of organisations in the Comparison Sample then the Median Price will be the arithmetic mean of the middle two prices.

2. BENCHMARK REVIEW

2.1 The Authorities may, by written notice, require a Benchmark Review of the Services in accordance with the provisions of this Schedule 12.

2.2 During the Initial Term:

- (a) there shall be a maximum of two Benchmark Reviews;
- (b) the first Benchmark Review shall not take place before the fifth anniversary of the first Service Commencement Date; and
- (c) any subsequent Benchmark Review must be at least 24 months after the previous one.

2.3 If this agreement is extended beyond the Initial Term, the Authorities may require a Benchmark Review of the Services at any time, provided that any such Benchmark Review is at least 36 months after the previous one.

- 2.4 Subject to paragraph 2.7, if any Benchmark Review determines that the Charges or the Commercial Waste Collection Service Income do not represent Good Value (as defined in paragraph 3.2), then the Service Provider shall, in accordance with Schedule 11 (Change Control) and within three months of completion of the Benchmark Review or final determination in the event of a Dispute, make a proposal for a changes to the Services or to the Charges or to the Commercial Waste Collection Service Income so that the Charges or the Commercial Waste Collection Service Income represent Good Value in accordance with the recommendations of the Benchmarker under paragraph 6.1(c).
- 2.5 On receipt of the proposal from the Service Provider under paragraph 2.4 the Authorities shall have the option to:
- (a) accept the new proposal in which case the Parties shall record the change in accordance with Schedule 11; or
 - (b) reject the proposal and require the Service Provider to make a new proposal in accordance with paragraph 2.4; or
 - (c) reject the proposal and elect to (i) continue to receive the Services on the existing basis or (ii) exercise its right of termination at clause 70 (Termination on Notice).
- 2.6 If paragraph 2.5(b) applies, the Service Provider shall make a new proposal until such time as the Authorities notify the Service Provider that the new proposal is either accepted in accordance with paragraph 2.5(a) or rejected in accordance with paragraph 2.5(c).
- 2.7 If either party reasonably believes the Benchmarker has not complied with the provisions of this Schedule 12 in any material respects, or that the Benchmarker has made a manifest error in determining the results of the Benchmark Review, that party may dispute the Benchmark Report and the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

3. PURPOSE AND SCOPE OF BENCHMARK REVIEW

- 3.1 The purpose of a Benchmark Review shall be to establish whether the Services which are within the scope of that Benchmark Review are **Good Value**.
- 3.2 The Benchmarked Services as a whole shall be Good Value if the Charges attributable to the Services (or in the case of the Commercial Waste Collection Service, the Commercial Waste Collection Service Income), having regard to the KPIs, do not exceed the Median Price for Equivalent Services provided by a Comparison Sample.

4. APPOINTMENT OF BENCHMARKER

- 4.1 Each Benchmark Review shall be performed by an independent third party appointed by agreement between the parties. If the parties cannot agree on the independent third party within 20 Working Days of receipt by the Service Provider of the Authorities' written request, then the parties agree that the appointment of the Benchmarker shall be referred to and determined by the President of the Chartered Institute of Wastes Management.
- 4.2 The Authorities have the right at any time to require the Benchmarker to enter into an appropriate and reasonable confidentiality undertaking directly with it.
- 4.3 Each party shall bear its own costs relating to a Benchmark Review, save that the costs and expenses of the Benchmarker shall be shared equally by the parties.
- 4.4 The Benchmarker shall conduct the Benchmark Review by applying the following general principles and criteria:
- (a) benchmarking shall be carried out in an independent and objective manner;
 - (b) the Benchmarker shall be jointly instructed by the parties;
 - (c) benchmarking shall be truly comparative in respect of the Services and KPIs;
 - (d) benchmarking shall be structured and undertaken in a way that causes the minimum disruption possible; and
 - (e) immediately following selection of the Benchmarker, the parties and the Benchmarker shall agree the general principles and method of benchmarking.
- 4.5 The Service Provider shall not be deemed to be in breach for any failure to perform any obligation under this agreement (nor will it be liable for Performance Deductions) where such failure results from any disruption to the Service Provider's performance as a result of disruption caused by the Benchmarker.

5. BENCHMARKING PROCESS

- 5.1 The Service Provider's instructions to the Benchmarker shall require the Benchmarker to produce, and to send to each party for approval, a draft plan for the Benchmark Review within 20 Working Days after the date of appointment of the Benchmarker. The plan shall include:
- (a) the scope of the Services included within the Benchmarking Review, where the Benchmarking Review is not for the whole of the Services;

- (b) a proposed timetable for the Benchmark Review (including for delivery of the Benchmarking Report);
- (c) a description of the information that the Benchmarker requires each party to provide;
- (d) a description of the benchmarking methodology to be used; and
- (e) details of any organisations providing Equivalent Services which the Benchmarker proposes, having consulted with the Service Provider and the Authorities (and including any organisations providing Equivalent Services reasonably proposed by the Service Provider), are included within the Comparison Sample.

5.2 In carrying out the benchmarking analysis, the Benchmarker shall have regard to the following matters when performing a comparative assessment of the Benchmarked Services:

- (a) the contractual and business environment under which the Equivalent Services are being provided;
- (b) any front-end investment and development costs;
- (c) the Service Provider's and the Authorities' respective risk profiles, including the financial, performance or liability risk (including any limitation or exclusion or limitation of the Service Provider's liability under this agreement) associated with the provision of the Equivalent Services as a whole; and
- (d) any other factors reasonably identified by the parties which, if not taken into consideration, could unfairly cause the Service Provider's pricing to appear non-competitive.

5.3 Each party shall give notice in writing to the Benchmarker and to the other party within 20 Working Days after receiving the draft plan, advising whether it approves the draft plan or, if it does not approve the draft plan, suggesting amendments to that plan. Neither party may unreasonably withhold its approval of the draft plan and any suggested amendments shall be reasonable.

5.4 Where a party suggests amendments to the draft plan under paragraph 5.3, the Benchmarker shall, if it believes the amendments are reasonable, produce an amended draft plan. Paragraph 5.2 shall apply to any amended draft plan. If the Benchmarker believes that the suggested amendments are not reasonable then the Benchmarker shall discuss the amendments with the parties to reach a resolution. If the parties are unable to agree a resolution within 20 Working Days of the matter first being referred to each of them by the Benchmarker for discussion, then such matter shall be resolved in accordance with the Dispute Resolution Procedure.

- 5.5 Failure by a party to give notice under paragraph 5.3 shall be treated as approval of the draft plan by that party.
- 5.6 Once the plan is approved by both parties, the Benchmarker shall carry out the Benchmark Review in accordance with it. Each party shall, to the extent it is not precluded from doing so by confidentiality obligations owed to third parties, provide the information described in the plan, together with any additional information reasonably required by the Benchmarker.
- 5.7 The Benchmarker shall share with the parties, in an even-handed manner, all data relating to the Benchmarking and the Benchmarking Report to the extent that it is lawfully able to do so.
- 5.8 In conducting the Benchmark Review, the Benchmarker shall apply correction factors to the information to take account of reasons for difference in accordance with his professional judgement. Such normalisation information shall be available for approval by the parties before the production of the Benchmarking Report.
- 5.9 The Benchmarker shall perform the Benchmark Review in a fully transparent and open manner, and shall promptly provide the Authorities and the Service Provider with full details of all data (including financial data on an open book basis) and methodologies employed at all stages of the Benchmark Review.

6. BENCHMARK REPORT

- 6.1 The Benchmarker shall prepare a Benchmark Report setting out its findings. Those findings shall:
- (a) include a finding as to whether or not the Benchmarked Services as a whole are Good Value;
 - (b) include other findings regarding the quality and competitiveness or otherwise of the Services; and
 - (c) if the Benchmarked Services as a whole are not Good Value, specify the changes that would be required to the Services, and to the Charges and/or the Commercial Waste Collection Service Income, that would be required to make the Benchmarked Services Good Value.
- 6.2 If the Benchmark Report states that the Services, Charges, Commercial Waste Collection Service Income or KPIs (or any part of them) that are benchmarked are not Good Value then paragraph 2.4 shall apply.

Schedule 13 Exit Management Plan

Commercially sensitive information



Schedule 14 TUPE (Second Generation Transfer)

1. INTERPRETATION

The definitions in this paragraph apply in this Schedule:

Administering Authority: Surrey County Council acting in its capacity as the administering authority of the LGPS for the purposes of the LGPS Regulations.

Admission Agreement: the agreement(s) to be entered into in accordance with regulation 3 of the LGPS Regulations, as amended, by the Administering Authority, each of the Authorities and the Service Provider or Sub-Contractor, as appropriate in the Administering Authority's standard form as set out in Schedule 22.

Appropriate Pension Provision: in respect of Eligible Employees, either:

- (a) membership, continued membership or continued eligibility for membership of their Legacy Scheme (or the LGPS where their Legacy Scheme is not the LGPS); or
- (b) membership or eligibility for membership of a pension scheme, which is certified by the Government Actuary's Department (GAD) as providing benefits that are broadly comparable to the terms of their Legacy Scheme.

Eligible Employees: the Transferring Employees who are former employees of any one of the Authorities or other local authority and who were active members of (or who were eligible to join) the LGPS (or a scheme certified by GAD as providing benefits that are broadly comparable to the LGPS) on the date of a previous Relevant Transfer of the Services.

Employment Liabilities: all claims, including claims without limitation for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.

Fund: the Surrey LGPS Pension Fund.

Guarantee: the Guarantee to be executed in the Administering Authority's standard form set out in Schedule 23 under paragraph 6.3.

Initial Contribution Rate: that percentage of Pensionable Pay of the Eligible Employees payable as at the Service Transfer Date

Legacy Scheme: the pension scheme of which the Eligible Employees are members, or are eligible for membership of, or are in a waiting period to become a member of, prior to the Relevant Transfer.

LG Compensation Regulations: the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006 (as amended from time to time).

LGPS: Local Government Pension Scheme established pursuant to regulations made in the exercise of powers under sections 7 and 12 of the Superannuation Act 1972 (as amended from time to time).

LGPS Regulations: the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) as amended from time to time.

Pensionable Pay: has the same definition as that given in regulation 20 of the LGPS Regulations.

Relevant Employees: those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Authorities, or one of them, or a Replacement Contractor by virtue of the application of TUPE.

Service Provider's Final Staff List: the list of all the Contractor's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date.

Service Provider's Provisional Staff List: the list prepared and updated by the Service Provider of all the Service Provider's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list.

Service Transfer Date: the date on which the Services (or any part of the Services), transfer from the Service Provider or Sub-Contractor to the Authorities, or any one of them, or any Replacement Service Provider.

Staffing Information: in relation to all persons detailed on the Service Provider's Provisional Staff List, in an anonymised format, such information as the Authorities may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services.

Transferring Employees: employees of the Incumbent Contractor(s) whose contracts of employment transfer with effect from the relevant Service Commencement Date to the Service Provider or Sub-Contractor by virtue of the application of TUPE.

2. **TRANSFER OF EMPLOYEES TO THE SERVICE PROVIDER ON THE RELEVANT SERVICE COMMENCEMENT DATE**

- 2.1 The Authorities and the Service Provider agree that where the identity of the provider of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment of any Transferring Employees shall transfer to the Service Provider or Sub-Contractor. The Service Provider shall comply and shall procure that each Sub-Contractor shall comply with their obligations under TUPE. In respect of each of the Authorities, a Relevant Transfer shall occur on each of the Service Commencement Dates. The first Relevant Transfer shall occur on the Elmbridge Commencement Date.
- 2.2 The Authorities give no assurances or warranty as to the accuracy of information regarding persons employed or engaged in the provision of the Services by the Incumbent Contractor(s) or any other service provider(s) prior to a Service Commencement Date and provided in the Authorities' invitation to submit final tender documents.
- 2.3 The Service Provider shall be liable for and indemnify and keep indemnified the Incumbent Contractor(s) against any Employment Liabilities arising from or as a consequence of:
- (a) any proposed changes to terms and conditions of employment the Service Provider or Sub-Contractor may consider making on or after a Service Commencement Date;
 - (b) any of the employees informing the Incumbent Contractor(s) they object to being employed by the Service Provider or Sub-Contractor; and
 - (c) any change in identity of the Transferring Employees' employer as a result of the operation of TUPE or as a result of any proposed measures the Service Provider or Sub-Contractor may consider taking on or after the relevant Service Commencement Date.
- 2.4 The Service Provider shall be liable for and indemnify and keep indemnified the Incumbent Contractor(s) against any failure to meet all remuneration, benefits, entitlements and outgoings for the Transferring Employees, and any other person who is or will be employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance contributions, pension contributions, termination costs and otherwise from and including each Service Commencement Date.
- 2.5 The Service Provider shall immediately on request by the Authorities and/or the Incumbent Contractor(s) provide details of any measures that the Service Provider or any Sub-Contractor envisages it will take in relation to any Transferring Employees, including any proposed changes to terms and conditions of employment. If there are no measures, the Service Provider will give confirmation of that fact, and shall indemnify the Incumbent

Contractor(s) against all Employment Liabilities resulting from any failure by it to comply with this obligation.

3. UNION RECOGNITION

- 3.1 The Authorities shall use all reasonable endeavours to procure that in relation to each Authority, the Incumbent Contractor shall supply to the Service Provider as soon as reasonably practicable and no later than 20 Working Days prior to the relevant Service Commencement Date copies of its union recognition agreements.
- 3.2 The Service Provider shall, and where applicable, shall procure that each Sub-Contractor shall, in accordance with TUPE, recognise the trade unions representing the Transferring Employees as of the relevant Service Commencement Date to the same extent as they were recognised by the Incumbent Contractor prior to the Relevant Transfer.
- 3.3 If the identity of a Sub-Contractor changes during the Term and this constitutes a Relevant Transfer, the Service Provider shall procure that the replacement Sub-Contractor(s) shall, in accordance with TUPE, recognise the trade unions representing the employees of that Sub-Contractor as of the relevant Service Commencement Date to the same extent as they were recognised by the Sub-Contractor prior to the Relevant Transfer.

4. EMPLOYMENT EXIT PROVISIONS

- 4.1 This agreement envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part (**Subsequent Transfer**). If a Subsequent Transfer is a Relevant Transfer then the Authorities or Replacement Service Provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.
- 4.2 The Service Provider shall and shall procure that any Sub-Contractor shall on receiving notice of termination of this agreement or otherwise, on request from the Authorities and at such times as required by TUPE, provide in respect of any person engaged or employed by the Service Provider or any Sub-Contractor in the provision of the Services, the Service Provider's Provisional Staff List and the Staffing Information together with any additional information required by the Authorities, including information as to the application of TUPE to the employees. The Service Provider shall notify the Authorities of any material changes to this information as and when they occur.
- 4.3 At least 28 days prior to the Service Transfer Date, the Service Provider shall, and shall procure that any Sub-Contractor shall, prepare and provide to the Authorities and/or, at the direction of the Authorities, to the Replacement Service Provider, the Service Provider's Final Staff List, which shall be complete and accurate in all material respects. The Service Provider's Final

Staff List shall identify which of the Service Provider's and any Sub-Contractor's personnel named are Relevant Employees.

- 4.4 The Authorities, or any one of them, shall be permitted to use and disclose the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Service Provider for any services that are substantially the same type of services as (or any part of) the Services.
- 4.5 The Service Provider warrants to the Authorities and the Replacement Service Provider that the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Staffing Information (**TUPE Information**) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Service Provider's Final Staff List.
- 4.6 The Service Provider shall, and shall procure that any Sub-Contractor shall, ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 4.7 The Authorities regards compliance with this paragraph 4 as fundamental to the agreement. In particular, failure to comply with paragraph 4.2 and paragraph 4.3 in respect of the provision of accurate information about the Relevant Employees shall entitle the Authorities to suspend payment of the Charges until such information is provided, or indefinitely. The maximum sum that may be retained under this paragraph 4.7 shall not exceed an amount equivalent to the Charges that would be payable in the three month period following the Service Provider's failure to comply with paragraph 4.2 or paragraph 4.3, as the case may be.
- 4.8 Any change to the TUPE Information which would increase the total employment costs of the staff in the twelve months prior to termination of this agreement shall not (so far as reasonably practicable) take place without the Authorities' prior written consent, unless such changes are required by law. The Service Provider, shall and shall procure that any Sub-Contractor shall, supply to the Authorities full particulars of such proposed changes and the Authorities shall be afforded reasonable time to consider them.
- 4.9 In the twelve months prior to termination of this agreement, the Service Provider shall not, and shall procure that any Sub-Contractor shall not, materially increase or decrease the total number of staff listed on the Service Provider's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees without the Authorities' prior written consent.
- 4.10 The Service Provider shall indemnify and keep indemnified in full the Authorities and at the Authorities' request each and every Replacement Service Provider against all Employment Liabilities relating to:

- (a) any person who is or has been employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of any of the Services; or
 - (b) any trade union or staff association or employee representative, arising from or connected with any failure by the Service Provider and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the relevant Service Transfer Date.
- 4.11 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
- 4.12 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply from paragraph 4.2 to paragraph 4.11, to the extent necessary to ensure that any Replacement Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Service Provider by the Service Provider or the Authorities, or any one of the Authorities, in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 4.13 Despite paragraph 4.12, it is expressly agreed that the parties may by agreement rescind or vary any terms of this agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.
- 5. PENSIONS**
- 5.1 The Service Provider shall or shall procure that any relevant Sub-Contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the relevant Service Commencement Date up to and including the date of the termination or expiry of this agreement.
- 5.2 The provisions of paragraph 5, paragraph 6 and paragraph 8 shall be directly enforceable by an affected employee against the Service Provider or any relevant Sub-Contractor 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 Service Provider or Sub-Contractor under those paragraphs in his own right under section 1(1) of the Contracts Rights of Third Parties Act 1999.
- 6. ADMITTED BODY STATUS TO THE LOCAL GOVERNMENT PENSION SCHEME**
- 6.1 Where the Service Provider or Sub-Contractor wishes to offer the Eligible Employees membership of the LGPS, the Service Provider shall or shall

procure that it and/or each relevant Sub-Contractor shall enter into an Admission Agreement to have effect from and including each applicable Service Commencement Date or, if the Relevant Transfer occurs after a Service Commencement Date, from and including the date of that Relevant Transfer. The Service Provider or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the employer's contribution rate and Guarantee value in respect of any Eligible Employee who elects to join the LGPS on or after a Service Commencement Date.

- 6.2 The Service Provider shall indemnify and keep indemnified the Authorities and/or any Replacement Service Provider and, in each case, their sub-contractors, from and against all direct losses suffered or incurred by it or them, which arise from any breach by the Service Provider or Sub-Contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this agreement.
- 6.3 The Service Provider shall, and shall procure that it and any Sub-Contractor shall, prior to the relevant Service Commencement Date or, if the Relevant Transfer occurs after the relevant Service Commencement Date, from and including the date of that Relevant Transfer, obtain any Guarantee required in accordance with the Admission Agreement. The Service Provider or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the value of the Guarantee.
- 6.4 The Service Provider shall and shall procure that any relevant Sub-Contractor shall award benefits (where permitted) to the Eligible Employees under the LGPS Regulations in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Authorities, or any one of them. The Service Provider shall be responsible for meeting all costs associated with the award of such benefits.

7. PENSION LIABILITY

- 7.1 Where the Service Provider or a Sub-Contractor is an Admission Body pursuant to paragraph 6.1 of this Schedule the following provisions shall apply.
- 7.2 The Authorities shall procure that when the Service Provider or any relevant Sub-Contractor becomes an Admission Body under the Fund then, in respect of those Eligible Employees whose periods of LGPS membership are automatically aggregated, the Service Provider or any relevant Sub-Contractor shall be credited by the Administering Authority for the Fund with a notional fund within the Fund at the Relevant Transfer Date (which for the avoidance of doubt shall not constitute an admission agreement fund for the purposes of the LGPS Regulations 2013) of such amount to meet the cost of providing the benefits of those Eligible Employees accrued in the LGPS before the Relevant Transfer Date. The amount of the notional fund shall be determined by an actuary appointed by the Administering Authority using the ongoing actuarial methods and assumptions used in the actuarial valuation

of the Fund (or revision thereto) preceding the Relevant Transfer Date and shall be based on the Eligible Employees' pensionable pay immediately before the Relevant Transfer Date and shall make allowance for prospective salary increases for such Eligible Employees in accordance with those actuarial methods and assumptions.

7.3

Commercially sensitive information



7.4 If the contribution rate in respect of Employer Contributions payable by the Service Provider or Sub-Contractor to the Administering Authority in relation to the Eligible Employees pursuant to the Admission Agreement (which rate shall, for the avoidance of doubt, include all ill health early retirements on and from the Service Transfer Date):

- (a) exceeds the Initial Contribution Rate at any time by more than two per cent (2%) of Pensionable Pay, the Authorities shall reimburse the Service Provider on a monthly basis the additional sums incurred by the Service Provider as a result of the contribution rate exceeding the Initial Contribution Rate by more than two per cent (2%) except to the extent that such additional sums are due to decisions made by the Service Provider or Sub-Contractor in accordance with paragraph 7.6 of this Schedule. Subject to this exception, the Service Provider shall be entitled to include any amounts due in its monthly invoice, in accordance with paragraph 2.2 of Schedule 7; or
- (b) is less than the Initial Contribution Rate at any time by more than two per cent (2%) of Pensionable Pay or would have been less than the Initial Contribution Rate by more than two per cent (2%) but for the Service Provider or Sub-Contractor having made decisions of the type referred to in paragraph 7.6 that have placed an additional strain on the Fund, the Service Provider shall pay to the Authorities on a monthly basis an amount equal to the difference between the sums actually incurred by the Service Provider or Sub-Contractor or which would have been incurred by the Service Provider or Sub-Contractor if the Service Provider or Sub-Contractor had not made decisions of the type referred to in paragraph 7.6 that have placed an additional strain on the Fund

and the sums that would have been paid had the contribution rate been equal to the Initial Contribution Rate.

7.5 For the purposes of paragraph 7.4, "Employer Contributions" means the monthly contributions payable by the Service Provider or Sub-Contractor to the Administering Authority pursuant to Regulation 67 of the LGPS Regulations and in accordance with the Admission Agreement(s) but shall not include any payments which the Service Provider or Sub-Contractor may be required to make to the Administering Authority:

- (a) in accordance with paragraph 7.6;
- (b) in accordance with paragraph 7.7;
- (c) any interest payable for the late payment of any sum payable by the Service Provider or Sub-Contractor to the Administering Authority; and
- (d) any other payments required to be paid which do not fall within paragraphs 7.4 or 7.5(a) - (c) above.

7.6 The Service Provider and the Sub-Contractor will be responsible for making any payments which are payable in addition to the Employer Contributions under paragraph 7.4 where such payments arise as a consequence of:

- (a) any event or act under its own control which the Service Provider or Sub-Contractor has performed, consented to or instigated; or
- (b) the exercise of any discretion under the LG Compensation Regulations or the LGPS Regulations by or on behalf of the Service Provider or Sub-Contractor;
- (c) any employer contributions under Regulation 30(7) of the LGPS Regulations relating to:
 - (i) the costs of early retirement benefits arising on redundancy; or
 - (ii) leaving employment on grounds of business efficiency;
- (d) any employer contributions relating to the costs of unreduced early retirement benefits made with the express consent of the Service Provider or Sub-Contractor as appropriate under Regulation 30 of the LGPS Regulations;
- (e) any employer contributions relating to the costs of enhanced benefits made at the discretion of the Service Provider or Sub-Contractor as appropriate under Regulation 31 of the LGPS Regulations;
- (f) any increase in the employer contributions to the Fund resulting from the award of pay increases by the Service Provider or Sub-Contractor as appropriate that in aggregate are in excess of the higher of;

- (i) the percentage rate allowed for pay increases in the latest valuation of the Fund prior to the award of the pay increase in question; or
- (ii) any pay increases that the Service Provider or any relevant Sub-Contractor is obliged to offer pursuant to the terms and conditions of employment in place with the Eligible Employees as at the Relevant Transfer Date (including under any collective agreement); or
- (iii) any pay increases that the Service Provider or Sub-Contractor is required to make by law (including, for these purposes, pursuant to its obligations arising under, or as a consequence of, the National Living Wage, TUPE, and/or any code of practice);
- (g) any other exercise of a discretion conferred upon the Service Provider or Sub-Contractor as appropriate by either the LGPS Regulations or the LG Compensation Regulations which the Service Provider or Sub-Contractor as appropriate is not obliged to exercise in a particular way by those regulations or by the Authorities' own discretionary policies which it discloses to the Service Provider and relevant Sub-Contractors.

7.7 Where the Administering Authority obtains an actuarial valuation under the LGPS Regulations and/or the terms of the Admission Agreement when the Admission Agreement ceases to have effect and the Service Provider or any Sub-Contractor is required to pay any revised contribution or payment to the Fund representing any funding deficit (the "Exit Contribution") (unless such contribution or payment is due to be paid by the Service Provider or any Sub-Contractor under the provisions of this Schedule), the Service Provider or any Sub-Contractor or (under certain circumstances) the Guarantor, shall present to the Authorities a copy of the notice from the Administering Authority setting out details of the Exit Contribution payable to the Fund. The Authorities shall notify the Administering Authority that the Authorities shall be liable to the Fund for an amount equal to the Exit Contribution less any contribution or payment that is due to be paid by the Service Provider or Sub-Contractor in accordance with the provisions of this Schedule and shall agree with the Administering Authority the terms on which the Authorities shall pay to the Administering Authority the Exit Contribution (if any) less any contribution or payment that is due to be paid by the Service Provider or Sub-Contractor in accordance with the provisions of this Schedule. The Authorities shall indemnify the Service Provider or Sub-Contractor against all liabilities, payments, costs and expenses which directly or indirectly arise from or relate to any failure by the Authorities to act in accordance with this clause 7.7.

8. SERVICE PROVIDER PENSION SCHEME

8.1 Where the Service Provider or Sub-Contractor does not wish to or is otherwise prevented from offering all or some of the Eligible Employees

membership or continued membership of the LGPS, the Service Provider shall or shall procure that any relevant Sub-Contractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the relevant Service Commencement Date or, if the Relevant Transfer occurs after the relevant Service Commencement Date, from and including the date of that Relevant Transfer. Such an occupational pension scheme must be:

- (a) established no later than three months prior to the date of the Relevant Transfer; and
- (b) certified by the GAD as providing benefits that are broadly comparable to those provided by the Legacy Scheme, and
- (c) the Service Provider shall produce evidence of compliance with this paragraph 8 to the Authorities prior to the date of the Relevant Transfer.

8.2 The Authorities' actuary shall determine the terms for bulk transfers from the LGPS to the Service Provider's scheme following each Service Commencement Date and any subsequent bulk transfers on termination or expiry of this agreement.

8.3 The Service Provider shall and shall procure that each relevant Sub-Contractor shall:

- (a) 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 Service Provider or any Sub-Contractor in the provision of the Services on the expiry or termination of this agreement (including without limitation identification of the Eligible Employees);
- (b) promptly provide to the Authorities' such documents and information mentioned in paragraph 8.3(a) which the Authorities may reasonably request in advance of the expiry or termination of this agreement; and
- (c) fully cooperate (and procure that the trustees of the Service Provider's scheme shall fully cooperate) with the reasonable requests of the Authorities 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 Service Provider or any Sub-Contractor in the provision of the Services on expiry or termination of the agreement.

9. NEW FAIR DEAL

9.1 The parties to this agreement recognise that the Government is consulting on "A Fair Deal For Staff Pensions" as it relates to the LGPS. For the avoidance of doubt and notwithstanding the provisions of clause 51 ("Change in Law") where this consultation gives rise to any required change of the terms and conditions relating to pensions as set out in Schedule 14 and/or Schedule 15 such change shall be handled as a Qualifying Change in Law in accordance with clause 51.

Schedule 15 TUPE (First Generation Outsourcing)

1. APPLICATION OF THIS SCHEDULE

- 1.1 If (a) the Authorities require the provision by the Service Provider of any of the Services to any Partner Organisation pursuant to clause 4 of this agreement or (b) the provision of any part of the Services to the Authorities and in each case such provision constitutes a first generation outsourcing by that Partner Organisation or any one of the Authorities to the Service Provider, the provisions of this Schedule 15 shall supplement and amend Schedule 14 as set out below.

2. INTERPRETATION

- 2.1 The following definitions in this paragraph shall be inserted into Schedule 14:

Effective Date: the date(s) on which the Services (or any part of the Services), transfer from the relevant Partner Organisation or Authority or any Third Party Employer to the Service Provider or Sub-Contractor, and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Service Provider or Sub-Contractor.

Eligible Employees:

- (a) the Transferring Employees who are active members of (or are eligible to join) the LGPS on the date of a Relevant Transfer including the Effective Date; and/or
- (b) the Third Party Employees who are former employees of the Partner Organisation or the Authority and who were active members of (or who were eligible to join) the LGPS on the date of a previous Relevant Transfer of the Services.

Third Party Employees: employees of Third Party Employers whose contracts of employment transfer with effect from the Effective Date to the Service Provider or Sub-Contractor by virtue of the application of TUPE.

Third Party Employer: a supplier engaged by the Partner Organisation or an Authority to provide some or all of the Services to the Partner Organisation or an Authority before the Effective Date and whose employees will transfer to the Service Provider on the Effective Date.

Transferring Employees: employees of the Partner Organisation or an Authority whose contracts of employment transfer with effect from the Effective Date to the Service Provider by virtue of the application of TUPE.

3. TRANSFER OF EMPLOYEES TO THE SERVICE PROVIDER ON THE RELEVANT SERVICE COMMENCEMENT DATE

- 3.1 Paragraph 2.2 of Schedule 14 shall be deleted and replaced as set out below:

“2.2 The Authorities shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees,

including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance contributions, pension contributions and otherwise, up to the Effective Date. The Authorities shall provide and, where necessary, update the Employee Liability Information for the Transferring Employees to the Supplier, as required by TUPE. The Authorities shall warrant that such information is complete and accurate as it is aware or should reasonably be aware as at the date it is disclosed.”

3.2 Paragraph 2.4 of Schedule 14 shall be deleted and replaced as set out below:

“2.4 Subject to paragraph 2.3 of Schedule 14, the Authorities shall indemnify and keep indemnified the Service Provider against any losses, except indirect losses, incurred by the Service Provider or any relevant Sub-Contractor in connection with any claim or demand by any Transferring Employee arising out of the employment of any Transferring Employee. This indemnity shall apply provided that it arises from any act, fault or omission of the Authorities in relation to any Transferring Employee prior to the Effective Date (except where such act, fault or omission arises as a result of the Service Provider or any relevant Sub-Contractor's failure to comply with regulation 13 of TUPE) and any such claim is not in connection with the transfer of the Services by virtue of TUPE on the Effective Date.”

Schedule 16 Pre-Contract Assumptions

1. APPLICATION

This Schedule only applies in relation to the mobilisation of the Services to be provided to EBC, WBC, MVDC and SHBC and shall not apply to any Partner Organisation which may subsequently join this agreement.

2. PRE-CONTRACT ASSUMPTIONS

- 2.1 The parties acknowledge that in order to construct the Service Provider's Tender, the Service Provider was provided with Employment Liability Information which is contained in Appendix A to this Schedule (the **First Employee List**) regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of and other matters affecting each of those employees of the Authorities, or any one of them, and of any Incumbent Contractor who it is expected, if they remain in the employment of the Authorities or of the Incumbent Contractor, as the case may be, until immediately before the date of the Relevant Transfer, would be Relevant Employees (as defined in Schedule 14) but the Authorities give no warranty as to the accuracy or completeness of this information except as set out in paragraph 3.1 of Schedule 15.
- 2.2 The parties acknowledge that the First Employee List was subject to change between the date of its compilation and the date of each Relevant Transfer and in addition, the Service Provider may have made certain pre-contract assumptions relating to employee liabilities as a result of the application of TUPE to take account of such changes.
- 2.3 The Service Provider has detailed those pre-contract assumptions (**Pre-Contract Assumptions**) in Appendix B to this Schedule (**Pre-Contract Assumptions Register**).
- 2.4 No later than 20 Working Days prior to each Service Commencement Date, the Service Provider shall submit to the Authorities the following information:
- (a) the data supplied by the relevant Incumbent Contractor in accordance with its obligations under TUPE to the Service Provider 28 days prior to each Relevant Transfer in respect of each Service Commencement Date;
 - (b) an analysis of the changes to the data in the First Employee List by reference to the data in the Employment Liability Information provided by each of the Incumbent Contractor and/or the Authorities (as applicable) in accordance with its obligations under TUPE to the Service Provider in respect that Relevant Transfer Date (**Analysis**); and
 - (c) the outcome of the testing and validation of any of the Pre-Contract Assumptions that apply.
- 2.5 The parties shall meet no later than 10 Working Days prior to the applicable Service Commencement Date to review and discuss the outcomes of the

testing and comparison exercise described in paragraph 2.4 above and shall co-operate, in good faith to agree a set of confirmed statements in relation to each of the Pre-Contract Assumptions (referred to as the **Confirmed Assumptions**) and to identify if the changes set out in the Analysis have, notwithstanding the Pre-Contract Assumptions and the Confirmed Assumptions, a demonstrable and material impact on the Service Provider's costs (upwards or downwards) of providing the Services (by reference to the Contract Inception Report and Open Book Data) to be provided with effect from that Service Commencement Date.

- 2.6 Where the parties agree that there has been a demonstrable and material impact, the parties shall identify and agree any necessary Change to this agreement, including but not limited to any changes to the Charges and Breakage Costs. The parties shall apply the overriding principle that this agreement shall be varied to reflect the position as if the Service Provider had been able to prepare the Service Provider's Tender on the basis of the Confirmed Assumptions and the data referred to in paragraph 2.4(a) and that any necessary variations shall be based upon the principle that neither party shall be in any better or worse position than it would have been had the Confirmed Assumptions been known and the data referred to in paragraph 2.4(a) been available at the time of submission of the Service Provider's Tender. In particular, the Service Provider acknowledges that it shall not recover an additional profit as a result of the necessary variations. Any Change shall be made and recorded in accordance with the Change Control Procedure.
- 2.7 For the avoidance of doubt, any increase or decrease in the Charges and Breakage Costs will only be made to the extent that it relates to the Confirmed Assumptions and not as a result of simple errors and or omissions in the Incumbent Contractor's data as the accuracy of the same is not warranted by the Authorities.
- 2.8 If the parties are unable to agree:
- 2.9 the Confirmed Assumptions and the Analysis within 5 Working Days of the initial meeting to review and test the available information; or
- 2.10 any necessary variations to this agreement (in accordance with paragraph 2.6 above) within 5 Working Days of agreeing the Confirmed Assumptions, then the matter shall be determined pursuant to the Fast Track Dispute Resolution Procedure.

Appendix A Employee Lists

S40 Personal data



Appendix B Pre-Contract Assumptions Register

Commercially sensitive information



Schedule 17 Parent Company Guarantee

THIS DEED IS DATED [DATE]

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Guarantor**); and
- (2) Elmbridge Borough Council of Civic Centre, High Street, Esher, Surrey KT10 9SD (**EBC**), Mole Valley District Council of Pippbrook, Dorking, Surrey, RH4 1SJ (**MVDC**), Surrey Heath Borough Council of Surrey Heath House, Knoll Road, Camberley, Surrey GU15 (**SHBC**) and Woking Borough Council of Civic Offices, Gloucester Square, Woking, Surrey, GU21 6YL(**WBC**) jointly (**Authorities**).

BACKGROUND

- (C) By an agreement dated on or about the date of this guarantee (**Agreement** which term includes all amendments to variations of or supplements to it from time to time in force) the Authorities have agreed to engage [INSERT NAME] (**Service Provider**) for [INSERT DETAILS OF SERVICES TO BE PROVIDED].
- (D) It is a condition of the Agreement that the Service Provider procures the execution and delivery to the Authorities of a parent company guarantee substantially in the form of this guarantee.
- (E) The Guarantor has agreed to guarantee the due performance of the Agreement by the Service Provider.
- (F) It is the intention of the parties that this document be executed as a deed.

AGREED TERMS

1. **INTERPRETATION**
 - 1.1 Unless the context requires otherwise, the definitions and rules of interpretation in the Agreement shall apply in this guarantee.
 - 1.2 A reference in this deed to this guarantee shall be construed as a reference to this deed of guarantee.
 - 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
 - 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
 - 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. **OBLIGATIONS OF THE GUARANTOR**

In consideration of the Authorities entering into the Agreement with the Service Provider, the Guarantor:

- (a) as primary obligor guarantees to the Authorities the due and punctual performance by the Contractor of each and all of the obligations, representations, warranties, duties and undertakings of the Service Provider under and pursuant to the Agreement when and if such obligations, representations, warranties, duties and undertakings shall become due and performable according to the terms of such Agreement;
- (b) agrees, in addition to its obligations set out in clause 2(a), to indemnify the Authorities on demand against all losses which may be awarded against the Authorities or which the Authorities may otherwise incur arising out of, under or otherwise in connection with the Agreement whether arising under statute, contract or at common law including without limitation by reason of any breach by the Service Provider of its obligations, representations, warranties, duties and undertakings under and/or pursuant to the Agreement howsoever arising, save that, subject to the other provisions of this guarantee (including without limitation clause 2(c)), this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the Service Provider under the Agreement; and
- (c) agrees to indemnify the Authorities on demand against all losses whether arising under statute, contract or at common law which may be awarded against the Authorities or which the Authorities may otherwise incur if any obligation guaranteed by the Guarantor is or becomes totally or partially unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall not in any circumstances be greater than the Service Provider's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. **LIABILITY**

The Guarantor agrees that it shall not in any way be released from liability under this guarantee by any act, omission, matter or other thing whereby (in absence of this provision) the Guarantor would or might be released in whole or in part from liability under this guarantee including, without limitation and whether or not known to the Guarantor:

- (a) any arrangement made between the Service Provider and the Authorities; or
- (b) any alteration in the obligations undertaken by the Service Provider whether by way of any addendum or variation referred to in clause 4 or otherwise; or

- (c) any waiver or forbearance by the Authorities whether as to payment, time, performance or otherwise; or
- (d) the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Service Provider or any other person; or
- (e) any unenforceability, illegality or invalidity of any of the provisions of the Agreement or any of the Service Provider's obligations under the Agreement, so that this guarantee shall be construed as if there were no such unenforceability, illegality or invalidity; or
- (f) any legal limitation, disability, incapacity or other circumstances relating to the Service Provider, or any other person; or
- (g) the dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation or the appointment of an administrator or receiver of the Service Provider or any other person.

4. ADDENDUM OR VARIATION

The Guarantor by this guarantee authorises the Service Provider and the Authorities to make any addendum or variation to the Agreement, the due and punctual performance of which addendum and variation shall be likewise guaranteed by the Guarantor in accordance with the terms of this guarantee.

5. GUARANTEE

- 5.1 This guarantee shall be a primary obligation of the Guarantor and accordingly the Authorities shall not be obliged before enforcing this guarantee to take any action in any court or arbitral proceedings against the Service Provider, to make any claim against or any demand of the Service Provider, to enforce any other security held by it in respect of the obligations of the Service Provider under the Agreement or to exercise, levy or enforce any distress, diligence or other process of execution against the Service Provider. In the event that the Authorities bring proceedings against the Service Provider, the Guarantor shall be bound by any findings of fact, interim or final award or judgment made by an arbitrator or the court in such proceedings.
- 5.2 This guarantee is a continuing guarantee and accordingly shall remain in full force and effect (notwithstanding any intermediate satisfaction by the Service Provider, the Guarantor or any other person) until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Service Provider under the Agreement have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Authorities may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security.

6. OUTSTANDING PAYMENTS

- 6.1 Until all amounts which may be or become payable under the Agreement or this guarantee have been irrevocably paid in full, the Guarantor shall not as a result of this guarantee or any payment or performance under this guarantee be subrogated to any right or security of the Authorities or claim or prove in competition with the Authorities against the Service Provider or any other person or demand or accept repayment of any monies or claim any right of contribution, set-off or indemnity and any sums received by the Guarantor or the amount of any set-off exercised by the Guarantor in breach of this provision shall be held by the Guarantor in trust for and shall be promptly paid to the Authorities.
- 6.2 The Guarantor shall not hold any security from the Service Provider in respect of this guarantee and any such security which is held in breach of this provision shall be held by the Guarantor in trust for and shall promptly be transferred to the Authorities.
- 6.3 Until all amounts which may be or become payable under the Agreement or this guarantee have been irrevocably paid in full, if (notwithstanding the provisions of clause 6.1 and clause 6.2) the Guarantor has any rights of subrogation against the Service Provider or any rights to prove in a liquidation of the Service Provider, the Guarantor agrees to exercise such rights in accordance with the directions of the Authorities.

7. CHANGE OF CONTROL

- 7.1 The Guarantor shall procure that, during the term of this guarantee, there shall be no Change of Control of the Service Provider.
- 7.2 **Control** shall bear the meaning given in section 1124 of the Corporation Tax Act 2010.

8. PAYMENT AND EXPENSES

- 8.1 Each payment to be made by the Guarantor under this guarantee shall be made in pounds sterling, free and clear of all deductions or withholdings of any kind, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor shall pay that additional amount which is necessary to ensure that the Authorities receive a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 8.2 If the Guarantor fails to make any payment due to the Authorities under this guarantee by the due date for payment, then the Guarantor shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Guarantor shall pay the interest together with the overdue amount.

- 8.3 The Guarantor shall reimburse the Authorities for all legal and other costs (including VAT) incurred by the Authorities in connection with the enforcement of this guarantee.

9. SETTLEMENT

Any settlement or discharge between the Authorities and the Service Provider and/or the Guarantor shall be conditional upon no settlement with security or payment to the Authorities by the Service Provider or the Guarantor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without limiting the Authorities' other rights hereunder) the Authorities shall be entitled to recover from the Guarantor, as if such settlement or discharge had not occurred, the value which the Authorities have placed upon such settlement or security or the amount of any such payment.

10. WARRANTIES

- 10.1 The Guarantor warrants and confirms to the Authorities:

- (a) that it is duly incorporated with limited liability and validly existing under the laws of England;
- (b) that it has full power under its memorandum and articles of association or equivalent constitutional documents in the jurisdiction in which it is established to enter into this guarantee;
- (c) that it has full power to perform the obligations expressed to be assumed by it or contemplated by this guarantee;
- (d) that it has been duly authorised to enter into this guarantee;
- (e) that it has taken all necessary corporate action to authorise the execution, delivery and performance of this guarantee;
- (f) that this guarantee when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;
- (g) that all necessary consents and authorisations for the giving and implementation of this guarantee have been obtained; and
- (h) that it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which may affect its ability to perform under this guarantee.

- 10.2 The Guarantor warrants and undertakes to the Authorities that it will take all necessary action directly or indirectly to perform the obligations expressed to be assumed by it or contemplated by this guarantee and to implement the provisions of this guarantee.

10.3 The Guarantor warrants and confirms to the Authorities that it has not entered into this guarantee in reliance upon, nor has it been induced to enter into this guarantee by any representation, warranty or undertaking made by or on behalf of the Authorities (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this guarantee.

11. ASSIGNMENT

The Authorities shall be entitled by notice in writing to the Guarantor to assign the benefit of this guarantee at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this guarantee.

12. NOTICES

12.1 Any notice to be given to or by all or any of the Authorities or to or by any Guarantor under this guarantee is deemed to have been properly given to or by all or any of the Authorities if it is given to or by the Authorities' Authorised Officer (as defined in the agreement).

12.2 Any notice given to a party under or in connection with this guarantee shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service and shall:

- (a) in the case of the Authorities, be delivered to the Authorities' Authorised Officer at Surrey Heath Borough Council, Surrey Heath House, Knoll Road, Camberley, Surrey GU15 3HD;
- (b) in the case of the Guarantor, be delivered to the Guarantor care of the Company Secretary at The Sherard Building, Edmund Halley Road, Oxford, OX4 4DQ,

or such other address as may be notified by either party to the other party in accordance with this clause.

12.3 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service.

12.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the avoidance of doubt, "writing" shall not include e-mail for the purposes of this clause.

13. WAIVER

13.1 No delay or omission of the Authorities in exercising any right, power or privilege under this guarantee shall impair or be construed as a waiver of such right, power or privilege nor shall any single or partial exercise of any such

right, power or privilege preclude any further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies of the Authorities provided for in this guarantee are cumulative and not exclusive of any rights or remedies provided by law.

13.2 A waiver given or consent granted by the Authorities under this guarantee will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

13.3 A waiver by the Authorities shall not constitute a continuing waiver and shall not prevent the Authorities from subsequently enforcing any of the provisions of this guarantee.

14. SEVERANCE

14.1 If any provision or part-provision of this guarantee is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this guarantee.

14.2 If any provision or part-provision of this guarantee is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. THIRD PARTY RIGHTS

15.1 Except for any person to whom the benefit of this guarantee is assigned or transferred in accordance with clause 11, a person who is not a party to this guarantee shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this guarantee. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

15.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this guarantee are not subject to the consent of any other person.

16. COSTS

Each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this guarantee.

17. GOVERNING LAW

This guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. **JURISDICTION**

18.1 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this guarantee or its subject matter or formation (including non-contractual disputes or claims).

19. **ENTIRE AGREEMENT**

19.1 This guarantee constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this guarantee. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this guarantee.

19.3 Nothing in this clause limits or excludes any liability for fraud.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **[GUARANTOR]**
acting by **[NAME OF DIRECTOR]**, a
director, in the presence of:

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS AND OCCUPATION
OF WITNESS]

THE COMMON SEAL of **ELMBRIDGE
BOROUGH COUNCIL** was affixed to this
deed in the presence of:

.....
Authorised Signatory

THE COMMON SEAL of **MOLE VALLEY
DISTRICT COUNCIL** was affixed to this
deed in the presence of:

.....

Authorised Signatory

THE COMMON SEAL of **SURREY HEATH
BOROUGH COUNCIL** was affixed to this
deed in the presence of:

.....

Authorised Signatory

THE COMMON SEAL of **WOKING
BOROUGH COUNCIL** was affixed
to this deed in the presence of:

.....

The Mayor

.....

The Head of Legal and Democratic Services

Schedule 18 Form of Performance Bond

To:

Elmbridge Borough Council of Civic Centre, High Street, Esher, Surrey KT10 9SD
(EBC), Mole Valley District Council of Pippbrook, Dorking, Surrey, RH4 1SJ (MVDC),
Surrey Heath Borough Council of Surrey Heath House, Knoll Road, Camberley, Surrey
GU15 (SHBC) and Woking Borough Council of Civic Offices, Gloucester Square,
Woking, Surrey, GU21 6YL(WBC) jointly (Authorities).

Dear Sirs,

On demand performance bond No: [NUMBER] dated [DATE]

1. WE understand that you are about to enter into a contract, reference [REFERENCE], dated [DATE] (Contract) with [NAME AND ADDRESS OF THE PRINCIPAL] (Contractor) for [DETAILS OF UNDERLYING CONTRACT] and that under the Contract, you require an on demand bond for [NUMBER]% of the contract price in respect of the Contractor's performance of the Contract.
2. In consideration of your entering into the Contract, we [NAME AND ADDRESS OF BANK] irrevocably and unconditionally promise to pay, as primary obligor, to you on your first written demand and waiving all rights of objection and defence and without reference to the Contractor an amount or amounts not exceeding in aggregate [MAXIMUM AMOUNT OF BOND] provided that your demand complies with the provisions of this bond.
3. This bond shall expire at the close of normal banking hours at this office on [DATE] (Expiry).
4. Your demand under this bond must be received at this office before Expiry and must be in the form of a statement signed by you that:
 - 4.1 the Contractor has failed to perform the Contract in accordance with its terms and conditions;
 - 4.2 as a result of such failure, the amount claimed is due to you;
 - 4.3 specifies in what respects the Contractor has so failed; and
 - 4.4 specifies the amount claimed.We shall accept such demand as evidence, for the purposes of this bond alone, that the amount claimed is due to you under this bond.
5. On Expiry, this bond shall become null and void, whether returned to us for cancellation or not, and any demand received after Expiry shall be ineffective.
6. This bond is personal to you and is not transferable or assignable. For the avoidance of doubt, nothing in this bond shall confer on any third party any benefit or the right to enforce any term of this bond.

7. This bond and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
8. The parties to this bond irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this bond or its subject matter or formation (including non-contractual disputes or claims).

Yours faithfully,

.....

For and on behalf of
[ISSUING BANK]

Schedule 19 Commercially sensitive information

Part A

This Schedule 19 is subject to the provisions of clauses 61 (Freedom of Information) and 64 (Confidentiality) of this agreement.

The Service Provider accepts that notwithstanding its belief that the Information set out below is Commercially Sensitive Information and/or subject to another exemption under the FOIA, the Authorities or any one Authority shall nevertheless to the extent set out in clause 64.2(b) of the agreement be entitled to disclose such information internally to its employees and to any external advisers, consultants, insurance brokers and actuaries engaged by the Authority or Authorities in relation to the preparation of this agreement and the ongoing management of this agreement.

The Service Provider believes that the information set out below is Commercially Sensitive Information, disclosure of which is likely to prejudice the commercial interests of the Service Provider.

<u>Commercially Sensitive Information</u>	<u>For period ending on date below</u>
<ul style="list-style-type: none">• Pricing and Commercial Proposals (including Risk Transfer)• Pricing Schedule (Schedule 2)• Financial Model (Schedule 6 Contract Inception Report)	The information will be exempt for a period not less than the length of the agreement (irrespective of the award of the agreement)
The Service Provider's Service Delivery Plan comprising: <ul style="list-style-type: none">• Method Statements• Executive Summary• Innovative proposals submitted by the Service Provider to develop the Services• Resource Models	The information will be exempt for a period of not less than the length of the agreement (irrespective of the award of the agreement)
<ul style="list-style-type: none">• Details of the Service Provider's proposed team• Key person Information• Employment data	Exempt from disclosure under the FOIA as it constitutes personal data and is subject to the provisions of the Data Protection Act 1998 (and successor legislation)
Information about the Service Provider excluding any information already in the public domain, including: <ul style="list-style-type: none">• Method Statement examples	The information will be exempt for a period of not less than the length of the

<ul style="list-style-type: none"> Health and Safety, Environmental and Quality Manuals and Procedures 	agreement (irrespective of the award of the agreement)
---	--

In addition to the Information that is classed as Commercially Sensitive Information the Service Provider believes that the Information below is subject to an FOIA exemption as stated in the table below:

Information	Applicable FOIA Exemption
As set out above	Section 41

Part B

The Service Provider acknowledges and agrees that the following Information (or classes of Information) is held by it on behalf of the Authorities or any one Authority for the purposes of section 3(2) of the FOIA and as such may be subject to a Request for Information. The Service Provider shall provide copies of the Information listed below in accordance with clause 61.1(c) (Freedom of Information).

	<u>Information held by the Service Provider on behalf of the Authorities or any one Authority</u>
1.	Performance Management Report
2.	Service Report
3.	Annual Service Report
4.	Annual Service Improvement Report
5.	Performance monitoring and management information pursuant to Schedule 3 and Schedule 9
6.	Documents and records as referred to in clause 66 and Schedule 6, Schedule 7 and Schedule 8
7.	Authorities' Data held on the Service Provider's ITS in accordance with clause 30.
8.	Waste disposal records
9.	Information which the Service Provider is obliged to provide to the Authorities on termination or expiry in accordance with the terms of this agreement.

With regard to items 1-4, and 7, redaction of certain information may need to be agreed between the Service Provider and the Authorities prior to, or as a condition of, supply of the Information.

The Service Provider and the Authorities will review and update the above table on an annual basis.

Schedule 20 Authorities' Premises

PREMISES

The following depots are available to the Service Provider for the purposes of providing the Services to the Authorities:

EBC: Elmbridge Depot, Mill Road, Esher

MVDC: Dorking Depot, Station Road, Dorking

SHBC: Doman Road Depot, Camberley

WBC: Woking Depot, Monument Way East, Woking

Dated

2017

ELMBRIDGE BOROUGH COUNCIL

and

AMEY LG LIMITED

Lease

Relating To

the land and building forming part of Mill Road Depot off Mill Road Esher Surrey

TABLE OF CONTENTS

1.	Interpretation and Definitions	3
2.	Grant.....	5
3.	Ancillary rights	6
4.	Rights excepted and reserved.....	6
5.	Third Party Rights	7
6.	The Rent.....	7
7.	Insurance.....	7
8.	Rates and taxes.....	9
9.	Utilities	10
10.	Common items.....	10
11.	VAT.....	10
12.	Default interest and interest	10
13.	Costs	10
14.	Registration of this lease.....	11
15.	Prohibition of dealings.....	11
16.	Closure of the registered title of this lease	12
17.	Repairs	12
18.	Decoration	12
19.	Industrial Covenants	12
20.	Alterations.....	13
21.	Signs.....	13
22.	Landlord's Break Clause: Rolling Break	14
23.	Returning the Property to the Landlord	14
24.	Use	15
25.	Compliance with laws	15
26.	Energy performance certificates.....	16
27.	Encroachments, obstructions and acquisition of rights.....	17
28.	Breach of repair and maintenance obligation	17
29.	Indemnity	17
30.	Landlord's covenants.....	18
31.	Determination	18
32.	Joint and several liability	18
33.	Entire agreement	19
34.	Notices, consents and approvals	19
35.	Dispute Resolution.....	19
36.	Governing law.....	20
37.	Jurisdiction.....	20
38.	Exclusion of sections 24-28 of the LTA 1954	20
39.	Non-Fetter.....	20
40.	Contracts (Rights of Third Parties) Act 1999	21

**HM LAND REGISTRY
LAND REGISTRATION ACT 2002**

LEASE

Prescribed Clauses

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SY808356 and SY494881

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

ELMBRIDGE BOROUGH COUNCIL

Civic Centre

High Street

Esher

Surrey KT10 9SD

Tenant

AMEY LG LIMITED

The Sherard Building

Edmund Halley Road,

Oxford OX4 4DQ

Company Number: 3612746

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.2 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold

Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.2 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in clause 3.2 of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None.

THIS LEASE IS DATED

PARTIES

- (1) ELMBRIDGE BOROUGH COUNCIL of Civic Centre High Street Esher Surrey KT10 9SD (**EBC or Landlord**); and
- (2) AMEY LG LIMITED incorporated and registered in England and Wales with company number 3612746 whose registered office is at The Sherard Building, Edmund Halley Road, Oxford OX4 4DQ (the **Service Provider**).

AGREED TERMS

1. INTERPRETATION AND DEFINITIONS

- 1.1 Terms and expressions used in this lease and defined in clause 1.1 of the Contract shall bear the same meaning as in the Contract and the interpretative provisions contained in clauses 1.2 to 1.17 of the Contract shall apply equally to the interpretation of this lease.

- 1.2 Subject to clause 1.1, the following definitions and rules of interpretation apply in this lease:

Accessway: the road and footpaths lying on part of the Landlord's Neighbouring Property shown for identification purposes only coloured brown on Plan 1

Authorities: as defined in the Contract.

Break Date: the date stated in the Break Notice on which this lease shall terminate.

Break Notice: a notice to terminate this lease.

Circulation Area: the area to be used by the Service Provider (and all persons expressly or by implication authorised by it pursuant to the terms of this lease) in common with the Landlord and others to whom the Landlord has or may grant the same right which lies on part of the Landlord's Neighbouring Property and which is shown shaded green on Plan 1.

Contractual Term: a term of years beginning on, and including 3 June 2017 and ending on, and including 5 June 2027, subject to earlier termination in accordance with the provisions of this lease.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contract: the contract dated [] 2017 between the Authorities and the Service Provider for the provision of waste collection and street cleaning services, a copy of which is annexed to this lease.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Insured Risks: means fire, explosion, subsidence, heave, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the rate of statutory interest determined in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Landlord: means EBC

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as The River Mole Business Park Mill Road Esher registered at HM Land Registry with title number SY808356 and title number SY494881 shown edged blue (excluding the Property) on Plan 1.

LTA 1954: Landlord and Tenant Act 1954.

Parking Areas: all those parking areas demised to the Service Provider shown for the purpose of identification only coloured yellow on Plan 1.

Permitted Use: the use stated at clause 24.1.

Plan 1: the plan attached to this lease and marked Plan 1

Plan 2: the plan attached to this lease and marked Plan 2

Property: the land and building forming part of Mill Road Depot off Mill Road Esher Surrey shown edged red on the Plan 1.

Recommendation Report: a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Rent: rent at a rate of £1.00.

Rent Commencement Date: the first day of the Contractual Term.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

RICS: Royal Institution of Chartered Surveyors

Schedule of Condition: the photographic schedule signed by the parties annexed to this lease and marked "Schedule of Condition".

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Service Provider: includes any person who is for the time being bound by the tenant covenants in this lease.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at 9 March 2017 in the property register and the charges register of SY808356 and SY494881.

Third Party Supplier: any person providing services to the Service Provider at the Property for the purposes of fulfilling the Service Provider's obligations under the Contract and whose use and occupation of the Property is solely for that purpose

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.3 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

- 1.4 A reference to **EBC** or the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Service Provider** includes a reference to its successors in title and assigns.
- 1.5 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, fairly and reasonably determined conclusively (except in the case of manifest error or as to questions of law) by the Landlord with regard to RICS and other relevant codes of practice.
- 1.6 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.7 Unless the context otherwise requires, references to the **Property** and to the **Circulation Area** is to the whole and any part of it.
- 1.8 A reference to the **term** is to the Contractual Term.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 34.2 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 34.3.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 Any obligation on the Service Provider not to do something includes an obligation not to allow that thing to be done and an obligation to use all reasonable endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Unless the context otherwise requires, references to clauses and Schedules without further designation are to the clauses and Schedules of this lease and references to paragraphs without further designation are to paragraphs of the relevant Schedule.
- 2. GRANT**
- 2.1 The Landlord with full title guarantee lets the Property to the Service Provider for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Service Provider paying the following as rent to the Landlord:
- (a) the Rent (if demanded) and all VAT in respect of it;
 - (b) all interest payable under this lease; and
 - (c) all other sums due under this lease.

3. ANCILLARY RIGHTS

3.1 Except as mentioned in clause 3.2, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Service Provider may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

3.2 The following rights are granted to the Service Provider:

- (a) the right for the Service Provider and all persons expressly or by implication authorised by it (in common with the Landlord and all other persons having a like right) to use the Accessway and the Circulation Area at all times and for all purposes in connection with access to and egress from the Property for the Permitted Use; and
- (b) the right for the Service Provider to use and connect into any Service Media at the Landlord's Neighbouring Property and serve (but do not form part of) the Property which are in existence at the date of this lease.

3.3 The Service Provider shall exercise the Rights:

- (a) only in connection with its use of the Property for the Permitted Use and in a manner which is consistent with its obligations in clause 24.2; and
- (b) in a manner which causes as little damage as reasonably practicable to the Property and the Landlord's Neighbouring Property and as little inconvenience to the Landlord and other users or occupiers of the Landlord's Neighbouring Property as is reasonably practicable.

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;
- (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations;
- (f) the right to maintain and/or re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property; and

NOTWITHSTANDING that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations;

- (b) for any other purpose mentioned in or connected with:
 - (i) the Contract;
 - (ii) the Services;
 - (iii) this lease;
 - (iv) the Reservations; and
 - (v) the Landlord's interest in the Property.
- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.4 The Service Provider shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Service Provider.
- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Service Provider or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:
 - (a) physical damage to the Property; or
 - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.
- 5. THIRD PARTY RIGHTS**
- 5.1 The Service Provider shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Service Provider shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.
- 6. THE RENT**
- 6.1 The Service Provider shall pay the Rent and any VAT in respect of it on the Rent Commencement Date in accordance with this lease.
- 7. INSURANCE**
- 7.1 Subject to clause 7.2, the Landlord shall keep the Property (other than any plate glass or window glass at the Property) insured (with a reputable insurance company) against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Service Provider.
- 7.2 The Landlord's obligation to insure is subject to:
 - (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - (b) insurance being available in the UK insurance market on reasonable terms acceptable to the Landlord.
- 7.3 The Service Provider shall pay to the Landlord on demand:

- (a) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (b) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes (Provided that the cost of any such valuation are not charged to the Service Provider before the third year of the term and thereafter not more than once in any three year period).

7.4 The Service Provider warrants that prior to the execution of this lease it has disclosed to the Landlord in writing any conviction judgment or finding of any court or tribunal relating to the Service Provider (or any director other officer or major shareholder of the Service Provider) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of the Property against any of the Insured Risks.

7.5 The Service Provider shall:

- (a) immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
- (b) immediately inform the Landlord in writing of any conviction judgment or finding of any court or tribunal relating to the Service Provider (or any director other officer or major shareholder of the Service Provider) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance of the Property;
- (c) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Service Provider has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (d) not store or bring onto the Property any article substance or liquid of a specially combustible inflammable or explosive nature save as allowed for pursuant to the Contract;
- (e) comply at all times with the requirements of the insurers relating to the Property notified to the Tenant in writing;
- (f) forthwith give the Landlord notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (g) not effect any insurance of the Property (except any plate glass or window glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass or window glass) pay those proceeds or cause them to be paid to the Landlord; and
- (h) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Service Provider, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them

7.6 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - (b) repair or rebuild the Property after a notice has been served pursuant to clause 7.9.
- 7.7 In the event of any money received under any insurance policy effected by the Landlord in accordance with this lease or the Contract in respect of the Property being unexpended at the end of the Term all such insurance money shall belong absolutely to and be paid to the Landlord.
- 7.8 In the event of the Property or any Landlord's Neighbouring Property being destroyed or damaged by any of the Insured Risks and the insurance money under the Landlord's insurance policy covering the Property being by reason of any act neglect default or omission of the Service Provider wholly or partially irrecoverable to make up out of the Service Provider's own money any difference between all costs expenses, charges of rebuilding and reinstatement and any money received from the insurance policy (excluding any money received in respect of insurance against loss of rent or payments under the Contract) and to indemnify the Landlord against costs claims and demands made against it in respect thereof.
- 7.9 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving not less than six months' notice to the Service Provider. On expiry of the notice this lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach by the other party of the covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 7.10 The Landlord shall at the cost of the Landlord, at the renewal date of the insurance policy and upon written receipt of a written request from the Service Provider, provide to the Service Provider a written insurance summary specific to the Property together with written confirmation that the insurance is in force and has been renewed
- 8. RATES AND TAXES**
- 8.1 Subject to clause 24.2 of the Contract, the Service Provider shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there in accordance with the Contract, except:
 - (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 8.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Service Provider shall pay a fair proportion of the amount payable.
- 8.3 The Service Provider shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Service Provider, then the Service Provider shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. UTILITIES

- 9.1 The Service Provider shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property in accordance with the Contract.
- 9.2 If any of those costs are payable in relation to the Property together with other property, the Service Provider shall pay a fair proportion of all those costs.
- 9.3 The Service Provider shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

10. COMMON ITEMS

- 10.1 The Service Provider shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of the Circulation Area, all Service Media, the Accessway, structures and other items used or capable of being used by the Property in common with other property.
- 10.2 The Service Provider shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of the Circulation Area, those Service Media, the Accessway, structures or other items.

11. VAT

- 11.1 All sums payable by the Service Provider are exclusive of any VAT that may be chargeable. The Service Provider shall subject to the provision of a valid VAT invoice addressed to the Service Provider pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 11.2 Every obligation on the Service Provider, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

12. DEFAULT INTEREST AND INTEREST

- 12.1 If any Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Service Provider shall pay the Landlord interest on that amount at the Interest Rate.
- 12.2 If the Landlord does not demand or accept any Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Service Provider is in breach of any of the tenant covenants of this lease, then the Service Provider shall, when that amount is accepted by the Landlord, also pay interest on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord at the Interest Rate.

13. COSTS

- 13.1 The Service Provider shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in reasonable contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease during or within 6 months following the end of the term; or
 - (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).
- 13.2 Where the Service Provider is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

14. REGISTRATION OF THIS LEASE

14.1 Promptly following the grant of this lease, the Service Provider shall apply to register this lease at HM Land Registry. The Service Provider shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly and the Landlord will take reasonable steps to assist with such requisitions if reasonably requested to do so by the Service Provider. Within one month after completion of the registration, the Service Provider shall send the Landlord official copies of its title.

14.2 The Service Provider shall not:

- (a) apply to HM Land Registry to designate this lease as an exempt information document;
- (b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
- (c) apply for an official copy of any exempt information document version of this lease.

15. PROHIBITION OF DEALINGS

15.1 Subject to clause 15.2, the Service Provider shall not assign, underlet, charge, part with or share possession or share occupation of the whole or part of this lease or the whole or part of the Property or hold the lease on trust for any person.

15.2 Subject to having given prior written notice to the Landlord, the Service Provider may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Service Provider and any Third Party Supplier on condition that:

- (a) the Service Provider notifies the Landlord of the identity of the occupier and the part of the Property to be occupied;
- (b) the Service Provider does not allow more than three occupiers (excluding the Service Provider) to share occupation of the Property;
- (c) no relationship of landlord and tenant is established by that arrangement; and
- (d) that any such arrangement ends upon such company ceasing to be within the same group of companies as the Service Provider or ceases to be a Third Party Supplier

and the Service Provider shall notify the Landlord promptly when any such arrangement ends.

- 15.3 If the Landlord so requests, the Service Provider shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

16. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Service Provider shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Service Provider shall keep the Landlord informed of the progress and completion of its application.

17. REPAIRS

- 17.1 The Service Provider shall:

- (a) keep the Property clean and tidy and in good repair and condition except that the Service Provider shall not be required to put the Property into any better state of repair or condition than it was in at the date of this lease as evidenced by the Schedule of Condition; and
- (b) ensure that any Service Media within and exclusively serving the Property is kept in good working order in accordance with the Contract.

- 17.2 The Service Provider shall repair any damage caused to any part of the Circulation Area or the Accessway by the deliberate or negligent act or default of the Service Provider or its employees, contractors, agents (or those of a Third Party Supplier and its employees, contractors or agents) or caused by any of its vehicles.

- 17.3 The Service Provider shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Service Provider or its respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
- (b) the insurance cover in relation to that disrepair is excluded, limited or is unavailable.

18. DECORATION

- 18.1 The Service Provider shall decorate the outside and the inside of any building on the Property as often as is reasonably necessary and also in the last year before the end of the term except that the Service Provider shall not be required to put the Property into any better state of decoration than it was in at the date of this lease as evidenced by the Schedule of Condition.

- 18.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

- 18.3 All decoration carried out in the last year of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

19. INDUSTRIAL COVENANTS

- 19.1 The Service Provider must:

- (a) not permit any vehicles belonging to it or used by the Service Provider to block any access to or egress from the Property and must use reasonable endeavours to secure that any persons calling at the Property expressly or by

implication with the Service Provider's authority do not permit any vehicle so to stand;

- (b) not discharge any oil or grease or any deleterious, objectionable, dangerous, poisonous, noxious or explosive matter or substance into any Service Media on the Property, and must take all reasonable measures to ensure that any effluent discharged by the Service Provider on the Property does not harm the environment, pollute the water of any stream or river or corrode or otherwise harm the Service Media or cause obstruction or deposit in them;
- (c) if the Service Provider spills or deposits any noxious substance in a quantity that may cause serious damage to or contamination of the environment, as soon as reasonably possible inform the Landlord of such spillage or deposit and clean up any spillage or deposit as soon as reasonably practicable;
- (d) not cause or permit any gritty, noxious or offensive emissions from the Property (but the use of the premises for the use authorised by this Lease shall not be a breach of this covenant).

20. ALTERATIONS

- 20.1 The Service Provider shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the prior consent of the Landlord, provided that such consent shall not be unreasonably withheld or delayed in relation to:
- (a) the creation of openings in the walls within or bounding the Property for the passage of Service Media; and
 - (b) fixing holes drilled into the floor or ceiling slabs, blockwork of plaster,
- so long as such alterations do not affect the structural integrity of the Property.
- 20.2 The Service Provider shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media on the exterior of the Property without the prior consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 20.3 The Service Provider shall be entitled to make any internal, non-structural alteration to the Property without the prior consent of the Landlord but the Service Provider must notify the Landlord promptly after completing those works and provide such details as the Landlord requires (acting reasonably).
- 20.4 The Landlord will require to inspect and approve detailed plans and specifications for any proposed alteration detailed in clauses 20.1 and 20.2 prior to any works being undertaken.

21. SIGNS

- 21.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 21.2 The Service Provider shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside without the prior consent of the Landlord.
- 21.3 Before the end of the term, the Service Provider shall remove any Signs placed by it at the Property and shall make good any damage or disturbance caused to the Property by that removal.
- 21.4 The Service Provider shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

22. LANDLORD'S BREAK CLAUSE: ROLLING BREAK

- 22.1 Subject to clause 22.5, the Landlord may terminate this lease at any time by serving a Break Notice on the Service Provider not less than six months before the Break Date.
- 22.2 The Break Notice shall specify the Break Date but shall not specify as the Break Date a date which is earlier than six months after the date on which the Break Notice is deemed to have been served on the Service Provider as provided by clause 22.5 (and for the avoidance of doubt, the day of deemed service shall not be taken into account in calculating the period of six months).
- 22.3 The Break Notice shall be:
- (a) in writing and for the purposes of this clause writing does not include facsimile transmission or e-mail;
 - (b) shall be signed by or on behalf of the Landlord; and
 - (c) served by delivering it by hand or sending it by pre-paid first class post or recorded delivery to the Service Provider at the registered office of the Service Provider.
- 22.4 In proving service of the Break Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Break Notice was correctly addressed and posted by pre-paid first class post or recorded delivery as the case may be.
- 22.5 A Break Notice delivered or sent by the Landlord in accordance with clause 22.3 shall be deemed to have been served on the Service Provider:
- (a) if delivered by hand, on the day of delivery; or
 - (b) if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).
- 22.6 Neither section 196 of the Law of Property Act 1925, nor section 1139 of the Companies Act 2006 shall apply to a Break Notice.
- 22.7 Subject to clause 22.3, following service of the Break Notice, this lease shall terminate on the Break Date specified in the Break Notice.
- 22.8 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of either party in respect of any antecedent breach of the other party of the covenants of this lease, including any covenants expressed to be complied with before the end of the term.

23. RETURNING THE PROPERTY TO THE LANDLORD

- 23.1 At the end of the term however determined the Service Provider shall return the Property to the Landlord in the repair and condition required by this lease.
- 23.2 At the end of the term, the Landlord shall have the option of:
- (a) retaining any item or alteration the Service Provider has fixed to the Property (including any replacement item of any item comprised in the Authorities' Assets (as defined in the Contract or as identified in the inventory annexed to this lease); or
 - (b) requiring the Service Provider to remove items it has fixed to the Property;
 - (c) requiring the Service Provider to remove any alterations it has made to the Property,

and to make good any damage caused to the Property by such removal.

23.3 At the end of the term, the Service Provider shall remove from the Property all chattels belonging to or used by it and yield up with vacant possession.

23.4 The Service Provider irrevocably appoints the Landlord to be the Service Provider's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Service Provider on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Service Provider by reason of that storage or disposal. The Service Provider shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

24. USE

24.1 The Service Provider shall not use the Property for any purpose other than for the purpose of the provision of the Services in accordance with the Contract.

24.2 The Service Provider shall not use the Property or exercise any of the Rights:

- (a) for any illegal purpose; or
- (b) for any purpose or in a manner that would cause loss, damage, injury, legal nuisance or material inconvenience to the Landlord, its other contractors or any other owner or occupier of neighbouring property, including but not limited to the Landlord's Neighbouring Property; or
- (c) in any way that would vitiate the Landlord's insurance of the Property; or
- (d) in a manner that would interfere with any right subject to which this lease is granted.

24.3 The Service Provider shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

24.4 The Service Provider shall not knowingly cause the Accessway or the Circulation Area to become untidy or in dirty condition nor cause any obstruction of the Accessway or the Circulation Area.

24.5 The Service Provider shall not without the Landlord's consent use the Parking Areas other than for the parking of vehicles plant and machinery.

24.6 The Service Provider shall not without the Landlord's consent keep store or stack or lay out upon the Parking Areas any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean unsightly or in any way detrimental to the Property or the area generally.

24.7 The Service Provider shall not without the Landlord's consent keep or store on the Parking Areas any caravan or moveable dwelling.

24.8 The Service Provider shall observe all reasonable regulations made from time to time by the Landlord in accordance with the principles of good estate management relating to the use and management of the Property and the Landlord's Neighbouring Property (including the Accessway and the Circulation Area).

25. COMPLIANCE WITH LAWS

25.1 The Service Provider shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Service Provider;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where

necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;

- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

25.2 Without prejudice to any obligation on the Service Provider to obtain any consent or approval under this lease, the Service Provider shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

25.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Service Provider shall:

- (a) send a copy of the relevant document to the Landlord; and
- (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

25.4 The Service Provider shall not apply for any planning permission for the Property without the Landlord's consent.

25.5 The Service Provider shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Service Provider shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

25.6 The Service Provider shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

25.7 As soon as the Service Provider becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Service Provider shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Service Provider to comply with any of the tenant covenants in this lease.

25.8 The Service Provider shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

26. ENERGY PERFORMANCE CERTIFICATES

26.1 The Service Provider shall:

- (a) cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Service Provider that would assist in obtaining an Energy Performance Certificate; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.

26.2 The Service Provider shall not commission an Energy Performance Certificate for the Property without the Landlord's consent.

27. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 27.1 The Service Provider shall not grant any right or licence over the Property to a third party.
- 27.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Service Provider shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 27.3 The Service Provider shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 27.4 The Service Provider shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 27.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Service Provider shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

28. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

- 28.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Service Provider a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 28.2 If the Service Provider has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then forthwith) or if the Service Provider is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 28.3 The proper costs incurred by the Landlord in carrying out any works pursuant to this clause (and any proper professional fees and any VAT in respect of those costs) shall be a debt due from the Service Provider to the Landlord and payable on demand.
- 28.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights.

29. INDEMNITY

The Service Provider shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Service Provider or its respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

30. LANDLORD'S COVENANTS

- 30.1 The Landlord covenants with the Service Provider, that, so long as the Service Provider pays the rents reserved by and complies with its obligations in this lease, the Service Provider shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.
- 30.2 The Landlord covenants with the Service Provider to keep the Accessway and the Circulation Area in good and tenable repair and condition Provided That:
- (a) Subject to clause 30.3, the Landlord shall not be obliged to put the Circulation Area into any better state of repair or condition than it was in at the date of this lease as evidenced by the Schedule of Condition.
 - (b) This covenant shall not require the Landlord to carry out any works required as a result of the Tenant's negligence or breach of its covenants in this lease and the Landlord is not required to remedy any want of repair or condition unless he has notice of it.
 - (c) The Landlord shall not substantially improve either the Accessway or the Circulation Area from its current condition at the date of this Lease at any time on and after 1 June 2023. Prior to 1 June 2023, the Landlord shall not substantially improve either the Accessway or the Circulation Area from its current condition at the date of this lease unless the Accessway or the Circulation Area are beyond economic repair.
- 30.3 The Landlord covenants with the Service Provider to repair at the Landlord's cost the part of the Circulation Area in the approximate location marked 'K' on Plan 2 (and as shown in the attached photograph marked 'Photograph A') within six months of the first day of the Contractual Term.

31. DETERMINATION

- 31.1 If the Contract shall determine for whatever reason then upon such determination this lease shall immediately cease and determine. Any notice served by the Authorised Officer to terminate the Contract shall also be deemed to have the effect of terminating this lease on the date of termination of the Contract.
- 31.2 The determination of the Term (however and whenever that occurs) shall be without prejudice to the rights of either party against the other which have accrued at the time of its determination.

32. JOINT AND SEVERAL LIABILITY

- 32.1 Where the Service Provider comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Service Provider arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 32.2 The obligations of the Service Provider are owed to the Landlord and the obligations of the Landlord are owed to the Service Provider.
- 32.3 The Landlord shall not be liable to the Service Provider for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Service Provider has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

33. ENTIRE AGREEMENT

- 33.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 33.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 33.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 33.4 Nothing in this clause shall limit or exclude any liability for fraud.

34. NOTICES, CONSENTS AND APPROVALS

- 34.1 Unless otherwise specified by this lease, notices to be served under this lease shall be served in accordance with the provisions for the service of notices in the Contract
- 34.2 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

- 34.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 34.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

- 34.5 Nothing contained or implied in this lease shall prejudice or affect the rights powers duties and obligations of the Landlord in exercise of its functions as a local authority and the rights powers and duties and obligations of the Landlord under all public and private statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the Property as if the Landlord were not the owner of the same and as if this lease had not been executed by it.

35. DISPUTE RESOLUTION

- 35.1 Any dispute shall be determined by an independent surveyor who is a Member or Fellow of the RICS (**Surveyor**). The Landlord and the Service Provider may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the time being of the RICS for the Surveyor to be appointed.
- 35.2 The Surveyor shall:
- (a) act as an expert and not as an arbitrator;
 - (b) give the Landlord and the Service Provider an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The

parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision;

- (c) give his decision in writing, and such written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud;
- (d) have the discretion to direct the proportion of the fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor that are payable by the Landlord and the Service Provider. If either party does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the other party may pay that part and the amount it pays shall be a debt of the defaulter due and payable on demand. If the Surveyor makes no direction, then the parties shall bear their own costs in connection with the determination of the dispute.

35.3 Either the Landlord or the Service Provider may apply to the President to discharge the Surveyor if the Surveyor:

- (a) dies;
- (b) becomes unwilling or incapable of acting; or
- (c) unreasonably delays in making any determination.

Clause 35.1 shall then apply in relation to the appointment of a replacement.

36. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

37. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

38. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

38.1 The parties confirm that:

- (a) the Landlord served a notice on the Service Provider, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) HELEN STANLEY who was duly authorised by the Service Provider to do so made a statutory declaration dated [] 2017 in accordance with the requirements of section 38A(3)(b) of the LTA 1954. there is no agreement for lease to which this lease gives effect.

38.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

39. NON-FETTER

All rights and duties which the Landlord has as a local authority or which any of the Landlord's officers have as local authority officers are expressly reserved and the consent of the Landlord given pursuant to this agreement shall be without prejudice to any determination which the Landlord may be required to make in its capacity as a local authority or as a waste collection authority.

40. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

THIS LEASE has been entered into as a deed on the date stated at the beginning of it.

Executed as a deed by affixing

THE COMMON SEAL of

ELMBRIDGE BOROUGH COUNCIL

to this deed

in the presence of and attested by the Head
of Legal Services:

.....

Executed as a deed by **AMEY LG
LIMITED** acting by one director, in the
presence of:

.....

Director

.....

Witness Signature

.....

Witness Name

.....

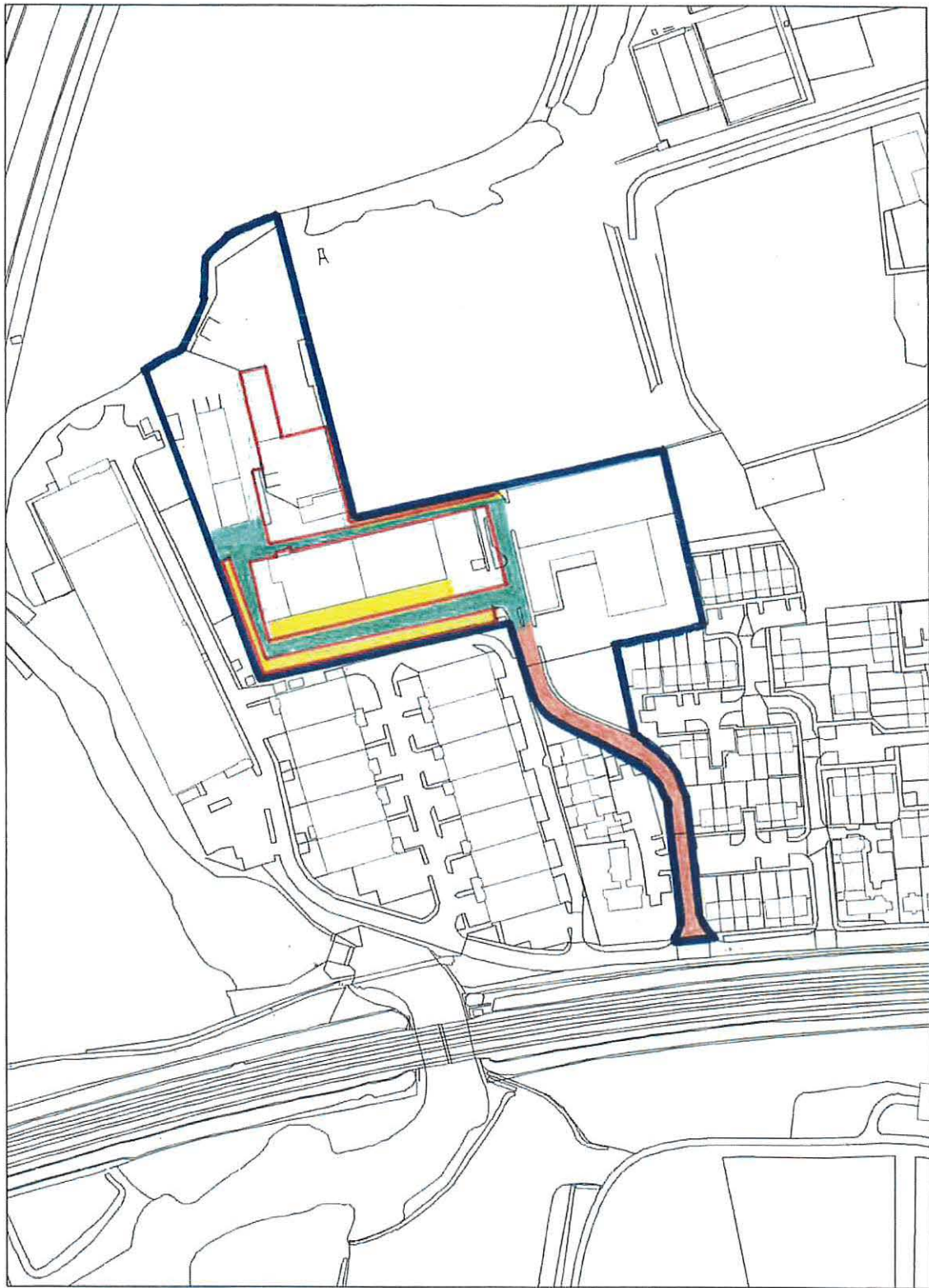
Witness Address

.....

.....

.....

Witness Occupation



Site Address :

Scale: Scale: 1:2500

Date: 16/03/17



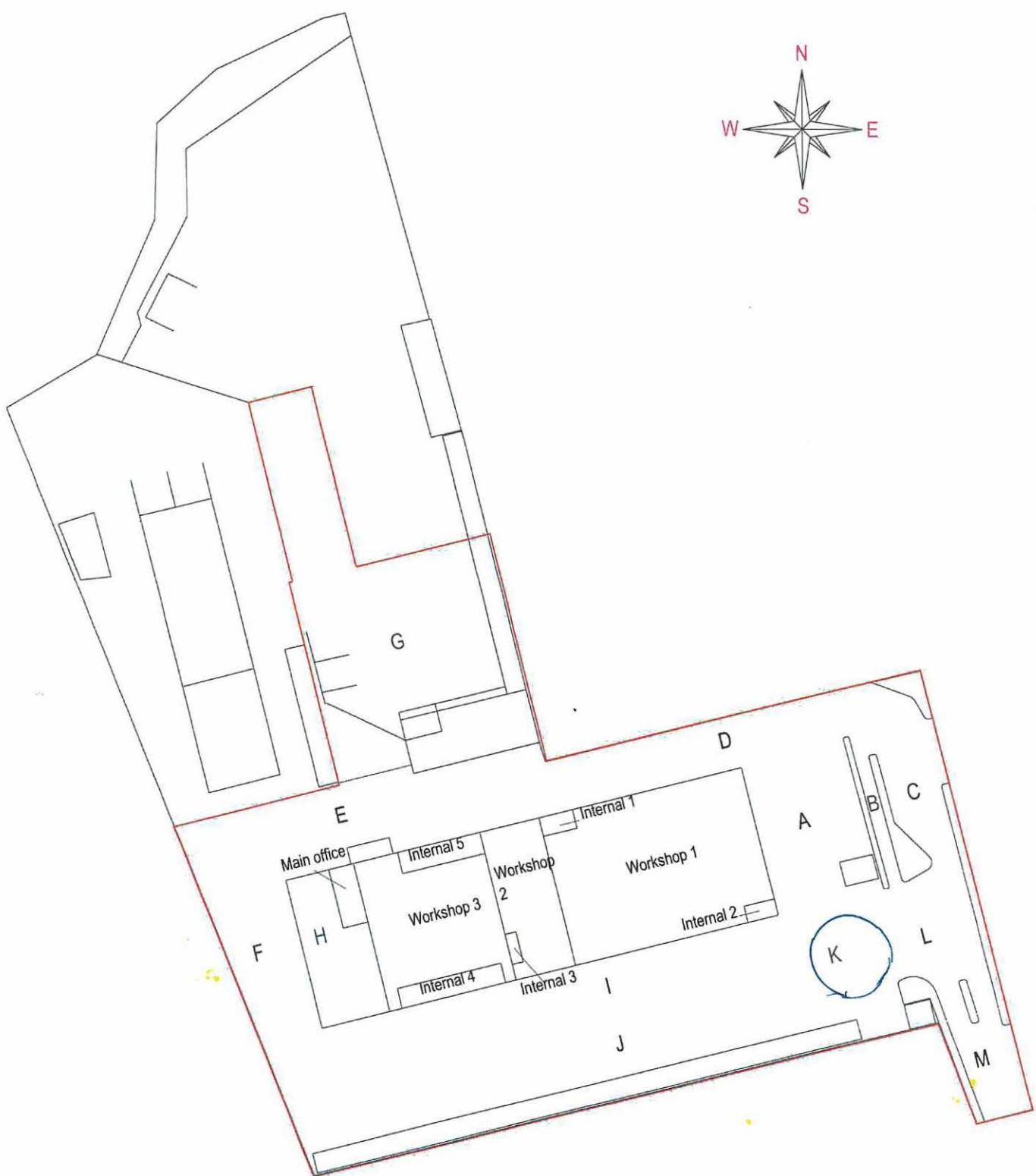
**Elmbridge
Borough Council**

bridging the communities

Civic Centre, High Street, Esher, Surrey, KT10 9SD

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Appendix B - Site Plan: Depot and Yard



Dated

201[]

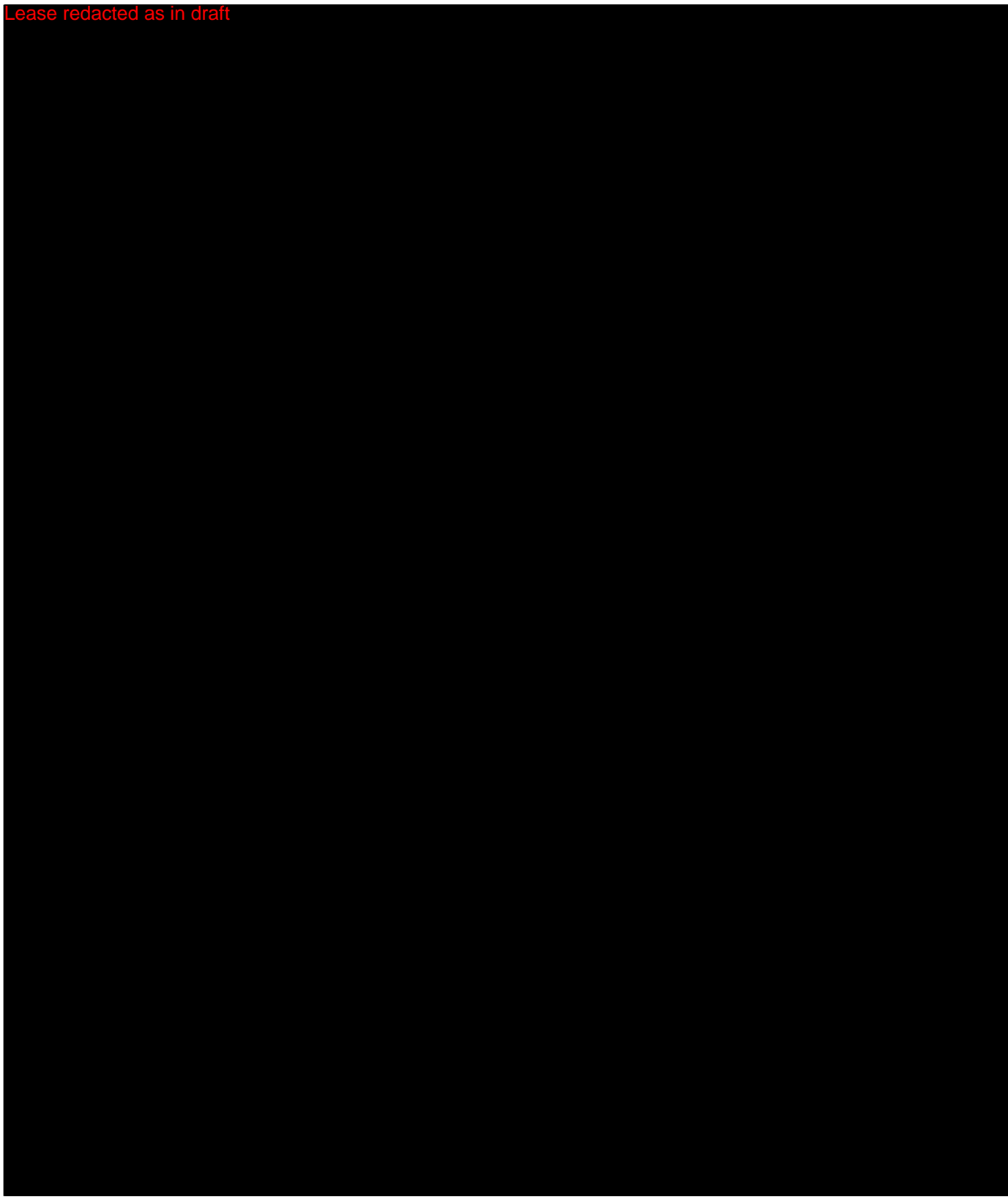
MOLE VALLEY DISTRICT COUNCIL
and
AMEY LG LIMITED

Lease

Relating To

Accommodation at Station Road Depot, Dorking, Surrey

Lease redacted as in draft



Form of Lease for Surrey Heath Depot
Dated 201[*]

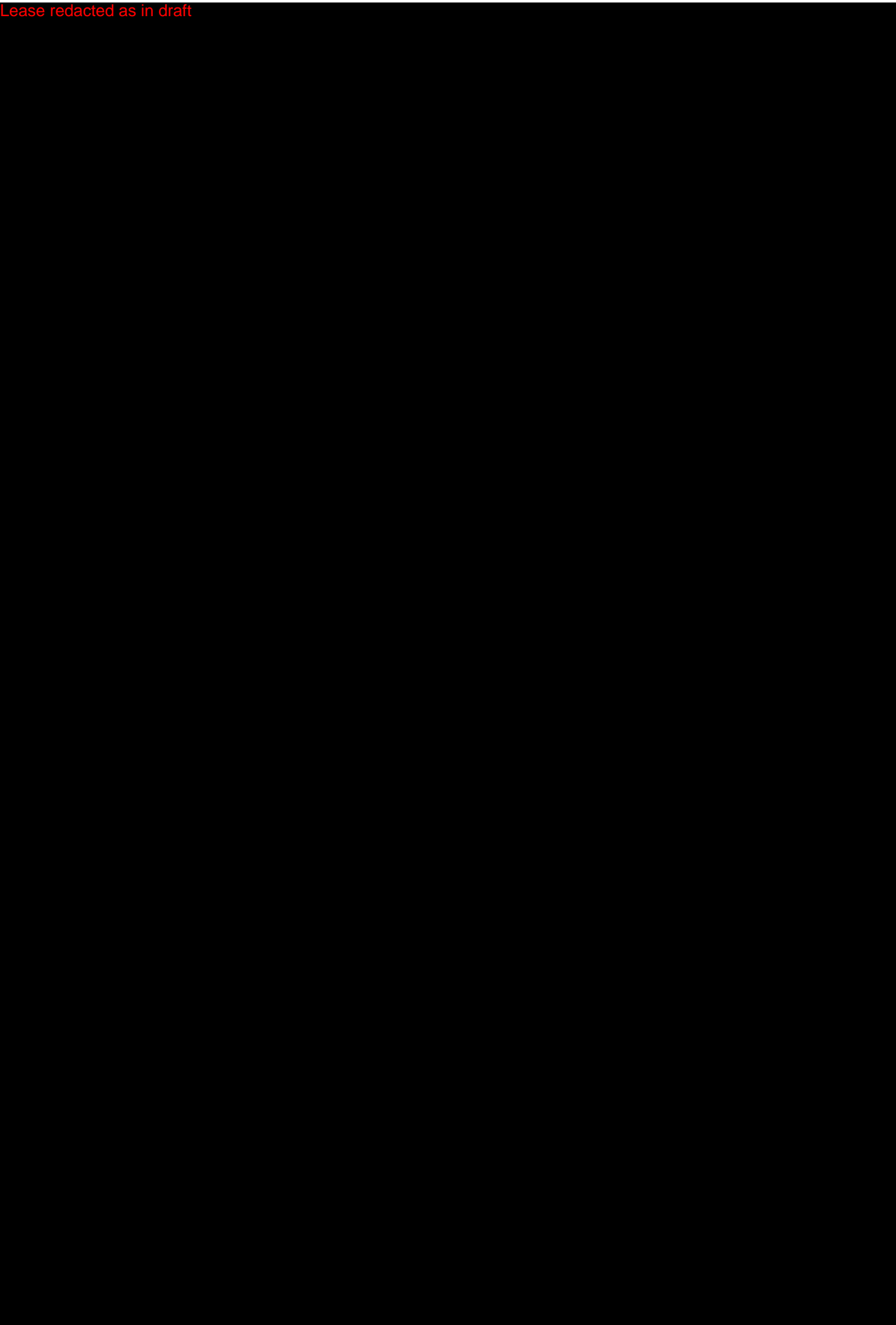
SURREY HEATH BOROUGH COUNCIL
and
AMEY LG LIMITED

Lease

Relating To

14 Doman Road, Camberley, Surrey, GU15 3DF

Lease redacted as in draft



Dated

2017

WOKING BOROUGH COUNCIL

and

AMEY LG LIMITED

Lease

Relating To

First floor offices and meeting room and car parking at 15a Monument Way Depot, Monument Way
east, Woking, Surrey, GU21 5LY

TABLE OF CONTENTS

1.	Interpretation and Definitions.....	3
2.	Grant.....	5
3.	Ancillary rights.....	6
4.	Rights excepted and reserved.....	6
5.	Third Party Rights.....	7
6.	The Rent.....	7
7.	Insurance.....	7
8.	Rates and taxes.....	Error! Bookmark not defined.
9.	Utilities.....	10
10.	Common items.....	10
11.	VAT.....	10
12.	Default interest and interest.....	10
13.	Costs.....	11
14.	Registration of this lease.....	11
15.	Prohibition of dealings.....	11
16.	Closure of the registered title of this lease.....	12
17.	Repairs.....	12
18.	Decoration.....	12
19.	Industrial Covenants.....	13
20.	Alterations.....	13
21.	Signs.....	13
22.	Landlord's Break Clause: Rolling Break.....	14
23.	Returning the Property to the Landlord.....	14
24.	Use.....	15
25.	Compliance with laws.....	16
26.	Energy performance certificates.....	16
27.	Encroachments, obstructions and acquisition of rights.....	17
28.	Breach of repair and maintenance obligation.....	17
29.	Indemnity.....	18
30.	Landlord's covenants.....	18
31.	Determination.....	18
32.	Joint and several liability.....	18
33.	Entire agreement.....	18
34.	Notices, consents and approvals.....	19
35.	Dispute Resolution.....	19
36.	Governing law.....	20
37.	Jurisdiction.....	20
38.	Exclusion of sections 24-28 of the LTA 1954.....	20
39.	Non-Fetter.....	20
40.	Contracts (Rights of Third Parties) Act 1999.....	21

**HM LAND REGISTRY
LAND REGISTRATION ACT 2002**

LEASE

Prescribed Clauses

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SY276697

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

WOKINGBOROUGH COUNCIL

Civic Offices

Gloucester Square

Woking

Surrey GU21 6YL

Tenant

AMEY LG LIMITED

The Sherard Building

Edmund Halley Road,

Oxford OX4 4DQ

Company Number: 3612746

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.2 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold

Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.2 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in clause 4.2 of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 5 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None.

THIS LEASE IS DATED

PARTIES

- (1) WOKING BOROUGH COUNCIL of Civic Offices, Gloucester Square, Woking, Surrey, GU21 6YL (**WBC or Landlord**); and
- (2) AMEY LG LIMITED incorporated and registered in England and Wales with company number 3612746 whose registered office is at The Sherard Building, Edmund Halley Road, Oxford OX4 4DQ (the **Service Provider**).

AGREED TERMS

1. INTERPRETATION AND DEFINITIONS

- 1.1 Terms and expressions used in this lease and defined in clause 1.1 of the Contract shall bear the same meaning as in the Contract and the interpretative provisions contained in clauses 1.2 to 1.17 of the Contract shall apply equally to the interpretation of this lease.

- 1.2 Subject to clause 1.1, the following definitions and rules of interpretation apply in this lease:

2. **Accessway:** the road and footpaths lying on part of the Landlord's Neighbouring Property which connects the Property to the public highway and connects each part of the Property to the remainder of the Property

Authorities: as defined in the Contract.

Break Date: the date stated in the Break Notice on which this lease shall terminate.

Break Notice: a notice to terminate this lease.

Building: 15a Monument Way Depot, Monument Way East, Woking, Surrey, GU21 5LY.

Contractual Term: a term of years beginning on, and including 11 September 2017 and ending on, and including 5 June 2027, subject to earlier termination in accordance with the provisions of this lease.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contract: the contract dated [] 2017 between the Authorities and the Service Provider for the provision of waste collection and street cleaning services, a copy of which is annexed to this lease.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the rate of statutory interest determined in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Landlord: means Woking Borough Council and references to WBC shall be construed accordingly.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as land on the east and west side of Monument Road Woking registered at HM Land Registry with title number SY276697.

LTA 1954: Landlord and Tenant Act 1954.

Parking Areas: all those parking areas demised to the Service Provider hatched red on the attached Plan B

Permitted Use: the use as offices and for the parking and storage of vehicles in connection with the duties arising under the Contract.

Property: firstly the part of the first floor of the Building, the floor plan of which is shown edged and hatched red on Plan A attached to this lease bounded by and including the internal wall and ceiling finishes and floor coverings of that part and the windows and window frames in those walls, but excluding all Service Media which are within that part but which do not serve it exclusively and excluding any load bearing or structural part and secondly the Parking Areas

Recommendation Report: a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Rent: rent at a rate of £1.00.

Rent Commencement Date: the first day of the Contractual Term.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

RICS: Royal Institution of Chartered Surveyors

Schedule of Condition: the photographic schedule signed by the parties annexed to this lease and marked "Schedule of Condition".

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Service Provider: includes any person who is for the time being bound by the tenant covenants in this lease.

Storage Areas: the storage area to be used by the Service Provider shown for the purpose of identification only hatched blue on the attached Plan B

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at [] 2017 in the property register of and entries of the charges register of title number SY276697.

Third Party Supplier: any person providing services to the Service Provider at the Property for the purposes of fulfilling the Service Provider's obligations under the Contract and whose use and occupation of the Property is solely for that purpose

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 2.1 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 2.2 A reference to **Landlord, Woking Borough Council and WBC** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Service Provider** includes a reference to its successors in title and assigns.
- 2.3 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, fairly and reasonably determined conclusively (except in the case of manifest error or as to questions of law) by the Landlord with regard to RICS and other relevant codes of practice.
- 2.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 2.5 Unless the context otherwise requires, references to the **Property** and to the **Circulation Area** is to the whole and any part of it.
- 2.6 A reference to the **term** is to the Contractual Term.
- 2.7 A reference to the **end of the term** is to the end of the term however it ends.
- 2.8 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 35.2 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 35.3.
- 2.9 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 2.10 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 2.11 Any obligation on the Service Provider not to do something includes an obligation not to allow that thing to be done and an obligation to use all reasonable endeavours to prevent that thing being done by another person.
- 2.12 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.13 Unless the context otherwise requires, references to clauses and Schedules without further designation are to the clauses and Schedules of this lease and references to paragraphs without further designation are to paragraphs of the relevant Schedule.
- 3. GRANT**
- 3.1 The Landlord with full title guarantee lets the Property to the Service Provider for the Contractual Term.
- 3.2 The grant is made together with the ancillary rights set out in clause 4, excepting and reserving to the Landlord the rights set out in clause 5, and subject to the Third Party Rights.
- 3.3 The grant is made with the Service Provider paying the following as rent to the Landlord:

- (a) the Rent (if demanded) and all VAT in respect of it;
- (b) all interest payable under this lease; and
- (c) all other sums due under this lease.

4. ANCILLARY RIGHTS

4.1 Except as mentioned in clause 4.2, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Service Provider may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

4.2 The following rights are granted to the Service Provider:

- (a) the right for the Service Provider and all persons expressly or by implication authorised by it (in common with the Landlord and all other persons having a like right) to use the Accessway at all times and for all purposes in connection with access to and egress from the Property and the Storage Areas for the Permitted Use; and
- (b) the right for the Service Provider to use and connect into any Service Media at the Landlord's Neighbouring Property and serve (but do not form part of) the Property which are in existence at the date of this lease.
- (c) the right for the Service Provider to use the Storage Areas in conjunction with its use of the Property; the location of the storage area may change during the term with notice to the Service Provider

4.3 The Service Provider shall exercise the Rights:

- (a) only in connection with its use of the Property for the Permitted Use and in a manner which is consistent with its obligations in clause 25.2; and
- (b) in a manner which causes as little damage as reasonably practicable to the Property and the Landlord's Neighbouring Property and as little inconvenience to the Landlord and other users or occupiers of the Landlord's Neighbouring Property as is reasonably practicable.

5. RIGHTS EXCEPTED AND RESERVED

5.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;
- (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations;

- (f) the right to maintain and/or re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property; and

NOTWITHSTANDING that the exercise of any of the Reservations or the works carried out pursuant to them result in a material reduction in the flow of light or air to the Property or loss of amenity for the Property.

5.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations;
- (b) for any other purpose mentioned in or connected with:
 - (i) the Contract;
 - (ii) the Services;
 - (iii) this lease;
 - (iv) the Reservations; and
 - (v) the Landlord's interest in the Property.

5.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

5.4 The Service Provider shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Service Provider.

5.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Service Provider or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

6. THIRD PARTY RIGHTS

6.1 The Service Provider shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

6.2 The Service Provider shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

7. THE RENT

7.1 The Service Provider shall pay the Rent and any VAT in respect of it on the Rent Commencement Date in accordance with this lease.

8. INSURANCE

8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass or window glass at the Property) insured (with a reputable insurance company) against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Service Provider.

- 8.2 The Landlord's obligation to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - (b) insurance being available in the UK insurance market on reasonable terms acceptable to the Landlord.
- 8.3 The Service Provider shall pay to the Landlord on demand:
- (a) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
 - (b) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes (Provided that the costs of such valuation are not charged to the Service Provider before the third year of the term and thereafter not more than once in any three year period)
- 8.4 The Service Provider warrants that prior to the execution of this lease it has disclosed to the Landlord in writing any conviction judgment or finding of any court or tribunal relating to the Service Provider (or any director other officer or major shareholder of the Service Provider) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of the Property against any of the Insured Risks.
- 8.5 The Service Provider shall:
- (a) immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
 - (b) immediately inform the Landlord in writing of any conviction judgment or finding of any court or tribunal relating to the Service Provider (or any director other officer or major shareholder of the Service Provider) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance of the Property;
 - (c) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Service Provider has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
 - (d) not store or bring onto the Property any article substance or liquid of a specially combustible inflammable or explosive nature save as allowed for pursuant to the Contract;
 - (e) not obstruct access to any fire equipment or the means of escape from the Property nor lock any fire door while the Property is occupied
 - (f) comply at all times with the requirements of the insurers relating to the Property notified to the Tenant in writing;
 - (g) forthwith give the Landlord notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
 - (h) not effect any insurance of the Property (except any plate glass or window glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass or

window glass) pay those proceeds or cause them to be paid to the Landlord; and

- (i) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Service Provider, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them

8.6 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild the Property after a notice has been served pursuant to clause 8.9.

8.7 In the event of any money received under any insurance policy effected by the Landlord in accordance with this lease or the Contract in respect of the Property being unexpended at the end of the Term all such insurance money shall belong absolutely to and be paid to the Landlord.

8.8 In the event of the Property or any Landlord's Neighbouring Property being destroyed or damaged by any of the Insured Risks and the insurance money under the Landlord's insurance policy covering the Property being by reason of any act neglect default or omission of the Service Provider wholly or partially irrecoverable to make up out of the Service Provider's own money any difference between all costs expenses, charges of rebuilding and reinstatement and any money received from the insurance policy (excluding any money received in respect of insurance against loss of rent or payments under the Contract) and to indemnify the Landlord against costs claims and demands made against it in respect thereof.

8.9 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving not less than 6 months' notice to the Service Provider. On expiry of the notice this lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach by the other party of the covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

8.10 The Landlord shall at the cost of the Landlord, at the renewal date of the insurance policy and upon written receipt of a written request from the Service Provider provide the Service Provider a written insurance summary specific to the Property together with written confirmation that the insurance is in force and has been renewed.

9. RATES AND TAXES

9.1 Subject to clause 24.2 of the Contract, the Service Provider shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there in accordance with the Contract, except:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

- 9.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Service Provider shall pay a fair proportion of the amount payable.
- 9.3 The Service Provider shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 9.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Service Provider, then the Service Provider shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

10. UTILITIES

- 10.1 The Service Provider shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property in accordance with the Contract.
- 10.2 If any of those costs are payable in relation to the Property together with other property, the Service Provider shall pay a fair proportion of all those costs.
- 10.3 The Service Provider shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11. COMMON ITEMS

- 11.1 The Service Provider shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of , all Service Media, the Accessway, structures and other items used or capable of being used by the Property in common with other property.
- 11.2 The Service Provider shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of , those Service Media, the Accessway, structures or other items.

12. VAT

- 12.1 All sums payable by the Service Provider are exclusive of any VAT that may be chargeable. The Service Provider shall subject to the provision of a valid VAT invoice addressed to the Service Provider pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 12.2 Every obligation on the Service Provider, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

13. DEFAULT INTEREST AND INTEREST

- 13.1 If any Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Service Provider shall pay the Landlord interest on that amount at the Interest Rate.
- 13.2 If the Landlord does not demand or accept any Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Service Provider is in breach of any of the tenant covenants of this lease, then the Service Provider shall, when that amount is accepted by the Landlord, also pay interest on that amount for the period beginning on the date the amount (or each

part of it) became due until the date it is accepted by the Landlord at the Interest Rate.

14. COSTS

14.1 The Service Provider shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in reasonable contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease during or within 6 months following the end of the term; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

14.2 Where the Service Provider is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15. REGISTRATION OF THIS LEASE

15.1 Promptly following the grant of this lease, the Service Provider shall apply to register this lease at HM Land Registry. The Service Provider shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly and the Landlord will take reasonable steps to assist with such requisitions if reasonably requested to do so by the Service Provider. Within one month after completion of the registration, the Service Provider shall send the Landlord official copies of its title.

15.2 The Service Provider shall not:

- (a) apply to HM Land Registry to designate this lease as an exempt information document;
- (b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
- (c) apply for an official copy of any exempt information document version of this lease.

16. PROHIBITION OF DEALINGS

16.1 Subject to clause 16.2, the Service Provider shall not assign, underlet, charge, part with or share possession or share occupation of the whole or part of this lease or the whole or part of the Property or hold the lease on trust for any person.

16.2 Subject to having given prior written notice to the Landlord, the Service Provider may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Service Provider and any Third Party Supplier on condition that:

- (a) the Service Provider notifies the Landlord of the identity of the occupier and the part of the Property to be occupied
 - (b) the Service Provider does not allow more than one occupier (Excluding the Service Provider) to share occupation of the Property
 - (c) no relationship of landlord and tenant is established by that arrangement; and
 - (d) that any such arrangement ends upon such company ceasing to be within the same group of companies as the Service Provider or ceases to be a Third Party Supplier.
- 16.3 If the Landlord so requests, the Service Provider shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

17. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Service Provider shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Service Provider shall keep the Landlord informed of the progress and completion of its application.

18. REPAIRS

18.1 The Service Provider shall:

- (a) keep the Property clean and tidy and in good repair and condition except that the Service Provider shall not be required to put the Property into any better state of repair or condition than it was in at the date of this lease as evidenced by the Schedule of Condition; and
- (b) ensure that any Service Media within and exclusively serving the Property is kept in good working order in accordance with the Contract.

18.2 The Service Provider shall repair any damage caused to any part of the Accessway by the deliberate or negligent act or default of the Service Provider or its employees, contractors, agents (or those of a Third Party Supplier and its employees, contractors or agents) or caused by any of its vehicles.

18.3 The Service Provider shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Service Provider or its respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
- (b) the insurance cover in relation to that disrepair is excluded, limited or is unavailable.

18.4 The Landlord shall keep the outside main walls and roof directly above and outside of the Property, the lift entrance hall passages staircases and other shared areas over which the Service Provider has access in good and proper repair

19. DECORATION

19.1 The Service Provider shall decorate the inside of the Property as often as is reasonably necessary and also in the last year before the end of the term except that the Service Provider shall not be required to put the Property into any better state of decoration than it was in at the date of this lease as evidenced by the Schedule of Condition.

19.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

19.3 All decoration carried out in the last year of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

20. INDUSTRIAL COVENANTS

20.1 The Service Provider must:

- (a) not permit any vehicles belonging to it or used by the Service Provider to block any access to or egress from the Property and must use reasonable endeavours to secure that any persons calling at the Property expressly or by implication with the Service Provider's authority do not permit any vehicle so to stand;
- (b) not discharge any oil or grease or any deleterious, objectionable, dangerous, poisonous, noxious or explosive matter or substance into any Service Media on the Property, and must take all reasonable measures to ensure that any effluent discharged by the Service Provider on the Property does not harm the environment, pollute the water of any stream or river or corrode or otherwise harm the Service Media or cause obstruction or deposit in them;
- (c) if the Service Provider spills or deposits any noxious substance in a quantity that may cause serious damage to or contamination of the environment, as soon as reasonably possible inform the Landlord of such spillage and clean up any spillage or deposit and clean up any spillage or deposits as soon as reasonably practicable;
- (d) not cause or permit any gritty, noxious or offensive emissions from the Property (but the use of the premises for the use authorised by this Lease shall not be a breach of this covenant).

21. ALTERATIONS

21.1 The Service Provider shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the prior consent of the Landlord, the consent at the absolute discretion of the Landlord.

21.2 The Service Provider shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media on the exterior of the Property without the prior consent of the Landlord, such consent not to be unreasonably withheld or delayed.

21.3 The Service Provider shall not be entitled to make any internal, non-structural alteration to the Property without the prior consent of the Landlord provided that such consent shall not be unreasonably withheld or delayed.

21.4 The Landlord will require to inspect and approve detailed plans and specifications for any proposed alteration detailed in clauses 20.1 and 20.2 prior to any works being undertaken.

22. SIGNS

22.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

- 22.2 The Service Provider shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside without the prior consent of the Landlord.
- 22.3 Before the end of the term, the Service Provider shall remove any Signs placed by it at the Property and shall make good any damage or disturbance caused to the Property by that removal.
- 22.4 The Service Provider shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.
- 23. LANDLORD'S BREAK CLAUSE: ROLLING BREAK**
- 23.1 Subject to clause 22.5, the Landlord may terminate this lease at any time by serving a Break Notice on the Service Provider not less than six months before the Break Date.
- 23.2 The Break Notice shall specify the Break Date but shall not specify as the Break Date a date which is earlier than six months after the date on which the Break Notice is deemed to have been served on the Service Provider as provided by clause 22.5 (and for the avoidance of doubt, the day of deemed service shall not be taken into account in calculating the period of six months).
- 23.3 The Break Notice shall be:
- (a) in writing and for the purposes of this clause writing does not include facsimile transmission or e-mail;
 - (b) shall be signed by or on behalf of the Landlord; and
 - (c) served by delivering it by hand or sending it by pre-paid first class post or recorded delivery to the Service Provider at the registered office of the Service Provider.
- 23.4 In proving service of the Break Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Break Notice was correctly addressed and posted by pre-paid first class post or recorded delivery as the case may be.
- 23.5 A Break Notice delivered or sent by the Landlord in accordance with clause 22.3 shall be deemed to have been served on the Service Provider:
- (a) if delivered by hand, on the day of delivery; or
 - (b) if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).
- 23.6 Neither section 196 of the Law of Property Act 1925, nor section 1139 of the Companies Act 2006 shall apply to a Break Notice.
- 23.7 Subject to clause 22.3, following service of the Break Notice, this lease shall terminate on the Break Date specified in the Break Notice.
- 23.8 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of either party in respect of any antecedent breach of the other party of the covenants of this lease, including any covenants expressed to be complied with before the end of the term.
- 24. RETURNING THE PROPERTY TO THE LANDLORD**
- 24.1 At the end of the term however determined the Service Provider shall return the Property to the Landlord in the repair and condition required by this lease.
- 24.2 At the end of the term, the Landlord shall have the option of:

- (a) retaining any item or alteration the Service Provider has fixed to the Property (including any replacement item of any item comprised in the Authorities' Assets (as defined in the Contract or as identified in the inventory annexed to this lease); or
- (b) requiring the Service Provider to remove items it has fixed to the Property;
- (c) requiring the Service Provider to remove any alterations it has made to the Property,

and to make good any damage caused to the Property by such removal.

24.3 At the end of the term, the Service Provider shall remove from the Property all chattels belonging to or used by it and yield up with vacant possession.

24.4 The Service Provider irrevocably appoints the Landlord to be the Service Provider's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Service Provider on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Service Provider by reason of that storage or disposal. The Service Provider shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

25. USE

25.1 The Service Provider shall not use the Property and/or the Storage Areas for any purpose other than for the purpose of the provision of the Services in accordance with the Contract.

25.2 The Service Provider shall not use the Property and/or the Storage Areas or exercise any of the Rights:

- (a) for any illegal purpose; or
- (b) for any purpose or in a manner that would cause loss, damage, injury, legal nuisance or material inconvenience to the Landlord, its other contractors or any other owner or occupier of neighbouring property, including but not limited to the Landlord's Neighbouring Property; or
- (c) in any way that would vitiate the Landlord's insurance of the Property; or
- (d) in a manner that would interfere with any right subject to which this lease is granted.

25.3 The Service Provider shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

25.4 The Service Provider shall not knowingly cause the Accessway to become untidy or in dirty condition nor cause any obstruction of the Accessway.

25.5 The Service Provider shall not without the Landlord's consent use the Parking Areas other than for the parking of vehicles plant and machinery.

25.6 The Service Provider shall not without the Landlord's consent keep store or stack or lay out upon the Parking Areas any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean unsightly or in any way detrimental to the Property or the area generally.

25.7 The Service Provider shall not without the Landlord's consent keep or store on the Parking Areas any caravan or moveable dwelling.

25.8 The Service Provider shall observe all reasonable regulations made from time to time by the Landlord in accordance with the principles of good estate management relating to the use and management of the Property and the Landlord's Neighbouring Property (including the Accessway)

26. COMPLIANCE WITH LAWS

26.1 The Service Provider shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Service Provider;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

26.2 Without prejudice to any obligation on the Service Provider to obtain any consent or approval under this lease, the Service Provider shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

26.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Service Provider shall:

- (a) send a copy of the relevant document to the Landlord; and
- (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

26.4 The Service Provider shall not apply for any planning permission for the Property without the Landlord's consent.

26.5 The Service Provider shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Service Provider shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

26.6 The Service Provider shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

26.7 As soon as the Service Provider becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Service Provider shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Service Provider to comply with any of the tenant covenants in this lease.

26.8 The Service Provider shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

27. ENERGY PERFORMANCE CERTIFICATES

27.1 The Service Provider shall:

- (a) cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Service Provider that would assist in obtaining an Energy Performance Certificate; and
 - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.
- 27.2 The Service Provider shall not commission an Energy Performance Certificate for the Property without the Landlord's consent.
- 28. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 28.1 The Service Provider shall not grant any right or licence over the Property to a third party.
- 28.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Service Provider shall:
 - (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 28.3 The Service Provider shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 28.4 The Service Provider shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 28.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Service Provider shall:
 - (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.
- 29. BREACH OF REPAIR AND MAINTENANCE OBLIGATION**
- 29.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Service Provider a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 29.2 If the Service Provider has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then forthwith) or if the Service Provider is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 29.3 The proper costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Service Provider to the Landlord and payable on demand.
- 29.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights.

30. INDEMNITY

The Service Provider shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Service Provider or its respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

31. LANDLORD'S COVENANTS

31.1 The Landlord covenants with the Service Provider, that, so long as the Service Provider pays the rents reserved by and complies with its obligations in this lease, the Service Provider shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

31.2 The Landlord covenants with the Service Provider to keep the Accessway a in good and tenantable repair and condition Provided That:

- (a) the Landlord shall not be obliged to put the Accessway into any better state of repair or condition than it was in at the date of this lease as evidenced by the Schedule of Condition.
- (b) This covenant shall not require the Landlord to carry out any works required as a result of the Tenant's negligence or breach of its covenants in this lease and the Landlord is not required to remedy any want of repair or condition unless he has notice of it ;

32. DETERMINATION

32.1 If the Contract shall determine for whatever reason then upon such determination this lease shall immediately cease and determine. Any notice served by the Authorised Officer to terminate the Contract shall also be deemed to have the effect of terminating this lease on the date of termination of the Contract.

32.2 The determination of the Term (however and whenever that occurs) shall be without prejudice to the rights of either party against the other which have accrued at the time of its determination.

33. JOINT AND SEVERAL LIABILITY

33.1 Where the Service Provider comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Service Provider arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

33.2 The obligations of the Service Provider are owed to the Landlord and the obligations of the Landlord are owed to the Service Provider.

33.3 The Landlord shall not be liable to the Service Provider for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Service Provider has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

34. ENTIRE AGREEMENT

34.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence,

negotiations, arrangements, understandings and agreements between them relating to their subject matter.

34.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

34.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

34.4 Nothing in this clause shall limit or exclude any liability for fraud.

35. NOTICES, CONSENTS AND APPROVALS

35.1 Unless otherwise specified by this lease, notices to be served under this lease shall be served in accordance with the provisions for the service of notices in the Contract

35.2 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

35.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

35.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

35.5 Nothing contained or implied in this lease shall prejudice or affect the rights powers duties and obligations of the Landlord in exercise of its functions as a local authority and the rights powers and duties and obligations of the Landlord under all public and private statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the Property as if the Landlord were not the owner of the same and as if this lease had not been executed by it.

36. DISPUTE RESOLUTION

36.1 Any dispute shall be determined by an independent surveyor who is a Member or Fellow of the RICS (**Surveyor**). The Landlord and the Service Provider may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the time being of the RICS for the Surveyor to be appointed.

36.2 The Surveyor shall:

- (a) act as an expert and not as an arbitrator;
- (b) give the Landlord and the Service Provider an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such

assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision;

- (c) give his decision in writing, and such written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud;
- (d) have the discretion to direct the proportion of the fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor that are payable by the Landlord and the Service Provider. If either party does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the other party may pay that part and the amount it pays shall be a debt of the defaulter due and payable on demand. If the Surveyor makes no direction, then the parties shall bear their own costs in connection with the determination of the dispute.

36.3 Either the Landlord or the Service Provider may apply to the President to discharge the Surveyor if the Surveyor:

- (a) dies;
- (b) becomes unwilling or incapable of acting; or
- (c) unreasonably delays in making any determination.

Clause 36.1 shall then apply in relation to the appointment of a replacement.

37. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

38. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

39. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

39.1 The parties confirm that:

- (a) the Landlord served a notice on the Service Provider, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) HELEN STANLEY who was duly authorised by the Service Provider to do so made a statutory declaration dated [] 2017 in accordance with the requirements of section 38A(3)(b) of the LTA 1954. there is no agreement for lease to which this lease gives effect.

39.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

40. NON-FETTER

All rights and duties which the Landlord has as a local authority or which any of the Landlord's officers have as local authority officers are expressly reserved and the consent of the Landlord given pursuant to this agreement shall be without prejudice to any determination which the Landlord may be required to make in its capacity as a local authority or as a waste collection authority.

41. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

THIS LEASE has been entered into as a deed on the date stated at the beginning of it.

Executed as a deed by affixing
THE COMMON SEAL of
WOKING BOROUGH COUNCIL

to this deed
in the presence of

.....
Mayor

Head of Democratic and Legal Services

Executed as a deed by **AMEY LG LIMITED** acting by one director, in the presence of:

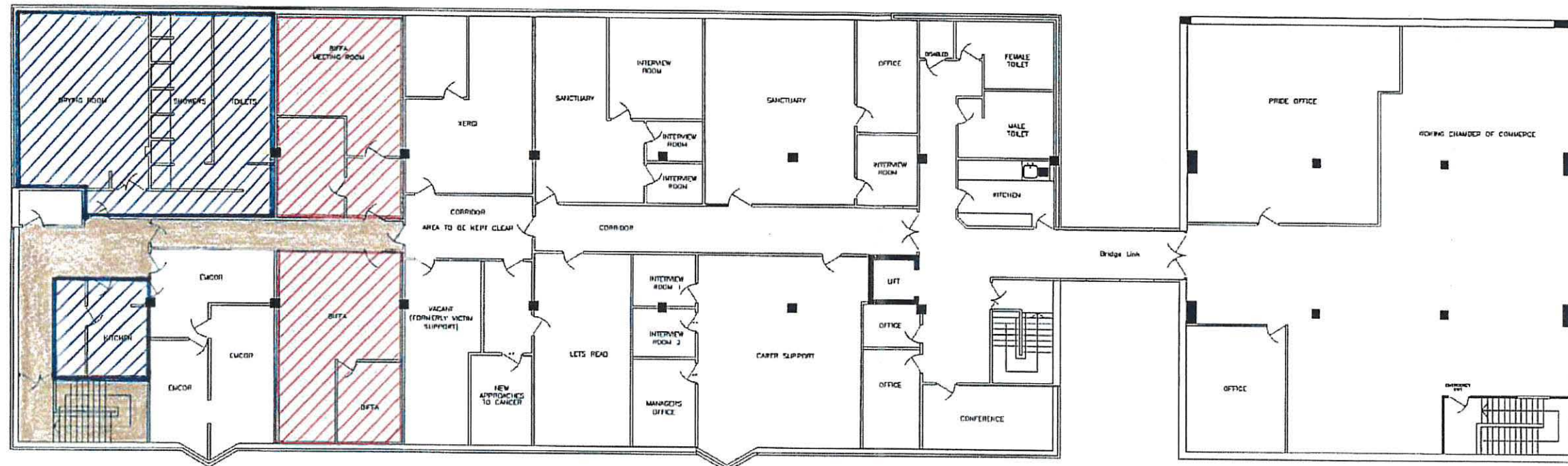
.....
Director

.....
Witness Signature

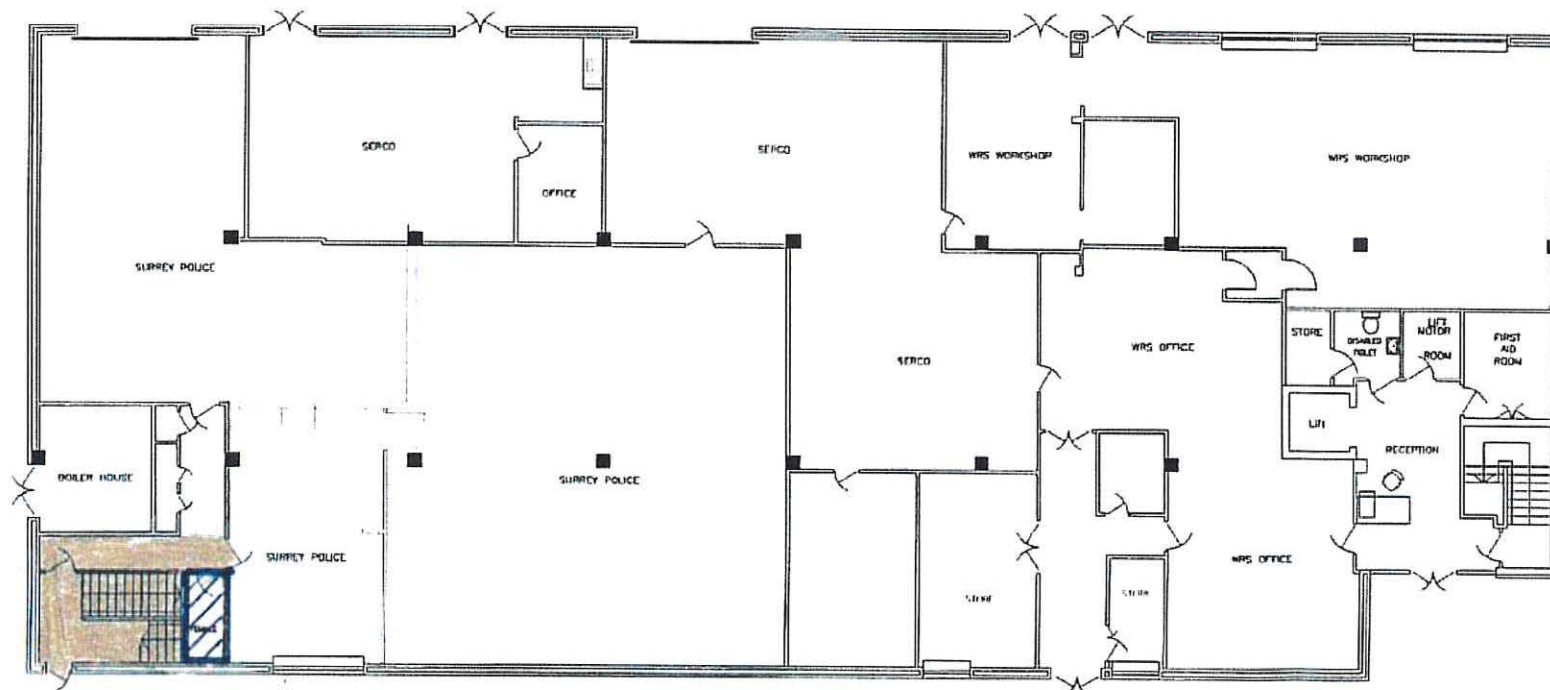
.....
Witness Name

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Witness Address

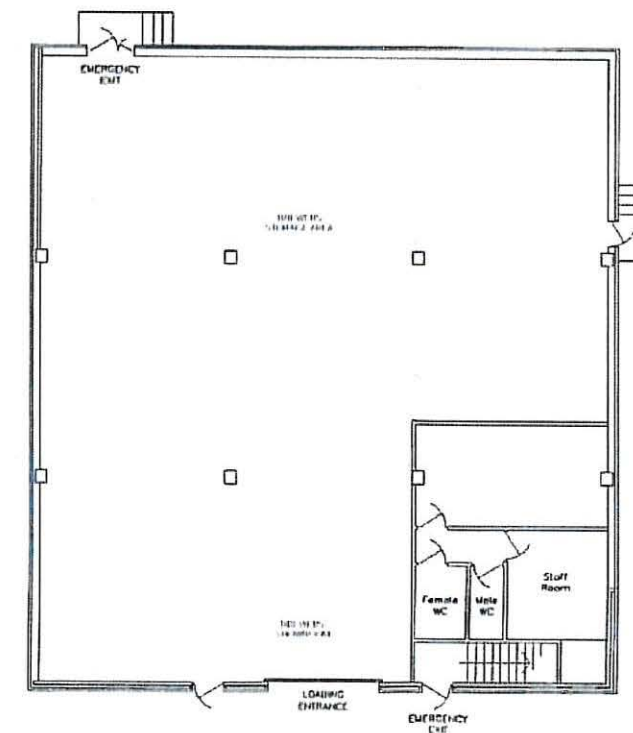
.....
.....
.....
Witness Occupation



FIRST FLOOR LAYOUT



GROUND FLOOR LAYOUT



PLAN.A.

REV	DESCRIPTION	DATE
1	LAYOUT UPDATED	8-07-11

CMC OFFICES, GLOUCESTER SQUARE,
WOKING, SURREY, GU21 6YL
TEL: 01483 743448 FAX: 01483 725200



WBC DEPOT
MONUMENT WAY EAST
WOKING
SURREY

EXISTING LAYOUT
UPDATED: 08/02/2011

SCALE: 1/200	DATE: 15.09.03
DRAWN BY: JP	CHECKED BY:
CAD DRAWING REF: 03	APPROVED BY: BS/MWED-03
Page: A	

(DO NOT SCALE FROM THIS DRAWING)

Schedule 21 Press Protocol

1. Introduction

This protocol outlines the process by which the Authorities and the Service Provider shall handle all media enquiries from journalists relating to the Services provided by the Service Provider under this agreement, or any other matter arising under or in connection with this agreement. It shall be supplemented by specific media handling protocols in the Service Provider's Service Continuity Plan and any Authority Emergency Plan.

The objectives of this protocol are to ensure that:

- all interaction with the media is controlled and coordinated by experienced communications professionals;
- the reputations of both organisations are upheld and protected at all times; and
- the Authorities and the Service Provider provide a co-ordinated efficient and effective media relations service.

The Service Provider shall, and shall ensure that its Service Provider's Personnel shall, adhere to the guidelines set out in this protocol.

2. Proactive media relations

The Authorities' proactive media:

The Authorised Officer, or the communications team supporting the Authorised Officer, may develop proactive media relations including press releases or statements relating to the Services provided by the Service Provider under this agreement or any other matter arising under or in connection with this agreement.

If such press releases or statements or any other engagement with the media include a reference to the Service Provider, or the Services the Service Provider provides, these communications should be approved by the Service Provider's communications team prior to being released.

The Authorities shall notify the Service Provider of the deadline by which the communication(s) shall be approved by the Service Provider. The Service Provider shall respond as quickly as it is able, and in any event within 3 Working Days.

The Service Provider's proactive trade media:

The Service Provider may proactively promote its work in relation to the Services or this agreement through trade media. Any media relations developed by the Service

Provider shall be approved in writing by the Authorised Officer, or the communications team supporting the Authorised Officer, prior to release.

Only those Service Provider's Personnel who have received media training may participate in any media interviews in relation to the Authorities' work in relation to the Services or this agreement.

The Service Provider shall discuss all proactive opportunities with the Authorised Officer, or the communications team supporting the Authorised Officer, and shall obtain the prior approval of the Authorised Officer, or the communications team supporting the Authorised Officer, before the Service Provider finalises any trade media arrangements or makes any firm media commitments. The Service Provider shall ensure that it complies with any requirements from the Authorised Officer or the communications team supporting the Authorised Officer, as to the inclusion of councillor quotes or branding requirements.

3. Reactive media relations

Only those communications specialists representing the Authorities or communication specialists within the Service Provider's Personnel shall engage with journalists. All other Service Provider's Personnel and all other Authorities' officers engaged in the management of this agreement shall not engage in any conversations with representatives from the media and shall refer all calls or contact to the respective Authorities' and/or Service Provider press offices in the first instance in order to:

- protect staff from inadvertently leaking information or being misinterpreted and/or misquoted;
- protect the reputation parties involved in the performance of the Services and this agreement;
- ensure accurate and consistent messaging is published via the press; and
- ensure all press contact is recorded and logged

4. Media enquiry handling process

Media enquiries shall be dealt with accurately and efficiently and in accordance with the process set out below:

- Press and media enquiries which are made to any one of the Authorities shall be logged and forwarded to Authorised Officer, or the communications team supporting the Authorised Officer, to agree who is best placed to respond.
- All press and media enquiries which are made to the Service Provider's press office shall be logged and forwarded to the Authorised Officer, or the communications team supporting the Authorised Officer, to agree who is best placed to respond.

The party receiving the media enquiry shall notify the other party of the deadline by which the enquiry must be dealt with. If the Authorities are required to respond by a particular deadline and the Service Provider has not engaged in the process outlined above, the Authorities shall respond to the media enquiry as it considers appropriate. In this context, a decision by the Authorities not to respond to a media enquiry shall be construed as a response.

5. Initial key contacts

Authorities

The Authorised Officer shall, or shall procure that the communications team supporting the Authorised Officer shall, provide the name, title and full contact details (DDI, mobile and email) of its initial key communications specialists no later than one month prior the first Service Commencement Date.

The Service Provider

The Service Provider's key communications specialists and press office contact details as at the date of this agreement are as set out below:

Name/ Title	Contact details
S40 Personal data	

Either party shall notify the other party as soon as possible of any changes to the contact details or named personnel set out above.

6. Authorisation protocol

The Service Provider shall authorise all media engagement (including technical content) through the Service Provider's Senior Communications Manager, or any other person nominated by the Service Provider to the Authorities for this purpose. The Authorised Officer and/or communications team supporting the Authorised Officer shall approve all media engagement.

The final version of any media communication irrespective as to whether it is led by or on behalf of the Service Provider or the Authorities (or any one of them) shall approved by, or on behalf of, the Service Provider and the Authorities before it is issued to the media. In providing such media communication for approval, the providing party shall notify the receiving party of the deadline for approval. If no

comment is received prior to the expiry of the deadline for approval, the receiving party is deemed to have approved the communication.

Schedule 22 Form of Admission Agreement

THIS AGREEMENT is made the
B E T W E E N

day of

20

(1) **SURREY COUNTY COUNCIL** of County Hall, Kingston upon Thames, Surrey, KT1 2DN ("the Administering Authority" [and where the context so admits "the Scheme Employer"] and;

[(2) [] [of] / [(Company No. []) whose registered office is situate at] [] ("the Scheme Employer") and;]

(3) [] (Company No. []) whose registered office is situate at [] ("the Admission Body")

WHEREAS

- (A) The Administering Authority is an administering authority within the meaning of the Local Government Pension Scheme Regulations 2013, ("the Regulations") and administers the Local Government Pension Scheme ("the Scheme") and maintains the Surrey County Council Pension Fund ("the Pension Fund")
- (B) The Scheme Employer is a Scheme employer within the meaning of the Regulations
- (C) From [*transfer date*] the Admission Body is an admission body which provides services or assets in connection with the exercise of a function of the Scheme Employer as a result of the transfer of services or assets by means of a [contract/arrangement] for the provision of [] services ("the [Contract/Arrangement]"), or part of such services or assets, within the meaning of paragraph 1(d) of Part 3 to Schedule 2 of the Regulations
- (D) The parties have agreed to enter into this Agreement to enable the Eligible Employees (as defined in clause 1.1) to be members of the Scheme and to participate in the Pension Fund
- (E) The terms and conditions of such an admission have been agreed between the parties to this Agreement as follows:-

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

- 1.1 "Eligible Employees" means those employees of the Scheme Employer listed in the Schedule who have been designated by the Admission Body as eligible to be admitted to or to remain in the Scheme pursuant to this Agreement (and includes former employees where the context so admits) [and any subsequent employees engaged in connection with the [Contract / Arrangement] and nominated by the Admission Body by notice in writing and whose nomination is accepted by the Administering Authority] for so long as they are employed in connection with the provision of the services or assets referred to in the [Contract / Arrangement] or part of such services or assets PROVIDED THAT their entitlement to eligibility is not restricted for any of the reasons set out in regulation 4 of the 2013 Regulations AND THAT the employee otherwise satisfies the requirements of the Regulations appertaining to eligibility for membership of the Scheme and the Pension Fund.
- 1.2 For the purposes of this Agreement, the words "employed in connection with" shall mean employed by the Admission Body in connection with the provision of [] services by the Admission Body to the Scheme Employer under the [Contract / Arrangement].
- 1.3 For the purpose of this Agreement, the words "the Regulations" shall mean the Local Government Pension Scheme Regulations 2013 and, where the context so admits or requires, The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, The Local Government Pension Scheme (Administration) Regulations 2008 (as amended), The Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007.
- 1.4 Save as aforesaid the words and expressions used in this Agreement shall have the same respective meanings as in the Regulations unless the context otherwise requires
- 1.5 In this Agreement where the context so admits:-

- (1) words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations unincorporated associations and partnerships;
- (2) reference to any statutory provisions shall be deemed to include reference to such provisions as from time to time amended varied replaced extended or re-enacted them unless the context otherwise requires;
- (3) reference to clauses sub-clauses or schedules shall be deemed to be references to a clause sub-clause or a schedule to this Agreement; and
- (4) headings are included for ease of reference only and shall not affect this Agreement or its interpretation.

2. Commencement date

This Agreement shall have effect from the date on which the [Contract / Arrangement] comes into effect as referred to in recital (C) ("the Commencement Date").

3. Admission

- 3.1 The Administering Authority shall as from the Commencement Date permit the Eligible Employees to be members of the Scheme and participate as active members of the Pension Fund and shall allocate assets and liabilities within the Fund in respect of the Admission Body and its Eligible Employees which will be identifiable and uniquely attributable to the Admission Body and tracked at employer level.
- [3.2 Those Eligible Employees who were active members of the Scheme immediately before their employment transferred to the Admission Body shall be designated as being eligible to remain in the Scheme from the Commencement Date.
- 3.3 Those Eligible Employees who were not active members of the Scheme immediately before their employment transferred to the Admission Body shall be designated as being eligible to join the Scheme after the Commencement date on an application in writing made to the Admission Body and shall

become an active member from the first day of the payment period following receipt by the Admission Body of the application.]

4. Participation

- 4.1 The provisions of the Regulations shall apply for determining the rights and obligations of and the action to be taken by each of the parties to this Agreement and for the transmission of information between them and each party hereby undertakes with the other to take such action promptly.
- 4.2 The provisions of the Regulations shall apply to the Eligible Employees in the same way as if the Admission Body were a Scheme employer within the meaning of the Regulations.
- 4.3 The Admission Body warrants and represents to the Administering Authority and to the Scheme Employer that every Eligible Employee is employed as defined in clause 1.2 in connection with the provision of the services under the [Contract / Arrangement] for the purposes of this Agreement.
- 4.4 The Admission Body undertakes that it will promptly notify the Administering Authority and the Scheme Employer in writing if any Eligible Employee ceases to be such in consequence of failing to satisfy sub-clause 1.1 or 1.2 and that employee shall cease to be eligible to be an active member of the Scheme and the Pension Fund.
- 4.5 The Admission Body undertakes that it will, at least annually at such date or dates as the Administering Authority shall specify, provide the Administering Authority with a schedule of all Eligible Employees who remain eligible to be active members of the Scheme together with such information as is required under Regulation 80(3) and (4).

5 Payments

- 5.1 The Admission Body shall pay to the Administering Authority for credit to the Pension Fund such contributions and payments as are due under the Regulations in respect of the Eligible Employees
- 5.2 The Admission Body shall pay to the Administering Authority for credit to the Pension Fund the employee and employer pension contributions on a

monthly basis in arrears. The payment must be paid to the Administering Authority promptly and in any event no later than the date specified in regulations made under the Pensions Act 1995.

5.3 Where the Admission Body certifies that

- (a) an Eligible Employee who is an active member of the Scheme aged 55 or more is being dismissed by reason of redundancy or is leaving the employment of the Admission Body on the grounds of business efficiency, or
- (b) an Eligible Employee who is an active member of the Scheme is retiring voluntarily with the consent of the Admission Body on or after age 55 and before normal pension age, or
- (c) an Eligible Employee is retiring on the grounds of permanent ill health or permanent infirmity of mind or body, or
- (d) the deferred benefit of a former Eligible Employee is brought into payment with the consent of the Admission Body on or after age 55 and before normal pension age, or
- (e) the deferred benefit of an Eligible Employee is brought into payment on the grounds of permanent ill health or permanent infirmity of mind or body, or
- (f) an Eligible Employee is granted flexible retirement by the Admission Body, or
- (g) an Eligible Employee is granted a waiver of an actuarial reduction by the Admission Body;

and immediate benefits are payable under the Regulations, the Admission Body shall pay to the Administering Authority for credit to the Pension Fund the sum notified to them in writing by the Administering Authority as representing the actuarial strain on the Pension Fund (as certified by an actuary appointed by the Administering Authority) of the immediate payment of benefits but only, in the case of sub-sections (c) or (e), to the extent that the strain is not met through the Admission Body's employer contribution rate, such sum to be paid within 30 days of receipt of the written notification unless otherwise agreed between the parties in writing.

5.4 The Admission Body shall pay to the Administering Authority for credit to the Pension Fund any sum calculated in accordance with Regulation 68(3) as due to meet the costs of an award of additional pension under Regulation 31

within 30 days of receipt of a written request from the Administering Authority unless otherwise agreed between the parties in writing.

5.5 The Admission Body shall pay to the Administering Authority for credit to the Pension Fund any exit payment under a rates and adjustments certificate issued under sub-clause 7.4.2 within 30 days of receipt of a written request from the Administering Authority unless otherwise agreed between the parties in writing.

5.6 Any financial penalty incurred by the Pension Fund arising from the failure of the Admission Body to comply with the terms of this Agreement shall be repaid to the Pension Fund by the Admission Body within 30 days of a written request from the Administering Authority

5.7 If any sum payable under the Regulations or this Agreement by the Admission Body to the Administering Authority or to the Pension Fund remains unpaid at the end of 30 days after the date on which it becomes due under this Agreement or the Regulations the Administering Authority shall require the Admission Body to pay interest calculated in accordance with the Regulations on the amount remaining unpaid

5.8 If any sum payable under the Regulations or this Agreement by the Admission Body to the Administering Authority or to the Pension Fund has not been paid by the date on which it becomes due under this Agreement or the Regulations the Administering Authority may by notice to the Scheme Employer require the Scheme Employer to set off against any payments due to the Admission Body an amount equal to the sum due from the Admission Body under this Agreement or the Regulations (including any interest due in accordance with clause 5.7) and to pay the sum to the Administering Authority for credit to the Pension Fund by a date specified by the Administering Authority within such notice

6 Admission Body's Undertakings

The Admission Body undertakes:-

6.1 to provide or procure to be provided such information relating to the Admission Body's participation in the Pension Fund and the Eligible

Employee's participation in the Scheme as is reasonably required by the Administering Authority;

- 6.2 to comply with the reasonable requests of the Administering Authority to enable the Administering Authority to comply with the requirements of the Occupational and Personal Pension Schemes (Disclosure of Information) Regulations 2013 (SI 2013/2734);
- 6.3 to adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations and, subject to clause 6.4, in any employer's guide published by the Administering Authority and provided by the Administering Authority to the Admission Body from time to time;
- 6.4 to formulate and publish within 3 months of the Commencement Date a statement concerning the Admission Body's policy on the exercise of its discretions specified in Regulation 60 of the Regulations, to keep such policies under review and to make such revisions to the statement as are appropriate following a change in policy;
- 6.5 to notify the Administering Authority and the Scheme Employer of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion;
- 6.6 without prejudice to the requirements of the Regulations and any employer's guide published by the Administering Authority and provided to the Admission Body, to immediately notify the Administering Authority and the Scheme Employer in writing of any material change in the terms and conditions of employment of any of the Eligible Employees which affect entitlement to benefits under the Regulations and of any termination of employment by virtue of redundancy or in the interests of efficiency or for any other reason;
- 6.7 that it shall not, in respect of any Eligible Employee, grant flexible retirement or waive any actuarial reduction under regulation 30, award additional pension under Regulation 31, or grant early payment of pension under regulation 35 or 38 save to the extent that the appropriate sum is paid in accordance with Regulation 68 to the Administering Authority for credit to the

Pension Fund before the expiry of the relevant period within the meaning of the Regulations or as otherwise notified by the Administering Authority;

- 6.8 not to do any act, omission or thing which would prejudice the status of the Scheme as a registered pension scheme;
- 6.9 to notify the Administering Authority and the Scheme Employer of any matter which may affect, or is likely to affect, its participation in the Scheme and the Pension Fund and to give immediate notice to the Administering Authority and the Scheme Employer of any actual or proposed change in its status which may give rise to a termination of the Contract or this Agreement, including but not limited to take-over, reconstruction or amalgamation, insolvency, winding up receivership or liquidation and a material change to the Admission Body's business or constitution;
- 6.10 to nominate, as and when there is a requirement for such under the Regulations, an adjudicator to consider applications under the internal resolution procedure and to notify the Administering Authority of the nomination;
- 6.11 to secure, in the event of any further transfer of any of the Eligible Employees to a sub-contractor or separate organisation for the delivery of services or assets provided for in the Contract, that any agreement with such sub-contractor or organisation secures compliance with the obligations set out in this Agreement in so far as they may otherwise cease to be obligations of the Admission Body.

7 Contribution Rate and Periodic Valuations

- 7.1 The employer's initial contribution rate in the case of the Admission Body has been actuarially assessed by the Administering Authority, taking account of any prior individual adjustment of the secondary rate within the meaning of Regulation 62(7), to be [] per cent ([]) % of the pensionable pay of the Eligible Employees at the Commencement Date.
- 7.2 The Administering Authority shall triennially obtain a certificate from an actuary under Regulation 62(4) of the Regulations specifying the percentage rate or amount by which, in the actuary's opinion, taking account of any prior

individual adjustment of the secondary rate, the contributions at the primary and secondary rate applicable to the Admission Body should be increased or reduced.

7.3 Where in the opinion of the Administering Authority there are circumstances which suggest that the Admission Body will become an exiting employer within the meaning of the Regulations, the Administering Authority may obtain a certificate from an actuary under Regulation 64(4) specifying in the case of the Admission Body the percentage or amount by which, in the actuary's opinion, the contribution rate at the primary rate or any prior individual adjustment of the secondary rate should be increased or reduced. This is with a view to ensuring that assets equivalent to the exit payment that will be due from the Admission Body in respect of Eligible Employees and former Eligible Employees are provided to the Pension Fund by the likely exit date, or over such other period the Administering Authority considers reasonable.

7.4 When this Agreement is terminated, the Administering Authority must obtain:-

7.4.1 an actuarial valuation as at the termination date of the liabilities of the Pension Fund in respect of Eligible Employees and former Eligible Employees, under the Agreement, of the Admission Body, and;

7.4.2 a revision of any rates and adjustments certificate within the meaning of the Regulations showing the revised contributions due from the Admission Body

[7.5 The liabilities of [Scheme Employer] / [prior Admission Body] pursuant to the [prior Admission Body Agreement] which have accrued up to [day before transfer date] are to transfer to the Admission Body on [transfer date]. For the avoidance of doubt the Admission Body hereby acknowledges that it will meet all such liabilities (including any such liabilities in respect of [prior Admission Body's] former Eligible Employees) as from the Commencement Date in accordance with the terms of this Agreement.]

OR

7.5 The liabilities of the Scheme Employer which have accrued up to [day before transfer date] will not transfer to the Admission Body on [transfer date]. For the avoidance of doubt the Scheme Employer hereby acknowledges that it

will meet all such liabilities (including any such liabilities in respect of the Scheme Employer's former Eligible Employees) by a lump sum payment to the Administering Authority on the Commencement Date.]

OR

7.5 When determining the funding position of the Admission Body as at the Commencement Date, for the initial contribution rate specified in clause 7.1, any actuarial certificate obtained pursuant to clause 7.2 and 7.3, or an actuarial valuation and rates and adjustments certificate obtained pursuant to clause 7.4, this will be based on the prior individual adjustment applicable to the Admission Body which assumed the value of the assets of the Pension Fund in respect of each of the of the Eligible Employees and former Eligible Employees up to the Commencement Date were fully funded and matched the liabilities of the Pension Fund in respect of the past service of the said Eligible Employees, with such prior individual adjustment determined by the Pension Fund's actuary in accordance with ongoing actuarial assumptions consistent with the actuarial basis adopted at the most recent formal valuation of the Pension Fund (updated to the Commencement Date as necessary).

7.6 Taking account of the requirements and actuarial assumptions specified under the Regulations, the Administering Authority will endeavour to ensure that the actuarial assumptions used for an exit actuarial valuation and any rates and adjustments certificate obtained pursuant to clause 7.4 are derived in a consistent manner to the actuarial basis adopted for the last formal valuation of the Pension Fund before the termination date.

8. Termination

8.1 Subject to clauses 8.2 and 8.3 this Agreement shall terminate at the end of the notice period upon [any/either] of the parties hereto giving a minimum of three (3) months notice in writing to terminate this Agreement to the other [party/ies] to this Agreement but such notice shall not have effect unless a broadly comparable occupational pension scheme as certified by the Government Actuaries Department is made available to the Eligible Employees who are active members of the Scheme at the date of termination of this Agreement

8.2 This Agreement shall automatically terminate on the earlier of the date of:-

8.2.1 the expiry or earlier termination of the [Contract / Arrangement], or

8.2.2 the date the Admission Body ceases to be an admission body for the purposes of paragraph 1(d) to Part 3 to Schedule 2 of the Regulations

[But for the avoidance of doubt this Agreement shall not automatically terminate and the Admission Body's liabilities under this Agreement and the Regulations shall not cease simply because the Participating Scheme Employer ceases to employ any Eligible Employees].

8.3 This Agreement may be terminated with immediate effect by the Administering Authority by notice in writing to the Admission Body in the event of:-

8.3.1 any material breach by the Admission Body of any of its obligations under this Agreement PROVIDED THAT if the breach is capable of remedy the Administering Authority shall first afford the Admission Body the opportunity of remedying that breach within such reasonable period as the Administering Authority may specify;

8.3.2 the insolvency, winding up or liquidation of the Admission Body;

8.3.4 any event which prevents the continued status of the Scheme as a registered pension scheme

8.3.5 the failure by the Admission Body to pay any sums due to the Administering Authority or to the Pension Fund within a further 14 days of the periods specified in clauses 5.2, 5.3, 5.4 and 5.6 or, in any other case, within 44 days of receipt of a notice from the Administering Authority requiring them to do so;

[8.3.5 the failure by the Admission Body to renew or adjust the level of the bond and indemnity in accordance with clause 9.3 or 9.4.]

9. [Bond and Indemnity / Guarantee]

- 9.1 Prior to the Commencement Date the level of risk exposure arising on the premature termination of the [Contract / Arrangement] has been actuarially assessed by the Admission Body, to the satisfaction of the Administering Authority and the Scheme Employer, as [not] requiring a bond and indemnity or guarantee [in the sum of [] pounds (£[].00)] to meet that level of risk exposure.
- [9.2 The Admission Body warrants that it has or will have provided by the Commencement Date a [bond and indemnity / guarantee] in an approved form provided by [] Plc being [a relevant person [or firm] / [who funds owns or controls the Admission Body] / [the Scheme Employer] / [the Secretary of State] within the meaning of the Regulations in respect of the sum specified in clause 9.1 and that the [bond and indemnity] / [guarantee] is in place.
- 9.3 The sum of the [bond and indemnity / guarantee] shall be reviewed by further actuarial assessments by the Admission Body to the satisfaction of the Administering Authority and the Scheme Employer at 12 monthly intervals, or such other period agreed with the Administering Authority, from the Commencement Date to ensure that it still meets the appropriate level of risk exposure.
- 9.4 Where the [bond and indemnity / guarantee] under clause 9.2 is not for the full period of the [Contract / Arrangement] or will expire prior to any review pursuant to clause 9.3, the Admission Body shall renew the [bond and indemnity / guarantee] in the amount which was last actuarially assessed by the Admission Body to the satisfaction of the Administering Authority and the Scheme Employer.
- 9.5 In the event that a review under clause 9.3 reveals that the level of risk exposure should be revised, the Admission Body shall adjust the [bond and indemnity / guarantee] to the amount notified by the Administering Authority as meeting the revised level of risk exposure with the [relevant person [or firm] / [Secretary of State] referred to in clause 9.2 or, if the relevant person or firm referred to in clause 9.2 are unable or unwilling to adjust the level of

the [bond and indemnity / guarantee] to the required amount, with another relevant person or firm within the meaning of the Regulations.]

10. Scheme Employer's Liabilities

10.1 Upon termination of this Agreement if it is not possible for any reason to obtain revised contributions from the Admission body, [or from the relevant person or firm / Secretary of State] referred to in clause 9 and providing the [bond or indemnity / guarantee] on behalf of the Admission body,] the Administering Authority may obtain a further revision of any rates and adjustment certificate and the revised contributions shall become due from the Scheme Employer.

10.2 The amount found due must be paid by the Scheme Employer to the Administering Authority promptly and in any event no later than the date specified in regulations made under the Pensions Act 1995.

11. Notices

Any notice to be given under this Agreement shall be deemed to be sufficiently served if:

- (a) it is in writing
- (b) it is delivered by hand or sent by prepaid first class post to the address of the respective party shown above (or to the office of the Secretary of State where appropriate) and the date of service shall be deemed to be the first working day after the date of delivery, or (if posted) the second working day after the date of posting.

12. Public Inspection

This Agreement shall be made available for public inspection by the Administering Authority and by the Scheme Employer at their respective addresses

13. Applicable Law

This Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts

14. Rights of Third Parties

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than the Eligible Employees.

15. Counterparts

This Agreement may be executed in any number of counterparts each of which when executed shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart and the Agreement has been dated.

EXECUTED as a Deed by the parties on the date which first appears on this instrument

THE COMMON SEAL of SURREY)

COUNTY COUNCIL was hereunto)

affixed in the presence of:)

..... Head of Legal Services / Authorised Signatory

[EXECUTED and DELIVERED as a)

DEED by [])

Acting by:-)

.....

OR

[THE COMMON SEAL of [)
] was hereunto)
affixed in the presence of:)

..... Director/Secretary
..... Director]

[EXECUTED and DELIVERED as a)
DEED by [)
in the presence of:)

..... Director/Secretary
..... Director

OR

THE COMMON SEAL of [)
] was hereunto)
affixed in the presence of:)

..... Director/Secretary
..... Director]

THE SCHEDULE
"Eligible Employees"

SURNAME	FORENAME	POSITION / PAY No.	D.O.B	NI No.	ACTIVE MEMBER (Y/N)

DATED

200

SURREY COUNTY COUNCIL (1)

and

[] (2)

and

[] (3)

ADMISSION AGREEMENT



ANN CHARLTON
DIRECTOR OF LEGAL & DEMOCRATIC SERVICES
SURREY COUNTY COUNCIL
COUNTY HALL
KINGSTON UPON THAMES
KT1 2DN

Ref: Legal/JE/[]

**Schedule 23 Form of Pension Bond and Indemnity and Form of Pension
Guarantee**

THIS GUARANTEE is made the day of 20

BETWEEN:

- (1) [] (Company No. []) whose registered office is situate at [] ("the Guarantor" [and where the context so requires "the Scheme Employer"])
- (2) [] (Company No. []) whose registered office is situate at [] ("the Admission Body")
- (3) **SURREY COUNTY COUNCIL** of County Hall, Kingston Upon Thames, Surrey, KT1 2DN ("the Administering Authority" [and where the context so requires "the Scheme Employer"])
- [(4) [] of [] ("the Scheme Employer")]

and is executed and delivered pursuant to the provisions of The Local Government Pension Scheme Regulations 2013 as amended or supplemented from time to time (the "Regulations")

WHEREAS:

- (A) The Administering Authority is an administering authority within the meaning of the Regulations and administers the Local Government Pension Scheme ("the Scheme") and maintains the Surrey County Council Pension Fund ("the Pension Fund")
- (B) The Scheme Employer is a Scheme employer within the meaning of the Regulations
- (C) From [] ("the Commencement Date") the Admission Body is an admission body which provides services or assets in connection with the exercise of a function of the Scheme Employer as a result of the transfer of services or assets by means of a [contract/arrangement] for the provision of [] services ("the [Contract/Arrangement]"), or part of such services or assets, within the meaning of paragraph 1(d) of Part 3 to Schedule 2 of the Regulations
- (D) The Administering Authority has agreed to admit the Admission Body's Eligible Employees under the terms of an admission agreement ("the Admission Agreement") subject to the provision of a Guarantee in respect

of the Admission Body's obligations to pay sums due to the Administering Authority under the Regulations or the Admission Agreement at the date of or by virtue of the premature termination of the Admission Agreement (including any event prior to the termination).

- (E) The Guarantor is [a relevant person who funds owns or controls the Admission Body] / [the Scheme Employer] / [the Secretary of State] within the meaning of paragraph 8 of Part 3 to Schedule 2 of the Regulations, and has agreed to provide this Guarantee to the Administering Authority as a Guarantee in an approved form in accordance with the Regulations in the sum of [] pounds (£[].00) being the Guarantee amount ("the Guarantee Amount") which has been actuarially assessed by the Admission Body to the satisfaction of the Administering Authority and the Scheme Employer as meeting a level of risk exposure arising at the date of or by virtue of premature termination of the [Contract / Arrangement] and to secure the payment to the Administering Authority of contributions and other sums due under the Admission Agreement or the Regulations from the Admission Body to the Administering Authority in respect of its Eligible Employees.

NOW IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

1. In this Guarantee the words and expressions used shall unless otherwise defined or the contrary is stated bear the meanings set out in the Admission Agreement and the Regulations (as amended varied replaced extended or re-enacted from time to time).
2. Words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations unincorporated associations and partnerships.
3. The Admission Body HEREBY COVENANTS with and undertakes to the Administering Authority and the Guarantor:

- 3.1 to make payment of all employer and employee contributions other payments (including interest payable under the Regulations) and sums due to the Administering Authority under the Admission Agreement in respect of Eligible Employees ("Fund Liabilities");
- 3.2 that if at any time any such sum shall not be paid on the due date the Administering Authority may require the Scheme Employer pursuant to clause 5.7 of the Admission Agreement to set off against any sums otherwise due to the Admission Body under the [Contract / Arrangement] or otherwise all Fund Liabilities due from the Admission Body as an employing authority and pay such sums into the Pension Fund to satisfy any unpaid Fund Liabilities.
4. In this Guarantee a "Relevant Event" shall occur in the event of the termination of the Admission Agreement upon or following any of the following events:
- (i) the premature termination of the [Contract / Arrangement] with the Scheme Employer;
 - (ii) the Admission Body ceasing to be a admission body within the meaning of the Regulations;
 - (iii) the insolvency, winding up or liquidation of the Admission Body;
 - (iv) a breach by the Admission Body of any of its obligations under the Admission Agreement (but where the breach is capable of remedy only where it has not been remedied within such reasonable period as the Administering Authority may specify);
 - (v) any event which is caused by the Admission Body and which prevents the continued status of the Scheme as a registered pension scheme;
 - (vi) a failure by the Admission Body to pay any sums due to the Pension Fund within fourteen (14) days of the period specified in the Admission Agreement or in any other case, within forty four (44) days of receipt of a notice from the Administering Authority requiring it to do so;
 - (vii) a failure by the Admission Body to renew or adjust the level of the Guarantee
- AND in any such case the Admission Body shall fail to pay the Fund Liabilities or discharge the same in the manner set out in clause 3 of this Guarantee.

5. The Guarantor HEREBY COVENANTS that upon or at any time following a Relevant Event and upon the Administering Authority certifying to the Guarantor using the form of demand annexed to this Guarantee as Appendix 1 that the amount so demanded represents the Fund Liabilities of the Admission Body pursuant to the Regulations or the Admission Agreement, it will within fourteen (14) days pay the said sum or sums to the Administering Authority and will indemnify the Administering Authority from and against all losses and costs whatsoever which may be incurred by the Administering Authority by reason of any default on the part of the Admission Body in making payment to the Administering Authority as aforesaid at the date of or by virtue of the termination of the Admission Agreement (including any sums arising from any event prior to the termination) up to the aggregate Guarantee Limit referred to in clause 6 to the satisfaction of the Administering Authority.
6. This Guarantee shall be a continuing guarantee and shall extend to cover any sum or sums (including interest) which shall from time to time be or become due from or payable by the Admission Body to the Administering Authority arising on the termination of the Admission Agreement subject to the Guarantor's maximum aggregate liability of [] pounds (£[].00) ("the Guarantee Limit").
7. Where appropriate and pursuant to a review in accordance with clause 9 of the Admission Agreement, the Guarantee Amount and Guarantee Limit of [] pounds (£[].00) shall be adjusted at 12 monthly intervals, or such other period agreed by the Administering Authority and the Scheme Employer until expiry of this Guarantee as herein set out by the amount notified by the Administering Authority and the Admission Body shall procure service by the Guarantor of a notice ("an Adjustment Notice") in the form annexed to this Guarantee as Appendix 2 and the provisions of this shall remain and continue in full force and effect subject only to the amendment of the Guarantee Amount and Guarantee Limit to the amount set out in such Adjustment Notice (and to the amendment of the Expiry Date if applicable pursuant to clause 8 below to the date set out in such Adjustment Notice).
8. Where the Guarantor is unable for any reason, to guarantee the adjusted Guarantee Amount and Guarantee Limit it shall notify the Admission Body

accordingly and the Admission Body shall ensure that a replacement for this Guarantee shall be entered into by the Admission Body, the Administering Authority, the Scheme Employer and a new guarantor. The replacement Guarantee shall be for the adjusted Guarantee Amount and Guarantee Limit and from the date thereof (subject to clause 10 below), the Guarantor shall be discharged from any liability under this Guarantee.

9. This Guarantee and Indemnity shall remain in operation until the earliest date which shall occur of the following ("the Expiry Date"):

- (i) the [] day of []
- (ii) the date of expiry of the [Contract / Arrangement] without breach and by effluxion of time
- (iii) the date upon which the Admission Body having discharged all accrued Fund Liabilities shall cease to be an admission body within the meaning of the Regulations

and the obligations and the liabilities of the Guarantor shall cease and determine immediately after the Expiry Date and no claim may be validly made under this Guarantee after 5pm on that date unless prior to the Expiry Date it is extended at the Guarantor's discretion and the Admission Body shall procure service by the Guarantor on the Administering Authority of a notice (an "Adjustment Notice") in the form annexed to this Guarantee as Appendix 2 and the provisions of this Guarantee shall remain and continue in full force and effect subject only to the amendment of the Expiry Date to the date set out in such Adjustment Notice (and to the amendment of the Guarantee Amount and Guarantee Limit if applicable pursuant to clause 7 above to the amount set out in such Adjustment Notice). The Expiry Date may be further extended by the Guarantor in accordance with the provisions of this clause 9.

10. Where this Guarantee and Indemnity is not adjusted in accordance with the provisions of clause 7 and/or clause 9 or a replacement Guarantee obtained by the Admission Body under clause 8, by the Expiry Date, then the Administering Authority may make a claim under this Guarantee and Indemnity in respect of liabilities accrued prior to the Expiry Date where a demand is served upon the Guarantor within six months of such date.

11. All sums paid by the Guarantor under this Guarantee shall be held and applied by the Administering Authority for the purpose of paying and discharging the Fund Liabilities.
12. The service of any claim or demand by the Administering Authority under the terms of this Guarantee shall not (subject only to the provisions of clause 6) preclude the service of any other or further demand.
13. The giving of time by the Administering Authority to the Admission Body for the payment or reimbursement of any sums due to the Administering Authority or any neglect forgiveness or forbearance by the Administering Authority in requiring payment or any other indulgence on the part of the Administering Authority shall not in any way reduce, discharge impair or affect the obligations and liabilities of the Guarantor.
14. This Guarantee shall remain in operation notwithstanding any variation made in the terms of the Admission Agreement or any variation of the Regulations (including their repeal or replacement) applicable to the administration thereof or the payment or calculation of benefits under the Scheme and notwithstanding that the Admission Body shall be dissolved or go into liquidation whether compulsory or otherwise and suffer any disclaimer of its contracts and liabilities by a liquidator or it otherwise ceasing to exist or function.
15. Any notice or demand served under this Guarantee may be served by delivering or sending the same by First Class Post to the addresses given by the parties in this Guarantee or to any other address which the parties may advise by not less than seven days prior notice in writing to the other parties as appropriate for the receipt of such notices or demands and the date of service shall be deemed to be the first working day after the date of delivery, or (if posted) the second working day after the date of posting.
16. This Guarantee is personal to the Administering Authority and is not assignable without the Guarantor's prior written consent such consent not to be unreasonably withheld.

17. This Guarantee shall be construed according to and shall be governed by the laws of England.

18. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall be excluded from and shall not apply to this Guarantee.

EXECUTED as a Deed by the parties on the date which first appears on this instrument

[EXECUTED AS A DEED BY)
[)
in the presence of:-)

..... Authorised Signatory
..... Authorised Signatory]

or

[THE COMMON SEAL of [)
was hereunto)
affixed in the presence of:-)

..... Authorised Signatory]

or

[EXECUTED AS A DEED BY)
[)
in the presence of:-)

..... Director
..... Director/Secretary]

THE COMMON SEAL of SURREY)
COUNTY COUNCIL was hereunto)
affixed in the presence of:-)

..... Head of Legal Services / Authorised Signatory

[[EXECUTED AS A DEED BY)
[**]**)
in the presence of:-)

..... Director
..... Director/Secretary]
or

[THE COMMON SEAL of [**]**)
was hereunto)
affixed in the presence of:-)

..... Authorised Signatory]]

APPENDIX 1

Form of Demand

To: []

From: Surrey County Council, whose principal office is situate at County Hall, Kingston Upon Thames, Surrey, KT1 2DN ("the Administering Authority")

Re: Guarantee in the sum of [] pounds (£[].00) ("the Guarantee Amount") in favour of Surrey County Council as Administering Authority in respect of the obligations of [] as Admission Body

Dear Sirs

We refer to the Guarantee, particulars of which are set out above ("the Guarantee"), and we certify that a Relevant Event has occurred in relation to the Admission Body in that:-

[insert details of the event e.g. insolvency, the making of a winding up order etc.] and that the sum set out below is properly due in respect of unpaid contributions and other payments due to the Pension Fund from the Admission Body as an employing authority ("Fund Liabilities"). We attach a copy of a certificate duly signed by [authorised officer of the Council] setting out full particulars of the sums now due appended to which is a statement signed by the actuary appointed for this purpose confirming that such sum is now due.

Now therefore we hereby demand payment of the sum of [] pounds (£[].00) (not exceeding the Guarantee Limit set out in clause 6 of the Guarantee)

The above amount should be paid to us [in discharge/partial discharge] of your obligations under the Guarantee by transfer to the following account:-

Account Name:

Bank:

Bank Address:

Account Number:

Sort Code:

The amount so transferred to us will be held and applied in accordance with the terms of the Guarantee pursuant to the Scheme for the payment of benefits to eligible employees of the Admission Body and the discharge of Fund Liabilities

Signed by Authorised Officer

APPENDIX 2

To: Surrey County Council, whose principal office is situate at County Hall, Kingston Upon Thames, Surrey, KT1 2DN ("the Administering Authority")

From: []

Re: Guarantee in the sum of [] pounds (£[].00) (the "Guarantee Amount") in favour of Surrey County Council as Administering Authority in respect of the obligations of [] as Admission Body

We refer to the Guarantee, particulars of which are set out above ("the Guarantee"), which is currently due to expire on the day of [20]

We have been requested by the Admission Body:

[to renew the Guarantee for a further period of [] as and from the Expiry Date. We now accordingly give notice pursuant to and in accordance with clause 9 of the Guarantee that the Guarantee shall be treated as renewed upon the terms and conditions therein set out for a further period of [] and so that the day of [] [20] shall become the Expiry Date.]

And / or (as appropriate):

[[We also confirm that] pursuant to an agreement between you and the Admission Body and the Scheme Employer we now accordingly give notice pursuant to and in accordance with clause 7 of the Guarantee that the Guarantee Amount and Guarantee Limit shall be deemed to be amended and shall as and from the day of be [] pounds (£[]).]

Save as specifically amended by the terms of this Adjustment Notice the Guarantee shall not be deemed to be amended or varied and shall remain in full force and effect in accordance with its terms.

Signed Duly authorised for and on behalf of:

[]

DATED

20

[(1)

and

[(2)

and

SURREY COUNTY COUNCIL (3)

and

[(4)

GUARANTEE



ANN CHARLTON
DIRECTOR OF LEGAL & DEMOCRATIC SERVICES
SURREY COUNTY COUNCIL
COUNTY HALL
KINGSTON UPON THAMES
KT1 2DN

Ref: Legal/JE/[]

THIS BOND AND INDEMNITY is made the day of 20

BETWEEN:

- (1) [] (Company No. []) whose registered office is situate at [] ("the Guarantor")
- (2) [] (Company No. []) whose registered office is situate at [] ("the Admission Body")
- (3) **SURREY COUNTY COUNCIL** of County Hall, Kingston Upon Thames, Surrey, KT1 2DN ("the Administering Authority" [and where the context so requires "the Scheme Employer"])
- (4) [] of [] ("the Scheme Employer")]

and is executed and delivered pursuant to the provisions of The Local Government Pension Scheme Regulations 2013 as amended or supplemented from time to time (the "Regulations")

WHEREAS:

- (A) The Administering Authority is an administering authority within the meaning of the Regulations and administers the Local Government Pension Scheme ("the Scheme") and maintains the Surrey County Council Pension Fund ("the Pension Fund")
- (B) The Scheme Employer is a Scheme employer within the meaning of the Regulations
- (C) From [] ("the Commencement Date") the Admission Body is an admission body which provides services or assets in connection with the exercise of a function of the Scheme Employer as a result of the transfer of services or assets by means of a [contract/arrangement] for the provision of [] services ("the [Contract/Arrangement]"), or part of such services or assets, within the meaning of paragraph 1(d) of Part 3 to Schedule 2 of the Regulations
- (D) The Administering Authority has agreed to admit the Admission Body's Eligible Employees under the terms of an admission agreement ("the Admission Agreement") subject to the provision of a bond and indemnity in respect of the Admission Body's obligations to pay sums due to the

Administering Authority under the Regulations or the Admission Agreement at the date of or by virtue of the premature termination of the Admission Agreement (including any event prior to the termination).

- (E) The Guarantor is a relevant person or firm, within the meaning of paragraph 7 of Part 3 to Schedule 2 of the Regulations (a "Relevant Institution"), and has agreed to provide this Bond and Indemnity to the Administering Authority as a bond in an approved form in accordance with the Regulations in the sum of [] pounds (£[].00) being the bond amount ("the Bond Amount") which has been actuarially assessed by the Admission Body to the satisfaction of the Administering Authority and the Scheme Employer as meeting a level of risk exposure arising at the date of or by virtue of premature termination of the [Contract / Arrangement] and to secure the payment to the Administering Authority of contributions and other sums due under the Admission Agreement or the Regulations from the Admission Body to the Administering Authority in respect of its Eligible Employees.

NOW IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

1. In this Bond and Indemnity the words and expressions used shall unless otherwise defined or the contrary is stated bear the meanings set out in the Admission Agreement and the Regulations (as amended varied replaced extended or re-enacted from time to time).
2. Words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations unincorporated associations and partnerships.
3. The Admission Body HEREBY COVENANTS with and undertakes to the Administering Authority and the Guarantor:
 - 3.1. to make payment of all employer and employee contributions other payments (including interest payable under the Regulations)

and sums due to the Administering Authority under the Admission Agreement in respect of Eligible Employees ("Fund Liabilities");

- 3.2. that if at any time any such sum shall not be paid on the due date the Administering Authority may require the Scheme Employer pursuant to clause 5.7 of the Admission Agreement to set off against any sums otherwise due to the Admission Body under the [Contract / Arrangement] or otherwise all Fund Liabilities due from the Admission Body as an employing authority and pay such sums into the Pension Fund to satisfy any unpaid Fund Liabilities.

4. In this Bond and Indemnity a "Relevant Event" shall occur in the event of the termination of the Admission Agreement upon or following any of the following events:

- (i) the premature termination of the [Contract / Arrangement] with the Scheme Employer;
- (ii) the Admission Body ceasing to be a admission body within the meaning of the Regulations;
- (iii) the insolvency, winding up or liquidation of the Admission Body;
- (iv) a breach by the Admission Body of any of its obligations under the Admission Agreement (but where the breach is capable of remedy only where it has not been remedied within such reasonable period as the Administering Authority may specify);
- (v) any event which is caused by the Admission Body and which prevents the continued status of the Scheme as a registered pension scheme;
- (vi) a failure by the Admission Body to pay any sums due to the Pension Fund within fourteen (14) days of the period specified in the Admission Agreement or in any other case, within forty four (44) days of receipt of a notice from the Administering Authority requiring it to do so;
- (vii) a failure by the Admission Body to renew or adjust the level of the Bond and Indemnity in accordance with the provisions of this Bond

AND in any such case the Admission Body shall fail to pay the Fund Liabilities or discharge the same in the manner set out in clause 3 of this Bond and Indemnity.

5. The Guarantor HEREBY COVENANTS that upon or at any time following a Relevant Event and upon the Administering Authority certifying to the Guarantor using the form of demand annexed to this Bond and Indemnity

as Appendix 1 that the amount so demanded represents the Fund Liabilities of the Admission Body pursuant to the Regulations or the Admission Agreement, it will within fourteen (14) days pay the said sum or sums to the Administering Authority and will indemnify the Administering Authority from and against all losses and costs whatsoever which may be incurred by the Administering Authority by reason of any default on the part of the Admission Body in making payment to the Administering Authority as aforesaid at the date of or by virtue of the termination of the Admission Agreement (including any sums arising from any event prior to the termination) up to the aggregate Bond Limit referred to in clause 6 to the satisfaction of the Administering Authority.

6. Any demand under this Bond shall be conclusive evidence (and admissible as such) that any sum stated in it is properly due and payable to the Administering Authority in connection with it.
7. This Bond and Indemnity shall be a continuing guarantee and shall extend to cover any sum or sums (including interest) which shall from time to time be or become due from or payable by the Admission Body to the Administering Authority arising on the termination of the Admission Agreement subject to the Guarantor's maximum aggregate liability of [] pounds (£[].00) ("the Bond Limit").
8. Where appropriate and pursuant to a review in accordance with clause 9 of the Admission Agreement, the Bond Amount and Bond Limit of [] pounds (£[].00) shall be adjusted at 12 monthly intervals, or such other period agreed by the Administering Authority and the Scheme Employer until expiry of this Bond and Indemnity as herein set out by the amount notified by the Administering Authority and the Admission Body shall procure service by the Guarantor of a notice ("an Adjustment Notice") in the form annexed to this Bond and Indemnity as Appendix 2 and the provisions of this Bond and Indemnity shall remain and continue in full force and effect subject only to the amendment of the Bond Amount and Bond Limit to the amount set out in such Adjustment Notice (and to the amendment of the Expiry Date if applicable pursuant to clause 8 below to the date set out in such Adjustment Notice).

9. Where the Guarantor is unable for any reason, to guarantee the adjusted Bond Amount and Bond Limit it shall notify the Admission Body accordingly and the Admission Body shall ensure that a replacement for this Bond and Indemnity shall be entered into by the Admission Body, the Administering Authority, the Scheme Employer and a Relevant Institution. The replacement bond shall be for the adjusted Bond Amount and Bond Limit and from the date thereof (subject to clause 15 below), the Guarantor shall be discharged from any liability under this Guarantee Bond and Indemnity.
10. This Bond and Indemnity shall remain in operation until the earliest date which shall occur of the following ("the Expiry Date"):
- (i) the [] day of [];
 - (ii)
 - (iii) the date upon which the Admission Body having discharged all accrued Fund Liabilities shall cease to be an admission body within the meaning of the Regulations; or
 - (iv) the date upon which the Guarantor shall have made payments under this Bond that amount to [AMOUNT][£AMOUNT IN FIGURES].

And, subject to clauses 11, 12 and 13 the obligations and the liabilities of the Guarantor shall cease and determine immediately after the Expiry Date and no claim may be validly made under this Bond and Indemnity after 5pm on that date.

11. The Admission Body shall procure (by the delivery to the Administering Authority of a Replacement Bond as defined in clause 12 or, at the Administering Authority's sole discretion, an extension in the form of an Adjustment Notice as set out in clause 13) that at all times while there shall subsist under the Admission Agreement or under the Regulations any liability or contingent liability for Scheme Liabilities, a bond in substantially the form of this instrument or an indemnity in approved form. In either case, this shall be from a Relevant Institution as shall be acceptable to the Administering Authority to secure the payment by the Admission Body of Scheme Liabilities, as may be actuarially determined on the Administering Authority's behalf.

12. Subject to clause 13, the Admission Body agrees that, for the purposes of clause 4(vii), a Relevant Event shall occur if it fails not less than 30 days before the Expiry Date to procure the effective execution and delivery to the Administering Authority of a guarantee bond in substantially the terms of this Bond Agreement from the Guarantor or from a Relevant Institution, as defined by and in accordance with clause 11 ("Replacement Bond").
13. Before the Admission Body procures a Replacement Bond, the Administering Authority (at its sole discretion) may request that the Admission Body instead procure the Guarantor's service of an Adjustment Notice extending the period of validity of this Bond Agreement to the date set out in the Adjustment Notice.
14. The Bond shall not expire under Clause 10 where any demand is served on the Guarantor in accordance with clause 5 before 5.00pm on that date.
15. Where this Bond and Indemnity is not adjusted in accordance with the provisions of clause 8 and/or clause 11 or a replacement bond obtained by the Admission Body under clause 9, by the Expiry Date, then the Administering Authority may make a claim under this Bond and Indemnity in respect of liabilities accrued prior to the Expiry Date where a demand is served upon the Guarantor within six months of such date.
16. All sums paid by the Guarantor under this Bond and Indemnity shall be held and applied by the Administering Authority for the purpose of paying and discharging the Fund Liabilities.
17. The service of any claim or demand by the Administering Authority under the terms of this Bond and Indemnity shall not (subject only to the provisions of clause 7) preclude the service of any other or further demand.
18. The giving of time by the Administering Authority to the Admission Body for the payment or reimbursement of any sums due to the Administering Authority or any neglect forgiveness or forbearance by the Administering Authority in requiring payment or any other indulgence on the part of the Administering Authority shall not in any way reduce, discharge impair or affect the obligations and liabilities of the Guarantor.

19. This Bond and Indemnity shall remain in operation notwithstanding any variation made in the terms of the Admission Agreement or any variation of the Regulations (including their repeal or replacement) applicable to the administration thereof or the payment or calculation of benefits under the Scheme and notwithstanding that the Admission Body shall be dissolved or go into liquidation whether compulsory or otherwise and suffer any disclaimer of its contracts and liabilities by a liquidator or it otherwise ceasing to exist or function.
20. Any notice or demand served under this Bond and Indemnity may be served by delivering or sending the same by First Class Post to the addresses given by the parties in this Bond and Indemnity or to any other address which the parties may advise by not less than seven days prior notice in writing to the other parties as appropriate for the receipt of such notices or demands and the date of service shall be deemed to be the first working day after the date of delivery, or (if posted) the second working day after the date of posting.
21. This Bond and Indemnity is personal to the Administering Authority and is not assignable without the Guarantor's prior written consent such consent not to be unreasonably withheld.
22. This Bond and Indemnity shall be construed according to and shall be governed by the laws of England.
23. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall be excluded from and shall not apply to this Bond and Indemnity.

EXECUTED as a Deed by the parties on the date which first appears on this instrument

[EXECUTED AS A DEED BY)
[)
in the presence of:-)

or

or

8

[])
in the presence of:-)

..... Director
..... Director/Secretary]
or

[THE COMMON SEAL of [])
was hereunto)
affixed in the presence of:-)

..... Authorised Signatory]]

APPENDIX 1

Form of Demand

To: []

From: Surrey County Council, whose principal office is situate at County Hall, Kingston Upon Thames, Surrey, KT1 2DN ("the Administering Authority")

Re: Bond and Indemnity No. [] **in the sum of [] pounds (£[] .00) ("the Bond Amount") in favour of Surrey County Council as Administering Authority in respect of the obligations of [] as Admission Body**

Dear Sirs

We refer to the Bond and Indemnity, particulars of which are set out above ("the Bond"), and we certify that a Relevant Event has occurred in relation to the Transferee Admission Body in that:-

[insert details of the event e.g. insolvency, the making of a winding up order etc.] and that the sum set out below is properly due in respect of unpaid contributions and other payments due to the Pension Fund from the Admission Body as an employing authority ("Fund Liabilities"). We attach a copy of a certificate duly signed by [authorised officer of the Council] setting out full particulars of the sums now due appended to which is a statement signed by the actuary appointed for this purpose confirming that such sum is now due.

Now therefore we hereby demand payment of the sum of [] pounds (£[] .00) (not exceeding the Bond Limit set out in clause 6 of the Bond)

The above amount should be paid to us [in discharge/partial discharge] of your obligations under the Bond by transfer to the following account:-

Account Name:

Bank:

Bank Address:

Account Number:

Sort Code:

The amount so transferred to us will be held and applied in accordance with the terms of the Bond pursuant to the Scheme for the payment of benefits to eligible employees of the Admission Body and the discharge of Fund Liabilities

Signed by Authorised Officer

APPENDIX 2

To: Surrey County Council, whose principal office is situate at County Hall, Kingston Upon Thames, Surrey, KT1 2DN ("the Administering Authority")

From: []

Re: Bond and Indemnity No. [] **in the sum of [] pounds**
(£[].00) (the "Bond Amount") in favour of Surrey County Council as
Administering Authority in respect of the obligations of [] as
Admission Body

We refer to the Bond and Indemnity, particulars of which are set out above ("the Bond"), which is currently due to expire on the [] day of [20]

We have been requested by the Admission Body:

[to renew the Bond for a further period of [] as and from the Expiry Date. We now accordingly give notice pursuant to and in accordance with clause 9 of the Bond that the Bond shall be treated as renewed upon the terms and conditions therein set out for a further period of [] and so that the [] day of [] [20] shall become the Expiry Date.]

And / or (as appropriate):

[[We also confirm that] pursuant to an agreement between you and the Scheme Employer we now accordingly give notice pursuant to and in accordance with clause 7 of the Bond that the Bond Amount and Bond Limit shall be deemed to be amended and shall as and from the [] day of [] be [] pounds (£[]).]

Save as specifically amended by the terms of this Adjustment Notice the Bond shall not be deemed to be amended or varied and shall remain in full force and effect in accordance with its terms.

Signed Duly authorised for and on behalf of:

[]

DATED _____ **20**

[_____] (1)

and

[_____] (2)

and

SURREY COUNTY COUNCIL (3)

and

[_____] (4)

BOND AND INDEMNITY

S

ANN CHARLTON
DIRECTOR OF LEGAL & DEMOCRATIC SERVICES
SURREY COUNTY COUNCIL
COUNTY HALL
KINGSTON UPON THAMES
KT1 2DN

Ref: Legal/JE/[_____]

Schedule 24 Form of Joining Agreement

Following the application of clause 4, a Partner Organisation will become a party to the agreement by executing the Joining Agreement in the form set out at this Schedule. The Joining Agreement shall be executed as a deed by all the original parties (including the Service Provider) and the new Partner Organisation. The agreement will thereby be novated from the original parties to the original parties and the new party. The novation will take effect from the date of the Joining Agreement and the new party will not accrue liabilities which arose (or in respect of events) prior to the Joining Date.

The Partner Organisation will not enter into a Joining Agreement unless and until it has become party to the Joint Contract Inter-Authority Agreement.

Dated

20 [*]

THE AUTHORITIES NAMED IN SCHEDULE 1

and

[PARTNER ORGANISATION]

and

AMEY LG LIMITED

Joining Agreement

TABLE OF CONTENTS

1.	interpretation.....	3
2.	admission to the joint contract.....	3
3.	adherence to the joint contract.....	4
4.	rights and obligations under the joint contract	4
5.	variation of the joint contract	5
6.	liability and indemnities	5
7.	confidentiality and freedom of information.....	5
8.	corrupt gifts	6
9.	termination.....	7
10.	reliance	7
11.	counterparts.....	7
12.	third party rights	7
13.	general.....	7
14.	Governing law and jurisdiction	8
	SCHEDULE 1 Authorities	11
	SCHEDULE 2 Service Provider's Full Response and the Partner Organisation's Services Information.....	12
	SCHEDULE 3 Variations to the Joint Contract.....	13

THIS JOINING AGREEMENT is dated

PARTIES

- (1) The waste collection authorities named in Schedule 1 (the 'Authorities');
- (2) Amey LG Limited incorporated and registered with company number 03612746 whose registered office is at The Sherard Building, Edmund Halley Road, Oxford, OX4 4DQ (the 'Service Provider'); and
- (3) [AUTHORITY NAME] of [ADDRESS] (the 'Partner Organisation')

BACKGROUND

- (A) The Authorities and the Service Provider are parties to a joint contract for waste collection and street cleaning services (Surrey) dated [] 2017 [as amended by a joining agreement dated [] made between []] ('Joint Contract').
- (B) The Partner Organisation wishes to join the Joint Contract for the provision of the Services and has followed the procedures set out in clause 4 of the Joint Contract.
- (C) The Authorities and the Service Provider agree that the Partner Organisation shall be admitted to the Joint Contract on the terms set out below.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 Unless the context expressly requires otherwise, in this Joining Agreement expressions defined in the Joint Contract and used in this Joining Agreement have the meaning set out in the Joint Contract. The rules of interpretation set out in the Joint Contract apply to this Joining Agreement.
- 1.2 Except where otherwise stated, references to clauses and schedules are to clauses of and schedules to this Joining Agreement.

2. ADMISSION TO THE JOINT CONTRACT

- 2.1 This Joining Agreement shall become effective on the date stated at the beginning of it and the Service Provider shall implement the mobilisation plan in the Service Provider's Full Response set out in Schedule 2.
- 2.2 The Service Provider shall commence the provision of the Services to the Partner Organisation from [] (the '[name of Partner Organisation] Service Commencement Date').
- 2.3 On the basis of:
 - (a) the Services Information submitted by the Partnering Organisation to the Service Provider in accordance with clause 4.5 of the Joint Contract as annexed in Schedule 2; and
 - (b) the Service Provider's Full Response prepared in accordance with clause 4.6 of the Joint Contract as annexed in Schedule 2

the Partner Organisation is admitted to the Joint Contract as an Authority for the provision of the Services by the Service Provider and the Service Provider shall provide the Services to the Partner Organisation.

3. ADHERENCE TO THE JOINT CONTRACT

3.1 The Partner Organisation, the Service Provider and each of the Authorities undertake with each other that from the [name of Partner Organisation] Service Commencement Date, subject to the terms of this Joining Agreement:

- (a) they shall observe, perform and be bound by the provisions of the Joint Contract as though the Partner Organisation was a named Authority to the Joint Contract;
- (b) the Partner Organisation shall enjoy all the rights and benefits of an Authority under the Joint Contract; and
- (c) the Partner Organisation shall discharge the duties and obligations imposed on it as an Authority under the Joint Contract.

3.2 The Partnering Organisation shall on even date enter into a Deed of Admission in the form set out in Schedule 5 to the Joint Contract Inter-Authority Agreement.

4. RIGHTS AND OBLIGATIONS UNDER THE JOINT CONTRACT

4.1 The Partner Organisation shall not be liable for any debts, claims, demands and liabilities owed by the Authorities to the Service Provider arising under or in connection with the Joint Contract before the [name of Partner Organisation] Service Commencement Date, whether known or unknown to the Authorities and/or the Service Provider. The Authorities shall jointly and severally indemnify the Partner Organisation against all such debts and liabilities and against all claims, proceedings, costs, demands and expenses in respect of them that the Service Provider may have against them or any one of them.

4.2 The Partner Organisation shall not be entitled to make any claim or demand against the Service Provider or to receive any share in any income, performance deductions or other form of revenue or benefit accruing to the Authorities and owed to them by the Service Provider arising under or in connection with the Joint Contract before the [name of Partner Organisation] Service Commencement Date.

4.3 Save as expressly provided in the Joint Contract, the Joint Contract Inter-Authority Agreement or otherwise agreed in writing the Partner Organisation shall not:

- (a) incur any liabilities on behalf of any or all of the Authorities;
- (b) make any representations or give any warranty on behalf of any or all of the Authorities;
- (c) enter into any variation or obligation on behalf of any or all of the Authorities;
or
- (d) commit to any expenditure as a result of which any or all of the Authorities shall be required to reimburse it.

5. VARIATION OF THE JOINT CONTRACT

The Joint Contract shall be varied as set out in Schedule 2 to this Joining Agreement. All other terms of the Joint Contract shall remain as drawn.

6. LIABILITY AND INDEMNITIES

- 6.1 The Authorities give no representation, warranty or assurance that the procurement relating to the Joint Contract was conducted in accordance with procurement law or legislation, met the standing orders of the Partner Organisation or was conducted to any particular standard.
- 6.2 The Authorities do not warrant the standard, suitability, completeness or appropriateness of the Joint Contract.
- 6.3 The Authorities shall not be liable for the selection of the Service Provider, or for the provision of the Services by the Service Provider, or for any failure, breach or insolvency of the Service Provider. The Authorities give no warranty whatsoever as to the suitability of the Service Provider to carry out the Services for the Partner Organisation.
- 6.4 By entering into this Joining Agreement the Partner Organisation confirms (and in any event shall be deemed) to have:
- (a) satisfied itself as to the legality for and entitlement of the Partner Organisation to join the Joint Contract; and
 - (b) has taken its own advice and view as to the suitability of the Services and the Joint Contract and the Service Provider for its purposes.
- 6.5 The Partner Organisation shall not do anything or take any action that would put the Authorities or any one of them in breach of any provision of the Joint Contract. If the Partner Organisation breaches this clause 6.5 it shall fully and promptly indemnify any or all of the Authorities against losses, damages or expenses incurred by the Authorities as a direct result of such breach.
- 6.6 The Partner Organisation acknowledges and agrees to fully indemnify any or all of the Authorities against all actions, claims, costs, expenses and damages brought against any or all of the Authorities or suffered by any of all of the Authorities arising out of this Joining Agreement or the use of the Joint Contract, except where such actions, claims, costs, expenses and damages are brought against or suffered as a direct result of the negligence of any or all of the Authorities.
- 6.7 The Partner Organisation agrees and acknowledges that where any or all of the Authorities are found liable for any actions, claims, costs, expenses and damages brought against or suffered by them that arise in part due to negligence, default, fraud or breach of contract by the actions of the Partner Organisation then the Partner Organisation shall fully indemnify any or all of the Authorities in respect of that part of the actions, claims, costs, expenses and damages for which it is responsible.

7. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 7.1 Subject to clause 7.2, any data or information provided by the Authorities which is designated confidential by the Authorities or provided by the Service Provider which

is designated confidential by the Service Provider for the purposes of, or in relation to, this Joining Agreement shall be kept confidential by the Partner Organisation, and any data or information provided by the Partner Organisation for the purposes of, or in relation to, this Joining Agreement which is designated confidential by the Partner Organisation shall be kept confidential by the Authorities and the Service Provider; but the foregoing shall not apply to any data or information which is public knowledge at the time when it is so provided by a party, is required to be disclosed by Law or by order of a court of competent jurisdiction and shall cease to apply if at any future time it becomes public knowledge through no fault of a party.

7.2 The Authorities (and each one of them) and the Partner Organisation acknowledge that, as public bodies, they may receive requests for information relating to this Joining Agreement which, but for any right to claim commercial confidentiality or any other applicable exemption, they will be obliged to disclose under the Freedom of Information Act 2000 (the 'FOIA'). The party subject to the request shall consult with the other over any such request and the other party shall respond promptly with its opinion as to whether the material should not be disclosed on the grounds of confidentiality or otherwise and provide such other reasonable assistance as may be required to enable the first party to comply with its obligations under the FOIA.

7.3 The Service Provider shall provide all necessary assistance and cooperation as reasonably requested by the Authorities (or any one of them) or by the Partner Organisation to enable the Authorities (or any one of them) or the Partner Organisation to comply with their obligations under the FOIA.

8. CORRUPT GIFTS

8.1 The Partner Organisation shall not offer or give or agree to give to any person acting for and on behalf of the Authorities any gift or consideration of any kind as an inducement or reward for doing, forbearing to do, or for having done or forborne to do any act in relation to the obtaining or execution of this Joining Agreement or in relation to the Joint Contract.

8.2 Any breach of clause 8.1 by the Partner Organisation or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Authorities) or the commission of any offence by anyone employed by the Partner Organisation or acting on its behalf under the Bribery Act 2010, in relation to this Joining Agreement shall entitle the Authorities to terminate this Joining Agreement and recover from the Partner Organisation the amount of any loss resulting from such termination and/or to recover from the Partner Organisation the amount or value of any such gift or consideration.

8.3 Any dispute, difference or question arising in respect of the interpretation of this clause 8, the right of the Authorities to terminate this Joining Agreement or the amount or value of any such gift or consideration shall be decided by the Authorities, whose decision shall be final and conclusive.

8.4 For the avoidance of doubt, the remedies set out in this clause 8 shall be in addition to the Authorities' right to terminate under clause 9 and to any other rights and remedies the Authorities may have under this Joining Agreement or elsewhere and the Authorities shall have the right to recover from the Partner Organisation any losses resulting from the termination of this Joining Agreement under this clause 8.

9. TERMINATION

9.1 This Joining Agreement shall terminate on expiry or earlier termination of the whole of the Joint Contract or if the Partner Organisation decides pursuant to clause 3.4 of the Joint Contract not to participate in an extension of the Term.

9.2 The provisions of clauses 6, 7 and 8 shall survive the termination for whatever reason of this Joining Agreement without limit in point of time.

10. RELIANCE

10.1 Each party acknowledges that, in entering into this Joining Agreement, they have not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in this Joining Agreement.

10.2 Each party agrees that all liability for and remedies in respect of any representations are excluded except as expressly provided in this Joining Agreement, save that nothing in this clause shall limit or exclude liability for fraud.

11. COUNTERPARTS

This Joining Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12. THIRD PARTY RIGHTS

A person who is not a party to this Joining Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Joining Agreement.

13. GENERAL

13.1 The Partner Organisation may not assign or transfer or subcontract any of its rights, benefits or obligations under this Joining Agreement without the prior written consent of the Authorities.

13.2 If any provision of this Joining Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

13.3 Any variation of this Joining Agreement shall be in writing and signed by or on behalf of the parties.

13.4 No failure to exercise or delay in exercising any right or remedy provided under this Joining Agreement or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

13.5 No single or partial exercise of any right or remedy under this Joining Agreement shall prevent or restrict the further exercise of that or any other right or remedy.

13.6 Any notice to be given to a party under or in connection with this Joining Agreement shall be deemed to be given properly if it is given in accordance with the provisions set out in clause 84 (Notices) of the Joint Contract.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Joining Agreement and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of England.
- 14.2 Each party irrevocably agrees that the courts of England have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement, its subject matter or formation.

THIS JOINING AGREEMENT has been entered into as a deed on the date stated at the beginning of it.

THE COMMON SEAL of
ELMBRIDGE BOROUGH
COUNCIL was

affixed to this deed

in the presence of:

.....

Authorised Signatory

THE COMMON SEAL of
MOLE VALLEY DISTRICT
COUNCIL was

affixed to this deed

in the presence of:

.....

Authorised Signatory

THE COMMON SEAL of
SURREY HEATH BOROUGH
COUNCIL was

affixed to this deed

in the presence of:

.....

Authorised Signatory

THE COMMON SEAL of
WOKING BOROUGH
COUNCIL was

affixed to this deed

in the presence of:

.....

The Mayor

.....

The Head of Legal and Democratic
Services

THE COMMON SEAL of
[PARTNER ORGANISATION] was

affixed to this deed

in the presence of:

.....

[Authorised Signatory]

Executed by Amey LG Limited acting by
[NAME OF DIRECTOR], a director, in
the presence of: Director

.....

[SIGNATURE OF WITNESS]

[NAME OF WITNESS]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]

SCHEDULE 1

Authorities

Elmbridge Borough Council of Civic Centre, High Street, Esher, Surrey, KT10 9SD

Mole Valley District Council of Pippbrook, Dorking, Surrey, RH4 1SJ

Surrey Heath Borough Council of Surrey Heath House, Knoll Road, Camberley, Surrey, GU15 3HD

Woking Borough Council of Civic Offices, Gloucester Square, Woking, Surrey, GU 21 6YL

SCHEDULE 2

Service Provider's Full Response and the Partner Organisation's Services Information

[To be attached.

The following sets out the nature of the contents of the Service Provider's Full Response and the Partner Organisation's Services Information pursuant to clause 4 of the Joint Contract:

SERVICE PROVIDER'S FULL RESPONSE

to set out and comprise:

- that the Service Provider acknowledges the Partner Organisation's intention;
- a mobilisation plan;
- a Service Delivery Plan;
- an impact statement setting out any ways in which the Services to the Authorities will require adjustment;
- the cost (calculated by reference to Schedule 2 (Pricing Schedule));

PARTNER ORGANISATION'S SERVICES INFORMATION

to set out and comprise:

- any specific service requirements or issues;
- any Assets relevant to the Services which the Partner Organisation shall make available to the Service Provider;
- indicative baseline activity data for its administrative area;
- details of any premises, schedule of condition and up-to-date open market rental valuation prepared by an independent valuer;
- anonymised Employee Liability Information for those employees of that Partner Organisation's Incumbent Contractor (which for the avoidance of doubt may be that Partner Organisation's direct service organisation) and any other employees of the Partner Organisation who would be eligible to transfer to the Service Provider under TUPE.]

SCHEDULE 3

Variations to the Joint Contract

[to be inserted]

Schedule 25 Contingency Mobilisation Plan

1. APPLICATION

- 1.1 The protocol in this Schedule is to set out the process agreed by the parties for invoking a contingency plan in relation to a delay in the achievement of activities in the Service Mobilisation Plan applicable to each Service Commencement Date.

2. CONTINGENCY PLAN

- 2.1 In agreeing each Service Mobilisation Plan pursuant to clause 10 of the agreement, the Authorities and the Service Provider each acknowledge the importance of achieving each of the Service Commencement Dates in creating confidence and trust with the Authorities.
- 2.2 Each Service Mobilisation Plan sets out the series of activities which is required in order to achieve a specific Service Commencement Date and is supported by an assessment of resources to be provided by the Authorities, the Service Provider and third parties but the Authorities and Service Provider acknowledge that issues may occur between the Effective Date and that specific Service Commencement Date which make the full delivery of the Service Mobilisation Plan difficult or impossible to achieve before the applicable Service Commencement Date.
- 2.3 The Authorities and the Service Provider therefore commit to produce a mutually agreed contingency plan based upon principles of Good Industry Practice as a key early action following the Effective Date and that this contingency plan will be signed off no later than the date on which the relevant Service Mobilisation Plan is agreed pursuant to clause 10.

3. MONITORING AND IMPLEMENTATION

- 3.1 The Contract Partnering Board will review progress against the delivery of the Service Mobilisation Plan. Where the Contract Partnering Board concludes that there is a significant likelihood of a delay to some or all of the activities in the Service Mobilisation Plan such that a key element of the Service Mobilisation Plan would not be achieved by the Service Commencement Date to which it relates then it may decide to:
- (a) invoke the contingency plan;
 - (b) invoke an amended version of the contingency plan specific to the actual issues foreseen; or
 - (c) to amend the Service Mobilisation Plan.
- 3.2 A key element of the Service Mobilisation Plan is one that the Contract Partnering Board considers that, if not completed, will materially impact the Services to be delivered under the agreement.
- 3.3 Notwithstanding the parties taking any of the actions specified in paragraph 3.1 of this protocol, the Authorities and the Service Provider will continue to

work together to minimise the impact on the Authorities, or any one of them, of any delay and the costs of delay in a way which is acceptable to the Contract Partnering Board.

- 3.4 In the event of an activity in the Service Mobilisation Plan not being achieved with a consequential obvious and materially detrimental impact upon the quality or effectiveness of the Services which cannot be reasonably mitigated on the Service Commencement Date, the Authorities and Service Provider commit to producing a pre-estimate of genuine additional costs of managing the impact of the delay up to the point in time at which the key element of service commencement is subsequently reached.
- 3.5 The Authorities and Service Provider commit to produce sufficient evidence to support the nature of the activities suggested and the costs attributed to the additional activities.
- 3.6 The Service Provider and Authorities commit to work together following the invocation of the contingency plan both to mitigate the need for additional costs to be incurred and to consider any additionally proposed solutions for the purposes of improving the plan fully and fairly.
- 3.7 The Service Provider agrees that, following implementation of a contingency plan or amendment to the Service Mobilisation Plan pursuant to paragraph 3.1, which causes the Authorities, or any one of them, additional cost, it will discuss with the Authorities and agree on an indemnity basis a sum to be paid to the Authorities which will place the Authorities, or the affected Authority, in no better or worse position as if the contingency or amendment had not occurred.
- 3.8 This protocol is without prejudice to the dispute resolution and remedies provisions set out in the agreement.

Schedule 26 Fast Track Dispute Resolution Procedure

1. APPLICATION

1.1 This Schedule sets out the procedure to resolve Fast Track Disputes.

2. PROCEDURE

2.1 Any Fast Track Dispute may be referred by either party to an expert of the appropriate discipline having regard to the nature of the Dispute.

2.2 The parties shall agree on the appointment of an independent expert and shall agree with the expert the terms of his appointment.

2.3 If the parties are unable to agree on an expert or the terms of his appointment within five (5) Working Days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the following appointing bodies to appoint the expert and to agree with the expert the terms of his appointment:

(a) in relation to property or planning-related matters, the Royal Institution of Chartered Surveyors;

(b) in relation to financial and taxation-related matters, the Institute of Chartered Accountants in England and Wales;

(c) in relation to the performance of the Services, the Chartered Institute of Waste Management; and

(d) in relation to all other matters, the Law Society of England and Wales.

2.4 The parties are entitled to make written submissions to the expert and will provide (or procure that others provide) the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision. The expert may make use of his own knowledge and expertise in investigating the matter that has been referred to him.

2.5 To the extent not provided for by this Schedule, the expert may in his reasonable discretion determine such other procedures to assist with the conduct of the Fast Track Dispute as he considers just or appropriate.

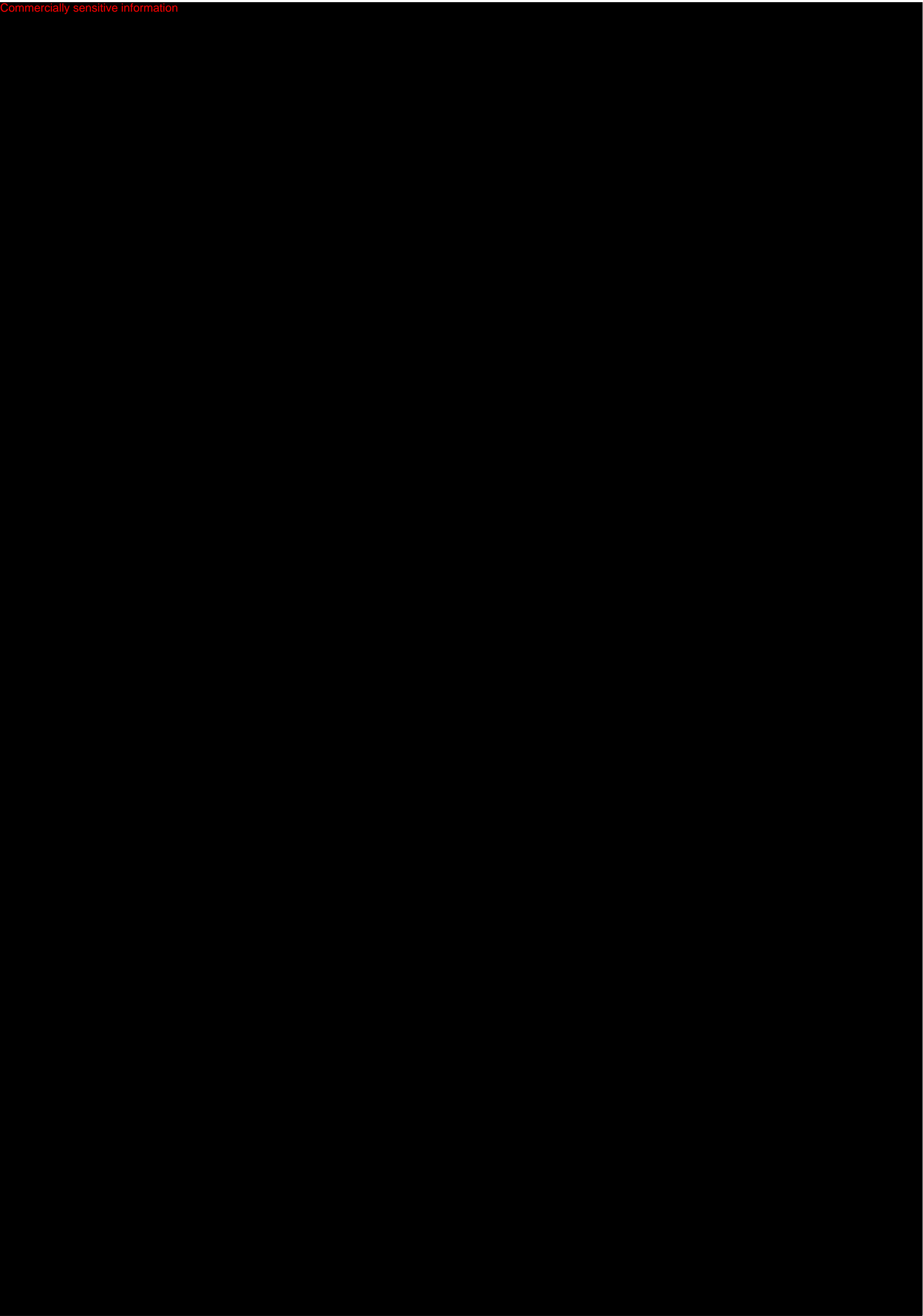
2.6 Each party shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel as the other party reasonably requires to make a submission under this paragraph.

2.7 The expert shall act as an expert and not as an arbitrator in reaching a determination. The expert is required to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of two (2) weeks of the matter being referred to the expert, unless the parties agree in writing to the expert's request for an extension of time, provided that such extension shall be limited to a further two weeks.

- 2.8 The expert's written decision on the matters referred to him shall be final. If either party is dissatisfied with or otherwise wishes to challenge the expert's written decision, then either party may within 20 Working Days of receipt of the expert's written decision, notify the other party of its dissatisfaction and thereafter shall refer the dispute to the courts in accordance with clause 88 (Jurisdiction). Should no such notice of dissatisfaction be received within 20 Working Days of receipt of the expert's written decision, the decision shall be permanently binding on the parties.
- 2.9 Each party shall bear its own costs in relation to the reference to the expert. The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the parties equally.
- 2.10 If the expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this Schedule then:
- (a) either party may apply to the relevant appointing body to discharge the expert and to appoint a replacement expert with the required expertise; and
 - (b) this paragraph applies in relation to the new expert as if he were the first expert appointed.
- 2.11 The expert and the appointing body shall have no liability to the parties for any act or omission in relation to this appointment; save in the case of bad faith.

Schedule 27 Authorities' Financed Vehicles

Commercially sensitive information



Schedule 28 Vesting Certificate

[ON HEADED NOTEPAPER OF THE SERVICE PROVIDER]

The Authorities

[DATE]

Dear [],

Vesting Certificate in relation to the Authorities' Financed Vehicles

In consideration of the payment of £[] (inclusive of VAT), receipt of which we acknowledge, we write in relation to the ownership of the vehicles listed in the annex to this letter (Authorities' Financed Vehicles).

1. This letter relates to the following:
 - 1.1 A contract between us dated [DATE] for [] (the Contract).
 - 1.2 The Authorities' Financed Vehicles, as also described in the Contract.
2. We certify that the Authorities' Financed Vehicles:
 - 2.1 correspond with their description and any applicable specification;
 - 2.2 are of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended) and fit for any purpose held out by the supplier or made known to the supplier by us expressly or by implication;
 - 2.3 have been tested and inspected;
 - 2.4 are free from defects in design, material and workmanship;
 - 2.5 comply with all applicable statutory and regulatory requirements relating to the manufacture and delivery of the Authorities' Financed Vehicles;
 - 2.6 are our absolute and unencumbered property. However, on payment of the invoice accompanying this letter, under and in accordance with the Contract, they will immediately become your absolute and unencumbered property. At that time we and any other third party shall have no property in any part or all of them, no claim to part or all of them and no lien or charge over part or all of them;

- 2.7 are in accordance with the Contract. In the event that they are not in accordance with the Contract, we acknowledge that you may reject them and instruct us that they shall immediately re-vest in us and be entirely at our risk;
- 2.8 are, at our cost, insured against loss or damage for their full value under a policy of insurance; and
- 2.9 may be inspected and tested at any time by you, your servants or agents.
3. For the purposes of this letter, you and we have agreed that:
- 3.1 a person who is not a party to this letter shall not have any rights under or in connection with it, but you may assign the benefit of this letter to any person to whom you assign the benefit of the Contract, provided that such assignment takes place at the same time (and to the same person) as the assignment of the benefit of the Contract or at the same time (and to the same person) as a novation of the Contract. Any reference to you in this letter includes your permitted assignees;
- 3.2 in the event of any dispute or difference under this letter, that dispute or difference shall be settled in the same way as a dispute or difference under the Contract and shall be subject to the same governing law and jurisdiction as the Contract; and
- 3.3 this letter is without prejudice to the terms of the Contract, which shall continue to be binding and of full effect and shall not be amended, waived or affected by this letter.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,

.....

Amey LG Limited

We hereby acknowledge receipt and accept the contents of this letter

Signed

[NAME OF RECIPIENT]

Date

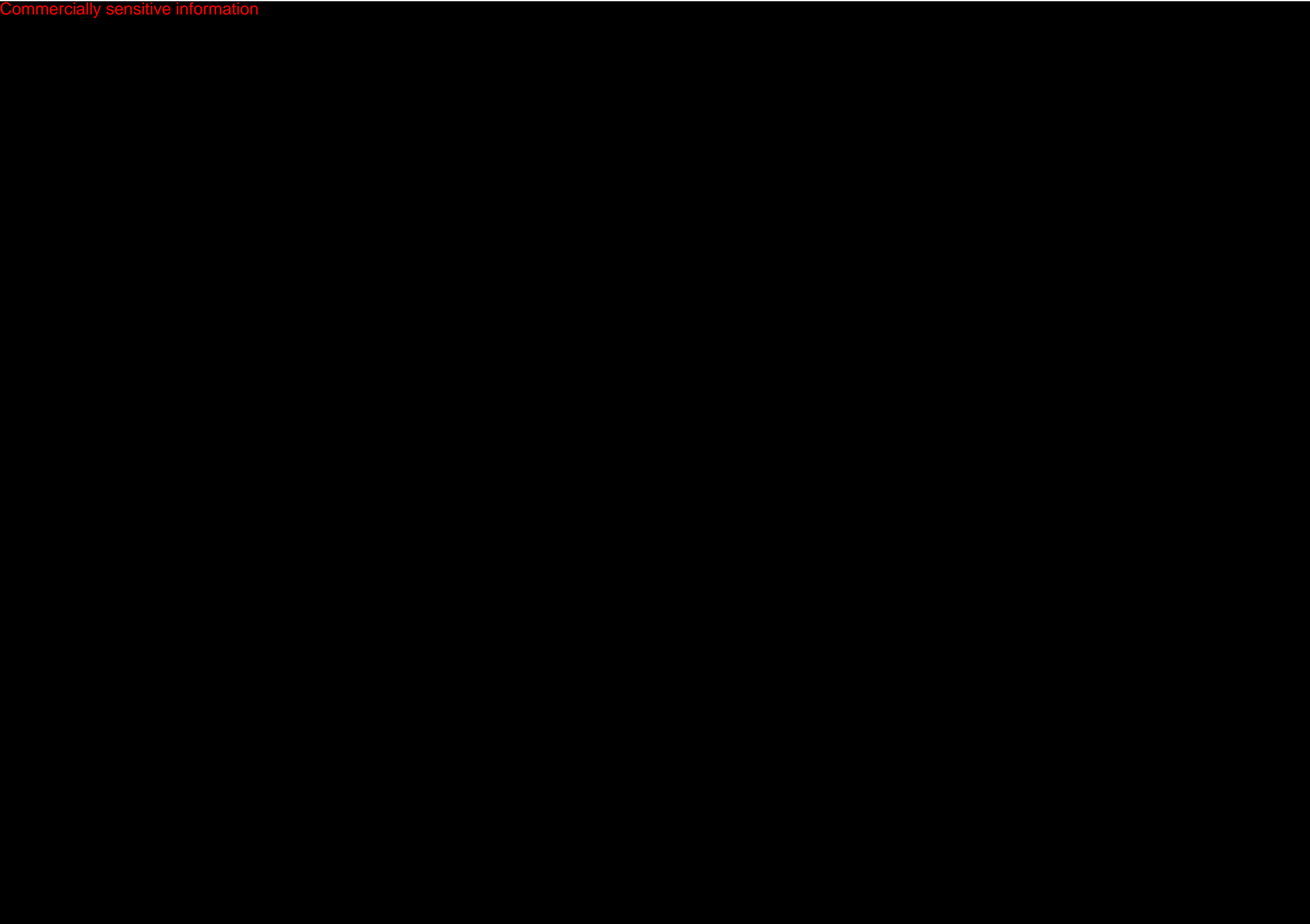
Annex

Authorities' Financed Vehicles

Commercially sensitive information



Commercially sensitive information



EXECUTION

THE COMMON SEAL of ELMBRIDGE)
BOROUGH COUNCIL was)
affixed to this deed Signature)
in the presence of:)



Authorised Signatory

THE COMMON SEAL of)
MOLE VALLEY DISTRICT)
COUNCIL was)
affixed to this deed)
in the presence of:)

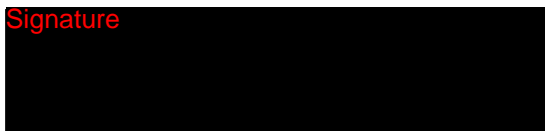
Signature



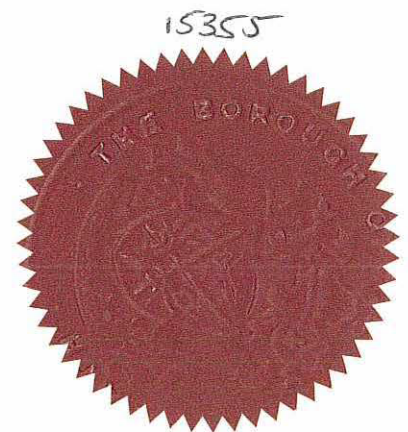
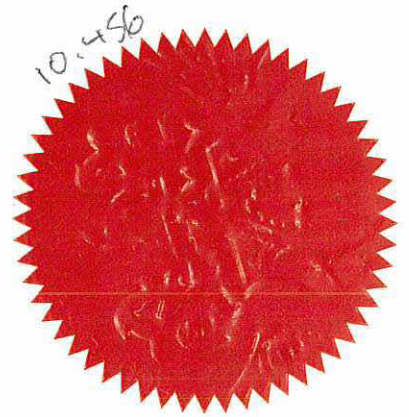
Authorised Signatory

THE COMMON SEAL of)
SURREY HEATH BOROUGH)
COUNCIL was)
affixed to this deed)
in the presence of:)

Signature



Authorised Signatory



THE COMMON SEAL of)
WOKING BOROUGH)
COUNCIL was)
affixed to this deed)
in the presence of)



20216

Signature

[Redacted signature area]

The Mayor

Signature

[Redacted signature area]

fd The Head of Legal and Democratic
Services

Signature

[Redacted signature area]

Executed by AMEV LG LIMITED acting by
S40 Personal data a director, in the

Director

presence of: Signature

[Redacted signature area]

Witness Signature

S40 Personal data

Witness Name

Witness Address

S40 Personal data

[Redacted address area]

Witness Occupation