

Contract for Service Agreement

Client: Graveley Parish Council

Address & email:

Supplier: Cambridgeshire & Peterborough Association of Local Councils Ltd

Address: The Norwood Building, Parkhall Road, Somersham, Cambridgeshire PE28 3HE

1. Common Meanings

In this agreement the following words have the following meanings:

- Contract term means the duration of the contract period;
- Services means the specific services to be provided by the supplier as set out in this agreement and the service specification;
- Charges means the costs invoiced by the supplier to the client for providing the services described in the service specification (see appendix A)
- Expenses means reasonable approved expenses incurred in providing the services described in the service specification (see appendix A)
- Parties means the supplier of the services and the client;
- Specification means a description of the services to be provided by the supplier.

2. General Provisions

The supplier is required to act in accordance with the client's relevant policies and procedures, this includes:

- Health and Safety;
- Data Protection (including GDPR)
- Data security;
- Safeguarding;

The supplier must fully comply with the requirements of appropriate legislation and regulations. In addition, the supplier, wherever practicable is required to meet best practice or industry standards.

The supplier, unless otherwise agreed will ensure they have the appropriate insurances in place so as to indemnify and minimise risks or losses to the client.

The supplier will provide the services to the client in consideration for the client paying a charge for services.

The charge for services will be paid on receipt of a monthly invoice.

3. Service Description

Brief summary

The supplier is to provide the following services: -

Internal Audit

4. Contract Information (including changes or amendments to the contract)

The Contract for Service will commence on 1st January 2024 and will end on 30th June 2024

The client will advise the supplier (in writing) a minimum of 4 weeks before the contract end date if they wish to:

- terminate the agreement
- extend the agreement for a further period.

The supplier will advise the client in (writing) a minimum of 4 weeks before the contract end date if they wish to:

- terminate the agreement
- amend/alter or change the terms of this agreement

5. Invoices and Payments

The supplier will provide the services to the client (as outlined in the service specification) Payment for services received will only be paid on receipt of an itemised invoice describing all work undertaken on behalf of the client. Invoices will be paid one month in arrears on last working day of each month.

Service charge - £35 per hour

Payment will be made by bacs within with 14 working days of invoice.

In the event does not make a payment within 14 days of the due date the supplier shall be entitled to charge interest on the outstanding amount at the rate of 4% per above the Bank of England base rate.

All amounts stated on invoices and requests for payment must be inclusive of VAT unless expressly stated otherwise.

The supplier can also claim reasonable expenses incurred in providing services on behalf of the client. This includes:

- a fuel allowance of 0.45 pence per mile (only when using the suppliers own vehicle has been agreed by the client)
- other approved or agreed expenses necessarily incurred when providing services on behalf of the client;
- expenses claims are to be included in the monthly invoice.

6. Services Provision

The supplier will ensure that services are provided or undertaken by such employees or agents who can meet the services requirements of the client.

This includes ensuring they and their employees or agents are:

- suitably qualified, competent and experienced;
- understand, where necessary and appropriate the policies and procedures of the client;
- that all materials and resources used to undertake work on behalf of the client must be of good quality and are fit for purpose.

The supplier is required to give the client notice if they are unable for any reason (including holidays) to provide the service outlined in the service specification or the work described in the specification is to be undertaken by their employees or agents.

Where the supplier is unable to provide the services because of absences the supplier is not entitled to receive payment.

7. Service Location

The supplier shall provide services in locations or places selected and agreed by the client.

8. Service Quality and Performance Reviews

The supplier will provide quarterly (on a date to be agreed) a report covering the following: -

- How much time has been spent by the supplier in providing services requested by the client.
- Quality and performance issues to be resolved or require improvement.

The supplier will attend review or other meetings when required by the client.

9. Confidentiality

Subject to suppliers the statutory rights and duties the supplier (including their employees or agents) they are required to preserve the confidentiality of the affairs of the client including directors, staff (in connection with their employment), and customers and of all other matters connected with the client's business.

This obligation shall continue even after this contract for service has ended. A breach of this requirement may lead to this contract being terminated without notice or civil action being taken be client.

10. Termination

This Contract for Service can be terminated naturally when this agreement comes to an end (see section 4).

This Contract for Service can also be terminated by either party when:

- Where one party to this agreement believes the other has breached its duty to the other;
- When either the client no longer requires the supplier to provide the service or the supplier becomes unable to provide the service then a suitable period of notice terminating the agreement can be agreed;
- It becomes illegal to either to procure or provide this service.

11. Signatures

Signed on behalf of:

CAPALC Ltd *P Bryant* Date 21st December 2023

I agree to the terms of service set out in this agreement on behalf of:

Name _____ Date _____