

Purchase Order Terms and Conditions

Terms and conditions for the supply of services

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Best Value Duty: means the duty imposed by section 3 of the Local Government Act 1999 (the LGA 1999) as amended, and under which the Council is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to any applicable guidance issued from time to time;

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Council for the supply of the Services in accordance with [Clause 6](#) (Charges and payment).

Commencement Date: has the meaning given in [Clause 2.2](#).

Conditions: these terms and conditions as amended from time to time in accordance with [Clause 12.5](#).

Contract: the contract between the Council and the Supplier for the supply of Services in accordance with these Conditions.

Contractor: Melton Borough Council are an end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Please issue a normal VAT invoice, with VAT charged at the appropriate rate. We will not account for the reverse charge.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Council: Melton Borough Council, Parkside, Station Approach, Burton Street, Melton Mowbray, LE13 1GH.

Council Materials: has the meaning set out in [Clause 3.3\(j\)](#).

Data Controller: has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time;

Data Processor: has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time;

Data Sub-Processor: means any third Party appointed to process Personal Data on behalf of the Supplier related to this Contract;

Data Protection Legislation: means:

- (i) the General Data Protection Regulation (Regulation (EU) 2016/679), the LED and any applicable national implementing Laws as amended from time to time;
- (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Data Subject has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time;

Data Loss Event means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

Data Subject Access Request means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms

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of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: the Council's policies and codes listed in Schedule 2.

Order: the Council's order for the supply of Services, as set out in the Council's purchase order form.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Specification.

Specification: the description or specification for the Services agreed in writing by the Council and the Supplier.

Supplier: the company or entity from whom the Council purchases the Services.

1.2 INTERPRETATION:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) 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.
- (c) A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Council to purchase Services in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing written acceptance of the Order; or
 - (b) any act by the Supplier consistent with fulfilling the Order,at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the

Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to the Council in accordance with the terms of the Contract.
- 3.2 The Supplier shall meet any performance dates for the Services specified in the Order or that the Council notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 3.3 In providing the Services, the Supplier shall:
- (a) co-operate with the Council in all matters relating to the Services, and comply with all instructions of the Council ;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that the Council expressly or impliedly makes known to the Supplier;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Council, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services, and with the Mandatory Policies;
 - (i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Council 's premises;
 - (j) hold all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Supplier (**Council Materials**) in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose or use the Council Materials other than in accordance with the Council's

written instructions or authorisation;

(k) not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Council may rely or act on the Services;

(l) comply with any additional obligations as set out in the Specification.

4. COUNCIL REMEDIES

4.1 If the Supplier fails to perform the Services by the applicable dates, the Council shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Council in obtaining substitute services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
- (e) to claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier's failure to meet such dates.

4.2 These Conditions shall extend to any substituted or remedial services provided by the Supplier.

4.3 The Council's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

5. COUNCIL'S OBLIGATIONS

5.1 The Council shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Council's premises for the purpose of providing the Services;
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request; and

6. CHARGES AND PAYMENT

- 6.1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Council, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 The Supplier shall invoice the Council on completion of the Services. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including the relevant purchase order number.
- 6.3 In consideration of the supply of the Services by the Supplier, the Council shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 6.4 All amounts payable by the Council under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Council, the Council shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.5 If the Council fails to make a payment due to the Supplier under the Contract by the due date, then the Council shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this [Clause 6.5](#) will accrue each day at 1% a year above the Bank of England's base rate from time to time, but at 1% a year for any period when that base rate is below 0%.
- 6.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Council to inspect such records at all reasonable times on request.
- 6.7 The Council may at any time, without notice to the Supplier, set off any liability of the Supplier to the Council against any liability of the Council to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. [If the liabilities to be set off are expressed in different currencies, the Council may convert either liability at a market rate of exchange for the purpose of set-off.] Any exercise by the Council of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Council Materials) shall be owned by the Supplier.
- 7.2 The Supplier grants to the Council, or shall procure the direct grant to the Council of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Council Materials) for the purpose of receiving and using the Services and the Deliverables.
- 7.3 The Council grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by the Council to the Supplier for the term of the Contract for the purpose of providing the Services to the Council .
- 7.4 All Council Materials are the exclusive property of the Council.

8. DATA PROTECTION

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this [Clause 8](#), **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Provider is the Processor. Schedule 1 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 8.3 Without prejudice to the generality of [Clause 8.1](#), the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider [and/or lawful collection of the Personal Data by the Provider on behalf of the Customer] for the duration and purposes of this agreement.
- 8.4 Without prejudice to the generality of [Clause 8.1](#), the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
 - (a) process that Personal Data only on the documented written instructions of the Customer [which are set out in Schedule 1 unless the Provider is required by Applicable Laws to otherwise process that Personal Data. Where the Provider is relying on Applicable Laws as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;

- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Provider, an instruction infringes the Data Protection Legislation.

8.5 The Customer does not consent to the Provider appointing any third party processor of Personal Data under this agreement. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.

8.6 Either party may, at any time on not less than 30 days' notice, revise this clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

9. INDEMNITY

9.1 The Supplier shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs(calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

- (a) any claim brought against the Council for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services (excluding the Council Materials); and
- (b) any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services.

9.2 This [Clause 8](#) shall survive termination of the Contract.

10. INSURANCE

10.1 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Council 's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. TERMINATION

- 11.1 Without limiting or affecting any other right or remedy available to it, the Council may terminate the Contract:
- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of control of the Supplier; or
 - (ii) the Supplier's financial position deteriorates to such an extent that in the Council's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (iii) the Supplier commits a breach of [Clause 3.3\(h\)](#),
 - (b) for convenience by giving the Supplier a minimum of one month's written notice.
- 11.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

12. CONSEQUENCES OF TERMINATION

- 12.1 On termination of the Contract for any reason, the Supplier shall immediately deliver to the Council all Deliverables whether or not then complete, and return all Council Materials. If the Supplier fails to do so, then the Council may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 12.2 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

- 12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

13. GENERAL

- 13.1 **Force majeure:** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 3-months, the party not affected may terminate the Contract by giving at least one month's written notice to the affected party.

13.2 Assignment and other dealings:

- (a) The Council may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Council.
 - a. Where the Supplier is provided with written consent to enter into a sub-contract, the Supplier shall include in that sub-contract:
 - i. Provisions having the same effect as clauses 6.2-6.3 of this Agreement; and
 - ii. A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 6.2-6.3 of this Agreement.
 - iii. In this clause 12.2, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement

13.3 Confidentiality:

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of six years after termination of the Contract,] disclose to any person any confidential information concerning the business, affairs, Councils, clients or suppliers of the other party, except as permitted by [Clause 12.3\(b\)](#).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this [Clause 12.3](#); and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13.4 **Entire agreement:** The Contract 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.

13.5 **Variation:** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

13.6 **Waiver:** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.7 **Severance:** If any provision or part-provision of the Contract 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 12.7](#) shall not affect the validity and enforceability of the rest of the Contract.

13.8 **Notices:**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to its main email address [Melton Borough Council Email Address](#).

(b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the

proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this [Clause 12.8\(b\)](#), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- (c) This [Clause 12.8](#) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13.9 **Third party rights:**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

13.10 **Governing law:** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

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

SCHEDULE 1: PROCESSING PERSONAL DATA AND DATA SUBJECTS

[Guidance Note: Consider clause 8 (Data Protection) of the Contract Terms]

1. The Supplier shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

[Guidance Notes: This Schedule must be completed by the Council acting as the 'Data Controller' – setting out clear details of the nature, scope and duration of the data processing arrangements where the Supplier (Data Processor) holds and/or processes 'Personal Data' about a 'Data Subject' in connection with the Contract. It is ultimately the responsibility of the relevant Contract Manager to complete this Schedule in respect of their Contract(s).

Any business details (i.e. names, business email & work addresses of Council staff with whom the Supplier corresponds) fall outside the scope of the GDPR and do not need to be included in this schedule.

For the purposes of the GDPR Regulations:

- (1) **'personal data'** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- (2) **'processing'** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.]

[DELETE GUIDANCE NOTES – ONCE SCHEDULE IS DRAFTED]

Description	Details
Subject matter of the processing	<p><i>[This should be a high level, short description of what personal data is actually going to be processed i.e. "Patient data will be processed for the purpose of reviewing medical history to provide for support needs".</i></p> <p><i>Or alternatively you could sign-post this back to the relevant parts of the Specification i.e. "as required by Paragraph xx 'Safeguarding Patients' of the Specification".]</i></p>

Description	Details
Duration of the processing	<p><i>[Clearly set out the duration of the processing including dates – this should cover both the duration that the personal data will be processed and the length that the data will be retained for.]</i></p> <p><i>Since Processing covers “the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction” of personal data - it’s conceivable that you could be adapting, retrieving and consulting on the data for a shorter period, but require retention for a longer period.</i></p> <p><i>The different categories of personal data contained within the Contract must be retained in accordance with the Council’s Document Retention & Records Management Policy].</i></p>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>

Description	Details
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Employees (including volunteers, agents, and temporary workers), Councils/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

SCHEDULE 2 - MANDATORY POLICIES

The Mandatory Policies are:

- Modern Slavery and Human Trafficking Policy
- Anti-Bribery Policy
- Equalities Policy
- Data Protection and Privacy Policy.
- ICT Security Policy