

BEDFORD BOROUGH COUNCIL

Framework Agreement for the Provision of School and Specialist Transport Services Open Framework

FRAMEWORK AGREEMENT

THIS AGREEMENT is made the day of August 2025 BETWEEN BEDFORD BOROUGH COUNCIL (the Council) of the one part and *Service Provider / Provider Name* whose registered office is situated at *(address)* (hereinafter called “the Provider”) of the other part.

WHEREAS:

- a) The Council has conducted a procurement in accordance with the Procurement Act 2023 to establish an Open Framework for the provision of School and Specialist Transport Services.
- b) The Provider has successfully satisfied the Conditions of Participation and has been admitted to the Open Framework.
- c) The purpose of this Framework Agreement is to establish the terms governing the admission, continued participation and management of Framework Providers and the award of Call-Off Contracts.
- d) Call-Off Contracts may be awarded by Direct Award or Competitive Selection Process in accordance with the Open Framework Rules.
- e) Appointment to the Open Framework does not guarantee any minimum volume or value of work.

THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Framework Agreement conditions hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) Bedford Borough Council Call-off / Service Contract Terms and Conditions for the Provision of Services for adults including it's schedules,
 - (b) The Provider's completed Tender Submission Document,
 - (c) Tender clarifications/communications issued through the In-Tend e-sourcing portal.
3. In consideration of the payments to be made by Council to the Provider as hereinafter mentioned the Provider hereby covenants with the Council to undertake the provision of

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the services in all respects with the provisions of the Bedford Borough Council Call-off Contract Terms and Conditions for the Provision of Services for adults.

4. The Council hereby covenants to pay to the Provider in consideration of the provision of the services as set out in the Contract Price at the times and in the manner prescribed by the Bedford Borough Council Call-off Contract Terms and Conditions for the Provision of Services for adults.
5. The Council reserves the right to enter into the whole or part of this Framework Agreement, both in terms of the scale and scope of this Framework Agreement. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Providers under this Framework Agreement.

IN WITNESS whereof the parties hereto have signed the day and year first above written

Signed on behalf of the Council

By

.....
Duly Authorised

.....
Duly Authorised

Signed on behalf of the Provider

By

.....

Duly Authorised

Witnessed by

.....

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS

1.1 In this Framework agreement, unless the context requires otherwise, the following words and phrases shall have the following meanings:

Call-off Contract	means the legally binding agreement (made pursuant to the provisions of the framework agreement) for the provisions of services made between the Council and the Provider comprising the Call-off Contract Terms and Conditions.
Call-Off Invitation	means an invitation issued by the Council to Framework Providers for a specific transport requirement.
Call-Off Submission	means a response submitted by a Framework Provider to a Call-Off Invitation.
Central Digital Platform	means the supplier registration system established under the Procurement Regulations 2024.
Conditions of Participation	means the requirements applied by the Council to determine eligibility for admission to and continued participation in the Open Framework.
Competitive Selection Process	means the process used to award a Call-Off Contract through mini-competition, electronic auction or reverse auction.
Direct Award	means a Call-Off Contract awarded without further competition.
Call-off Procedure	Means the process for awarding call-off contracts as set out in the Framework Agreement documentation.
Call-off terms & conditions	Means the Call-off Contract Terms and Conditions
Excluded Supplier	has the meaning given in Schedule 6 Procurement Act 2023.
Excludable Supplier	has the meaning given in Schedule 7 Procurement Act 2023.
Debarment List	means the list maintained under the Procurement Act 2023.

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Most Advantageous Tender (MAT)	Most Advantageous Tender" or "MAT" means the tender identified as the most advantageous in accordance with section 23 of the Procurement Act 2023 and the published award criteria.
Open Framework	means the Bedford Borough Council School and Specialist Transport Open Framework established under sections 45 to 49 of the Procurement Act 2023.
Provider	Means the Providers appointed as framework providers under the Framework Agreement.
Framework Appendix	Means an appendix to this framework agreement.
Framework Agreement	Means this framework agreement.
Route Service Agreement	Means the route-specific agreement issued by the Council for an individual transport route awarded under this Open Framework, whether by Direct Award or Competitive Selection Process, which incorporates the Framework Agreement, Call-Off.
Self-Billing Agreement	Terms and Conditions and Route Service Specification means the agreement entered into between the Council and the Provider authorising the Council (or its appointed payment services provider) to generate VAT self-bill invoices on behalf of the Provider for Services delivered under this Framework Agreement and any Call-Off Contract.
Services	Means any such services as are to be supplied by the Provider as specified in the Invitation to Tender document.

2 TERM OF THE FRAMEWORK AGREEMENT

- 2.1 The Open Framework shall commence on 1 December 2026 and shall continue until 19 March 2029 (the "Initial Term").

The Council may, at its sole discretion, extend the Open Framework on one or more occasions. The aggregate duration of all extension periods shall not exceed five (5) years and eight (8) months.

Accordingly, the total duration of the Open Framework, including the Initial Term and all extension periods, shall not exceed eight (8) years from the Commencement Date.

The Council shall provide written notice of any extension to Framework Providers.

Nothing in this clause obliges the Council to exercise any extension option.

- 2.2 The Council may reopen the Open Framework periodically throughout its duration. Suppliers may apply for admission during published opening windows and shall be assessed against the same published admission criteria used for the initial establishment of the Open Framework.

3 SCOPE OF THE FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between the Council and the Provider in respect of the provisions of the Services by the Provider to the Council.
- 3.2 The Council (subject to the provisions of the Framework Agreement) may, at its absolute discretion, from time to time order services from the Provider in accordance with the call-off procedure specified in Clause 6.
- 3.3 The Provider acknowledges that there is no obligation on the Council to purchase any Services from the Provider during the term of the Framework Agreement.
- 3.4 The Framework will be the Council's primary commissioning approach for commissioning Individual Placements and Whole or Multiple Services of in Bedford Borough. The Council reserves the right to commission placements outside the Framework where Framework Providers could not meet the need of an Individual Placement or Service or where an Individual Placement or Service does not match the Service Specification of the Framework.
- 3.5 The Council reserves the right to transfer current spot contracts to of the Framework in negotiation with the Provider.

3A OPEN FRAMEWORK REOPENING

- 3A.1 The Open Framework shall remain open for admission of additional Providers during reopening periods published by the Council
- 3A.2 Applications submitted during reopening periods shall be assessed against the same published admission criteria
- 3A.3 Admission to the Open Framework shall not guarantee the award of any Call-Off Contract.

4 PROVIDER APPOINTMENT

- 4.1 The Council appoints the Provider as a potential Provider of the services and the Provider shall be eligible to be considered for the award of orders for such services by the Council during the term of the Framework Agreement.
- 4.2 Continued appointment is conditional upon:
- a) maintaining all required licences;

- b) maintaining required insurance;
- c) satisfying Conditions of Participation;
- f) compliance with Procurement Act 2023 requirements;
- g) remaining eligible to participate in the Open Framework.

4.3 Continued participation in the Open Framework shall be conditional upon the Provider:

- a) remaining admitted to the Open Framework;
- b) maintaining all licences, permits, approvals and insurance requirements;
- c) continuing to satisfy all Conditions of Participation;
- d) not becoming subject to exclusion grounds or debarment;
- h) complying with this Framework Agreement, the Procurement Act 2023 and an applicable procurement regulations;
- i) entering into and maintaining the Council's Self-Billing Agreement throughout its participation in the Open Framework.

5 NON-EXCLUSIVITY

5.1 The Provider acknowledges that, in entering into this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Council for services from the Provider and that the Council is at all times entitled to enter into other contracts and arrangements with other Providers for the provision of any or all services which are the same as or similar to the services.

6 CALL-OFF AWARD PROCEDURE

6.1 Call-Off Contracts may be awarded by:

- a) Direct Award; or
- b) Competitive Selection Process.

6.2 Direct Awards may take account of:

- Service continuity;
- SEND compatibility;
- Safeguarding considerations;
- Geographical location;
- Vehicle suitability;
- Operational capacity;
- Urgent transport requirements;
- Parent or carer preferences
- Best value considerations.

The Council shall only make a Direct Award where the circumstances and award criteria have been clearly identified within the Framework procurement documents and the Council maintains an audit trail demonstrating compliance with the Procurement Act 2023.

6.3 Competitive Selection Processes may include mini-competitions, reverse auctions, electronic auctions or any other award mechanism permitted under the Procurement Act 2023 and specified within the Open Framework procurement documents. Awards shall be made on the basis of the Most Advantageous Tender.

6.4 Competitive Selection Processes shall be undertaken through the ADAM eProcurement System.

6.5 Each transport route awarded under this Open Framework shall be subject to a separate Route Service Agreement.

Route Service Agreements may be awarded following:

- a) Direct Award; or
- b) Competitive Selection Process, including Mini-Competitions, Electronic Auctions and Reverse Auctions.

The Provider shall execute and return the Route Service Agreement within the timescale specified by the Council.

The Route Service Agreement shall incorporate and be governed by:

- this Framework Agreement;
- the Call-Off Terms and Conditions;
- the applicable Route Service Specification; and
- any route-specific documentation issued by the Council.

The execution of the Route Service Agreement shall create a legally binding contract for the delivery of the relevant transport route.

6A CENTRAL DIGITAL PLATFORM

6A.1 The Provider shall maintain accurate Core Supplier Information on the Central Digital Platform throughout the Framework Term.

6A.2 The Provider shall promptly update information which becomes inaccurate.

6A.3 The Provider shall provide share codes, declarations and evidence reasonably required by the Council.

6A.4 Failure to maintain accurate information shall constitute a material breach.

6B MATERIAL CHANGE NOTIFICATION

6B.1 The Provider shall notify the Council within five Working Days of becoming aware of:

- a) change of ownership;
- b) insolvency events;
- c) licence suspension or withdrawal;
- d) safeguarding investigations;
- e) insurance reductions;
- f) exclusion grounds;
- g) regulatory action.
- h) new Associated Supplier, Key Sub-Contractor or Connected Person whose information was relied upon during admission to the Framework.
- i) any change to VAT registration status or VAT registration number.

6B.2 Failure to notify shall constitute a material breach.

6C PROCUREMENT ACT COMPLIANCE

6C.1 The Provider shall comply with all relevant obligations under the Procurement Act 2023.

6C.2 The Provider shall fully cooperate with all transparency obligations arising under the Procurement Act 2023, including publication of:

- Contract Details Notices;
- Contract Change Notices;
- Contract Performance Notices;
- Termination Notices;
- Procurement Investigation Reports;
- any statutory reporting obligations.

6C.3 The Provider shall provide information reasonably requested by the Council to fulfil transparency obligations.

6C.3A The Provider acknowledges that information relating to this Framework Agreement and any Call-Off Contract may be published in accordance with the Procurement Act 2023 and waives any objection to such publication except where disclosure would be prohibited by law.

6C.4 The Provider shall cooperate with any procurement investigation, audit, review, information request or statutory inquiry conducted by the Cabinet Office, Procurement Review Unit or any other body exercising powers under the Procurement Act 2023.

6D.1 CONTRACT MODIFICATIONS

6D.1 No modification to this Framework Agreement shall be made unless the Council has determined that the modification is permitted under Chapter 4 of the Procurement Act 2023 and any applicable Procurement Regulations.

6D.2 Any modification to this Framework Agreement shall be approved by the Council and documented in writing.

- 6D.3 The Provider shall provide such information and assistance as the Council may reasonably require in connection with any modification of the Framework Agreement, including compliance with any applicable transparency obligations under the Procurement Act 2023.
- 6D.4 Where required by the Procurement Act 2023, the Council may publish a Contract Change Notice, Framework Change Notice, or any other transparency notice relating to the modification.
- 6D.5 The Provider acknowledges that any modification which is not permitted under the Procurement Act 2023 shall be void and of no effect.
- 6D.6 The parties acknowledge that modifications of the Framework Agreement and any Route Service Agreement may be undertaken where permitted under the Procurement Act 2023 and as described within the Tender Notice and procurement documents.

7 CALL OFF CONTRACT PERFORMANCE

- 7.1 The Provider shall perform all Call-off contracts entered into with the Council in accordance with the requirements of this Framework Agreement and the Call-off contract.
- 7.2 The Provider shall abide by the provisions of clauses set out in the Call-off terms and conditions.
- 7.3 Save as otherwise provided (expressly or by necessary implication), In the event of any conflict between this Framework Agreement and a Call-Off Contract, the Call-Off Contract shall prevail in relation to the specific Services being delivered under that Call-Off Contract.
- 7.4 The Provider shall maintain current and accurate records of all work carried out in the provision of the Services and shall ensure that these records shall be available for inspection by an authorised representative of the Council at all reasonable times in accordance with the Framework Agreement.

8 PRICES FOR SERVICES

- 8.1 The prices offered by the Provider for call-off contracts under to the Council shall be as set out in their application to become a Provider on the Framework Agreement. These prices are fixed for the duration of the Framework Agreement. Please refer to Call-off / Service contract for the annual review of Framework rates.
- 8.2 The prices offered by the Provider for call-off contracts under to the Council will be determined through a mini-competition at call-off and set out in Order Form 2. These prices are fixed for the duration of the Service Contract. Please refer to Call-off / Service contract for the annual review of Framework rates.
- 8.3 Payments under any Call-Off Contract may be administered through the Council's self-billing arrangements.
- 8.4 Providers shall not submit VAT invoices directly to the Council where a Self-Billing Agreement is in force.

9 COUNCIL'S RESPONSIBILITIES

- 9.1 Subject to the provisions contained within the call-off contract, the Council undertakes to provide to the Provider all information, services, facilities, and responses reasonably required by the Provider to perform the Ordered Services.

10 COMMUNICATIONS

- 10.1 Except as otherwise expressly provided, no communication from one party to the other shall have any validity under this Contract unless made in writing by or on behalf of the party sending such communication.
- 10.2 For the purposes of Clause 10.1, the address of each party shall be:
- For the Council: As set out in the issued tender documentation,
 - For the Provider: As set out in the tender return documentation.

11 TERM AND TERMINATION

- 11.1 The Council may terminate the Framework Agreement (insofar as it relates to the Provider) by servicing written notice on the Provider with immediate effect from the date specified in such notice:
- 11.1.1 where the Provider commits a material breach in relation to the Framework Agreement or any Call-off / Service contract and fails to comply with remedial action plan specified by the Council within thirty (30) days of agreement or such other period as may be specified by the Council.
 - 11.1.2 where there is a material detrimental change in the financial standing which adversely impacts upon the Provider's ability to supply services under the Framework Agreement and any Call-off contract.
 - 11.1.3 In any case, where the Council would be entitled to terminate a call-off contract.
 - 11.1.4 the Provider becomes an Excluded Supplier
 - 11.1.5 the Provider becomes an Excludable Supplier
 - 11.1.6 the Provider is entered onto the Debarment List;
 - 11.1.7 information supplied during admission is materially inaccurate;
 - 11.1.8 the Provider no longer satisfies Conditions of Participation.
- 11.2 In addition to its rights to terminate under Clause 11, the Council shall have the right to terminate this Framework Agreement (insofar as it relates to the Provider) by giving three (3) months written notice to the Provider.
- 11.3 without prejudice to the Councils rights to terminate the Framework Agreement under Clause 11, the Council may suspend the Provider's appointment to supply services as

set out in the call-off terms and conditions. The Council will provide written notice to the provider.

- 11.4 Termination or expiry of the Framework Agreement shall not cause any Call-off contracts to terminate automatically. For the avoidance of doubt, all Call-off contracts shall remain in force unless and until they are terminated or expire in accordance with the Call-off contract.
- 11.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either party accrued under this Framework Agreement prior to termination or expiry.

11A SUSPENSION

- 11A.1 The Council may suspend the Provider from participation in the Open Framework where:
 - a) required licences have expired;
 - b) safeguarding concerns arise;
 - c) insurance has lapsed;
 - d) regulatory investigations are underway;
 - e) the Council reasonably suspects material breach.
- 11A.2 During suspension the Provider shall not receive Direct Awards or Mini-Competition opportunities.

11B REMOVAL FROM FRAMEWORK

- 11B.1 The Council may remove the Provider from the Open Framework where:
 - a) suspension issues remain unresolved;
 - b) an exclusion ground applies;
 - c) performance remains unsatisfactory;
 - d) required licences are lost;
 - e) continued participation presents safeguarding or operational risk.

12 INSURANCE

- 12.1 The Provider shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Provider under this Framework Agreement, including any loss of or damage suffered by the Council as a result of information negligently supplied by the Provider, or death or personal injury, or any loss of or damage to property subject to the proviso as to liability set out in Clause 12.3. The insurance policies shall include but not be limited to those set out in Clause 12.4 below
- 12.2 The Provider shall produce to the Council, within five (5) Working Days of request, copies of all insurance policies referred to in Clause 12.1 or such other evidence as agreed between the Council and the Provider that will confirm the extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 12.3 The Provider shall indemnify and keep the Council indemnified from and against all losses, claims, damages or proceedings (including injury or damage to any property, real or personal) and costs suffered or incurred, directly or indirectly, arising out of or in the

course of carrying out services under any Call-off contracts, unless due to any act or neglect of the Council or its servants. Without thereby limiting the provisions of this clause and its responsibilities under this Clause 12 (*Liability and Insurance*), the Provider shall insure with a reputable insurance company against all loss of and damage to property and injury to, or death of, persons arising out of or in consequence of the Provider's obligations under this Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof and where required shall contain an Indemnity to Principals clause.

- 12.4 As a minimum, the insurance referred to in this Clause 12 shall include, but not be limited to

a) Employer's Liability Insurance - £5,000,000

b) Public Liability Insurance - £5,000,000

c) Medical Transport Services only:

Medical Malpractice Insurance £5,000,000

OR

Public Liability £10,000,000 covering medication administration

- 12.5 Clause 12 (Liability and Insurance) shall remain in full force for a period beginning from the Commencement Date and ending 12 years from, either expiry of the Framework Agreement as defined in Clause 11 (Terms and Termination) or the termination or determination of the Call-off / Service Contract, whichever is the latter.

13 DISPUTE RESOLUTION

- 13.1 Any dispute between the Parties arising under this Framework Agreement shall be resolved in accordance with the procedures set out in the Call-off contract terms (which shall also be deemed to apply to the Framework Agreement).

14 CONFIDENTIALITY AND PUBLICITY

- 14.1 The Provider or any other person employed or engaged by them (in connection with this Contract in the course of such employment or engagement) shall not, without the prior written consent of the Council, during or after termination or expiry of this Contract disclose, directly or indirectly, to any person (including a person who is associated with or part of the Provider's organisation, but not engaged on this Contract), firm, company or third party, and shall only use for the purposes of this Contract any information relating to this Contract, the Council, its business, customers, suppliers or any other information of whatever nature which is not in the public domain and which comes into the Provider's possession in connection with this Contract.
- 14.2 The provisions of Clause 14.1 above shall not apply to information which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act (FOIA) 2000 or the Environmental Information Regulations (EIR) 2004.

- 14.3 The Provider shall not make any media or other announcements or publicise this Contract in any way without the Council's prior written consent. The Provider shall ensure the observance of the provisions of this Clause 14.3 by all their employees, servants, agents and Sub-Providers.

15 STATUTORY REQUIREMENTS

- 15.1 The Provider shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-off contract. The Provider warrants and represents that, from the commencement date of any Call-off contract. It shall have all necessary licences, authorisations, consents or permits and shall be fully compliant with all applicable law in supplying the services.

15A SAFEGUARDING

- 15A.1 The Provider shall maintain all safeguarding arrangements required by the Service
- 15A.2 The Provider shall ensure drivers and passenger assistants hold all required Council authorisations.
- 15A.3 The Provider shall immediately notify the Council of safeguarding incidents.
- 15A.4 Failure to comply may result in suspension or termination.

16 FREEDOM OF INFORMATION

- 16.1 The Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations (EIR) and shall assist and cooperate with the Council to enable the Council to comply with its legal obligations.
- 16.2 The Provider shall transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information.
- 16.3 The Provider shall provide the Council with a copy of all information in its possession, or power in the form that the Council requires within five (5) Working Days (or such other period as the Council may specify) of the Council's request.
- 16.4 The Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, Freedom of Information Act or the Environmental Information Regulations.
- 16.5 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 16.6 The Provider acknowledges that the Council may, acting in accordance with the legal requirements of the Freedom of Information Act and the Environmental Information Regulations, be obliged to disclose Information without consulting or obtaining consent from the Provider, or despite having taken the Provider's views into account.

17 CONFLICTS OF INTEREST

- 17.1 The Provider shall immediately notify the Council of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the Provider (including without limitation its reputation and standing) and/or the Council of which it is aware or anticipates may justify the Council taking action to protect its interests.
- 17.2 Should the parties be unable to either remove the conflict of interest and/or to alleviate its effect, the Council shall have the right to terminate the Contract in accordance with Clause 11 (*Term and Termination*).

18 TRANSFER AND SUB-CONTRACTING

- 18.1 The Framework Agreement is personal to the Provider and the Provider shall not assign, novate or otherwise dispose of the Framework Agreement or any part thereof without the Council's prior written approval. The Provider shall not be entitled to sub-contract any of its rights or obligations under the Framework Agreement without prior agreement from the Council.
- 18.2 The Council shall be entitled to:
- 18.2.1 Assign, novate or otherwise dispose of its right and obligations under the Framework Agreement or any part thereof to any other contracting body;
 - 18.2.2 novate the Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously been performed by the Council.

19 FORCE MAJEURE

- 19.1 For the purposes of this Framework Agreement the expression "Force Majeure" shall mean any cause affecting the performance by either the Council or the Provider of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control.
- 19.2 Neither the Council nor the Provider shall in any circumstances be liable to the other for any failure to fulfil its obligations including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.

20 WARRANTIES AND REPRESENTATIONS

- 20.1 The Provider warrants and represents to the Council that:
- 20.1.1 it has full capacity and authority to enter into, and perform, its obligations under this Framework Agreement or any Call-off contract;
 - 20.1.2 this Framework Agreement is executed by a duly authorised representative of the Provider;

- 20.1.3 it has not committed and will not commit any fraud, breach of the Bribery Act 2010 or pay any commission in connection with entering into this Framework Agreement or any Call-off contract;
- 20.1.4 all information, statements and representations contained in its tender response for the services are true and accurate and not misleading;
- 20.1.5 no claim is being asserted and no litigation or similar action is being taken against it that might affect its ability to provide its obligations under this Framework Agreement or any Call-off contract;
- 20.1.6 it is not subject to any contractual obligation that is likely to have a detrimental effect on its ability to perform its obligations under this Framework Agreement or Call-off contract.

21 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 21.1 Unless expressly provided in this Framework Agreement, the parties hereto do not intend any provisions hereof to be enforceable by any third party under the provisions of the Contract (Rights of Third Parties) Act 1999 and as such no person other than the said parties shall have any rights under this agreement nor shall it be enforceable by them.

22 SEVERABILITY

- 22.1 If any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this agreement, the Council and the Provider shall immediately commence good faith negotiations to remedy such invalidity.

23 WAIVER

- 23.1 The failure of the Provider or the Council to insist upon strict performance of any provision of this Framework Agreement or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this agreement.
- 23.2 A waiver of any default shall not constitute a waiver of any other default.
- 23.3 No waiver of any of the provisions of this agreement shall be effective unless it is expressed to be a waiver communicated in writing by either party.

24 LAW AND JURISDICTION

- 24.1 The Council and the Provider agree that this Framework Agree, and any Call-off contract arising from it, is to be governed by and construed according to the law of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

25 NOTICES

- 25.1 Notices must be served either personally, sent by pre-paid registered post or emailed to the address (with proof of delivery and receipt of the communication by email by the other party) of the other party given in this agreement or to any other address as the parties may have notified during the period of the agreement.

26 ENTIRE AGREEMENT

- 26.1 This Framework Agreement constitutes the entire understanding between the Council and the Provider relating to gaining access to the Framework.
- 26.2 No amendments to the provisions of this agreement shall be effective unless made as a result of a written agreement between the Council and the Provider provided the same has been signed and dated by an authorised representative of both parties.
- 26.3 Both the Council and the Provider unconditionally waives any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this agreement (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.
- 26.4 Both the Council and the Provider unconditionally waives any rights it may have to seek to rescind this agreement on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this agreement unless such statement was made fraudulently.

Appendix 1 Vehicle Categories

Taxi

MPV

Wheelchair Accessible Vehicle

Minibus

Accessible Minibus

Specialist SEND Transport

Any additional category defined by the Council.

Appendix 2 Open Framework Reopening Process

The Open Framework Reopening Process shall be conducted in accordance with:

- (a) Clause 2.2 of this Framework Agreement;
- (b) Clause 3A (Open Framework Reopening); and
- (c) the applicable reopening provisions contained within the Invitation to Tender and any reopening documentation issued by the Council.

Appendix 3 CALL-OFF AWARD PROCESS

1. Call-Off Contracts may be awarded under this Open Framework by:
 - a) Direct Award; or
 - b) Competitive Selection Process.
2. The Council shall determine the most appropriate award method for each Call-Off Contract in accordance with the Procurement Act 2023, this Framework Agreement and the applicable provisions of the Invitation to Tender.
3. The detailed procedures governing Direct Awards, Competitive Selection Processes, Mini-Competitions, electronic auctions, award criteria and evaluation methodology are set out in:
 - a) the Invitation to Tender;
 - b) the Framework Agreement; and
 - c) any Call-Off documentation issued by the Council.
4. Providers shall participate in Call-Off award procedures in accordance with the requirements specified by the Council for the relevant Call-Off opportunity.
5. Nothing in this Schedule shall oblige the Council to award any Call-Off Contract or guarantee any volume of work to any Framework