

the contract. It is the responsibility of all officers to ensure that the Corporate Director of Resources is promptly notified in order that this can occur.

25. Contract Terms and Conditions

25.1 All contracts and orders shall be in writing or in an approved electronic format, and every contract, which equals or exceeds £75,000 in value or amount for supplies and services and £100,000 for works, shall be in writing in a form to be approved by the Director of Law and Democracy and executed in accordance with Article 14 of the Council's Constitution.

25.2 The Director of Law and Democracy shall determine whether the Council's General Conditions of Contract are applicable to a procurement and may decide that they must be used.

25.3 Bribery and Corruption

25.3.1 In every written contract a clause shall be inserted empowering the Council to cancel the contract and to receive from the third party the amount of any loss resulting from the cancellation in the following circumstances:

- a) Where the third party or any person employed by him or on his behalf has offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for:
 - i. Doing, or for refraining from doing, anything in relation to either the obtaining of, or the execution of, the contract or any other contract with the Council;
 - ii. Showing, or refraining from showing, favour or disfavour to any person in relation to the contract or any other contract with the Council.
- b) Where the third party or any person employed by him or on his behalf has committed any offence under the Prevention of Corruption Acts 1889 to 1916, or any amendment of them, or has given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

25.3.2 In the case of action as described above by a person employed by the third party or on the third party's behalf, the Council's right to cancel and recover loss shall apply whether or not the action is with the third party's knowledge.

25.4 Prohibition against Assignment

25.4.1 In every written contract a clause shall be inserted prohibiting the Third party from transferring, assigning or sub-letting, directly or indirectly, to any person or persons, any portion of the contract without the permission of the Council. This prohibition shall not apply to sub-letting which may be customary to the trade concerned.

25.4.2 The relevant Chief Officer, Corporate Director of Resources and the Director of Law and Democracy shall be consulted whether permission to assign is given pursuant to rule 25.4.1

25.5 Liquidated Damages and Guarantees

25.5.1 In respect of the performance of every contract the Council shall consider the need for and where appropriate shall require and take sufficient security or assurances as shall be determined by the Corporate Director of Resources in consultation with the appropriate Chief Officer.

25.5.2 Every contract which exceeds £100,000 in value or amount, and is either for works, services or for supplies to be made otherwise than at one time requires Chief Officers to consider whether the contract should provide for a sum or sums of money to be paid by the third party as liquidated and ascertained damages in case the terms of the contract are not duly performed.

25.6 Safeguarding Children/ Vulnerable Adults