***Service Level Agreement (SLA)***

***Insert School Logo***

***Service Level Agreement***

***Between***

***Insert School Name and Roll No.***

***And***

***Insert Service Provider Name***

***Relating to***

***The provision of Catering Services under the School Meals Scheme***

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# Section 1: Service Level Agreement

This Service Level Agreement (“SLA”) documents the agreement between

**Insert School Name** (“the Client”) and **Insert Supplier/ Service Provider Name** (“the Service Provider”) in relation to the provision of Catering Services under the School Meals Scheme to **Insert School Name**

The objectives of this SLA are to:

* Provide a guide on the day-to-day operation of any contract.
* Establish a detailed common understanding of the services to be delivered by the Service Provider and the Client’s expectations for each aspect of the contract.
* Define a system of objective service level monitoring.
* Provide a system for appropriate contract management and reporting.

This SLA will become effective on the date it is signed by both parties and will continue until the expiry or earlier termination of the contract. This agreement may be updated at any time by agreement of the parties and will be subject to review annually as set out in ***Appendix 1.15 Review of Supplier Performance.***

The Service Provider will only be required to put in place the resources necessary to deliver the Services as set out in Section 2 hereof in the event that they are required to carry out all or some of the services for the Client. The level of these resources to be agreed in writing with the Client.

## (i) Scope of Agreement

This SLA must be read in conjunction with the Call for Tender (CFT) document issued by the Client on **insert publication date of CFT** (‘the Invitation to Tender); and the Proposal submitted by the Service Provider on **insert deadline date of CFT** (‘Tender Deadline’) and the Terms and Conditions as stated in Appendix 1. In the event of any conflict between the terms of these documents, precedence will be given to the terms contained in:

* The Terms and Conditions of Contract
* The Service Level Agreement
* The Call for Tender (CFT)
* The Tender Response Document (TRD) including any supporting clarification or documentation

## (ii) Nominated Representatives

The following individuals are nominated on behalf of either party as the primary point of contact in relation to all matters arising under the SLA:

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **THE CLIENT: Insert School Name**

|  |  |
| --- | --- |
| **Name:** |  |
| **Job Title:** |  |
| **Phone Number:** |  |
| **Email:** |  |
| **Address:**  |  |

 |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **THE SERVICE PROVIDER: Insert Supplier/Service Provider Name**

|  |  |
| --- | --- |
| **Name:** |  |
| **Job Title:** |  |
| **Phone Number:** |  |
| **Email:** |  |
| **Address:**  |  |

 |

## (iii) Updates to this Agreement

This Agreement will take effect on the date of signing and continue in force throughout the duration of the contract or until otherwise terminated by the parties. The term of the contract will be awarded for a period of three (3) years, subject to annual review.

This Agreement may be updated at any time by agreement of the parties and will be subject to review quarterly, or when required, to review performance as set out in ***Section 4 (i) SLA Review***

(iv) Contract Termination

Should the Contractor fail to perform to the satisfaction of **“Insert School Name”** the contract shall be terminated, with three (3) calender months’ notice given. The successful company will be required to enter into a formal Licence Agreement. The contract may be terminated by the successful service provider at any time following the submission of three (3) calendar months’ written notice to the school Board of Management as outlined in the CFT document at ***Appendix 1.17 Contract Termination***

## (v) Confidentiality

Both parties agree to the provisions on confidentiality as addressed in ***Appendix 2.13 Confidentiality***

# Section 2: Services and Responsibilities

## (i) Service locations

The Service Provider will provide service to the Client at **insert school name and address.**

(ii) Order and Delivery

Orders will be placed online through the service providers app. Orders must be placed and can be amended up to **xx** hours before delivery. Lunches will be delivered to insert school name before **8.00am** daily.

## (iii) Responsibilities of the Service Provider

The Service provider shall provide the Services in accordance with:

1. The Terms and Conditions of Contract;
2. The terms of this SLA;
3. The Call for Tender ;
4. The Tender Response submitted by the Service Provider
5. The scope of Contract required is set out in detail in CFT document

## (iv) Approval Process

No additional services outside of the scope of the Service Level Agreement will be commenced / undertaken by the Service Provider without written instruction from the Client.

## (v) Reporting of Problems

Problems identified will be immediately highlighted to the Client and at the latest within **24** hours of identification of the problem as outlined in ***Appendix 1.5 Contract Management.***

## (v) Quality Assurance / Certification

The Service Provider is fully responsible for the staffing, management and operation of the food service, ensuring compliance with all health and safety legislation as stated by the FSAI [Home | Food Safety Authority of Ireland (fsai.ie)](https://www.fsai.ie/) including but not limited to the below;

* Food and Hygiene Regulations (1950/1989)
* EC Regulation No. 852/2004 on Hygiene and Foodstuffs
* EC Regulation No. 882/2004 on Hygiene and Foodstuffs
* Food Safety Authority of Ireland Act 1998
* EC (Hygiene of Foodstuffs) Regulations 2006
* I.S. 340:2007 Hygiene in Catering
* I.S. 341:2007 Hygiene in Food Retailing and Wholesaling

The Service Provider agrees to abide by the certification requirements and quality assurance processes as required by law and must produce documentary evidence with all necessary statutory requirements relating to the composition and quality of foods and with statutory hygiene laws and practices. (based on the principles of HACCP) and further outlined in Appendix 1: Scope of Requirements.

(vi) Staff Training

The Service Provider is fully responsible for deploying adequate staffing resources to meet the demands of the service including, but not limited to, management of staff to cover holidays and sickness. The Service Provider agrees that no member of staff at **insert school name** will be proposed/expected to provide cover/support and this is the sole responsibility of the service provider to implement.

In addition, the proposed staff have undergone the relevant training in accordance with the standards published by the National Standards of Ireland (NSAI) (or equivalent) which are available at [www.nsai.ie](http://www.nsai.ie/)

(vii) Garda Vetting

The Service Provider agrees that their staff operating in the school will be subject to undergoing a background check via the Garda Central Vetting Unit (GCVU) as stated in Appendix 2:9 Garda Vetting

# Section 3: Payment of Fees

Funding under the Schools Meals Local Projects Scheme is based on a rate of payment per meal, per child, per day. The current rate of payment allocated for hot meals is €3.20 per child per day.

* The successful service provider will be required to submit one invoice per month per service requirement – with a detailed breakdown attached as back up to the invoice. All invoices should show the relevant VAT charged.
* All charges must be quoted in Euro, Ex VAT, with VAT detailed separately.
* The successful service provider will be paid within 30 days of receipt of invoice.
* The Schools Meals Programme is subject to funding from the Department of Social Protection – should funding be cut then this will impact on the provision of this service.

**4 CONTRACT REVIEW AND PERFORMANCE MANAGEMENT**

# Section 4: Contract Review and Performance Management

The Representatives nominated in Section 1(ii) above will also represent the parties in the context of service reviews. There will be two types of service review:

## (i) SLA Review

Service performance against this SLA will be reviewed every three months, Quarterly Business Review, (‘QBR’), from commencement.

The purpose of the QBR is to monitor:

* Service performance against agreed service levels
* Any significant variations from agreed service expectations and the cause for these
* Any foreseen significant events which may have an impact on the service or the targets during the next reporting period
* Any requirements to amend current services – either scope of services, or the process by which they are performed
* Agree amendments to the SLA to reflect such changes
* Validate targets for the next reporting period
* Service reviews will be attended by at least:
* the representatives nominated in Section 1.2 above.

The reviews may also be attended by other relevant parties, as required.

The required review inputs are:

* Agenda
* Review of agreed KPI’s (including any corrective actions)
* Current SLA between the parties
* All contracts performed by Service Provider on behalf of the Client.
* Any relevant documentation which pertains to the proposed amendments to the SLA

The required review outputs are:

* Revised KPI’s, if necessary
* Review minutes
* SLA, amended with any agreed changes, if required.

## (ii) Performance Review

The agenda for this review will be based upon the service level expectations recorded in this SLA along with any additional performance matters which have arisen in the course of the previous review period. Failure to meet the expectations set out in this SLA may be grounds for the Client to terminate the contract.

The following key performance indicators (KPIs) will be measured, reported on by the Service provider. The appointed representatives nominated in Section 1(ii) will meet Quarterly, or when required, to review performance.

Customer Service Targets

* Complaints to be acknowledged within 24 hours of receipt
* Complaints to be fully resolved within 3 - 5 workdays (depending on complexity)
* General Queries to be responded to within 24 hours of receipt
* All communication is required by e-mail

Service / Product Delivery Targets (***To be inserted from tender submission of successful tenderer)***

* Daily operation of the service
* Offsite food preparation
* Quality of offerings
* Variety and choice available (for each service; hot meals)
* Portion sizes applicable
* Pre-order facilities
* Formal Complaints Procedure
* Communications Plan, Escalation Procedures Response times
* Transport plans
* Environmental Innovation

## (iii) Financial / Management Information Reports

The Service Provider will provide the following either monthly, quarterly or on request, reports:

including but not limited to; sales reports, funding and operation of school meals programme, provision of food – meals purchased, food wastage, traceability, environmental sustainability, On-time Service Delivery, Invoice Queries. KPI’s will be measured on a quarterly basis

# Section 5: Communications and Service Escalation

## (i) Communications

Communications will primarily take place between nominated points of contact from both parties. In case of disruption to service or other need to escalate, the matter will be referred to the following member of management designated by the Service Provider at the latest within24 hours of occurrence as stated in Appendix 2:15: Contract Management

**THE CLIENT: Insert School Name**

|  |  |
| --- | --- |
| **Name:** |  |
| **Job Title:** |  |
| **Phone Number:** |  |
| **Email:** |  |
| **Address:**  |  |

**THE SERVICE PROVIDER: Insert Supplier/Service Provider Name**

|  |  |
| --- | --- |
| **Name:** |  |
| **Job Title:** |  |
| **Phone Number:** |  |
| **Email:** |  |
| **Address:**  |  |

## (ii) Service Interruptions

If the Service Provider’s ability to provide agreed services to the Client is in any way hindered or prohibited, the Service Provider is responsible for notifying the Client in writing of any such interruptions, in advance at the latest within24 hours. In such instances, reasonable measures should be taken to mitigate impact on the Client’s operations. Foreseen service interruptions will be dealt with as part of the service performance review meeting.

## (iii) Exceptions to this SLA

Exceptions to this SLA will be agreed on a case-by-case basis. Any exceptions will be raised in writing at least 14 working days prior to the planned exception event, outlining:

* The reason for the exception
* The description and timing of the exception
* The impact of the exception and mitigation approach

## (iv) Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the Irish courts shall have exclusive jurisdiction.

## (v) Termination of this Agreement

This agreement may be terminated by the Client, without liability for compensation or damages, by serving three (3) month’s written notice to the Contractor in accordance with the provisions of the Clients Standard Terms and Conditions as stated in ***Appendix 1.17 Contract Termination.***

# Section 6: Signatures

**On behalf of the Client**

|  |  |
| --- | --- |
| Name: (Block Letters) |  |
| Position: |  |
| Signature: |  |
| Date: |  |
| Witnessed by: (Signature) |  |
| Witness Name: (Block Letters) |  |

**On behalf of the Service Provider**

|  |  |
| --- | --- |
| Name: (Block Letters) |  |
| Position: |  |
| Signature: |  |
| Date: |  |
| Witnessed by: (Signature) |  |
| Witness Name: (Block Letters) |  |

# Appendix 1: Scope of Contract

The Board of Management of **“Insert School Name”** is seeking tenders for the provision of Catering Services under the School Meals Scheme through the Department of Employment Affairs & Social Protection (DEASP) and is dependent on the level of DEASP funding approved for **“Insert relevant academic year”.**

**“Insert School Name”** intends to facilitate the availability of this service for school meals scheme each day of the school year for “**insert number of students”**. The school calendar will be furnished to the successful company at the beginning of each school year.

Funding under the Schools Meals Local Projects Scheme is based on a rate of payment per meal, per child, per day.

The successful service provider must be fully responsible for the staffing, management and operation of the food service and is fully responsible in complying with all health and safety legislation as stated below by the FSAI [Home | Food Safety Authority of Ireland (fsai.ie)](https://www.fsai.ie/)

* Service Providers must comply with the rules regarding [food allergens](https://www.fsai.ie/business-advice/running-a-food-business/allergens)
* Be responsible for always ensuring [food safety and hygiene compliance](https://www.fsai.ie/business-advice/running-a-food-business/food-safety-and-hygiene)
* Be responsible for implementing and maintaining [food safety management system based on HACCP](https://www.fsai.ie/business-advice/running-a-food-business/food-safety-management-system-%28haccp%29)
* Be responsible for ensuring hot meals arrive to designated rooms where students will eat their lunch. Delivery to all should be undertaken within a fifteen-minute timeline. The successful tenderer must ensure lunches are at the correct temperature to eat upon delivery as stated by the FSAI [Temperature Control | Food Safety Authority of Ireland (fsai.ie)](https://www.fsai.ie/business-advice/running-a-food-business/caterers/temperature-control)
* Be responsible for ensuring all food served is monitored for time and temperature control records, delivery records, cooking temperatures, cleaning charts. These records must be available for inspection by the Environmental Health Officer (EHO) and school when requested.
* Be responsible for the supply, operation and maintenance of all equipment (where current equipment does not suffice)
* Be responsible for a healthy, nutritionally balanced comprehensive menu.
* Be responsible for the clean-up of all cooking and dining areas each day, free of litter and food debris at all times and that the tables are cleaned after each sitting
* Be responsible for the sorting and disposal of food waste, rubbish, packaging (preferably washable and re-useable) and recyclable materials will be the sole responsibility of the successful service provider, with all items being removed from the school site at the successful service provider’s expense.
* All proposals should clearly detail the option(s) each service provider is proposing regarding the preparation, delivery, and distribution of hot meals. It is preferable that food items are prepared fresh from raw ingredients, rather than pre-packed, for example freshly baked scones.
* The responsibilities of those persons, and a clear timeframe for the daily on-site distribution of hot meals, as well as the collection/disposal of waste and packaging that cannot be washed and re-used etc. should be detailed comprehensively in the response under Criterion A ‘Quality of Service Provision & Variety of Items Proposed’.
* The collection of all items affiliated with the service provision, as in leaving the classroom as it was before hot meals were delivered, will include basic hygiene standards and personal hygiene standards among the foodservice staff as a minimum, including any COVID-19 health precautions which may be required. These standards must be maintained on an ongoing basis.
* The successful service provider will be accountable to the Principal and Board of Management of “Insert School Name” for the quality and safety of the food service provided, including any ongoing improvements that need to be made.

## 1.1 General Requirements

The successful tenderer must be fully responsible for the staffing, management and operation of the food service:

* Be responsible for the supply, operation and maintenance of all equipment (where current equipment does not suffice)
* Be responsible for a healthy, nutritionally balanced comprehensive menu.
* Be responsible for the clean-up of all cooking and dining areas each day, free of litter and food debris at all times and that the tables are cleaned after each sitting
* Be responsible for the sorting and disposal of food waste, rubbish, packaging (preferably washable and re-useable) and recyclable materials will be the sole responsibility of the successful tenderer, with all items being removed from the school site at the successful tenderer’s expense.
* All proposals should clearly detail the option(s) each tenderer is proposing regarding the preparation, delivery, and distribution of the hot meals. It is preferable that food items are prepared fresh from raw ingredients, rather than pre-packed, for example freshly baked scones.
* The responsibilities of those persons, and a clear timeframe for the daily on-site distribution of hot meals, as well as the collection/disposal of waste and packaging that cannot be washed and re-used etc. should be detailed comprehensively in the tender response under Criterion A ‘Quality of Service Provision & Variety of Items Proposed’.
* The collection of all items affiliated with the service provision, as in leaving the classroom as it was before (insert relevant level of funding i.e. breakfast, snack, hot meal etc.) were delivered, will include basic hygiene standards and personal hygiene standards among the foodservice staff as a minimum, including any COVID-19 health precautions which may be required. These standards must be maintained on an ongoing basis.
* The successful tenderer will be accountable to the Principal and Board of Management of “Insert School Name” for the quality of the food service provided, including any ongoing improvements that need to be made.

## 1.2 Food, Menus, Pricing and Promotion

* The successful tenderer is to provide fresh, seasonal nutritious produce (organic where possible), fruits, vegetables, grains, other foods, that may be new to students keeping in line with our Healthy Eating Policy and our School Meals Programme where applicable.
* The menu is to include a range of locally sourced items along with a greater use of sustainable food, for example, in season produce, high animal welfare standards on meat, free range eggs, marine conservation certified fish, fair trade produce, produce from certified organic source.
* In season produce shall be highlighted on menus.
* The successful tenderer must be responsible for upholding the Healthy Eating Policy of the school. “Insert School Name” recommend that Tenderers familiarise themselves with the content of the school’s Healthy Eating Policy and Nutrition Standards for School Meals which can be found <http://www.welfare.ie/en/downloads/NutritionalStandardsForSchoolMeals.pdf>. This must be used as a guide to Tenderers regarding menu plans and ideas of best options and pricing for the students for the requirement of all food being prepared and cooked onsite.
* Ensure the costs are reasonable and offer a good balanced menu with a tight control on the options available to minimise waste and balance the selection available daily.
* The successful tenderer must provide clearly visible menu boards with allergens list (no third-party flyers are permissible in the school).
* Provision of menus which are healthy, varied and use sustainable food for example, seasonal fruit and vegetables;

- 2 healthy hot meals (daily) along with details of portion sizes appropriate to the customer type,

- To have available a vegetarian option

* Salt shall not be available on tables.
* Tap water shall be visible and freely available, and such provision should be promoted. Pre-bottled water (mineral / spring) shall not be included in the menu.
* It shall be a condition of the Service Level Services Contract, concluded on foot of the successful completion of this competition, that the successful tenderer **must notify the Principal of “Insert School Name” two weeks in advance of their intention to change their menus** during the school term (or for the next academic year), and supply the Principal with the new proposed menu for approval (especially any option that is not selling well). The Principal reserves the right to refuse a menu if it does not comply with the school’s Healthy Eating Policy. This includes any proposed price changes and prior approval by the Principal of the same. Any new pricing that may need implementing must firstly be discussed with the Principal, including validation of the reasons why.
* Menus for the calendar week must be available and displayed on the Monday of the same week to encourage uptake. All menus will clearly show the calorie count associated with the individual or combined item where two or more items constitute an item. Consideration should be given for students with special dietary needs such as gluten free and vegetarian. The naming of the area will be agreed with the School /Contracting Authority and any marketing material must have the School /Contracting Authority prior approval.
* The menu is to accommodate those with food intolerances and allergies, from lactose free, to vegetarian to gluten free for example. Note: The successful tenderer is to check with the school upon award of contract the details of such to accommodate those potential customers.
* The menu should reflect the school community, their background, and their capacity to learn healthy and sustainable food behaviours through different human development stages.
* Monitor the quality of food, presentation and service.
* Provide safe food, i.e., it must not be injurious to health or unfit for human consumption. Unsafe food must be withdrawn from sale or recalled from consumers if it has already been sold.
* Identify the businesses from whom you have obtained food, ingredients or food producing animals and the businesses they have supplied with products and produce this information on demand.
* Provide evidence of engagement / being registered with the HSE.
* All food must be monitored for time and temperature control records, delivery records, cooking temperatures, cleaning charts and these records must be available for inspection by the EHO and school when requested.
* Encourage people to understand and value the food that is supplied/served, including aspects of its production and its local and cultural context.
* Be responsible for marketing and promotion of the catering service being provided to parents, staff and the student community.
* Undertake regular customer satisfaction surveys.
* Provide evidence that management systems support the linking of customer feedback and other observations to improvements in customer satisfaction.
* Be responsible for managing menu fatigue, nutritious foods with the healthy eating focus. There needs to be a variety in the menu being served, to prevent menu fatigue. This should be evident in the sample menus provided.
* Collaborate with teaching staff in relation to food education- provide / support teachers with lesson plans and project activity packs in conjunction with the school curriculum. Encourage the students and parents to understand and value the food that is supplied, including aspects of its production and its local and cultural context. A schedule of events, same materials, information packs, multilingual and initiatives is required as part of the tender response.
* The successful tenderer must communicate directly with the parents/guardians. This includes the set-up process at the beginning of the school academic year / contract and each term, communication channels between both parties in relation to the selection of hot meals, the ordering process, timelines, dealing with changes, queries or complaints. The use of technology is welcome to facilitate the synergy between the parents/guardians and the successful tenderer. Comprehensive details of how this will occur and be maintained is required in the tender response.

## 1.3 Pre-ordering & Delivery System

* Food must be delivered, if arriving prepared, in environmentally friendly refrigerated / hot holding storage/containers. The successful tenderer must ensure food items provided are at the correct temperature to eat. Earth friendly packaging, napkins and cutlery (when necessary) will need to be provided by the successful tenderer along with temporary bins/bags, perhaps both for food waste and packaging waste.
* If ovens are required on site to heat the food that has been delivered this must be carried out in the designated kitchen area only.
* Each day, (insert relevant level of funding i.e. breakfast, snack, hot meal etc.) must be labelled for each specific student and boxed in a box for that classroom. This could mean a separate box for each class for (insert relevant level of funding i.e. breakfast, snack, hot meal etc.), which allows for the meals to remain at the appropriate temperature. In essence, each student’s provisions must be individually labelled. It is envisaged that the class teacher will distribute the packages to each student in the classroom.
* It is a requirement that the successful tenderer deliver the ordered (insert relevant level of funding i.e. breakfast, snack, hot meal etc.) to designated rooms where students will eat their lunch. Delivery to all should be undertaken within a fifteen-minute timeline. The successful tenderer must ensure lunches are at the correct temperature to eat upon delivery. Earth friendly napkins and cutlery will need to be provided by the successful tenderer along with temporary bins/ bags .
* It is envisaged that one catering staff member will be required to undertake this role in a timely manner. Under no circumstances should school staff or students be involved in the delivery process.
* The eating areas must be cleaned by the successful tenderers staff before the resumption of after lunch activities. Further requirements are set out at point 4.1.16 ‘Cleaning’.
* The waste must also be collected, by the successful tenderers staff and disposed of in an appropriate manner. Further requirements are set out at point 4.1.17 ‘Environmental Waste Disposal’.

## 1.4 Schools Meals Programme

Funding is provided for the School Meals Local Projects Scheme through the Department of Employment Affairs & Social Protection (DEASP). Funding is allocated on a school-year basis and must be applied for annually. Priority for funding is currently given to schools which are part of the Department of Educationinitiative for disadvantaged schools, DEIS. However, there is no automatic entitlement to funding and all applications are considered taking into account the available budget for the scheme. Whilst this competition is being run for a specific period, it is entirely dependent on funding.

See <https://www.gov.ie/en/service/29a3ff-school-meals-scheme/> for full details. **(Insert school name)** intends to facilitate the availability of a **insert level of funding** for **(insert number of students)** and a hot meal for **(insert number of students)** each day of the school year (from contract award). This is dependent on the level of DEASP funding approved for 2023/24.

***Please note: The Schools Meals Programme is subject to funding from the Department of Social Protection – should funding be cut then this will impact the provision of this service. Tenderers are asked to note that should funding for this scheme be withdrawn then the contract will cease.***

## 1.5 Contract Management

## 1.6 Reporting

It is preferable that the successful tenderer submits a breakdown of all the numbers of students by classroom who availed of food at the end of each week including a system as to how any discrepancies that may occur are managed and communicated.

Information is required to be recorded on an individual pupil basis. Orders are made on an individual pupil basis so the information (which students accessed/didn't access hot meals) should be easily retrieved. It is preferable that information is to be provided in electronic format, and in a manner that can be accessed/interpreted easily by the school, e.g., a dashboard type system with menu options.

## 1.7 Invoicing

All charges must be quoted in Euro, Ex VAT, with VAT detailed separately. The successful tenderer will be required to submit one invoice per month per service requirement – with a detailed breakdown attached as back up to the invoice. All invoices should show the relevant VAT charged.

In (insert school name), no money will change hands between students/parents/guardians and the successful tenderer. The school would like to provide a service to the students, within the school meals framework/pricing structure. The successful tenderer will invoice the school monthly, according to the weekly agreed quantity of hot meals.

The successful tenderer will be paid within 30 days of receipt of invoice.

## 1.8 Catering for Meetings e.g., staff, social events, visitors

The Catering Provider may, **with notice**, be required to provide tea/coffee and/or light snacks for a small number of events which may arise from time to time out of the ‘normal’ hours for example staff meetings or staff/other training, sports events, functions. Prices must be agreed with the School Principal in advance of the function. Tenderers are to provide sample menus, ideas and pricing for the same. These requirements should be invoiced separately to the school.

## 1.9 Compliance with Statutory & Contracting Authority Policies, Health Safety Policy / Child Protection /Garda Vetting etc

The successful tenderer will be responsible for: providing Catering Services at **“Insert School Name”** and complying with their Health and Safety Policy and Statement. The service providers statement must be displayed in the canteen area.

The successful tenderer and all staff must agree to comply with the terms and conditions of all School policies and procedures particularly the Health & Safety Statement and Child Protection Policy.

All staff deployed to the school must undergo Garda Vetting. The successful tenderer must request and complete the Garda Vetting Invitation for all staff deployed once letter of Intent is issued. Disclosure of convictions which the Contracting Authority considers would render the candidate unsuitable to work with children/vulnerable adults will disqualify the candidate. All temporary staff and staff to fill in during emergencies must also be vetted well in advance and their details provided to the school to be retained on file. The catering company shall provide a list of staff to the school and only these staff shall be permitted onto School property to work. Any catering staff not on the approved list supplied to the Contracting Authority schools will be immediately asked to leave the premises.

## 1.10 Account Manager

The Contracting Authority requires tenderers to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the account manager will include the following:

* Overall responsibility for a good working relationship with the Contracting Authority;
* Provide the Principal with monthly reports summary reports of activity regarding volumes sold types/categories of meals served, student and staff uptake of the service.
* Schedule periodic meetings to review the relationship and examine performance;
* Deal with disputes, complaints or concerns that cannot be adequately resolved;
* Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement.
* Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general.

**NOTE:** Tenderers will note that account management activities will be non-billable (i.e., the Contracting Authority will not pay separately for account management activities). The Contracting Authority will nominate authorised staff to liaise with the successful tenderer and delegate as required.

## 1.11 Management Information Reporting

The successful tenderer must provide the following Management Information Reports and any other supplementary information as may be deemed necessary:

* Numbers and breakdown of all students who avail of food. This report will be required monthly, based on data from each week in that month.
* Costs
* Results of quality feedback reviews, undertaken by both the school and the successful tenderer on a regular basis.

The format of such reporting will be agreed between the school and the successful tenderer. The time and frequency of the issuing of reports will be agreed at local level and this will be incorporated into the Service Level Agreement. The reports will be submitted to the School Completion Officer within ten (10) working days of the end of the agreed period(s) and will show the required detail for the period(s), together with cumulative, year-to-date statistics. The school reserves the right to amend the scope and detail of management information required during the term of the Services Contract.

## 1.12 Price Protection

The Successful tenderer is solely responsible for procuring (at its own cost) all food and beverage supplies necessary to provide the Services. The Charges are fixed for the term of the Services Contract, unless otherwise agreed in writing by the Parties.

## 1.13 Cleaning

The successful tenderer will be responsible for the cleaning to the relevant standards of all kitchenettes, servery, food preparation, including counter surfaces, equipment, furniture, fittings, utensils, floors and windows required to maintain the standards of hygiene required by law.

Note: Inspections may be carried out by THE CONTRACTING AUTHORITY, its agents or independent auditors on their behalf at any time to ensure that the highest standards of hygiene and cleanliness are maintained at all times and that proper methods are applied in food supply, preparation, cooking and the provision of the Services.

## 1.14 Environmental Waste Disposal

The successful tenderer will be responsible for operating policies which progressively address environmental considerations. The successful tenderer will be responsible for the disposal of all kitchen waste in accordance with SI 508 of 2009 Waste Management Regulations (Food Waste) 2009 and all applicable legislation including relevant EU Directives and the successful tenderer will provide their own bins and incurred costs associated with waste management. Further information can be found on Environmental Protection Agency’s website [www.epa.ie](http://www.epa.ie).

The school is moving away from single use plastics. The successful tenderer should provide compostable / sustainable, recyclable alternatives and be fully supportive of incentivising customers to reduce the demand for plastic (keep cups, etc.)

Packaging to be from recycled or renewable sources which can be reused/recycled or composted after use.

Be responsible for the safe removal of all waste and recyclable material in a sustainable way from the campus on a routine basis. The successful tenderer should ensure that all waste streams are segregated. A food waste minimisation plan describing what actions will be undertaken shall be put in place by the service provider. They shall review and revise the actions they are taking with suitable regularity to continue to reduce food waste wherever possible and feedback to the school representative on progress and results with suitable regularity. The successful tenderer must look after their own appropriate waste management and associated fees.

## 1.15 Review of Supplier Performance

Supplier performance will be continually monitored over the term of the contract agreement. The format will be agreed between the Principal, secretary of BOM and the service provider.

All monitoring of performance and methods for measurement will be agreed at contract stage with the successful tenderer.

The school will assess the performance and quality of services delivered under the following Key Performance Indicators:

* Menu, as per Healthy Eating Initiatives
* Quality and Freshness of Food
* Choice of Food - No less than the minimum range/choice of items
* Presentation of Food
* Portion sizes
* Quality of Service
* Conduct of Staff
* Cleanliness
* Speed of service not compromised by insufficient numbers of staff, supplies or replenishment of service ware, for example.

The successful tenderer will meet with the Principal and/or another member of staff at a prearranged time at the end of each Year to discuss performance. The successful tenderer must organise customer satisfaction surveys regarding quality and consistency of the menu(s). These results must be shared with the Principal in advance of the annual performance review. These details will be discussed with the successful tenderer in advance of the contract being signed.

Supplier performance will be continually monitored over the term of the contract agreement. The format will be agreed between the nominated staff of the school and the service provider.

All monitoring of performance and methods for measurement will be agreed at contract stage with the successful tenderer.

## 1.16 Duration of the Contract

The contract duration is for three (3) years, subject to annual review. The contract will commence from date of acceptance letter and will be dependent on funding from the Department of Social Protection (DSP).

## 1.17 Contract Termination

The contract may be terminated by the Contracting Authority at any time following the submission of three calendar months’ written notice to the successful tenderer. The contract may be terminated by the successful tenderer at any time following the submission of three calendar months’ written notice to the Contracting Authority.

The Contracting Authority may terminate this contract if the persons managing and/or assisting in the Canteen, lack a valid Food Handling/Food Hygiene Certificate, fail the Health and Safety standards or if they are found guilty of theft or any sabotage, aimed at harming the School, its interests, and its assets. In addition, the Contract may be terminated if:

1. There are repetitive complaints by staff, Student Council or other customers of the service, regarding freshness, standard, or quality of food, or/and hygiene standards at the kitchen or at the Canteen;
2. Repetitive erratic operating times
3. Late Payment of utility money without any prior notification to the School.

**Note:** The Contracting Authority reserves the right to terminate the contract with immediate effect without warning if they have reasonable justification that the service provider or the service provider’s employees are acting/behaving in, or providing a service that is, to the detriment, or not in the best interests of the students, staff and guests of the School.

# Appendix 2: Terms and Conditions

## 2.1. Price of Goods or Services

A. In consideration of the performance by the Contractor of its obligations under this Agreement, the Price of the Goods/Services shall be as stated in the Response and, unless otherwise so stated, shall:

(i) be exclusive of any applicable value added tax; and

(ii) be the entire price payable by the Client to the Contractor.

B. No increase in the Price may be made without the prior consent of the Client in writing.

## 2.2. Specification

The description of the Goods/Services shall, subject to the provisions of this Agreement, be as specified in the CFT and/or as agreed in writing by the Client and the Contractor.

## 2.3. Contractor’s Obligations

A. The Contractor undertakes to:

(i) supply the Goods/Services in accordance with the CFT , in accordance with the Client’s directions and the terms of this Agreement;

(ii) act with due care, skill and diligence in the supply of Goods/Services and generally in the carrying out of its obligations under this Agreement;

(iii) comply with all local security, health and safety arrangements and policies as notified to it by the Client;

(iv) ensure that all goods, materials, standards and techniques used in providing the Goods/Services are of the best quality and are free from defects in workmanship, installation and design;

(v) supply the Goods/Services in accordance with good industry practice and comply with all applicable laws including but not limited to all obligations in the field of environmental, social and labour law that apply at the place where the Goods/Services are being delivered to/ performed, that have been established by EU law, national law, collective agreements and by international, environmental, social and labour law listed in Schedule 7 of the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016).

## 2.4. Delivery

A. The Goods shall be delivered, and the Services shall be performed at the time(s), to the location(s) and on the date(s) specified in the CFT or otherwise agreed in writing between the parties.

B. The time of delivery is of essence to the Agreement.

C. Unless expressly agreed to the contrary, the Client shall not be obliged to accept delivery by instalments. If, however, the Client does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to other rights or remedies of the Client, entitle the Client to terminate the whole of any unfulfilled part of the Agreement without further liability to the Client.

D. The Client shall be under no obligation to accept or pay for any Goods delivered more than of the quantity ordered. The risk in any over-delivered Goods shall remain with the Contractor.

E. The Client shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the CFT .

## 2.5. Inspection of Goods

A. The Client or its authorised representative may inspect (to include a call for advance samples) or test the Goods either completed or in the process of manufacture, during normal business hours on reasonable notice at the Contractor’s premises (including the premises of any subcontractor or agent) and the Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. A failure to make a complaint at the time of any such inspection or test and / or the approval given during or after such inspection or test shall not constitute a waiver by the Client of any rights or remedies in respect of the Goods and the Client reserves the right to reject the Goods in accordance with clause 5C.

B. The Client shall not be deemed to have accepted any Goods until after the Client has inspected the Goods at its own premises and ascertained that they are in accordance with the Agreement, notwithstanding any prior acknowledgement of receipt or prior payment.

C. The Client may by written notice to the Contractor reject any of the Goods which fail to conform to the approved sample, fail to meet the requirements of the CFT or are not in accordance with this Agreement. Such notice shall be given within a reasonable time after delivery to the Client of such Goods.

## 2.6. Risk and Title

A. Title shall pass to the Client on payment for the Goods.

B. Risk of damage to or loss of the Goods shall pass to the Client upon delivery to the Client in accordance with the Agreement.

## 2.7. Supply of Services

A**.** Where Services are to be provided, the Contractor agrees to provide the services promptly, in accordance with the instructions of the Client from time to time and in accordance with all applicable laws.

B. The Contractor shall procure that all of the Contractor’s Personnel engaged by it in providing the Services possess such skills, knowledge, experience and qualifications as are necessary to fulfil the Services.

C. The Contractor agrees that the Contractor’s Personnel engaged by it in providing the Services shall remain in the employ of the Contractor and nothing herein shall constitute or establish a relationship of agency or employment between any of the Contractor’s Personnel and the Client. However, all the Contractor’s Personnel shall, when working at the Client’s premises, conform to the general working terms and conditions of the Client.

D. The Contractor shall use its best endeavours to ensure the continuity of the Contractor’s Personnel throughout the provision of the Services.

E. The Client shall have the benefit of all representations, warranties and undertakings implied by law in relation to the Services.

F. The Client may request the Contractor to remove from performance under the Contract any of the Contractor’s Personnel, such right not to be unreasonably exercised.

## 2.8. Personnel

A.The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel, assigned by it to provide the Services shall be available for the term of this Agreement. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Agreement become unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise (“Replacement Personnel”). The Contractor shall provide to the Client such details as the Client may reasonably require in writing regarding any Replacement Personnel. The Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

B. The Contractor shall comply with all applicable laws and labour standards in respect of the Contractor’s Personnel and deal with any disciplinary, grievance or other employment issues referred to it by any member of the Contractor’s Personnel or the Client, in accordance with proper policies and procedures at the Contractor’s premises.

C. The Contractor acknowledges and agrees that it is not intended that there should be transferred to the Client the obligations of any person as employer arising under any contract of employment, in consequence of, or in connection with, the entry by the parties into, or the performance by them of their obligations under, the Agreement, or the termination of the Agreement, or the transfer to the Client of any function to be performed by the Contractor under the Agreement. If, notwithstanding that intention, any such obligations are transferred to the Client by operation of law (whether pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations, 2003 or otherwise), then the Contractor shall indemnify the Client on demand against all Losses which may be suffered or incurred by the Client arising out of or in connection with any such transfer, or any contract of employment so transferred to the Client, or the termination of any such contract of employment by the Client subsequent to any such transfer (which the Client shall be free in its absolute discretion to terminate without prejudice to its rights under this Clause).

## 2.9. Garda Vetting

If directed by the Client, it shall be a condition of the Agreement that the Contractor shall for the term of the Agreement procure that all of the Contractor’s Personnel (“Relevant Persons”) where any such persons may have unsupervised access to children and/or vulnerable adults in the course of the provision of the Goods/Services are subject to and shall have successfully completed a background check via the Garda Central Vetting Unit (GCVU) and the Garda Vetting process as required by The National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016. The Contractor shall be required to provide all such information and documentation as the Client may require in this connection and shall comply (and procure compliance by the Relevant Persons) with the Client’s Garda Vetting/Police Clearance policies and procedures from time to time.

## 2.10. Payment

A. Subject to the provisions of this clause 10 the Client shall pay and discharge the Price (plus any applicable VAT), in the manner specified between the parties.

B. Discharge of the Price is subject to invoices being submitted to the Client’s Contact (as set out in this Agreement or such other alternative contact as may be agreed between the parties).

C. All and any queries relating to the invoice and/or the Goods/Services for any billing period (including whether Goods/Services have been accepted, rejected, satisfactorily repaired or replaced as the case may be) will be raised by the Client’s Contact within 14 calendar days of receipt of the invoice. In circumstances where no queries are raised within the said 14-day period the invoice will be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Client or upon such deemed acceptance the invoice will be payable by the Client. Payment is subject to any rights reserved by the Client under any other provision of this Agreement. Incorrect invoices will be returned for correction to the Contractor with consequential effects on the due date of payment.

D. The Late Payment in Commercial Transactions Regulations, 2012 will apply to all payments.

E. The Client shall be entitled to set-off any matured obligation owed by the Contractor to the Client under the Agreement against any obligation (whether matured or unmatured) owed by the Client to the Contractor.

## 2.11. Warranties, Representations and Undertakings

The Contractor acknowledges, warrants, represents and undertakes that it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Agreement and to supply the Goods/Services hereunder.

## 2.12. Remedies

A. The Contractor shall be liable for and shall indemnify, on demand, the Client for and in respect of all and any losses, claims, demands, damages or expenses which the Client may suffer due to and arising as a result of any negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud of the Contractor or Contractor’s Personnel. The terms of this clause 12A shall survive termination of this Agreement for any reason.

B. Should the Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Goods/Services of approved quality, the Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Client.

## 2.13. Confidentiality

A. Each of the Parties to this Agreement agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this Agreement (“Confidential Information”) and shall not disclose same to any third party.

B. The Contractor confirms that it is aware that the Client is subject to the Freedom of Information Acts 1997 and 2003. The Contractor shall, when providing information, identify if such information is confidential and specify reasons for its sensitivity. The Client will consult with the Contractor about such information before making a decision on any Freedom of Information request received.

D. The terms of this clause 13 shall survive expiry, completion or termination for whatever reason of this Agreement.

## 2.14. Termination

A. This Agreement may be terminated by the Client, without liability for compensation or damages, by serving one month’s written notice to the Contractor.

B. Either party shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages on the happening of any of the following:

(i) if the other party commits any serious breach or a series of breaches of any provision of this Agreement and fails to remedy such breach(es) (if the breach(es) are capable of remedy) within 30 days after receipt of a request in writing from the other party;

(ii) if the other party becomes insolvent, becomes bankrupt, enters into examinership, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action because of debt, or an event having an equivalent effect;

(iii) in circumstances where the Client becomes aware of any conflict of interest on the part of the Contractor which cannot, in the opinion of the Client, be removed by other means; and

(iv) in circumstances where the Client becomes aware of any registrable interest on the part of the Contractor.

## 2.15. Contract Management

A. The Client’s Contact and the Contractor’s Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Client from time to time. If requested in writing by the Client, the Contractor shall meet formally with the Client to report on progress. Communications will primarily take place between nominated points of contact from both parties. In case of disruption to service or other need to escalate, the matter will be referred to the nominated member of management designated by the Service Provider at the latest within24 hours of occurrence as stated and shall comply with all written directions of the Client.

B. The Contractor agrees to:

(i) liaise with and keep the Client’s Contact fully informed of any matter which might affect the observance and performance of the Contractor’s obligations under this Agreement;

(ii) maintain such records and comply with such reporting arrangements and protocols as required by the Client from time to time;

(iii) comply with all reasonable directions of the Client; and

(iv) comply with any service levels and performance indicators specified by the Client.

C. The Contractor shall be required to hold for the term of the Agreement insurances of the nature and amount as set out in the CFT , or as notified to the Contractor by the Client, and shall immediately advise the Client of any material change to its insured status.

D. The Contractor shall produce proof of current insurance premiums paid upon request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Client regarding compliance with this clause 15C.

## 2.16. Disputes

A. In the event of any dispute arising out of or relating to this Agreement (the “Dispute”), the Parties shall first seek settlement of the Dispute as set out below.

B. The Dispute shall be referred as soon as practicable to the Contractor’s Contact within the Contractor and to Client’s Contact within the Client.

C. If the Dispute has not been resolved within 3 - 5 workdays (depending on complexity) (or such longer period as may be agreed in writing by the parties) of being referred to the nominated representatives, then either party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the parties.

D. If the parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either party may within twenty-one (21) days from the date of the proposal to appoint a mediator or within twenty-one (21) days of notice to either party that the mediator is unable to act, apply to Centre for Effective Dispute Resolution Ireland to appoint a mediator.

E. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The parties shall make written submissions to the mediator within ten (10) business days of his/her appointment.

F. The parties shall share equally the cost of the mediator. The costs of all experts and any other third parties who, at the request of any party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that party.

G. For the avoidance of doubt, the obligations of the parties under this Agreement shall not cease or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall always comply fully with the requirements of the Agreement.

## 2.17. Non-exclusivity

 Nothing in this Agreement shall preclude the Client from purchasing Goods/Services from a third party at any time during the term of the Agreement.

## 2.18. Conflicts, Registrable Interests and Corrupt Gifts

A. The Contractor confirms it has carried out a “conflict of interest” check which satisfies no compromise of any individual’s impartiality, or be reasonably be perceived as doing so, in the award of a contract. Any such “conflict of interest” shall be notified immediately to the Client.

B. In accordance with Section 38 of the Ethics in Public Office Act 1995 and 2001 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

## 2.19. Equipment

A. The Contractor shall provide all equipment and materials necessary for the provision of the Services.

B. All equipment brought onto the Client’s premises shall be at the Contractor’s own risk and the Client shall have no liability for any loss of, caused by or damage to any equipment.

C. The Contractor shall, at the Client’s written request, at its own expense and as soon as is reasonably practicable:

(i) remove any equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with this Agreement; and

(ii) replace such item with a suitable item of equipment.

D. The Contractor shall maintain and store all items of the Contractor’s equipment within the Client’s premises in a safe, serviceable and clean condition.

E. On completion of the Services the Contractor shall remove the equipment used by the Contractor to provide the Services and shall leave the Client’s premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Client’s premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Contractor Personnel.

## 2.20. Data Protection and Security

A. Each party shall comply with all applicable requirements of the Data Protection Laws that arise in connection with this Agreement.

## 2.21. General Provisions

A. This Agreement together with the CFT , any clarifications issued, and any documents identified by the Client as forming part of the Agreement comprise the Agreement and contain the entire agreement between the Contractor and the Client relating to the Goods/Services and supersedes any prior agreements, understandings, representations, warranties, undertakings or proposals, oral or written.

B. The parties recognize that printed purchase orders, invoices and other commonly used form documents relating to the performance of any obligations hereunder may contain terms which conflict with one or more terms of this Agreement. In case of any such conflict, the relevant terms of this Agreement shall prevail.

C. Nothing in the Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the parties.

D. The Contractor is deemed to be the prime contractor under this Agreement and the Contractor assumes full responsibility for the discharge of all obligations under this Agreement. The Contractor as prime contractor hereby assumes liability for Contractor Personnel and shall ensure that Contractor Personnel shall comply in all respects with the relevant terms of this Agreement, to the extent that it or they are retained by the Contractor.

E. If the whole or any part of a provision of the Agreement is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of the remainder of the provision in question or any other provision of the Agreement.

F. The Contractor may not, without the prior written consent of the Client assign, transfer or create or permit to exist any right, title or interest in, to or under, any of its rights under the Agreement.

G. The Agreement (and any non-contractual obligations arising under or in connection with the Agreement) shall be governed by, and construed in accordance with, the laws of Ireland and the Irish courts shall have exclusive jurisdiction.

H. Notices and other communications under or in connection with this Agreement may be given in writing by hand, by ordinary pre-paid post, by facsimile or by e-mail, save that service of any notice of any claim, dispute, termination, breach or legal proceedings in connection with the Agreement shall not be made by e-mail.

## 2.22. Force Majeure

A. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days or more the party not affected may terminate this agreement by giving 10 days' written notice to the affected party.

## 2.23. Additional Condition(s)

 Not Applicable

## 2.24. Interpretation

In these terms and conditions:

**Agreement** means these terms and conditions together with the Call for Tenders , any clarifications issued and any documents identified by the Client as forming part of the Agreement;

**Client** means the entity (school) that issued the Call for Tenders ;

**Client’s Contact** is that person identified as such in the Call for Tenders or as identified by the Client from time to time;

**Contractor** means the entity that responded to the Call for Tenders and identified by the Client as the preferred supplier or service provider;

**Contractor’s Contact** is that person identified as such in the Call for Tenders or as identified by the Contractor from time to time;

**Contractor’s Personnel** means any of the Contractor’s employees, servants, agents or sub-contractors;

**Data Protection Law** means all legislation and regulations relating to the protection of personal data including (without limitation) the Data Protection Acts 1988 and 2003 (as amended, revised, modified or replaced from time to time), the General Data Protection Regulation (Regulation (EU) 2016/679) and all other statutory instruments, industry guidelines (whether statutory or non-statutory) or codes of practice or guidance issued by the Data Protection Commissioner relating to the processing of personal data or privacy or any amendments and re-enactments thereof;

**Goods** means the items specified in the CFT ;

**Key Personnel** means those personnel identified by the Contractor as central to the provision of the services;

**Loss** includes any demand, claim, proceeding, suit, judgement, loss, liability, cost, expense (including legal expenses), fee, penalty or fine;

**Price** means the price quoted in the Response;

**Response** means the response submitted by the Contractor in reply to the Call for Tenders ;

**Call for Tenders or CFT means** the Call for Tenders (Goods & Services less than €50,000 in value) issued by the Client;

**Services** means the services specified in the CFT .

**End of Document.**