

**[Supplier name  
Supplier address]**

Attn: **[insert Supplier contact name]**

By email to: **[insert Supplier contact email address]**

Date: **[Insert date]**

Your ref: **[Insert Supplier's  
reference, if any]**

Our ref: **[Insert Council's  
reference]**

Dear Sirs,

**CONTRACT FOR THE PROVISION OF [SHORT DESCRIPTION OF SERVICES]  
(REFERENCE: [ ])**

This letter and its Appendix (in **[two/three]** Parts) (the “**Contract Award Letter**”) sets out the terms of the contract to follow hereon between Aberdeenshire Council, a local authority incorporated under the Local Government etc. (Scotland) Act 1994 and having its principal offices at Woodhill House, Westburn Road, Aberdeen, AB16 5GB (the “**Council**”) and **[name and address (and if a company – company number) of Supplier]** (the “**Supplier**”) for the provision of the Services.

Unless the context otherwise requires, capitalised expressions used in this Contract Award Letter have the same meanings as in the Aberdeenshire Council standard terms and conditions relating to the procurement of services **[ add location of the terms and conditions, for example, “appended to this Award Letter” or “set out in Part 2 of the Appendix to the Council’s Application for Registration of Approved External Providers of Adventurous Activities which the Supplier previously completed and returned to the Council, which also are available on the Council’s web-page [ ] ]** (the “**Conditions**”).

For the purposes of the Contract, the Council and the Supplier agree as follows:

- 1) The Conditions shall be deemed to form and to be read and construed as part of the Contract. In the event of any conflict between this Contract Award Letter and the Conditions, this Contract Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Contract Award Letter on its signature and return to the Council as they will not be accepted by the Council.
- 2) The Specification of the Services is set out in Part 1 of the Appendix to this Contract Award Letter.
- 3) The Charges for the Services and the payment profile are set out in Part 2 of the Appendix to this Contract Award Letter.

- 4) The Contract commences on the date of this Contract Award Letter and, unless terminated earlier in accordance with the terms and conditions of the Contract or by law, ends on [redacted].
- 5) In accordance with clause 11 and clause 37 of the Conditions, the Parties' Account Representatives and details for the delivery of notices are:

**For the Council:**

[redacted]

[insert address]

Attention: [insert title]

Email: [insert email address]

**For the Supplier:**

[redacted]

[insert address]

Attention: [insert title]

Email: [insert email address]

- 6) [The Council has concluded that the conditions in section 61M(1) of the Income Tax (Earnings and Pensions) Act 2003 [have/ have not] been met.]

*[Drafting note: Delete this paragraph 6 if it has been determined that it is not necessary to conduct an assessment on whether the off payroll working rules apply to the charges payable under the Contract. See the Council's Procurement Manual for further guidance.]*

- 7) *[Drafting note: Part 3 of the Appendix should be completed where the Supplier is processing personal data on behalf of the Council as data controller pursuant to its obligations under the Contract.]*

For the purposes of Part 4 (Data Protection) of the Schedule to the Conditions, the Personal Data Processing Detail and Instructions are as set out in Part 3 of the Appendix to this Contract Award Letter.

- 8) *[Drafting note: Warranty re; criminal checks – delete if this contract does not require individuals working on the contract to have disclosure checks]* With reference to paragraph 2.14 of Part 3 (Criminal Checks) of the Schedule to the Conditions, the Supplier warrants to the Council on delivery to the Council of a copy of the Contract Award Letter countersigned by the Supplier that on the commencement of provision of the Services pursuant to the Contract the Supplier shall have complied with paragraphs 2.3 to 2.9 inclusive of Part 3 (Criminal Checks) of the Schedule to the Conditions.

[DRAFTING NOTE: ENSURE THAT FINAL PARAGRAPH IS ON SAME PAGE AS SIGNING BLOCKS AND ENSURE THAT THE SIGNING BLOCKS DO NOT CONTINUE ONTO A NEW PAGE]

This Contract Award Letter constitutes an offer by the Council to purchase the Services from the Supplier subject to and in accordance with the terms and conditions therein. The offer comprised in the Contract Award Letter shall be deemed to be accepted by the Supplier on delivery to the Council of a copy of the Contract Award Letter countersigned by the Supplier or in the absence of receipt, the Supplier's commencement of or continuation of performance of the Services will constitute acceptance.

**The Supplier should be aware that by accepting this offer, either by signing and returning this Contract Award Letter to the Council, or commencing or continuing to perform the Services, it will have entered into a legally binding contract with the Council to supply the Services.**

Yours faithfully,

\_\_\_\_\_  
[Name]  
[Position]

A duly authorised signatory and Proper Officer of the Council

On: \_\_\_\_\_ day of \_\_\_\_\_ 202[ ]

On behalf of [name of Supplier], I confirm receipt of the foregoing Contract Award Letter (including the Appendix to it) from Aberdeenshire Council dated [ date ] and confirm the agreement of [name of Supplier] to provide to Aberdeenshire Council the Services as specified in, and in accordance with, the terms of the aforesaid Contract Award Letter.

Signed (*Authorised signatory*):

.....

Name (BLOCK CAPS): .....

Position within organisation: .....

Date.....

This is the appendix referred to in the Contract Award Letter from Aberdeenshire Council to [Supplier] in respect of the Contract for the provision of [Short Description of Services] Dated [ ] (Reference: [ ])

## **APPENDIX**

### **PART 1: SPECIFICATION OF THE SERVICES**

## **PART 2: CHARGES AND PAYMENT PROFILE**

### **PART 3: PERSONAL DATA PROCESSING DETAIL AND INSTRUCTIONS**

For the purposes of Part 4 (Data Protection) of the Schedule to the Conditions, the Personal Data Processing Detail and Instructions are as follows:

(a) Scope, nature and purpose of processing:

(Explain in detail the purpose of the processing, i.e. what exactly you intend to use the information for including your intended outcomes and who else the information may be shared with)

(b) Duration:

(Please add detail of how long the processing will take place and specify the reason e.g. the duration of the contract)

(c) Types of Personal Data:

(List the types of personal data that will be processed:

- Personal data includes any information that relates to a living individual who can be identified from that data e.g. name and address
- Special category data specifically includes race, ethnic origin, politics, religion, trade union membership, genetics, biometrics for ID purposes, health, sex life or sexual orientation)

(4) Categories of Data Subject:

(Add the categories of individuals whose data will be processed e.g. residents, customers, employees etc.)

(5) Processing instructions, including plan for destruction of the Personal Data once the Processing is complete:

(Provide detailed instructions for processing data including any security measures that are required to be taken in regard to the transfer, storage and deletion of data. You may refer here to detail included within the specification documents)