

6.5 Without limiting the general obligation set out in clause 6.1, the Supplier shall (and shall procure that the Supplier Personnel shall):

6.5.1 perform its obligations under this agreement (including those in relation to the Services) in accordance with:

- (a) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise); and
- (b) the Supplier's equality and diversity policy.

6.5.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.

1.9.8 The Supplier is required to ensure that bins are returned to the presentation point and not left where they will cause obstruction. Bins in communal areas are to be returned to bin areas and allow easy access for customers and doors shut on any bin sheds or compounds.

Personal cannot be individually identified from the information so provided.

14.5 The Supplier shall comply with the NUC Pay Awards applied throughout the Term of this agreement. If the NUC Pay Awards provide for Supplier Personnel salary increases which exceed those predicted or provide for in the agreed Budget for the relevant year, the Supplier shall be entitled to recover any additional costs it incurs in implementing the NUC Pay Awards from the Authority.

15 TUPE

15.1 The parties agree to the terms set out at Schedule 6 (TUPE).

Contract management

16 Review and monitoring

16.1 Each party shall nominate an Authorised Representative who will have authority to act on its behalf and contractually bind it in respect of all matters relating to the performance of this agreement. The first Authorised Representatives are listed in Schedule 4. The Authorised Representatives will co-ordinate and manage the provision of the Services and work with each other to address any problems that arise in connection with the Services (including by signing Change Control Notes) and work with each other to ensure the effective delivery of the Services identified in Schedule 1.

16.2 Each party shall use all reasonable endeavours to ensure that the same person acts as its Authorised Representative throughout the Term, but may, following reasonable notice to the other party, replace that person from time to time where reasonably necessary in the interests of its business.

16.3 The Authorised Representatives shall meet at not less than monthly intervals to monitor and review the performance of this agreement, including the achievement of the Target KPIs. Such meetings shall be recorded in a min, issues, actions and decisions (RAID) log. By the Authority's Authorised Representative and copies of the RAID log shall be circulated to and approved by both parties.

16.4 In advance of each meeting to be held in accordance with clause 16.3, the Authority shall notify the Supplier of any concerns it has regarding the performance of the agreement for discussion at the meeting.

16.5 At the meeting, the parties shall agree a plan to address any problems identified in the performance of the agreement. In the event of any problem being unresolved, or a failure to agree on the plan, the procedures set out in clause 26 shall apply. Progress in implementing the plan shall be included in the agenda for the next monthly meeting.

16.6 A review meeting to assess the Supplier's performance of its obligations under this agreement shall be held at Quarterly intervals throughout the Term. Each meeting shall be attended by senior representatives of each party (including a Director and/or Deputy authorised by the respective Director of the Supplier and the Authority), together with the Authorised Representatives.

16.7 The Authority may increase the extent to which it monitors the performance of the Services if the Supplier fails to meet the Target KPIs or fails to fulfil its other obligations under this agreement. The Authority shall give the Supplier prior notification of its intention to increase the level of its

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