GOVERNING BODY AGREEMENT

for

GAS SUPPLY SERVICES

THIS AGREEMENT is made on the day of 2020

BETWEEN

(1) City of Bradford Metropolitan District Council, City Hall, Centenary Square, Bradford, BD1 1HY (the “Council”); and

(2) THE GOVERNING BODY of (the “Governing Body”);

each one a Party and together the Parties.

IT IS AGREED as follows:

1. “School” means the school known as .

2. In accordance with the attached terms and condition of contract set out in Appendix 1 to this Agreement (the “Contract Terms”) the Council will procure the provision of the Gas Supply Services (as defined in the Contract Terms) to the School from Corona Energy Retail 4 Ltd (“the Contractor”).

3. The Gas Supply Services Contract (the “Contract”) has been procured via the Yorkshire Purchasing Organisation’s Framework Agreement as set out in the YPO Gas Framework Booklet at Appendix 2 to this Agreement.

4. The Governing Body consents to the Council entering into the Contract Terms insofar as they relate to the School.

5. The Contract shall come into force on 1st April 2021 and shall continue in force until 31st March 2025 unless subject to earlier termination under the Contract (in accordance with the Contract Terms). The Parties recognise that the contract term of 4 years allows for accurate forecasting and effective flexible purchasing.

6. The Scheme for Financing Schools requires Governing Bodies to seek governor approval for any contract which lasts longer than 12 months.

7. “School’s Service Charge” means the monthly charge payable in accordance with the provisions of the Contract Terms.

8. In accordance with the Contract Terms the Governing Body will pay the School’s Service Charge. It is the responsibility of the Governing Body to check and verify invoices received directly from the Contractor and to make timely payments to the Contractor directly.

9. “Council’s Representative” means:

Energy Project manager

3rd Floor Britannia House

Hall Ings

Bradford

BD1 1HX

Tel No: 01274 434003

10. “Governing Body Representative” means:

Head Teacher

11. The relevant Contract Terms insofar as they relate to the School apply to this Agreement.

12. The Governing Body hereby grants the Council and the Contractor a licence to enter the School Site from time to time for the purpose of carrying out the obligations under clause 10 (Meter Access) of the Contract Terms, namely meter reading and maintenance.

13. The Governing Body may terminate this Agreement by providing the Council with no less than six months’ notice in writing, such written notice to expire on 31 March each year. In the event of early termination, it will be the responsibility of the Governing Body to procure a replacement Gas Supply Services provider and to manage the transfer of their School site to the new provider.

14. The Governing Body agrees to indemnify the Council for any outstanding unpaid service charges for Gas Supply Services howsoever arising. Any additional cost that may arise because of late payment by the School (e.g. interest / late payment charge) will be recovered from / paid for by the Governing Body.

15. The Council may on giving no less than three months’ notice change the Contractor where the current Contractor is no longer able to provide the Gas Supply Services, and the Parties shall meet to discuss any issues arising and any change in costs arising from such amendment but provided that the Council shall always procure the Gas Supply Services through the YPO this Agreement shall continue in force with the new Contractor replacing the previous Contractor .

IN WITNESS whereof the parties have executed this Agreement.

Signed on behalf of the

Governing Body of the School by:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Post/Role\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnessed by :

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Post/Role\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of

City of Bradford Metropolitan District Council:

Name: Neill Morrison\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Post/Role: Energy Team Manager\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnessed by :

Name: Becky Charlesworth\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Post/Role: Utilities Management Officer\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_