SCHEDULE 7 – CHANGE CONTROL

2. PRINCIPLES

2.1 Either Party may at any time request a change to the Services in accordance with the procedure set out in paragraph 2 (*Procedure*) below.

2.2 The obligations of the Parties shall not be effected until a change control note in the form attached to this Schedule 7 (*Change Control*) (a "**Change Control Note**") has been signed by the authorised signatory of both Parties.

2.3 The Council shall not be responsible for the cost of any work undertaken or goods or materials ordered by the Provider or its sub-contractors which has not been authorised in advance by a Change Control Note.

3. PROCEDURE

3.1 The Council and the Provider shall discuss changes proposed by either Party to the Agreement and/or any Call-Off Contract and such discussion shall result in:

(a) a decision not to proceed further; or

(b) a written request for a change by the Council; or

(c) a recommendation for a change by the Provider.

3.2 Where a written request for a change is received from the Council, the Provider shall submit two signed copies of a Change Control Note to the Council within seven (7) Days of such request.

3.3 A recommendation to amend the Agreement and/or any Call-Off Contract by the Provider shall be submitted direct to the Council in the form of two copies of a Change Control Note signed by the Provider.

3.4 Each Change Control Note shall contain details of the change including, where applicable:

(a) the title of the change;

(b) the originator and the date of the request or recommendation for the change;

(c) the reason for the change;

(d) full details of the change including any specifications;

(e) the price, if any, of the change;

(f) a timetable for implementation together with any proposals for acceptance of the change;

(g) a schedule of payments, if applicable;

(h) the impact, if any, of the change on other aspects of the Agreement and/or any Call-Off Contract;

(i) the date of expiry of validity of the Change Control Note; and

(j) provision for signature by the Council if the change is agreed.

3.5 For each Change Control Note submitted to the Council, the Council shall, within the period of the validity of the Change Control Note, evaluate the Change Control Note and, as appropriate:

(a) request further information from the Provider in which case the Provider shall provide such information as soon as reasonably practicable and in any event within seven (7) Days. The request for information and the information once provided shall be deemed to be part of the Change Control Note, and the Council may approve or reject the Change Control Note upon receipt of the new information; or

(b) notify the Provider of the rejection of the Change Control Note.

3.6 A Change Control Note signed by both Parties shall constitute a variation to the Agreement and/or any Call-Off Contract in accordance with the terms of Clause 11 (*Variations and Change Control*) of the Agreement and/or any Call-Off Contract.

4. AUTHORISED SIGNATORIES

4.1 Where the change incurs no additional charges for the Council the Authorised Representatives for both Parties will act as authorised signatories.

4.2 The authorised signatory for the Council will be the Council's Authorised Representative and the person(s) with appropriate delegated authority to authorise the services dependant on the value of the additional charges (refer to the Council's Scheme of Delegation for Financial Management).

4.3 The authorised signatory for the Provider shall be deemed to be the Provider's Authorised Representative in the absence of any written notification to the contrary from the Provider to the Council.

CHANGE CONTROL NOTE

	Ref No:
	Date:
Title of Change:	
Details of Change:	
Reasons for Change:	
Impact of Change:	
Timetable:	
Price:	
Provider:	Signed:
Council Response: Accept/Reject	Signed:
Note: The format of the Change Control Note may vary from time to time in circumstances where additional information is deemed necessary by the Council or the Provider in order to accurately reflect the nature of the change.	