***Waiver***

[*To be printed on Contracting Authority Letterhead*]

**Strictly Private and Confidential**
For the attention of [•]
College Green,
Bristol
BS1 5TR

[*Insert date*]

Dear Sir / Madam

**Framework Agreement – Waiver of Bristol City Council Liability**

**1. BACKGROUND**

1.1 Bristol City Council (the **Authority**) and [City Leap Energy Partnership] Limited (the **Supplier**) entered into framework agreement dated [*insert date*] under which the Supplier agrees to provide energy project organisation and development services to interested contracting authorities.

1.2 [*Insert Contracting Authority name*] (the **Admittee**) wishes to secure certain services under the Framework Agreement.

1.3 The Admittee agrees to be bound by the terms of the Framework Agreement and waives all liability of the Authority which may arise out of, or in consequence of the Admittee’s compliance with the relevant terms of the Framework Agreement or a Contract under the terms of the Waiver.

**2. INTERPRETATION**

2.1 The following definitions and rules of interpretation apply in this Waiver.

**Call-off Terms and Conditions**: means the call-off terms and conditions for the professional services agreement relating to energy project origination and development services forming part of the Framework Agreement;

Framework Agreement: Means the City Leap Framework Agreement between (1) Bristol City Council and (2) [City Leap Energy Partnership] Limited dated [insert date].

**3. TERM**

3.1 The term Effective Date: means the date of the Waiver.

3.2 This Waiver shall take effect as a Waiver of any liability of Bristol City Council to the Admittee for the purpose of the Framework Agreement and a Contract. Terms defined in the Framework Agreement have the same meaning in this Waiver unless given a different meaning this Waiver.

3.3 In consideration for this Waiver the Authority agrees to allow the Admittee to make use of the Services under the Framework Agreement.

**4. TERMS OF ADMISSION**

4.1 The Admittee agrees to be bound by any comply with terms of the Framework Agreement that apply to a Customer. Such provisions include but are not limited to clauses 3.4, 4.1 to 4.3 (inclusive), 4.5 4.8 to 4.9 (inclusive) and 20.6 to 20.9 (inclusive).

4.2 Nothing in this Waiver shall be construed to limit or exclude the Authority’s liability for:

(a) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which may not be limited under any applicable Law.

4.3 Subject to clause 3.2 above, the Admittee acknowledges and agrees that the Authority shall have no liability whatsoever for any claims, proceedings, actions, damages, costs, expenses and any other losses suffered by the Admittee which may arise out of, or in consequence of the Admittee compliance with the relevant terms of the Framework Agreement or a Contract.

**5. GOVERNING LAW AND JURISDICTION**

5.1 This Waiver and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by construed in accordance with the law of England and Wales.

The Admittee irrevocably agrees that courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims arising out of in connection with this Waiver or its subject matter or formation (Including non-contractual disputes or claims).

Yours sincerely

[*Insert name*]

[*Insert title*]

[*Insert Contracting Authority name*]

The Authority confirms that it accepts the waiver of liability and admission to the Framework Agreement set out in this Waiver.

………………………………………………….

Signed

Date

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on [DATE].

**For and on behalf of the Supplier:**

|  |  |
| --- | --- |
| Name and title |  |
| Signature |  |
| Date |  |
| Supplier's Authorised Representative for the Contract (if different) | [Name] |

**For and behalf of the Customer:**

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |