

CUMBRIA COUNTY COUNCIL

Lot 2.2

SCHEDULE 6.5

REMEDIAL PLAN PROCESS

Redacted contract

SCHEDULE 6.5 – REMEDIAL PLAN PROCESS

1. BACKGROUND

This schedule 6.5 sets out the Remedial Plan Process which the Contractor shall comply with in accordance with clause 53.

2. REMEDIAL PLAN PROCESS

2.1 General

2.1.1 If:

- (a) the Contractor is required to comply with the Remedial Plan Process in accordance with the terms of this Agreement; and
- (b) a Remedial Plan has not been agreed by the parties in accordance with this schedule 6.5,

then to the extent that any problems which have triggered the Remedial Plan Process may (in the reasonable opinion of the Authority) have a material impact upon the Authority, the Contractor shall upon reasonable notice provided by the Authority advise the Authority of the status of the remedial efforts being undertaken with respect to such problems.

2.2 Remedial Plan

2.2.1 The Contractor shall provide the Authority with a draft Remedial Plan (even, where relevant, if the Contractor disputes whether or not it has committed a Default) as soon as reasonably practicable and in any event no later than five (5) Working Days (or such other period as the parties may agree or as may be reasonable where any relevant Authority information is not available to the Contractor):

- (a) where this Agreement requires service of a notice, after the notice provided by the Authority requiring the Contractor to initiate the Remedial Plan Process; or
- (b) after the relevant circumstance giving rise to the Contractor's obligation to comply with the Remedial Plan Process has occurred.

2.2.2 The Contractor shall ensure that each Remedial Plan:

- (a) specifies the steps that the Contractor proposes to take to remedy or to avoid the relevant Default (including actions and timings); and
- (b) is in sufficient detail for it to be properly evaluated by the Authority (subject to any relevant Authority information being available to the Contractor).

2.2.3 If the Authority considers that a draft Remedial Plan provided by the Contractor under paragraph 2.2.1 is:

- (a) insufficiently detailed to be properly evaluated;
- (b) will take too long to complete; and/or
- (c) will not remedy the relevant Default or address sufficiently the issues it is aimed at addressing,

the Authority may at its sole discretion either agree a further time period for the development and agreement of the Remedial Plan or escalate any issues with the draft Remedial Plan using the Dispute Resolution Procedure. Where the Authority agrees a further time period for the development and agreement of the Remedial Plan, the Contractor shall within the relevant time period produce such revised drafts of the Remedial Plan as the Authority may require and shall take into account in the Remedial Plan any relevant comments by the Authority, so as to address the issues set out in paragraphs 2.2.3(a), (b) and/or (c) (as applicable).

2.2.4 The Contractor shall comply with a Remedial Plan following its agreement by the parties.

2.2.5 The Contractor shall provide to the Authority, in accordance with the relevant timescales agreed in each Remedial Plan (or where no timescales are specified in accordance with such timescales as the Authority may reasonably require):

- (a) regular updates on the implementation of the Remedial Plan; and
- (b) evidence, either documentary or demonstrative as the Authority may reasonably require, of the implementation of the Remedial Plan.

2.3 **Failure to Agree or Implement Remedial Plan**

[redacted]

2.4 **No Obligation to Follow Remedial Plan Process**

2.4.1 The Authority shall not be obliged to follow the Remedial Plan Process (and the relevant Default shall be deemed irremediable) where a Default giving rise to compliance with the Remedial Plan Process in accordance with this Agreement arises if:

- (a) a Remedial Plan has previously been implemented in respect of the relevant Default but the Contractor failed to remedy the Default by those means; or
- (b) there is an occurrence of substantially the same Default within a period of three (3) Months following the completion of any previous Remedial Plan.