SCHEDULE 6 TO FRAMEWORK AGREEMENT

CALL-OFF TERMS AND CONDITIONS

FOR

GROUP BASED CARE AND SUPPORT SERVICES

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PARTIES

(1) The Authority, as set out in the Order Form (**Authority**).

(2) The Supplier, as set out in the Order Form (**Supplier**).

BACKGROUND

(A) Further to the Background, as set out in the Framework Agreement, the Authority has ordered Services from the Supplier following the award procedure as set out in clause 4 of the Framework Agreement.

(B) Before the Supplier can provide Services, the parties must enter into a Contract.

GENERAL PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise defined in these Call-off Terms and Conditions, terms defined in the Framework Agreement shall have the same meaning when used in these Call-off Terms and Conditions.

1.2 In these Call-off Terms and Conditions, unless the context otherwise requires, the following terms shall have the meanings given to them below:

Catastrophic Failure:

(a) any action by the Supplier, whether in relation to the Services and the Contract, the Framework Agreement or otherwise, which in the reasonable opinion of the Authority has or may cause significant harm to the reputation of the Authority;

(b) any action by the Supplier, whether in relation to the Services and the Contract or otherwise, which in the reasonable opinion of the Authority has or may cause significant harm to a Service User; or

(c) a failure of the Supplier to comply with its obligations at clause 8.2 or clause 9.

Contract Period: the period from the Service Commencement Date to:

(a) the date of expiry set out in the Initial Contract Period;

(b) following an extension pursuant to clause 4, the date of expiry of the extended period; or

(c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract or Framework Agreement.

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Contract Price: the price (exclusive of any applicable VAT), payable to the Supplier by the Authority under the Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Contract.

Contract Year: a period of 12 months, commencing on the Service Commencement Date.

Consistent Failure: is the Supplier repeatedly breaching any of the terms of the Contract or the Framework Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract or Framework Agreement.

Dispute Resolution Procedure: the dispute resolution procedure set out in clause 21 of the Framework Agreement.

Equipment: any equipment, plant, materials and such other items required to provide the Services.

Framework Agreement: the framework agreement for the provision of group based care and support services between the Authority and the Supplier (divided into Zones) made following a competitively tendered exercise following publication of the contract notice 2017/S 042-076945 dispatched on 1 March 2017 in the Official Journal of the European Union.

Initial Contract Period: the period set out in clause 3.

Invoicing Instructions: the invoicing instructions attached at Annex A.

Outcomes: those outcomes listed in the Order Form.

Party: the Supplier or the Authority and Parties shall mean both the Supplier and the Authority.

Premises: the location where the Services are to be supplied, as set out in the Order Form.

Regulated Activity: in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

Regulated Activity Provider: shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

Service Commencement Date: the service commencement date set out in the Order Form.

Services: the group based care and support services to be supplied by the Supplier to a Service User as specified in the Order Form.

Supplier's Safeguarding Policy: the safeguarding policy of the Supplier to ensure compliance with applicable Law regarding the safeguarding of children and vulnerable adults and the requirements of the Specification.

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Trial Period: a period specified in the Order Form not exceeding five (5) days from the Service Commencement Date, in order to allow a Service User to receive the Services on a trial basis.

Variation: has the meaning given to it in clause 22.

VAT: value added tax in accordance with the provisions of the Value Added Tax Act 1994.

1.3 The rules of interpretation of the Framework Agreement shall apply to these Call-off Term and Conditions as if set out in full in the body of these Call-off Term and Conditions.

1.4 The Specification forms part of these Call-off Term and Conditions and shall have effect as if set out in full in the body of these Call-off Term and Conditions.

1.5 The Annexes to these Call-off Terms and Conditions form part of these Call-off Terms and Conditions and shall have effect as if set out in full in the body of these Call-off Terms and Conditions and any reference to these Call-off Terms and Conditions shall include Annexes.

2. STATUS OF CALL OFF TERMS AND CONDITIONS

2.1 These Call-off Terms and Conditions are supplemental and collateral to the terms of the Framework Agreement. The terms of the Framework Agreement shall apply to these Call-off Terms and Conditions as if set out in full within these Call-off Terms and Conditions. In the event of any conflict or inconsistency with these Call-off Term and Conditions and the Framework Agreement, clause 5 of the Framework Agreement (Contract performance and precedence of documents) sets out the order of priority that will be used to resolve the conflict or inconsistency.

3. INITIAL CONTRACT PERIOD

The Contract shall take effect on the Service Commencement Date and shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Contract.

4. EXTENSION OF INITIAL CONTRACT PERIOD

4.1 The parties may agree to extend the Initial Contract Period for any further period or periods as may be mutually agreed in writing. In such circumstances, the Parties shall either amend the Order Form or enter into a new Order Form.

4.2 For the avoidance of doubt, a Contract may survive expiry of the Framework Agreement.

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SUPPLY OF SERVICES

5. SERVICES

5.1 The Supplier shall supply the Services during the Contract Period in accordance with the Authority's requirements as set out in the Contract in consideration for the payment of the Contract Price. The Authority may inspect and examine the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice.

5.2 The Supplier acknowledges that it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority before submitting its Tender and, separately, participating in the procedure set out in the Call-off Schedule so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

5.3 The Supplier shall provide the Services, or procure that they are provided:

(a) with reasonable skill and care and in accordance with the best practice prevailing in the group based care and support industry from time to time;

(b) in all respects in accordance with the Specification; and

(c) in accordance with all applicable Laws.

5.4 The Supplier shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

5.5 Timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date as set out in Appendix 1 of the Order Form.

6. PROVISION OF EQUIPMENT

6.1 Unless otherwise stated in the Order Form, the Supplier shall provide all the Equipment necessary for the supply of the Services.

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STAFF

7. PERSONNEL USED TO PROVIDE THE SERVICES

7.1 At all times, the Supplier shall ensure that:

(a) each of the Staff is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;

(b) there is an adequate number of Staff to provide the Services properly; and

(c) only those people who are authorised by the Supplier are involved in providing the Services.

7.2 The Authority may require the Supplier to remove any of the Staff who do not comply with the Supplier's Policies or if they otherwise present a threat to Service Users.

7.3 The Supplier shall replace any of the Staff who the Authority reasonably decides has failed to carry out his/her duties with reasonable skill and care. Following the removal of any of the Staff for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

7.4 The Supplier shall maintain up-to-date personnel records on the Staff and shall provide information to the Authority as the Authority reasonably requests on the Staff. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

7.5 The Supplier shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its Staff is at least as good at the prevailing industry norm for similar services, locations and environments.

8. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

8.1 The parties acknowledge that the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

8.2 The Supplier shall:

(a) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS);

(b) monitor the level and validity of the checks under this clause 8.2 for each member of staff; and

(c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

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8.3 The Supplier warrants that at all times for the purposes of the Contract it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

8.4 The Supplier shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 8 have been met.

8.5 The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users.

8.6 The Supplier shall comply with the additional safeguarding requirements set out in section 4.2.7 of the Specification.

8.7 The Supplier shall comply with the Supplier's Safeguarding Policy (a copy of which must be provided to the Authority if requested).

9. MEDICATION

9.1 Without limiting the generality of clause 5.3(b), the Supplier shall provide the Services, or procure that they are performed, in full compliance with section 13.4 (Assistance with Medication) of the Specification.

PREMISES

10. SAFETY AND SECURITY OF PREMISES

10.1 The Supplier shall be responsible for maintaining the safety and security of the Premises and all assets and information used in performance of the Services in accordance with the Supplier's Policies.

10.2 On request, the Supplier shall afford the Authority an opportunity to inspect its physical safety and security arrangements.

11. ENVIRONMENTAL REQUIREMENTS

The Supplier, in performing its obligations under the Contract, shall provide reasonable endeavours to conserve energy, water, and other resources, and to reduce waste.

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12. HEALTH AND SAFETY

12.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.

12.2 The Supplier shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract, whether on the Premises or otherwise, where that incident causes any personal injury or damage to property which could give rise to personal injury.

12.3 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.

12.4 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

PAYMENT AND CONTRACT PRICE

13. CONTRACT PRICE

13.1 In consideration of the Supplier's performance of its obligations under the Contract, the Authority shall pay the Contract Price in accordance with clause 14 (Payment and VAT). The Supplier shall adjust the Contract Price where clause 16 (No Fault Suspension) applies.

13.2 The Authority shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

13.3 At the beginning of each Contract Year, the Authority shall inform the Supplier in writing of any general percentage increase in the Contract Price for inflation purposes that the Authority may make, together with the date from which any such increase will be applied. In such circumstances, the Order Form shall be amended accordingly.

13.4 For the avoidance of doubt, any refresh of the Pricing Matrix in accordance with clause 7 of the Framework Agreement (Supplier's Tender Refresh) shall not affect the Contract Price. The Supplier notes the provisions of clause 6.2 of the Framework Agreement.

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14. PAYMENT AND VAT

Payment

14.1 The Supplier shall ensure that each invoice is submitted in accordance with the Invoicing Instructions and contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documents reasonably required by the Authority to substantiate the invoice.

14.2 Where the Supplier submits an invoice to the Authority in accordance with clause 14.1, the Authority will consider and verify that invoice within 10 Working Days.

14.3 The Authority shall pay the Supplier any sums due under such an invoice no later than a period of 20 days from the date on which the Authority has determined that the invoice is valid and undisputed.

14.4 Where the Authority fails to comply with clause 14.2, the invoice shall be regarded as valid and undisputed 10 Working Days after the date on which it is received by the Authority.

14.5 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:

(a) provisions having the same effect as clause 14.2 to clause 14.4 of these Call-off Term and Conditions; and

(b) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 14.2 to clause 14.4 of these Call-off Term and Conditions.

In this clause 14.5, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract.

14.6 Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with the Dispute Resolution Procedure. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of thirty (30) days after resolution of the dispute between the Parties.

14.7 Subject to clause 14.6, interest shall be payable on the late payment of any undisputed sum properly invoiced under the Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Supplier shall not suspend the supply of

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the Services if any payment is overdue unless it is entitled to terminate the Contract under clause 26.2 for failure to pay undisputed charges.

VAT

14.8 The Contract Price is stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

14.9 The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under the Contract.

15. RECOVERY OF SUMS DUE

15.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract, the Framework Agreement or another contract made with the Supplier under the Framework Agreement.

15.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

15.3 The Supplier shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

15.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

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INTERRUPTION OF SERVICE

16. NO FAULT SUSPENSION

16.1 Subject to clause 16.3, the Contract will automatically be suspended, with immediate effect, where a Service User is for any reason temporarily unable to receive the Services as a result of, without limitation, being placed in hospital, being placed into

residential care, taking a holiday or otherwise not being able to attend. Each Party shall use their best endeavours to notify the other Party as soon as possible if they become aware of any circumstances which are likely to give rise to the need to suspend the Contract.

16.2 Subject to clause 16.3, upon the Service User being ready to resume receiving the Services the automatic suspension referred to in clause 16.1 shall automatically be lifted and the Parties' obligations under the Contract shall resume with immediate effect.

16.3 While a Contract is suspended under clause 16.1, the Supplier shall be entitled to charge up to two weeks full payment of the Contract Price during the first two weeks of the suspension and up to two weeks half payment of the Contract Price during the third and fourth weeks of the suspension. The purpose of these payments is to allow the Supplier to remain in a position to resume providing the Contract upon a Service User being ready to resume receiving the Services again. After this four week period, the Supplier is not entitled to any further payment under the Contract and the Contract may be terminated by either Party with written notice, with immediate effect.

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STATUTORY OBLIGATIONS AND REGULATIONS

17. DISCRIMINATION

17.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

17.2 The Supplier shall (and shall procure that the Supplier's Personnel shall):

(a) perform its obligations under the Contract (including those in relation to the Services) in accordance with all applicable equality Laws (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise); and

(b) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

17.3 The Supplier shall take all reasonable steps to secure the observance of clause 17 by all servants, employees or agents of the Supplier and all suppliers and Sub-contractors employed in the execution of the Contract.

INFORMATION

18. INTELLECTUAL PROPERTY RIGHTS

18.1 The Supplier shall retain ownership of all Intellectual Property created by the Supplier or any Staff or Sub-Contractor of the Supplier:

(a) in the course of performing the Services; or

(b) exclusively for the purpose of performing the Services.

18.2 The Supplier hereby grants, or shall procure the direct grant, to the Authority of a perpetual, royalty free, irrevocable and non-exclusive licence of any Intellectual Property referred to in clause 18.1, and shall allow the Authority to use this Intellectual Property for any purpose relating to the exercise of the business or function of the Authority provided in each case that such rights shall not extend to the commercial exploitation of the Intellectual Property. This licence shall, during its term, include the right to sub-licence to a third party (including, for the avoidance of doubt, any Replacement Supplier or other third party invited by the Authority to participate in a tendering process for the award of a contract to deliver replacement services).

18.3 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

CONTROL OF THE CONTRACT

19. MONITORING OF CONTRACT PERFORMANCE, REPORTING, AND RECORDS

19.1 The Supplier shall comply with the monitoring arrangements set out in the Order Form including, but not limited to, providing such data and information as the Supplier may be required to produce under the Contract.

19.2 The Supplier shall comply with its obligations as set out in clause 10 of the Framework Agreement (Reporting and meetings) and clause 11 of the Framework Agreement (Records and audit access).

20. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE

20.1 Where the Authority receives a complaint is received about the standard of Services or about the manner in which any Services have been performed or about the

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procedures used or about any other matter connected with the performance of the Supplier's obligations under the Contract, then the Authority shall take reasonable steps to investigate the complaint.

20.2 If the Authority is of the reasonable opinion that there has been a material breach of the Contract by the Supplier, then the Authority may, without prejudice to its rights under clause 26, do any of the following:

(a) without terminating the Contract, itself supply or procure the supply the Services under the Contract until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Authority that the Supplier will once more be able to supply all or such part of the Services in accordance with the Contract; and/or

(b) charge the Supplier for and the Supplier shall pay any costs reasonably incurred by the Authority (including any reasonable administration costs) in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

20.3 Without prejudice to any rights the Authority may have under clause 26.1, if the Supplier fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Authority shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days of the Authority's instructions or such other period of time as the Authority may direct.

21. RIGHTS AND REMEDIES

The rights and remedies provided under these Call-off Term and Conditions are in addition to, and not exclusive of, any rights or remedies provided by Law.

22. VARIATION

22.1 Subject to the provisions of this clause 22, the Authority may request a variation to the Services ordered provided that such variation does not amount to a material change to the Contract. Such a change is hereinafter called a "Variation". For the avoidance of doubt, any reviews undertaken pursuant to section 5.4 of the Specification which result in a change to the Contract (including an amendment to the Appendix to the Order Form) shall be a Variation.

22.2 The Authority may request a Variation by completing and sending the Variation form attached at Annex B (the **Variation Form**) to the Supplier, giving sufficient

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information for the Supplier to assess the extent of the Variation. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Contract.

22.3 If the Supplier is unable to provide the Variation to the Services, the Authority may:

(a) agree that the Parties continue to perform their obligations under the Contract without the Variation; or

(b) terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Contract in accordance with the Order Form or where the Supplier can show evidence of substantial work being carried out to fulfil the Contract, and in such a case the Parties shall attempt to agree on a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

22.4 If the Parties agree the Variation, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation were stated in the Contract.

LIABILITIES

23. LIABILITY, INDEMNITY AND INSURANCE

23.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation;

(c) any claim under clause 14.9;

(d) any claim under clause 25 (Taxation, National Insurance and employment liability);

(e) any claim under the indemnity in clause 18.3; or

(f) any claim under clause 16 of the Framework Agreement (Employment Exit Provisions).

23.2 Subject to clause 23.3, the Supplier shall indemnify and keep indemnified the Authority in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused

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directly or indirectly by any act or omission of the Supplier. The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

23.3 Subject to clause 23.1, in no event shall either Party be liable to the other for any:

(a) loss of profits;

(b) loss of business;

(c) loss of revenue;

(d) loss of or damage to goodwill;

(e) loss of savings (whether anticipated or otherwise); or

(f) any indirect or consequential loss or damage.

23.4 The Authority may, among other things, recover as a direct loss:

(a) any additional operational and/or administrative expenses arising from the Supplier's Default;

(b) any wasted expenditure or charges rendered unnecessary and/or incurred by the Authority arising from the Supplier's Default; and

(c) the additional cost of any replacement services for:

(i) the remainder of the Initial Contract Period following termination of the Contract as a result of a Default by the Supplier; or

(ii) where the Initial Contract Period was not specified, for a period of 3 Months.

24. INSURANCES

24.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

(a) public liability insurance with a limit of indemnity of not less than £5 million in relation to any one claim or series of claims;

(b) employer's liability insurance with a limit of indemnity of not less than £5 million in relation to any one claim or series of claims,

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

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24.2 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

24.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

24.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

25. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITY

The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Supplier shall at all times indemnify the Authority and keep the Authority indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Authority is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

DEFAULT, DISRUPTION AND TERMINATION

26. TERMINATION ON DEFAULT

26.1 In addition to any rights of the Authority to terminate the Contract pursuant to the terms of the Framework Agreement, the Authority may terminate the Contract by giving written notice to the Supplier with immediate effect in any of the following circumstances:

(a) if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Authority may only terminate the Contract under this clause 26.1 if the Supplier has failed to remedy such breach within 30 days of receipt of notice from the Authority (a **Remediation Notice**) to do so;

(b) if a Consistent Failure has occurred;

(c) if a Catastrophic Failure has occurred;

(d) if any of the provisions of Regulation 73(1) of the Regulations apply; or

(e) any warranty given by the Supplier in clause 8 of the Framework Agreement is found to be untrue or misleading.

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26.2 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Authority in writing of such failure to pay. If the Authority fails to pay such undisputed sums within 30 Working Days of the date of such written notice, the Supplier may terminate the Contract in writing with immediate effect, except that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause 15.

27. TERMINATION FOR CONVENIENCE

27.1 The Authority may terminate the Contract at any time by giving 14 days' written notice to the Supplier.

27.2 The Supplier may terminate the Contract at any time by giving 28 days' written notice to the Authority.

28. NO FAULT TERMINATION

28.1 Either Party may terminate the Contract with immediate effect with written notice if the Service User dies.

28.2 The Supplier shall be entitled to terminate the Contract with immediate effect with written notice if, in the Supplier's reasonable opinion, the Services are no longer appropriate due to the violent, abusive or unduly disruptive behaviour of the Service User.

28.3 Where the Services involve a Trial Period, the Contract may be terminated by either Party with one day's written notice provided such notice occurs within the Trial Period.

29. CONSEQUENCES OF TERMINATION OR EXPIRY

29.1 Where the Authority terminates the Contract under clause 26 and then makes other arrangements for the supply of Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period. The Authority shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause 26, no further payments shall be payable by the Authority to the Supplier until the Authority has established the final cost of making those other arrangements.

29.2 Except as otherwise expressly provided in the Contract:

(a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract before

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termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

(b) termination or expiry of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier:

(i) under clause 13, clause 14, clause 15, clause 18, clause 21, clause 23, clause 24, clause 25, clause 29, and clause 30;

(ii) under clause 19.6 of the Framework Agreement; and

(iii) under with any other provision of the Contract or Framework Agreement which is either expressed to or by implication is intended to survive termination

30. RECOVERY ON TERMINATION

30.1 On the termination of the Contract for any reason, the Supplier shall:

(a) immediately return to the Authority all Confidential Information, Personal Data and Authority's Intellectual Property in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;

(b) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to any Replacement Supplier and/or the completion of any work in progress; and

(c) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Authority or the Replacement Supplier to conduct due diligence.

30.2 If the Supplier fails to comply with clause 30.1(a) the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or Sub-Contractors where any such items may be held.

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Annex A. Invoicing Instructions

1. The Supplier must submit an Invoice (as defined in section 2 below), on a 4 weekly basis to the relevant Care Direct Plus (CDP)/ Mental Health finance team. Invoices must be addressed to the relevant CDP/Mental Health Finance team. DCC / DPT shall not be held responsible for delays in payment caused by the Supplier's failure to comply with these invoicing instructions.

2. An Invoice may be either:
   a. in the form set out in section 3 below; or
   b. in the form set out in the Supporting Independence Invoicing Template attached as Appendix D of the Invitation to Tender.

3. If the Supplier submits an invoice (as per 2(a)), the invoice must include: the Supplier's registered address, company registration number (if any), and VAT registration number (if registered), identify date of supply, supplies to which VAT has been applied and at what rate, Week ending date - Sunday date, CareFirst ID, Weekly Actual care hours/sessions delivered, Weekly Actual cost for hours/sessions delivered, Reason codes for non-delivery (e.g. Absence due to hospital stay, Person deceased, Other absence i.e. holiday, planned absence (not hospital)), Period covered equal to 4 weeks as determined by the Commissioners, Timetable for submission of invoices from Provider and payment dates.

4. The Supplier will be aware of the relevant CDP/ Mental Health finance team as this will be the CDP team who arranged the Package of Care and Support for the Service User and if the Package of Care and Support is arranged by Devon Partnership Trust Care Co-ordinators it will be the Mental Health finance team. If a Supplier works across multiple Zones this could result in invoicing multiple or all CDP teams, although where appropriate DCC will advise each supplier of a nominated CDP.

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Annex B. Variation Form

Variation Form
Contract for Services made under the Framework Agreement for Group Based Care and Support Service

[DETAILS OF ORDER FORM TO BE VARIED]

.....
Order Number (as stated on the Order Form) being varied:

.....
Variation Form Number:.....

BETWEEN:

[NAME OF CONTRACTING AUTHORITY] (**the Authority**)

And

[NAME OF SUPPLIER] (**the Supplier**)

1. The Contract is varied as follows: [LIST DETAILS OF THE VARIATION INCLUDING ANY IMPACT ON THE CONTRACT PRICE].
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Authorised to sign for and on behalf of the Authority

Signature.....

Date.....

Name in capitals.....

Address.....
.....

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Authorised to sign for and on behalf of the Supplier

Signature.....

Date.....

Name in capitals.....

Address.....
.....

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