

Dated 31st August 2023



BETWEEN

THE CORNWALL COUNCIL

AND

EARLY YEARS EMOTIONAL SECURITY LTD

**CONTRACT FOR THE PROVISION OF
BABIES IN OUR MIND TRAINING
IN CORNWALL AND THE ISLES OF SCILLY**

Legal Services
Cornwall Council
New County Hall
Truro
Cornwall
TR1 3AY
KT/070381

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THIS CONTRACT is made on 31st day of August 2023

BETWEEN:

- (1) **THE CORNWALL COUNCIL** of New County Hall, Treyew Road, Truro, Cornwall TR1 3AY ('the Council'); and
- (2) **EARLYYES LIMITED** (Company Number (10076096) whose registered office address is 35 Beauchamp Road, Bishipston, Bristol, BS7 8LQ ('the Service Provider') each individual a "Party" and together the "Parties".

WHEREAS

- (A) Cornwall Council, has invited one written quote from a Service provider who is able to deliver a programme of high quality, Babies In Our Minds training to staff working in the Together for Families Directorate of Cornwall Council.
- (B) The Service Provider represented to the Council that it is capable of delivering the Services in accordance with the Council's requirements as set out in the specification and, in particular, the Service Provider made representations to the Council in the quote in relation to its competence, professionalism, financial standing and ability to provide this training in an efficient and cost-effective manner.
- (C) The Parties agree to be open, honest, and fair in their dealings with each other and agree to work together with a view to ensuring Best Value is achieved. Furthermore, the Service Provider is committed to providing the Council with high quality services at a fair price and recognise the need for continuous improvement in economy, efficiency, and effectiveness.
- (D) The Council enters into this Contract with the Service Provider for the provision of the Service in accordance with the terms and conditions hereof.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Contract, unless the context otherwise requires, the following expressions have the following meanings:

'Appendix' means any of the appendices attached hereto;

'Best Value Duty' means the duty imposed by section 3 of the Local Government Act 1999 (the 'LGA 1999') as amended, and under which the Council is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to any applicable guidance issued from time to time;

'Business Continuity Plan' means the Service Provider's plan referred to in Clause 3.8 relating to continuity of the Services, as agreed with the Council prior to the Commencement Date;

'Business Day' means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London;

`CEDR`	means the Centre for Effective Dispute Resolution;
`Charges`	means the charges payable by the Council to the Service Provider in respect of the provision of the Services in accordance with the provisions of this Contract, as set out in the Payment Schedule at Appendix 3;
`Commencement Date`	means the date of this Contract;
`Complaint Procedure`	means the Service Provider's complaint procedure, which has been approved by the Council in accordance with clause 13.1, and the same may be amended by the Service Provider from time to time with the prior written consent of the Council;
`Confidential Information`	<p>means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data and Special Categories of Data within the meaning of the Data Protection Legislation. Confidential Information shall not include information which:</p> <ul style="list-style-type: none"> (i) was public knowledge at the time of disclosure (otherwise than by breach of clause 28 (Confidential Information; Disclosure of Information and Freedom of Information)); (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or (iv) is independently developed without access to the Confidential Information;
`Consent Notice`	means the consent of an individual to the sharing of their Personal Data for the provision of the Services;
`Consents`	<p>means:</p> <ul style="list-style-type: none"> (i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by law for or in connection with the performance of the Services; and/or (ii) any necessary consent or agreement from any third party needed either for the performance of the Service Provider's obligations under this Contract or for the provision by the

Service Provider of the Services in accordance with this Contract;

- 'Contract' means the Contract for the provision of the Services, which will be awarded to a successful Service Provider pursuant to these terms and conditions of contract, the Service Specification and any appendices and/or schedules attached hereto, each as amended from time to time in accordance with these terms and conditions;
- 'Control' means the possession by any person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and 'Controls' and 'Controlled' shall be interpreted accordingly;
- 'Council Representative' means the person nominated by the Council and appointed pursuant to clause 8 (being, at the Commencement Date, the individual named in Appendix 2) and the representative of Cornwall Council responsible for arranging and leading the Operational Contract Review Meetings;
- 'Council Termination Event' means:
- (i) any material breach by the Council of the terms of this Contract which renders it wholly or substantially impossible for the Service Provider to perform its obligations under this Contract for a period of not less than two (2) months; or
 - (ii) a failure by the Council to make payment of any amount equal to or greater than the value of two (2) month's Charges that is due and payable (and is not the subject of a dispute) within twenty (20) Business Days of receipt by the Council of a formal written demand from the Service Provider (which may not be issued before the date upon which the relevant sum becomes due and payable by the Council);
- 'Data Controller' has the meaning given to it in the Data Protection Legislation;
- 'Data Guidance' means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation (whether specifically mentioned in this Contract or not) to the extent published and publicly available or their existence or contents have been notified to the Service Provider by the Council and/or any relevant Regulatory Body;
- 'Data Processor' has the meaning given to it in the Data Protection Legislation;
- 'Data Protection Legislation' the General Data Protection Regulation ((EU) 2016/679) ("GDPR") until it is no longer directly applicable in the UK, the Data Protection Act 2018 and any other applicable national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

'Data Protection Officer'	has the meaning set out in the Data Protection Legislation;
'Data Subject'	has the meaning given to it in Data Protection Legislation;
'DBS'	means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012;
'Default Interest Rate'	means the rate of interest prescribed pursuant to the Late Payment of Commercial Debts (Interest) Act 1999 from time to time;
'Direct Losses'	means any Losses other than Indirect Losses;
'Disclosing Party'	means the Party disclosing Confidential Information;
'Dispute'	means a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation procedure set out in clause 16 or any matter where this Contract directs the Parties to resolve an issue by reference to the dispute resolution procedure set out in clause 20;
'EIR'	means the Environmental Information Regulations 2004;
'Expiry Date'	means the 31 March 2025;
'FOIA'	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government department in relation to such legislation and the EIR;
'Force Majeure Event'	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Service Provider or the Staff or any other failure in the Service Provider's supply chain and excludes any occurrence or continued existence of any epidemic over a wide geographical area and affecting a large proportion of the population and specifically excludes the COVID-19 coronavirus pandemic;
'Fraud'	means any offence under the laws of the United Kingdom creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Council;

`Good Industry Practice`	means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced safeguarding training provider, or a person providing services the same as or similar to the Services, at the time the Services are provided, as applicable;
`Guidance`	means any applicable guidance, code of practice or directions issued by the Relevant Authority or a Regulatory Body with which the Service provider is bound to comply pursuant to the requirements of any Law;
`Indirect Losses`	means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;
`Information Commissioner`	means the UK's regulatory body charged with enforcing Data Protection Legislation;
`Information Governance Lead`	means the individual responsible for information governance and for providing the Service Provider with regular reports on information governance matters, including details of all incidents of data loss and breach of confidence
`Information Legislation`	means: <ul style="list-style-type: none"> (i) the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time; and (ii) the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any successor or replacement Relevant Authority in relation to such legislation;
`Insolvency Event`	means: <ul style="list-style-type: none"> (i) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved; (ii) the making of an administration order in relation to the entity, the appointment of an administrator, a receiver or an administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue; (iii) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or

any class of them or taking steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors, excluding any arrangement, compromise or composition entered into by the relevant entity with any individual creditor or class of creditors in the ordinary course of business; or

- (iv) the entity being unable to pay its debts or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986,

provided that a resolution by the relevant entity or a court order that such entity be wound up for the purpose of a bona fide reconstruction or amalgamation shall not amount to an Insolvency Event;

‘Intellectual Property Rights’	means all vested and contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created;
‘Invoice’	means an invoice in respect of the Services which includes a list of the Services provided by the Service Provider to the Council and the sums due in respect of those Services provided;
‘Joint Data Controller’	shall have the meaning given it in the Data Protection Legislation;
‘Law’	means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Service Provider is bound to comply;
‘Living Wage’	means the living wage as determined and amended from time to time by the Living Wage Foundation;
‘Losses’	means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) and proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses;
‘Material Breach’	means a material breach (including but not limited to fundamental breach or breach of a fundamental term) by the Service Provider of its obligations under this Contract, which may be a single material breach or a number of breaches or repeated breaches by the Service Provider of its obligations under this Contract that taken together constitute a material breach;
‘Operational Contract	means an operational contract review meeting held in accordance

Review Meeting'	with clause 21.2 and the Specification;
'Payment Schedule'	means the document attached at Appendix 3 which sets out the Charges and the payment arrangements in relation to the Charges;
'Performance Improvement Plan'	means a plan developed by the Service Provider and approved by the Council which specifies the agreed measures to be undertaken by the Service Provider within agreed timescales in order to remedy the relevant breach;
'Performance Report'	means a report provided to the Council by the Service Provider setting out accurate performance information in accordance with clause 21.3;
'Personal Data'	has the meaning given to it in the Data Protection Legislation;
'Personal Data Breach'	has the meaning given to it in the Data Protection Legislation;
'Privacy Notice'	means the information that must be provided to a Data Subject under the Data Protection Legislation;
'Prohibited Act'	means: <ul style="list-style-type: none"> (i) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: <ul style="list-style-type: none"> a. induce that person to perform improperly a relevant function or activity; or b. reward that person for improper performance of a relevant function or activity; (ii) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; (iii) an offence: <ul style="list-style-type: none"> a. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); b. under legislation or common law concerning fraudulent acts; or c. defrauding, attempting to defraud or conspiring to defraud the Council; or d. any activity, practice or conduct which would constitute one of the offences listed under limb (iii) above if such activity, practice or conduct had been carried out in the United Kingdom;

'Regulatory Body'	means those government departments and regulatory, statutory and other entities, communities and bodies which, whether under statute, rules, regulations, codes of practice or otherwise are entitled to regulate, investigate or influence the matters dealt with in this Contract;
'Regulated Activity'	means a regulated activity as defined in the Safeguarding Vulnerable Groups Act 2006;
'Relevant Authority'	means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the Government of the United Kingdom ;
'Relevant Requirements'	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
'Remediable Material Breach'	means any Material Breach which is reasonably capable of remedy by the Service Provider;
'Request for Quotation (RFQ)'	means the request for quotation documents submitted by the Service Provider in respect of the delivery of the Services, as set out in Appendix 4;
'Right of Access, Rectification or Erasure Request'	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access, rectify or erase their Personal Data;
'Schedules'	means any of the schedules attached hereto;
'Services'	means the services (and any part or parts of those services) to be provided pursuant to this Contract, including those services described in the Service Specification and/or as otherwise provided or to be provided by the Service Provider under and in accordance with this Contract (including as a result of any Variation);
'Service Provider'	means any person or persons, firm or firms or company or companies applying to quote for the services, or, where there is more than one organisation applying, the lead organisation;
'Service Provider's Representative'	means the person who is nominated to represent the Service Provider and appointed pursuant to clause 7 (being, at the Commencement Date, the individual named in Appendix 2); and the representative of the Service Provider responsible for attending the Operational Contract Review Meetings and actioning any changes;
'Service Provider Termination Event'	means any of the following:

- (i) a Material Breach;
- (ii) a Persistent Breach;
- (iii) an Insolvency Event occurring in respect of the Service Provider;
- (iv) a failure to obtain any Consent, the loss of any Consent, or the variation or restriction of a Consent, the effect of which might reasonably be considered by the Council to have a material adverse effect on the provision of the Services;
- (v) a failure by the Service Provider to remove or avoid any material conflict of interest in accordance with clause 3.7;
- (vi) a change in Control has occurred in respect of the Service Provider which the Council has not approved and which the Council considers is likely to have an adverse effect on the performance of the Services (pursuant to clause 23.7.1); or
- (vii) Fraud is committed by the Service Provider or its Staff in relation to this Contract or any other contract between the Service Provider and the Council (pursuant to clause 27.4);

`Service Specification`	means the document(s) attached to this Contract at Appendix 1, including any appendices or schedules thereto;
`Service User`	means a person receiving the Services in accordance with the Service Specification and any person accessing the Services provided by the Service Provider;
`Special Categories of Data`	has the meaning given to it in the Data Protection Legislation;
`Staff`	means all persons employed or engaged by the Service Provider to perform its obligations under this Contract (including employees and agency staff or workers), together with the Service Provider's servants, agents, suppliers, Sub-contractors and volunteers used in the performance of its obligations under this Contract;
`Termination Notice`	means a notice served by the Council pursuant to clause 23.1 or by the Service Provider pursuant to clause 24.1 requiring the termination of this Contract in accordance with clause 23 or clause 24 (respectively);
`TUPE`	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
`VAT`	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

'Variation' means any variation to the scope of the Services (whether an increase or reduction), the nature of the Services, the method of provision of the Services and/or the terms of this Contract which is agreed and implemented in accordance with clause 16; and

- 1.2 The headings in this Contract shall not affect its interpretation.
- 1.3 References to any Law include a reference to that Law as amended, extended or re-enacted from time to time.
- 1.4 References to a statutory provision shall include any subordinate legislation made from time to time under that statutory provision.
- 1.5 References to sections, clauses, Appendices and Schedules are to the sections, clauses, appendices and schedules of this Contract, unless expressly stated otherwise.
- 1.6 A reference to a person shall include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity (including a local authority or central government department).
- 1.7 References to any person, organisation or office shall include reference to its applicable successor from time to time.
- 1.8 Any references to this Contract or any other document includes reference to this Contract or such other document as varied, amended, supplemented, extended, restated and/or replaced from time to time.
- 1.9 Use of the singular includes the plural and vice versa.
- 1.10 Reference to a gender includes the other gender and the neuter.
- 1.11 In the event of any conflict between the provisions of the clauses of this Contract and the provisions of the Appendices or Schedules or as between any of the Appendices and/or Schedules, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.11.1 the clauses of this Contract;
 - 1.11.2 the Service Specification;
 - 1.11.3 the Payment Schedule;
 - 1.11.4 the RFQ ; and
 - 1.11.5 any other Appendix or Schedule.

2. COMMENCEMENT IMPLEMENTATION AND DURATION

- 2.1 This Contract shall commence and take effect on the Commencement Date and continue in force until the Expiry Date (31 March 2025) unless it is terminated earlier in accordance with the provisions of this Contract.

- 2.2 The Service Provider shall develop an implementation plan for the implementation of the Services in accordance with the requirements of the Service Specification. Following approval of this implementation plan by the Council, the Service Provider shall give effect to the agreed terms of the implementation plan such that the Service Provider is able to commence full delivery of the Services in accordance with the terms of this Contract with effect from the Commencement Date.

3. PROVISION OF THE SERVICES

- 3.1 The Service Provider shall:
- 3.1.1 provide or procure all resources required in connection with and for the purpose of performing the Services, whether of a temporary or permanent nature, so far as such requirement for the provision of the same is specified in or reasonably implied by this Contract;
 - 3.1.2 ensure that all activities, operations and other things done, all equipment used, all accommodation, buildings and structures used and all methods adopted in connection with and for the purposes of performing the Services are sufficient, safe, fit for purpose and fully compliant with Law; and
 - 3.1.3 ensure that, where this Contract does not specify a time period or deadline for performance of an obligation, that the Service Provider performs such obligation as soon as reasonably practicable, having regard to the interests and requirements of the Council, Service Users and interested third parties (such as referrers of Service Users).
- 3.2 The Service Provider shall ensure that the Services:
- 3.2.1 comply in all respects with the requirements set out in the Service Specification; and
 - 3.2.2 are delivered in accordance with the other terms of this Contract (including, subject to clause 1.11, the RFQ).
- 3.3 Without prejudice to clause 3.2 and subject to clause 1.11, the Service Provider shall perform its obligations under this Contract, in accordance with:
- 3.3.1 the Service Specification;
 - 3.3.2 the quote;
 - 3.3.3 Law;
 - 3.3.4 Good Industry Practice; and
 - 3.3.5 all Consents.
- 3.4 The Service Provider shall inform the Council's Representative promptly and confirm in writing if the Service Provider is unable to or fails to provide any part of the Services in accordance with the terms of this Contract. The provision of information under this clause 3.4 shall not in any way release or excuse the Service Provider from any of its obligations under this Contract.

- 3.5 The Service Provider shall co-operate, liaise with and co-ordinate its activities under this Contract with those of the Council and shall provide the Services in harmony with and at no detriment to other similar services provided by or on behalf of the Council.
- 3.6 The Service Provider acknowledges and agrees that it is appointed to provide the Services on a non-exclusive basis and, as such, the Council is freely entitled to procure services similar or equivalent to the Services from third parties or perform services similar or equivalent to the Services itself during the term of this Contract.
- 3.7 The Service Provider shall notify the Council's Representative immediately upon becoming aware of any possible conflict of interest which may arise between the interests of the Council and any other client of the Service Provider and the Service Provider shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Council's Representative. In the event that the Council reasonably considers the relevant conflict of interest to be material to the interests of the Council and the Service Provider fails to remove or avoid the cause of the conflict of interest within a reasonable period (which shall not be less than twenty (20) Business Days), this shall constitute a Service Provider Termination Event entitling the Council to terminate this Contract in accordance with clause 23.
- 3.8 The Service Provider shall, unless otherwise agreed by the Parties in writing, prepare and maintain a Business Continuity Plan and shall notify the Council as soon as reasonably practicable of its activation and in any event no later than five (5) Business Days from the date of such activation. The Service Provider shall update the Business Continuity Plan in accordance with the Council's needs and priorities.
- 3.9 The Service Provider shall provide quarterly financial reports, or as reasonably request by the Council, and will work with the Council, based on open-book accounting to ensure transparent financial reporting to successfully drive efficiency, maximising resources, including cost reimbursable spend where appropriate. Any underspend must be notified to the Council immediately.

4. EQUITY OF ACCESS, EQUALITY, NO DISCRIMINATION AND STATUTORY OBLIGATIONS

- 4.1 The Service Provider shall not discriminate between or against Service Users, on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation or any other characteristics except as permitted by the law.
- 4.2 The Service Provider shall provide appropriate assistance and make reasonable adjustments for Service Users, who do not speak, read or write English or who have communication difficulties (including without limitation hearing, oral or learning impairments).
- 4.3 In performing its obligations under this Contract the Service Provider shall comply with the Equality Act 2010 and have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:
- 4.3.1 eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Equality Act 2010;

4.3.2 advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it; and

4.3.3 foster good relations between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it,

and for the avoidance of doubt this obligation shall apply whether or not the Service Provider is a public authority for the purposes of section 149 of the Equality Act 2010.

4.4 As soon as reasonably practicable following any reasonable request from the Council, the Service Provider shall provide the Council with a plan detailing how it will comply with its obligations under clause 4.3 which shall include the completion of an equality questionnaire and the provision of relevant equality data where required.

4.5 The Service Provider shall provide to the Council as soon as reasonably practicable, any information that the Council reasonably requires to:

4.5.1 monitor the equity of access to the Services; and

4.5.2 fulfil its obligations under the Law.

5. STATUTORY OBLIGATIONS

5.1 The Service Provider shall comply with all statutory and regulatory requirements where relevant to the provision by the Service Provider of the Service and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of any breach by the Service Provider of this clause 5.

5.2 The Service Provider shall at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and all other statutory and regulatory requirements and the Council's policies and procedures relating to health and safety.

5.3 The Service Provider shall at all times ensure that its staff, whilst on the premises owned, managed, controlled or occupied by the Council ("Council Premises"), comply with the Council's policies and procedures relating to health and safety.

5.4 The Council's Representative or its nominated health and safety representative reserves the right at any time to monitor and audit health and safety systems and procedures relevant to the Services under this Contract, including the request for a copy of the organisation's health and safety policy and such other information (including all related policies and risk assessments) relating to the provision of the Services.

- 5.5 The Service Provider shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at Council Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract.
- 5.6 The Service Provider shall properly maintain records of all accidents and incidents and notify the Council of all incidents that occur on Council Premises and/or meet the criteria of Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 which arise in connection with the performance of this Contract.
- 5.7 The Service Provider shall at all times comply with all statutory and regulatory requirements where relevant to the provision by the Service Provider of the Services and to be observed and performed in connection with this Contract including any obligations binding upon the Council.
- 5.8 The Service Provider shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of any breach by the Service Provider of this Clause 5.

6. STAFF

- 6.1 At all times, the Service Provider shall ensure that:
- 6.1.1 each of the Staff is suitably qualified and experienced, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - 6.1.2 there is an adequate number of Staff to provide the Services properly in accordance with the provisions of the Service Specification;
 - 6.1.3 all staff employed by the Services Provider or its Sub-Contractors in connection with the performance of its obligations under this Contract will be paid no less than the Living Wage;
 - 6.1.4 where applicable, Staff are registered with the appropriate professional Regulatory Body;
 - 6.1.5 Staff are aware of and respect equality and the human rights of colleagues and Service Users; and
 - 6.1.6 all Staff comply with all of the Council's policies.
- 6.2 If requested by the Council, the Service Provider shall as soon as practicable and by no later than ten (10) Business Days following receipt of that request, provide the Council with evidence of the Service Provider's compliance with clause 6.1 and shall provide to the Council any information the Council may reasonably require relating to any member of Staff.

- 6.3 The Service Provider must have in place systems for seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives:
- 6.3.1 proper and sufficient continuous professional and personal development, training and instruction; and
 - 6.3.2 full and detailed appraisal (in terms of performance and on-going education and training),
- each in accordance with Good Industry Practice and the standards of any applicable Regulatory Body and/or professional body.
- 6.4 The Service Provider shall carry out such Staff surveys as reasonably required by the Council in relation to this Contract at intervals specified by the Council (acting reasonably) and the Service Provider shall submit the results of any surveys to the Council in writing in line with any specified timescales.
- 6.5 The Service Provider shall promptly replace any of the Service Provider's Staff where the Council notifies the Service Provider that it considers the relevant Staff member:
- 6.5.1 has failed to comply with the requirements of this Contract (including any failure to comply with clause 6.1);
 - 6.5.2 has failed to exercise reasonable care and skill in the performance of their duties; or
 - 6.5.3 poses a risk to the health, safety or welfare of any person (including any Service User).
- 6.6 Following the removal of any of the Service Provider's Staff for any reason, the Service Provider shall ensure such person is replaced promptly with another person who complies with the requirements of clause 6.1 and has the necessary training and skills to deliver the relevant aspects of the Services in accordance with this Contract.
- 6.7 The Council shall in no circumstances be liable either to the Service Provider or to such Staff in respect of any cost, expense, liability loss, or damage occasioned by the removal of any member of Staff or any successful claim brought by any member of Staff in relation to such removal. The Service Provider shall fully indemnify the Council in full for and against all Losses whatsoever and howsoever arising incurred or suffered by the Council in relation to such removal Staff.
- 6.8 The Service Provider shall maintain up-to-date personnel records on the Service Provider's Staff engaged in the provision of the Services, and on request, provide reasonable information to the Council on the Service Provider's Staff. The Service Provider shall ensure at all times that it has the right to provide these records in compliance with the Data Protection Legislation.
- 6.9 The Service Provider shall use its best endeavours to ensure continuity of Staff and to ensure that the turnover rate of its Staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.

- 6.10 The Service Provider shall provide and shall ensure that the Staff at all times when engaged in the provision of the Services wear such identification (including photographic identification) as agreed by the Parties (or, failing agreement within a reasonable period, as may be designated by the Council, acting reasonably), and shall ensure that when requested to do so any Staff shall disclose his or her identity and status as a member of Staff and shall not attempt to avoid so doing.
- 6.11 Where the requirements of Law, Council rules and regulations or the nature or the location of any duties upon which the Staff shall be engaged in the provision of the Services make the wearing of any special or protective clothing necessary or appropriate, the Service Provider shall provide and shall require its personnel to wear such clothing. Such special or protective clothing shall at all times be compliant with Law and shall be maintained and replaced as necessary by the Service Provider in accordance with Good Industry Practice.

7. SERVICE PROVIDER'S REPRESENTATIVE

- 7.1 The Service Provider shall appoint a suitably qualified and experienced Service Provider's Representative who shall be empowered to act on behalf of the Service Provider for all purposes connected with this Contract. As at the Commencement Date, the Service Provider's Representative is the individual named in Appendix 2. The Service Provider's Representative shall not be replaced without prior written approval of the Council (such approval not to be unreasonably withheld) and the Service Provider shall be required to obtain the prior written consent of the Council to the identity of any proposed replacement Service Provider's Representative. Any notice, information, instruction or other communication given to the Service Provider's Representative or any duly appointed deputy shall be deemed to have been given to the Service Provider.
- 7.2 The Service Provider shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of any person appointed as the Service Provider's Representative.
- 7.3 The Service Provider shall be entitled to appoint a deputy to perform the role of the Service Provider's Representatives during periods of temporary leave of the Service Provider's Representative (which shall not exceed fifteen (15) Business Days without the Council's prior consent). The Service Provider shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of any person authorised to act as deputy for the Service Provider's Representative and when such deputy ceases to be so authorised.
- 7.4 The Service Provider shall ensure that the Service Provider's Representative or his or her deputy is available to meet the Council's Representative at all reasonable times.
- 7.5 The Service Provider shall submit to the Council a list of any personnel appointed to supervise each area of work forming part of the Services and shall inform the Council of any changes to that list as soon as reasonably practicable and in any event within five (5) Business Days of the changes being implemented.

8. COUNCIL'S REPRESENTATIVE

- 8.1 The Council shall appoint a suitably qualified and experienced Council Representative who shall be empowered to act on behalf of the Council for all purposes connected with this Contract. As at the Commencement Date, the Council's Representative is the individual named in Appendix 2. The Council shall give notice in writing to the Service

Provider of the identity of any replacement Council Representative appointed by the Council from time to time.

- 8.2 The Council's Representative shall have power to issue instructions to the Service Provider on any matter relating to the provision of the Services and the Service Provider shall comply therewith.
- 8.3 From time to time the Council's Representative may appoint one or more representatives to act for the Council's Representative generally or for specified purposes or periods. Any act or instruction of any such representative shall be treated as an act or instruction of the Council's Representative.

9. SAFEGUARDING

- 9.1 The Service Provider shall develop and maintain awareness and understanding of safeguarding issues with vulnerable adults, children and young people.
- 9.2 The Service Provider shall ensure that all allegations, suspicions and incidents of abuse, harm or risk of harm to children and/or vulnerable adults or where there is concern about the behaviour of an individual are reported immediately to the Council's Representative and the Multi Agency Referral Unit (MARU) 0300 123 1116.
- 9.3 The Service Provider shall ensure that children and/or vulnerable adults are safeguarded from any form of exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self-harm or inhumane or degrading treatment through deliberate intent, negligent acts or omissions.
- 9.4 The Service Provider shall comply, and shall procure that the Staff comply, with all requirements of Law and all Council and UK Government policies (including but not limited to the Council's Safeguarding Policy, Safeguarding Guidance for Providers and the South West Safeguarding Procedures) in respect of safeguarding as applicable and amended from time to time. The Service Provider acknowledges and agrees that any change to any such safeguarding requirement or policy shall not constitute a Variation for the purposes of this Contract and, accordingly, shall be implemented and complied with by the Service Provider at its own cost and risk.
- 9.5 The Service Provider shall immediately notify the Council of and provide the Council with any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 9 have been met.
- 9.6 The Service Provider must comply with any instruction given by the Council in connection with this clause 9.
- 9.7 The Parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 9.8 The Service Provider shall comply with the requirements relating to Safeguarding as set out in the Service Specification at Appendix 1 to this Contract.

Whistleblowing

- 9.9 The Service Provider's safeguarding policies and procedures shall refer to a

comprehensive whistleblowing policy and Staff shall be actively encouraged to use the whistleblowing policy to report suspected abuse or breach of the safeguarding requirements expected of the Service Provider under this Contract.

- 9.10 The Service Provider shall not take any action against any member of Staff where such member of Staff has in accordance with the process provided pursuant to clause 9.9 and in good faith reported alleged malpractice on the part of the Service Provider.

10. PAYMENT

- 10.1 Subject to any provision of this Contract to the contrary (including without limitation those relating to withholding and/or retention), in consideration of the provision of the Services in accordance with the terms of this Contract, the Parties shall comply with their respective obligations under the Payment Schedule attached at Appendix 3.
- 10.2 The Service Provider shall submit Invoices to the Council for payment of the Charges in accordance with the requirements of the Payment Schedule and the Council shall pay the undisputed element of such Invoices within twenty (20) Business Days of receipt. Each Invoice shall contain appropriate references and a detailed breakdown of the Services provided and shall be supported by any other documentation reasonably required by the Council's Representative to substantiate the entitlement of the Service Provider to the amounts claimed in the Invoice.
- 10.3 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice.
- 10.4 Any VAT payable by the Council shall be payable at the rate and in the manner for the time being prescribed by law. All VAT charges must be shown separately in any Invoice clearly identifying what it relates to.
- 10.5 The Service Provider shall indemnify the Council on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Council at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under this Contract. Any amounts due under this clause 10.5 shall be paid in cleared funds by the Service Provider to the Council not less than five (5) Business Days before the date upon which the tax or other liability is payable by the Council.
- 10.6 Where the Service Provider enters into a sub-contract with a contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such sub-contact which requires payment to be made of all undisputed sums by the Service Provider to the sub-contractor within a specified period not exceeding twenty (20) Business Days from the receipt of a valid invoice.
- 10.7 If a Party, acting in good faith, contests all or any part of any payment calculated in accordance with this clause 10:
- 10.7.1 the contesting Party shall within ten (10) Business Days notify the other Party, setting out in reasonable detail the reasons for contesting the requested payment, and in particular identifying which elements are contested and which are not contested; and
- 10.7.2 any uncontested amount shall be paid in accordance with this Contract.

- 10.8 If a Party contests a payment under clause 10.7 and the Parties have not resolved the matter within twenty (20) Business Days of the date of notification under clause 10.7, the contesting Party may refer the matter to dispute resolution under clause 20 and following the resolution of any dispute referred to dispute resolution, where applicable, the relevant Party shall pay any amount agreed or determined to be payable in accordance with clause 10.2.
- 10.9 Subject to any express provision of this Contract to the contrary each Party shall be entitled, without prejudice to any other right or remedy it has under this Contract, to receive interest at the Default Interest Rate on any amount due and payable in accordance with this Contract and not paid with effect from the day after the date on which payment was due up to and including the date of payment, whether before or after judgment.
- 10.10 The Council may retain or set off any sums owed to it by the Service Provider against any sums due to the Service Provider under this Contract or any other contract between the Council and the Service Provider.
- 10.11 The Service Provider shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Service Provider.

11. SERVICE IMPROVEMENTS AND BEST VALUE DUTY

- 11.1 The Service Provider shall to the utmost extent reasonably practicable co-operate with and assist the Council in fulfilling its Best Value Duty.
- 11.2 In addition to the Service Provider's obligations under clause 11.1, where reasonably requested by the Council, the Service Provider at its own cost shall participate in any relevant Best Value Duty reviews and/or benchmarking exercises (including without limitation providing information for such purposes) conducted by the Council and shall assist the Council with the preparation of any Best Value performance plans.
- 11.3 During the term of this Contract at the reasonable request of the Council, the Service Provider shall:
- 11.3.1 demonstrate how it is going to secure continuous improvement in the way in which the Services are delivered having regard to a combination of economy, efficiency and effectiveness and, as soon as reasonably practicable following a request from the Council, the Service Provider shall develop and submit to the Council for approval (such approval not to be unreasonably withheld or delayed) a continuous improvement plan for this purpose;
 - 11.3.2 implement such improvements, including any improvements set out in any continuous improvement plan approved by the Council, at its own cost and risk; and
 - 11.3.3 where practicable following implementation of such improvements decrease the Charges to be paid by the Council for the Services.

- 11.4 If requested by the Council, the Service Provider shall identify the improvements that have taken place in accordance with clause 11.3, by reference to any reasonable measurable criteria notified to the Service Provider by the Council.

12. INTELLECTUAL PROPERTY

- 12.1 Neither Party shall acquire any right, title or interest in or to any Intellectual Property Rights owned by the other Party or licensed to the other Party by a third-party licensor unless specifically agreed pursuant to a Variation agreed in accordance with clause 16. Neither Party shall have any right to use any of the other Party's Intellectual Property Rights (including names, logos, or trademarks) in connection with the performance of this Contract without the other Party's prior written consent.
- 12.2 The Service Provider will own all Intellectual Property Rights created by the Service Provider in the course of delivering services and shall to the extent possible grant a license to the Council free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Council to make reasonable use of the Services. The Council shall not be liable for the use of any such Intellectual Property Rights other than for which the same was originally prepared or provided by or on behalf of the Service Provider.
- 12.3 The Service Provider shall at all times during the Term on written demand indemnify the Council and keep the Council fully indemnified against all Losses, incurred by, awarded against or agreed to be paid by the Council arising out of any claim or infringement or alleged infringement (including the defence of such infringement or alleged infringement) resulting from the Service Provider's unauthorised use of the Council's Intellectual Property Rights (including any names, logos or trademarks).
- 12.4 To the extent that the Service Provider agrees to license or otherwise make available to the Council any of its Intellectual Property Rights, the Service Provider shall at all times, during and after the Term, on written demand indemnify the Council and keep the Council indemnified against all Losses incurred by, awarded against or agreed to be paid by the Council arising from any claim made by a third party that the Council's use of such Intellectual Property Rights infringes the rights of such third party.
- 12.5 The Service Provider warrants to the Council that the Intellectual Property Rights referred to in this Clause 12 are, save to the extent that duly authorised sub-contractors have been used, the Service Provider's own original work and that in performance of the Services it has not infringed and will not infringe any Intellectual Property Right of any third party. The Service Provider further warrants that where duly authorised sub-contractors are used their work will be original.
- 12.6 Nothing in this Contract will affect the ownership of each Party's Intellectual Property Rights which exist prior to the Commencement Date or is created independently of this Contract (background IP) which shall remain the property of the Party introducing it in relation to this Contract.

13. COMPLAINTS

- 13.1 The Service Provider shall at all times comply with its Complaint Procedure.
- 13.2 The Service Provider shall acknowledge receipt of all complaints within two (2) Business

Days.

- 13.3 The Service Provider shall use its best endeavours to resolve all complaints within ten (10) Business Days of the complaint being received.
- 13.4 The Service Provider shall report all complaints received about the standard of the provision of the Services or about the manner in which any of the Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Service Provider's obligations under this Contract, to the Council within five (5) Business Days.
- 13.5 If a complaint is received about the standard of the provision of the Services or about the manner in which any of the Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Service Provider's obligations under this Contract, then the Council may take any steps it considers reasonable in relation to that complaint, including investigating the complaint and discussing the complaint with the Service Provider and any Regulatory Body. Without prejudice to any other rights the Council may have under this Contract, the Council may, in its sole discretion, uphold the complaint and take any action provided for under this Contract.

14. CO-OPERATION

- 14.1 The Parties shall at all times act in good faith towards each other.

15. WARRANTIES AND REPRESENTATIONS

- 15.1 The Service Provider warrants, represents and undertakes to the Council that as at the Commencement Date:
- 15.1.1 the Service Provider has full capacity and authority to enter into and perform its obligations under this Contract and that this Contract is executed by a duly authorised representative of the Service Provider;
- 15.1.2 the Service Provider is validly authorised and the obligations expressed as being assumed by it under this Contract constitute valid and binding obligations on its part enforceable against it in accordance with its terms;
- 15.1.3 neither the execution of this Contract by the Service Provider nor the performance or observation of any of its obligations under it will:
- (i) conflict with or result in any breach of any law or enactment or any deed, agreement or other instrument, obligation or duty to which the Service Provider and its assets are bound; or
 - (ii) cause any limitation on any of the powers whatsoever of the Service Provider or on the right or ability of any directors of the Service Provider to exercise such powers, to be exceeded;
- 15.1.4 the Service Provider is not in default of:
- (i) any law or enactment; or

- (ii) any deed, agreement or other instrument or obligation by which it is bound so as to affect adversely its ability to perform its obligations under this Contract;
- 15.1.5 the Service Provider has all of the Consents in place to provide the Services and the Council shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same;
 - 15.1.6 the Service Provider has obtained all consents required in connection with execution, delivery, issue, validity or enforceability of this Contract and none have been withdrawn;
 - 15.1.7 all material information supplied by the Service Provider to the Council is, to the best of its knowledge and belief, true and accurate and it is not aware of any material facts or circumstances which have not been disclosed to the Council which would, if disclosed, be likely to have an adverse effect on a reasonable public sector entity's decision whether or not to contract with the Service Provider substantially on the terms of this Contract;
 - 15.1.8 to the best of the Service Provider's knowledge, there is no litigation or administrative or arbitration proceeding before any court, tribunal, government authority or arbitrator presently taking place in any country, pending or (to its knowledge, information and belief) threatened against, or against any of the Service Provider's assets which might have a material adverse effect on either of its business, assets, condition or operations or might affect adversely its ability to perform its obligations under this Contract;
 - 15.1.9 there has been no material adverse change in the Service Provider's business, assets, operations, data security policies and controls or prospects since the Service Provider entered into this Contract;
 - 15.1.10 to the best of the Service Provider's knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Contract.
 - 15.1.11 no order has been made and no resolution has been passed for the winding up of the Service Provider or for a provisional liquidator to be appointed in respect of the Service Provider and no petition has been presented and no meeting has been convened for the purpose of winding up the Service Provider;
 - 15.1.12 no administration order has been made and no petition for such an order has been presented in respect of the Service Provider, nor has any administrator been appointed in respect of the Service Provider, nor has any notice of intention to appoint any such administrator been given, nor have any steps been taken by any person (including the Service Provider, or any directors) to appoint any such administrator;
 - 15.1.13 no person has appointed or threatened to appoint a receiver (including any administrative receiver) in respect of the Service Provider's assets.
 - 15.1.14 the Service Provider is not insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 and has not stopped payment of its debts as they fall due;

15.1.15 no voluntary arrangement has been proposed under section 1 Insolvency Act 1986 in respect of the Service Provider;

15.1.16 no circumstances have arisen (so far as the Service Provider is aware) which are likely to result in:

(i) a contract or transaction to which the Service Provider is party being set aside; or

(ii) a third party claim involving any asset owned or used by the Service Provider being made under sections 238 or 339 (transactions at undervalue) or 239 or 340 (preferences) of the Insolvency Act 1986; and

15.1.17 all Staff assigned to the provision of the Services possess and exercise such qualifications, skills and experience as are necessary for the proper performance of such services.

16. VARIATIONS

16.1 This Contract may not be amended or varied other than in accordance with this clause 16.

16.2 Either Party may from time to time during the term of this Contract, by written notice to the other Party, request a Variation. A notice of Variation shall set out in as much detail as is reasonably practicable the proposed change(s) to the scope and/or nature of the Services, the method of delivering the Services and/or the amendment(s) to the terms of this Contract.

16.3 Where a notice of Variation is issued by the Council, the Service Provider shall only be entitled to reject the notice of Variation (and refuse to implement the Variation) where:

16.3.1 the proposed Variation would materially and adversely affect the risks to the health and safety of any person;

16.3.2 the proposed Variation would require the Services to be performed in a manner that infringes any Law; or

16.3.3 the Service Provider can demonstrate to the Council's reasonable satisfaction that the proposed Variation is technically impossible to implement or would require the Service Provider to provide the Services at a loss.

16.4 Without prejudice to clause 16.3, neither Party shall be entitled to reject any Variation (or any part thereof) to the extent that the same is necessary to give effect to a change in Law.

16.5 Any change to the Charges resulting from a Variation must be calculated on the basis that the relevant change must leave the Service Provider in a no better and no worse position following implementation of the Variation, provided that where a Variation is proposed to reduce the scope of the Services, the Service Provider's sole entitlement to compensation in respect of loss of revenue and profit shall be an entitlement to be paid its lost profit in relation to the cancelled Services for a period not exceeding six (6) months following the date of implementation of the Variation (and the Service Provider shall have no entitlement to claim or recover any other form of compensation in respect

of lost profit or lost revenue).

- 16.6 No Variation to this Contract will be valid or of any effect unless agreed in writing by the Council's Representative (or his or her nominee) and the Service Provider's Representative (or his or her nominee).

17. ASSIGNMENT AND SUB-CONTRACTING

- 17.1 The Service Provider shall not assign, delegate, transfer, sub-contract, charge, novate or otherwise dispose of all or any of its rights or obligations under this Contract without the Council in writing:

17.1.1 consenting to the appointment of the sub-contractor (such consent not to be unreasonably withheld or delayed); and

17.1.2 approving the sub-contract arrangements (such approval not to be unreasonably withheld or delayed).

- 17.2 The Council's consent to sub-contracting under clause 17.1 will not relieve the Service Provider of its liability to the Council for the proper performance of any of its obligations under this Contract and the Service Provider shall be responsible for the acts, defaults or neglect of any Sub-contractor, or its employees or agents in all respects as if they were the acts, defaults or neglect of the Service Provider.

- 17.3 The Council may assign, transfer, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the consent of the Service Provider.

18. AUDIT AND INSPECTION

- 18.1 The Service Provider shall comply with all reasonable written requests made by the Council for entry to the Service Provider's Premises for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services, and for information relating to the provision of the Services. The Service Provider may only refuse such request to enter the Service Provider's Premises and/or the premises of any Sub-contractor where the Council is satisfied that such access would adversely affect the provision of the Services or, the privacy or dignity of a Service User.

- 18.2 Within ten (10) Business Days of the Council's reasonable request, the Service Provider shall send the Council a verified copy of the results of any audit, evaluation, inspection, investigation or research in relation to the Services, or services of a similar nature to the Services delivered by the Service Provider, to which the Service Provider has access and which it can disclose in accordance with the Law.

- 18.3 The Council shall use its reasonable endeavours to ensure that the conduct of any audit or inspection does not unreasonably disrupt the Service Provider or delay the provision of the Services.

- 18.4 During any audit or inspection undertaken under clause 18.1, the Service Provider shall provide the Council with all reasonable co-operation and assistance in relation to that audit or inspection, including:

18.4.1 all reasonable information requested within the scope of the audit;

- 18.4.2 reasonable access to the Service Provider's Premises or any related Service Provider or sub-contractor accommodation; and
 - 18.4.3 access to the Staff.
- 18.5 If an audit or inspection identifies that:
- 18.5.1 the Service Provider has failed to perform its obligations under this Contract in any material manner, the Parties shall agree and implement a Performance Improvement Plan. If the Service Provider's failure relates to a failure to provide any information to the Council about the Charges, proposed charges or the Service Provider's costs, then the Performance Improvement Plan shall include a requirement for the provision of all such information;
 - 18.5.2 the Council has overpaid any Charges, the Council may either deduct the relevant amount overpaid from the next payment scheduled to be made to the Service Provider in accordance with the Payment Schedule or require the Service Provider to pay to the Council the relevant amount overpaid as a debt within nineteen (19) days of receipt of a notice from the Council; and
 - 18.5.3 the Council has underpaid any Charges, the Council shall pay to the Service Provider the amount of the underpayment (less the cost of audit incurred by the Council if this was due to a default by the Service Provider in relation to invoicing) within thirty (30) days of receipt of an Invoice in respect of the relevant amount.

19. INDEMNITIES, INSURANCE AND LIABILITY

- 19.1 The Service Provider shall be responsible for, and shall release and indemnify the Council on demand from and against all liability for Losses whatsoever and howsoever arising in respect of, or in any way arising out of, the provision of the Services, in relation to:
- 19.1.1 death or personal injury;
 - 19.1.2 loss of, or damage to, any property including property belonging to the Council;
- to the extent that it may arise out of any act, default or negligence of the Service Provider, its employees or agents (other than the Council, its employees or sub-contractors).
- 19.2 Subject to clause 19.3, the Service Provider shall affect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the Service Providers obligations and liabilities under this Contract, including but not limited to:
- 19.2.1 professional indemnity insurance with a limit of liability of not less than two million pounds (£2,000,000); and
 - 19.2.2 public liability insurance with a limit of liability of not less than five million pounds (£5,000,000); and
 - 19.2.3 employers liability insurance with a limit of liability of not less than five million pounds (£5,000,000),

for any one occurrence or series of occurrences arising under any one event.

- 19.3 The Service Provider shall hold and maintain the insurances set out in clause 19.2 above for a minimum of six (6) years following the expiration or earlier termination of this Contract.
- 19.4 The Service Provider shall procure that any sub-contractors of the Service Provider maintain like insurance cover to that required to be maintained by the Service Provider under this Contract and any such other insurance cover as may from time to time be reasonably required by the Council.
- 19.5 The provision of any insurance or the amount or limit of cover will not relieve or limit the Service Provider's liabilities under this Contract.
- 19.6 Nothing in this Contract will exclude or limit the liability of either Party for:
- 19.6.1 death or personal injury caused by its negligence; or
- 19.6.2 fraud or fraudulent misrepresentation.
- 19.7 Subject to clause 19.6, neither Party shall be liable to the other Party for any Indirect Losses pursuant to or in connection with this Contract.

20. DISPUTE RESOLUTION

- 20.1 The Parties shall initially attempt to resolve any Disputes by the Parties Representatives negotiating in good faith within ten (10) Business Days.
- 20.2 In the event that the dispute or difference cannot be resolved pursuant to clause 20.1 within ten (10) Business Days of the date of notification of the Dispute the matter shall be referred to the Head of Service for the Council and a Director for the Service Provider who shall work together in good faith to resolve the Dispute within ten (10) Business Days of the meeting at which the Dispute is discussed following referral by the Parties Representatives.
- 20.3 In the absence of resolution in accordance with clause 20.1 or 20.2 above the Dispute may be referred by agreement of both Parties to a single mediator to be appointed in accordance with the mediation procedures of the Centre for Effective Dispute Resolution (CEDR) Model Mediation procedure 2001 or such later edition as may be in force from time to time or such other organisation which provides mediation services. The mediator shall be agreed upon by the Parties.
- 20.4 All costs of mediation shall be borne equally by the Parties unless otherwise directed by the mediator.
- 20.5 The submission of a Dispute to mediation by either Party shall not limit the right of either Party to commence any proceedings in any court of competent jurisdiction in England and Wales.

21. PERFORMANCE REVIEW

21.1 Start-Up Meeting

- 21.1.1 Prior to the commencement of this Contract, the Council Representative and the Service Provider Representative shall attend a Start-Up Meeting.

21.1.2 The Start-Up Meeting shall take place at the Council's premises unless otherwise agreed between the Parties.

21.2 Operational Contract Review Meetings

21.2.1 The Council and the Service Provider shall review and monitor performance of this Contract and consider any other matters reasonably required by either Party at the Operational Contract Review Meetings, with a maximum of four (4) Operational Contract Review Meetings during the Contract, the first after a maximum of two (2) training course deliveries (i.e. following Cohort 1 delivery), with three (3) further Organisational Contract Review Meetings to be agreed between the Parties.

21.2.2 The Service Provider shall submit to the Council any agenda items to be discussed at a Operational Contract Review Meeting no less than five (5) Business Days prior to the date of the Operational Contract Review Meeting.

21.2.3 The Service Provider shall provide to the Council a Performance Report no less than ten (10) Business Days prior to the date of the Operational Contract Review Meeting.

21.2.4 The Service Provider acknowledges and accepts that the Council may, at its absolute discretion, publish the Performance Reports (subject to the removal or redaction of any Confidential Information) from time to time.

21.3 Notwithstanding clauses 21.2 above if either the Council or the Service Provider reasonably considers a circumstance constitutes an emergency or otherwise requires immediate resolution that Party may by notice require that an emergency Strategic Review Meeting be held as soon as practicable and in any event within five (5) Business Days following receipt of that notice by the other Party.

21.4 Performance Improvement Plan

21.4.1 Without prejudice to clause 23 of this Contract, in the event that the Service Provider commits a breach of this Contract which has an adverse effect on the Services or any Service User, the Council may (without prejudice to any other rights or remedies that it may have under this Contract, including terminating this Contract for a Service Provider Termination Event) serve a written notice on the Service Provider requiring the Service Provider to submit a draft Performance Improvement Plan to the Council detailing why the breach has occurred and how it will be remedied within ten (10) Business Days of receipt of Council's notice.

21.4.2 The Council shall confirm whether the draft Performance Improvement Plan is approved or rejected within ten (10) Business Days of receipt and, if rejected, shall provide reasons for the rejection. If the Council rejects the proposed draft Performance Improvement Plan, the Service Provider shall promptly amend the draft Performance Improvement Plan to take account of the Council's reasons for rejection and resubmit to the for Council for approval. Thereafter, the procedure set out in this clause 21.4.2 shall be reapplied until the draft Performance Improvement Plan is approved by the Council. Once the draft Performance Improvement Plan has been approved by the Council, it shall be

implemented by the Service Provider in accordance with its terms.

21.4.3 If the Service Provider fails to implement an approved Performance Improvement Plan in accordance with its terms, this will constitute a Material Breach for the purposes of this Contract.

21.4.4 If the Council exercises its rights under this clause 21.2, the Service Provider shall indemnify the Council in respect of any Losses directly and reasonably incurred by the Council in respect of the breach which is subject to the Performance Improvement Plan.

22. SUSPENSION AND CONSEQUENCES OF SUSPENSION

22.1 A suspension event shall have occurred if:

22.1.1 the Council reasonably considers that a breach by the Service Provider of any obligation under this Contract:

- (i) may create an immediate and serious threat to the health or safety of any Service User; or
- (ii) may result in a material interruption in the provision of any one or more of the Services;

22.1.2 clause 22.1.1 does not apply, but the Council, acting reasonably, considers that the circumstances constitute an emergency, (which may include a Force Majeure Event) affecting provision of a Service or Services;

22.1.3 the Service Provider is prevented, or will be prevented, from providing a Service due to the termination, suspension, restriction or variation of any Consent; or

22.1.4 a Regulatory Body commences an investigation into any activities of the Service Provider which relate to or are connected with the provision of the Services,

(each a 'Suspension Event').

22.2 Where a Suspension Event occurs:

22.2.1 the Council may by written notice to the Service Provider and with immediate effect suspend (subject to clause 22.5) any affected Service, or the provision of any affected Service, until the Service Provider demonstrates to the reasonable satisfaction of the Council that it is able to and will perform the suspended Service to the required standard; and

22.2.2 where the Council exercises its rights under clause 22.2, the Service Provider must where applicable promptly notify any relevant Regulatory Body of the suspension.

22.3 During the suspension of any Service under clause 22.2, the Service Provider must comply with any steps the Council reasonably specifies in order to remedy the Suspension Event, including where the Council's decision to suspend pursuant to clause 22.2 has been referred to dispute resolution under clause 20. The period of suspension shall continue until the Council notifies the Service Provider in writing that the Service

Provider has demonstrated to the reasonable satisfaction of the Council that it is able to and will perform the suspended Service to the required standard.

22.4 During the suspension of any Service under clause 22.2, the Service Provider will not be entitled to claim or receive any payment for the suspended Service except in respect of:

22.4.1 any part of the suspended Service the delivery of which took place before the date on which the relevant suspension became effective in accordance with clause 22.2; and

22.4.2 any part of the suspended Service which the Service Provider is required to continue to provide pursuant to clause 22.5.

22.5 The Parties must use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users as a result of the suspension of the Service. In particular, the Service Provider shall be required to continue to provide any element(s) of the suspended Services which may be necessary to preserve the health, safety and welfare of any Service User, provided that the Service Provider notifies the Council immediately of the steps being taken and the reasons why those steps are required.

22.6 Except where suspension occurs by reason of a Force Majeure Event, the Service Provider must indemnify the Council in respect of any Losses directly and reasonably incurred by the Council in respect of that suspension (including for the avoidance of doubt Losses incurred in commissioning or performing the suspended Service(s)).

22.7 Following suspension of a Service the Service Provider must at the reasonable request of the Council and for a reasonable period:

22.7.1 co-operate fully with the Council in order to ensure continuity and a smooth transfer of the suspended Service and to avoid any inconvenience to or risk to the health and safety of Service Users, employees of the Council or members of the public; and

22.7.2 at the cost of the Service Provider:

(i) promptly provide all reasonable assistance and all information necessary to affect an orderly assumption of the suspended Service by a replacement provider;

(ii) deliver to the Council all materials, papers, documents and operating manuals owned by the Council and used by the Service Provider in the provision of the suspended Service; and

(iii) promptly provide all reasonable assistance and all information necessary to affect an orderly resumption of the suspended Service by the Service at the end of the period of suspension.

23. TERMINATION FOR SERVICE PROVIDER TERMINATION EVENTS

23.1 Subject to clause 23.3, if a Service Provider Termination Event has occurred and the Council wishes to terminate this Contract in whole or in part it must serve a Termination Notice on the Service Provider.

- 23.2 Any Termination Notice submitted pursuant to clause 23.1 must specify:
- 23.2.1 the type and nature of Service Provider Termination Event that has occurred, giving reasonable details; and
 - 23.2.2 that, in the case of a Remediable Material Breach, all or the identified parts of this Contract will terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Business Days after the date of the Termination Notice) unless the Service Provider rectifies the Remediable Material Breach prior to the date specified in the Termination Notice (which shall be a minimum of five (5) Business Days prior to the date stated for termination in the Termination Notice); or
 - 23.2.3 that, in the case of any other Service Provider Termination Event (including any Material Breach which is not a Remediable Material Breach), all or the identified parts of this Contract will terminate on the day falling twenty (20) Business Days after the date the Service Provider receives the Termination Notice.
- 23.3 If, in the case of a Remediable Material Breach, the Service Provider rectifies the Remediable Material Breach within the time period specified in the Termination Notice, the Termination Notice will be deemed to be revoked and this Contract will continue.
- 23.4 If, in the case of a Remediable Material Breach, the Service Provider fails to rectify the Remediable Material Breach within the time period specified in the Termination Notice, all or the identified parts of this Contract will terminate on the date set out in the College Termination Notice.
- 23.5 *Persistent Breach*
- 23.5.1 If a particular breach of this Contract has continued for more than ten (10) Business Days or occurred more than two (2) times in any rolling six (6) month period then the Council may serve a notice on the Service Provider:
 - (i) specifying that it is a formal warning notice;
 - (ii) giving reasonable details of the breach; and
 - (iii) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.
 - 23.5.2 A warning notice may not be served in respect of any breach which has previously been counted in the making of a separate warning notice.
 - 23.5.3 If, following service of a warning notice, the breach specified has continued for a further five (5) Business Days or has recurred in the three (3) month period after the date of service, this will constitute a Persistent Breach entitling the Council to exercise its rights to terminate this Contract in whole or in part.
- 23.6 *Change in Control*

- 23.6.1 The Service Provider shall notify the Council immediately if the Service Provider undergoes a change in Control and provided this does not contravene any Law, shall notify the Council immediately in writing of any circumstances suggesting that a change in Control is planned or in contemplation. The Council may terminate this Contract by notice within six (6) months of:
- (i) being notified in writing that a change in Control has occurred or is planned or in contemplation; or
 - (ii) where no notification has been made, the date that the Council becomes aware of the change in Control,
- if it believes, acting reasonably, that such change in Control is likely to have an adverse effect on the performance of the Services, but it shall not be permitted to terminate this where the Council's approval of the change in Control was granted prior to the change in Control occurring.
- 23.7 The rights of the Council (to terminate this Contract or otherwise) under this clause 23 are in addition (and without prejudice) to any other right or remedy which the Council may have to claim the amount of Loss or damage suffered by the Council on account of the acts or omissions of the Service Provider or to take any action other than termination of this Contract.
- 23.8 The Service Provider acknowledges and agrees that termination of this Contract for a Service Provider Termination Event shall be deemed to be a termination for breach of condition and the Council shall be entitled to claim its Direct Losses in respect of such termination as flowing from the relevant breach of condition, including any costs reasonably incurred by the Council in connection with making other arrangements for the supply of services equivalent to the Services for a period equivalent to remainder of the term of this Contract (assuming for these purposes only that the Contract had not been terminated).
- 23.9 In the event that the Council elects to terminate part of this Contract only pursuant to this clause 23, it shall serve a notice of Variation on the Service Provider requiring the implementation of a Variation to remove the terminated Services from the scope of this Contract. Notwithstanding the provisions of clause 16 the Service Provider shall not be entitled to:
- 23.9.1 reject any such Variation; or
 - 23.9.2 increase the Charges in respect of any Services which have not been terminated.

24. TERMINATION FOR COUNCIL TERMINATION EVENT

- 24.1 The Service Provider shall not exercise, or purport to exercise, any right to terminate this Contract (or accept any repudiation of this Contract) except as expressly set out in this Contract.
- 24.2 If a Council Termination Event has occurred and the Service Provider wishes to terminate this Contract, the Service Provider must serve a Termination Notice on the Council within twenty (20) Business Days of becoming aware of the occurrence of the Council Termination Event.

- 24.3 The Termination Notice must specify the type of Council Termination Event which has occurred entitling the Service Provider to terminate.
- 24.4 This Contract will terminate on the day falling twenty (20) Business Days after the date the Council receives the Service Provider's Termination Notice, unless the Council rectifies the Council Termination Event within twenty (20) Business Days of receipt of the Service Provider's Termination Notice.
- 24.5 The Service Provider acknowledges and agrees that its sole entitlement to compensation for loss of revenue and profit following the termination of this Contract for a Council Termination Event shall be an entitlement to be paid a percentage of the course fee as follows:
- cancellation within 5-6 months of course start date - 35%
 - cancellation within 3-4 months of course start date - 50%
 - cancellation within 1-2 months of course start date - 90%

for a period not exceeding six (6) months following the date of termination of this Contract (and the Service Provider shall have no entitlement to claim or recover any other form of compensation in respect of lost profit or lost revenue).

25. OTHER TERMINATION

Termination for Continuing Force Majeure Event

- 25.1 Without prejudice to clauses 22 and 33, either Party may, by written notice to the other, terminate this Contract in the event that a Force Majeure Event occurs which prevents a Party from performing all or a substantial part of its obligations under this Contract for a continuous period of more than thirty (30) Business Days.

Termination Without Cause

- 25.2 Either party may terminate this Contract by providing the other Party not less than 3 (three) months' notice in writing.

26. CONSEQUENCES OF EXPIRY OR TERMINATION

- 26.1 On the expiry or termination of this Contract the Service Provider must co-operate fully with the Council to migrate the Services in an orderly manner.
- 26.2 In the event of termination or expiry of this Contract, the Service Provider shall cease to use the Council's Confidential Information and on the earlier of the receipt of the Council's written instructions or twelve (12) months after the date of expiry or termination, either return all copies of the Confidential Information to the Council or destroy all copies of the Confidential Information, as required by the Council.
- 26.3 The Parties acknowledge and agree that any clauses, paragraphs or other provisions of this Contract which are stated to, or by implication are intended to, survive the termination or expiry of this Contract shall continue to have effect and bind the parties until the date specified in the relevant clause, paragraph or other provision or (if not date is specified) the date which is six (6) years following the date of termination or expiry of this Contract.

27. COUNTER-FRAUD AND SECURITY MANAGEMENT

- 27.1 The Service Provider must put in place and maintain appropriate counter fraud and security management arrangements.
- 27.2 The Service Provider must take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Service Provider, in connection with the receipt of monies from the Council.
- 27.3 The Service Provider must notify the Council immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 27.4 If the Service Provider or its Staff commits Fraud in relation to this Contract or any other contract with the Council, this will constitute a Service Provider Termination Event entitling the Council to terminate this Contract by written notice to the Service Provider with immediate effect (and terminate any other contract the Service Provider has with the Council).

28. CONFIDENTIALITY; DATA PROTECTION AND FREEDOM OF INFORMATION

28.1 CONFIDENTIALITY

- 28.1.1 Except where otherwise provided for in this Contract, Confidential Information is owned by the Party that discloses it (the "Disclosing Party") and the Party that receives it (the "Receiving Party") has no right to use it.
- 28.1.2 Subject to clauses 28.1.3 and 28.1.4, the Receiving Party agrees:
- (a) to use the Disclosing Party's Confidential Information only in connection with the Receiving Party's performance under this Contract;
 - (b) not to disclose the Disclosing Party's Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and
 - (c) to maintain the confidentiality of the Disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.
- 28.1.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:
- (a) in connection with any dispute resolution under clause 20 (Dispute Resolution);
 - (b) in connection with any litigation between the Parties;
 - (c) to comply with the law;
 - (d) to its staff, consultants and sub-contractors, who shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party's duty set out in clause 28.1.2;
 - (e) to comply with a regulatory bodies request.
- 28.1.4 The obligations in clause 28.1.1 and clause 28.1.2 will not apply to any Confidential Information which:
- (a) is in or comes into the public domain other than by breach of this Contract;
 - (b) the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or

- (c) the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.

28.1.5 The obligations in clause 28.1 and clause 28.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the Council or of any committee, sub-committee or joint committee of the Council or is related to an executive decision of the Council and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the Council shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 as amended to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Service Provider and where reasonably practicable shall consider any representations made by the Service Provider.

28.2 INFORMATION GOVERNANCE AND DATA PROTECTION

28.2.1 The Parties must comply with Data Protection Legislation, Data Guidance, the FOIA and the EIR, and must assist each other as necessary to enable each other to comply with these obligations.

28.2.2 The Service Provider must comply with and must demonstrate satisfactory compliance with clause 28.2.1 above.

28.2.3 The Service Provider must:

- (a) The Service Provider must work with any incumbent provider to ensure safe transition of information and data relating to the families and support for the families through an agreed hand over process.
- (b) nominate an Information Governance Lead; and
- (c) ensure that the Council is kept informed at all times of the identities and contact details of the Information Governance Lead.

28.2.4 If the Service Provider is required under Data Protection Legislation to notify the Information Commissioner or a Data Subject of a Personal Data Breach then within 48 hours of the breach occurring the Service Provider must inform the Council of the Personal Data Breach, and if the Service Provider will report the breach to the Information Commissioner within seventy two (72) hours as is required within the Data Protection Legislation.

28.2.5 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 28.2 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

28.2.6 Whether or not a Party or Sub-Contractor is a Data Controller or Data Processor will be determined in accordance with Data Protection Legislation and any further Data Guidance. The Parties acknowledge that a Party or Sub-Contractor may act as both a Data Controller and a Data Processor, or a Joint Data Controller.

28.2.7 Without prejudice to the generality of clause 28.2, the Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful

transfer of the Personal Data to the Service Provider for the duration and purposes of this Contract.

- 28.2.8 Where required under Data Protection legislation, the Service Provider shall ensure that it has a Privacy Notice or Consent Notice in place.
- 28.2.9 Any failure by the Service Provider to inform individuals as required by Data Protection Legislation or Data Guidance about the uses of Personal Data that may take place under this Contract cannot be relied on by the Services Provider as evidence that such use is unlawful and therefore not contractually required.
- 28.2.10 Without prejudice to the generality of clause 28.2, the Service Provider must ensure that all Personal Data processed by or on behalf of the Service Provider in the course of delivering the Services is processed in accordance with the relevant Parties' obligations under Data Protection Legislation and Data Guidance. The Service Provider shall:
- (a) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (b) not transfer any Personal Data outside of the UK unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - (i) the Council or the Service Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Service Provider complies with the reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
 - (c) notify the Council as soon as reasonably practicable if it receives:
 - (i) a request from a Data Subject to have access to that individual's Personal Data;
 - (ii) Right of Access, Rectification or Erasure Request;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);

- (d) at the Service Provider's expense, assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) at the written direction of the Council, delete or return Personal Data and copies thereof to the individual or the Council on termination or expiry of this Contract unless required by the Applicable Laws to store the Personal Data;
- (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 28.2 and allow for audits by the Council or the Council's designated auditor pursuant to clause 18 (Audit and Inspection).

28.2.11 Where the Council requires information for the purposes of quality management, the Service Provider must consider whether the Council's request can be met by providing anonymised or aggregated data which does not contain Personal Data. Where Personal Data must be shared in order to meet the requirements of the Council, the Service Provider must:

- (a) provide such information in pseudonymised form where possible; and in any event
- (b) ensure that there is a legal basis for the sharing of Personal Data.

28.2.12 Subject always to clause 17 (Assignment and Sub-Contracting), if the Service Provider is to engage any Sub-Contractor to deliver any part of the Services (other than as a Data Processor) and the Sub-Contractor is to access personal or confidential information or interact with individuals, the Service Provider must impose on its Sub-Contractor obligations that are no less onerous than the obligations imposed on the Service Provider by this clause 28.2.

28.2.13 The Service Provider shall indemnify the Council against any Losses incurred by the Council arising from, or in connection with, any breach of the Service Provider's obligations under this clause 28.2.

28.2.14 Notwithstanding any other provision of this Contract, where the Service Provider commits a Personal Data Breach which under Data Protection Legislation must be notified to the Information Commissioner and/or to an individual the Council may terminate this Contract with immediate effect.

28.3 FREEDOM OF INFORMATION AND TRANSPARENCY

28.3.1 The Parties acknowledge their respective duties under the FOIA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

28.3.2 If the Service Provider is not a public authority, the Service Provider acknowledges that the Council is subject to the requirements of the FOIA and will assist and co-operate with the Council to enable the Council to comply with its disclosure obligations under the FOIA. Accordingly, the Service Provider agrees:

- (a) that this Contract and any other recorded information held by the Service Provider on the Council's behalf for the purposes of this Contract are subject to the obligations and commitments of the Council under the FOIA;

- (b) that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Council;
 - (c) that if the Service Provider receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the Council) and will promptly (and in any event within two (2) working days) transfer the request to the Council;
 - (d) that the Council, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Service Provider and this Contract either without consulting with the Service Provider, or following consultation with the Service Provider and having taken its views into account; and
 - (e) to assist the Council in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by an authority within five (5) working days of such request and without charge.
- 28.3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information.
- 28.3.4 Notwithstanding any other provision of this Contract, the Service Provider hereby consents to the publication of this Contract in its entirety including from time to time agreed changes to this Contract subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.
- 28.3.5 In preparing a copy of this Contract for publication pursuant to clause 28.1.4 the Council may consult with the Service Provider to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Council's absolute discretion.
- 28.3.6 The Service Provider shall assist and co-operate with the Council to enable the Council to publish this Contract.
- 28.3.7 In order to comply with the Government's policy on transparency in the areas of agreements and procurement the Council will be disclosing information on its website in relation to expenditure over £500 (five hundred pounds) in relation to this Contract. The information will include the Service Provider's name and the Charges paid. The Parties acknowledge that this information is not Confidential Information or commercially sensitive information.
- 28.3.8 The Service Provider shall comply with any requirements (including compliance with any appropriate information assurance scheme and the Computer Misuse Act 1990) in relation to its security policies, procedures and control of Confidential Information, Personal Data and Special Categories of Data.
- 28.3.9 The Service Provider shall be responsible for any costs associated with compliance with the provisions of this clause 28.

- 28.4 The Service Provider shall indemnify the Council and shall keep the Council indemnified against Losses and Indirect Losses suffered or incurred by the Council as a result of any breach of this clause 28.
- 28.5 The Parties acknowledge that damages may not be an adequate remedy for any breach of this clause 28, and in addition to any right to damages the Council shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this clause 28. This clause 28 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

29. PROHIBITED ACTS

- 29.1. The Service Provider represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:
- 29.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- 29.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 29.2 The Service Provider shall not during the term of this Contract:
- 29.2.1 commit a Prohibited Act; and/or
- 29.2.2 do or suffer anything to be done which would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 29.3 The Service Provider shall during the term of this Contract:
- 29.3.1 establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- 29.3.2 keep appropriate records of its compliance with its obligations under clause 29.3.1 and make such records available to the Council on request.
- 29.4 The Service Provider shall immediately notify the Council in writing if it becomes aware of any breach of clause 29.1 and/or 29.2, or has reason to believe that it has or any of the Staff have:
- 29.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- 29.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

- 29.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
- 29.5 If the Service Provider makes a notification to the Council pursuant to clause 29.4, the Service Provider shall respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit any books, records and/or any other relevant documentation in accordance with clause 18.
- 29.6 If the Service Provider is in default under clauses 29.1 and/or 29.2, the Council may by notice:
- 29.6.1 require the Service Provider to remove from performance of this Contract any Staff whose acts or omissions have caused the default; or
- 29.6.2 treat the default as a Service Provider Termination Event and exercise its rights pursuant to clause 23.
- 29.7 Any notice served by the Council under clause 29.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take.

30. TUPE

- 30.1 The Service Provider acknowledges that the Council has made no assurance about the effect of TUPE and has formed its own view on whether TUPE applies before executing this Contract. The Service Provider agrees that its quoted price shall not be varied on the grounds that TUPE does or does not apply, irrespective of the belief of the Council or the Service Provider prior to the execution of this Contract.
- 30.2 The Service Provider shall provide pension rights to Transferring Employees that are the same as or are broadly comparable to or better than those the Transferring Employees had prior to any transfer affected by the award of this Contract. The Service Provider, if applicable, shall consider seeking admitted body status with the Local Government Pension Scheme or applying to NHS Pensions for permission to employ people on a NHS Pension Scheme for those Transferring Employees that are members of such a scheme. Where applicable, the Service Provider shall comply with the Statement of Practice on Staff Transfers in the Public Sector (2000), the Code of Practice on Workforce Matters in Local Council Service Contracts, Best Value Authorities Staff Transfers (Pensions) Direction 2007 together with any other guidance and/or legislation that is issued from time to time.
- 30.3 No compensation or remuneration shall be payable by the Council, where the nature, extent, effect or character of any obligations acquired by the Service Provider under this Contract as a result of the effects of TUPE may be different from that envisaged.
- 30.4 The Council does not accept any responsibility for and gives no warranty in respect of the TUPE information which has been supplied to the Service Provider by the Council.
- 30.5 Where the Council has notified the Service Provider that it intends to tender or retender any of the Services, the Service Provider shall on written request of the Council and in any event within twenty (20) Business Days of that request (unless otherwise agreed in writing), provide the Council with all reasonably requested information on the Staff

engaged in the provision of the relevant Services to be tendered or retendered that may be subject to TUPE.

30.6 The Service Provider shall not in anticipation of the termination of this Contract change the identity of any of the employees engaged in providing the Services, increase or decrease the number of employees or vary any of the terms and conditions on which they are employed unless otherwise agreed in writing by the Council and shall indemnify and hold harmless the Council from and against any breach of this clause 30.

30.7 The Service Provider shall indemnify and keep indemnified the Council against any losses incurred by the Council arising from any act or omission by the Service Provider in connection with any claim or demand by any transferring employee under TUPE.

31. RECOVERY OF SUMS DUE TO THE COUNCIL

31.1 Whenever under this Contract any sum of money shall be recoverable from or payable by the Service Provider to the Council the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider under this Contract.

32. NOTICES

32.1 Any notices given under or in relation to this Contract shall be in writing by letter, (signed by or on behalf of the party giving it) sent by hand, post, registered post or by the recorded delivery service or by electronic mail (confirmed by letter) served on the Council or Service Provider Representative.

32.2 A notice shall be deemed to have been received:

32.2.1 if delivered personally, at the time of delivery;

32.2.2 in the case of pre-paid first class post, special or other recorded delivery, on the second Business Day after posting or at the time recorded by the delivery service, whichever is the sooner;

32.2.3 in the case of electronic communication, at the time of transmission, or, if this time falls outside business hours at 9.00am on the next Business Day.

32.3 In proving service, it shall be sufficient to prove that personal delivery was made, or (including for the purposes of electronic mail confirmation letter) that the envelope containing the notice was addressed to the relevant party set out in clause 32.2.2 (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post, special or other recorded delivery or pre-paid letter.

32.4 Either Party may change its address for service by serving a notice in accordance with this clause.

33. FORCE MAJEURE EVENTS

- 33.1 Without prejudice to clauses 22 and 25, neither Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party nor incur any liability to the other Party for any Losses incurred by that other Party to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by the occurrence of that Force Majeure Event. For the avoidance of doubt:
- 33.1.1 the Council shall not be entitled to terminate this Contract for a Service Provider Termination Event if such Service Provider Termination Event arises from a Force Majeure Event; and
- 33.1.2 the Service Provider shall not be entitled to receive the Charges in relation to any Services which are not provided as a result of a Force Majeure Event.
- 33.2 A Party may not claim relief if the Force Majeure Event is attributable to its wilful act or omission, neglect or failure to take reasonable precautions or make reasonable effort to prevent against the Force Majeure Event.
- 33.3 On the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected Party, and any action the affected Party proposes to take to mitigate its effect.
- 33.4 As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract.
- 33.5 The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Parties shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 33.6 The affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.

34. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

- 34.1 In performing its obligations under the Contract, the Service Provider shall:
- 34.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015;
- 34.1.2 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 34;

- 34.1.3 notify the Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract;
- 34.1.4 maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to the Customer in connection with this Contract and permit the Customer and its third-party representatives to inspect the Service Provider's premises, records, and to meet the Service Provider's personnel to audit the Service Provider's compliance with its obligations under this clause 34.
- 34.2 The Service Provider represents and warrants that at the date of this Contract it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 34.3 The Customer may terminate the Contract with immediate effect by giving written notice to the Service Provider if the Service Provider commits a breach of this clause 34.

35. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 35.1 Any rights of any person who is not a party to this Contract to enforce the terms of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

36. WAIVER

- 36.1 Any relaxation or delay by either Party in exercising any right under this Contract will not be taken as a waiver of that right and will not affect the ability of that Party subsequently to exercise that right.

37. EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY

- 37.1 Nothing in this Contract creates a partnership or joint venture or relationship of employer and employee or principal and agent between the Council and the Service Provider.

38. ENTIRE CONTRACT

- 38.1 This Contract constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Contract, except for any Contract entered into between the Council and the Service Provider which relates to the same or similar services to the Services and is designed to remain effective until the Commencement Date.

39. SEVERANCE

- 39.1 If any term or provision in this Contract shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Contract but the validity and enforcement of the remainder of this Contract shall not be affected.

40. COUNTERPARTS

40.1 This Contract may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.

41. GOVERNING LAW AND JURISDICTION

41.1 This Contract will be governed by and interpreted in accordance with English law and will be subject to the exclusive jurisdiction of the Courts of England and Wales.

41.2 Subject to the provisions of clause 20, the Parties agree that the courts of England have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Contract.

IN WITNESS whereof this Contract has been signed by the Parties hereto and is intended to be and is hereby delivered on the day and year first above written.

SIGNED on behalf of)
THE CORNWALL COUNCIL)

Signed: ... *J. L Pethick*
Authorised Officer: Head of Service, Best Start Community health and Wellbeing.
Print Name: Jodie Pethick

SIGNED on behalf of)
EARLYYES LIMITED)

Signed: *Kathel Parcoe* *29.08.2023*
Director

Print Name: *KACHEL PARCOE*

APPENDIX 1

SPECIFICATION

Hello, I've been highly recommended you're training from our colleagues in Specialist Perinatal mental health team and our specialist Parent-infant relationship service (Thriving together) in Cornwall. They have suggested that the babies in our Mind training would be highly supportive of our health visiting service in Cornwall. Would it be possible to discuss costs as we wouldn't be able to put all the team through the training in 1 cohort and would need to consider a few cohorts. Really look forward to hearing from you. Many thanks Natasha Anstice - Specialist HV Perinatal and Infant Mental Health

APPENDIX 2

COUNCIL REPRESENTATIVE AND SERVICE PROVIDER REPRESENTATIVE

Council Representative:

Name: Natasha Anstice

Address: Cornwall Council
Together For Families
New County Hall
Truro
TR1 3AY

Email: Natasha.anstice@cornwall.gov.uk

Telephone: 01872 323055

Service Provider Representative:

Name: Rachel Pardoe
Address: 35 Beauchamp Road
Bishopston
Bristol
BS7 8LQ

Email: earlyyes.ltd@gmail.com

Telephone: 07758 519607

APPENDIX 3

PAYMENT SCHEDULE

Payments shall be made in arrears after submission of an invoice for the training provided after each of the eight (8) cohorts.

Eight (8) payments of nine thousand five hundred pounds (£9,500) over the course of the contract and in accordance with clause 10 of this Contract.

The total Charges are seventy six thousand pounds (£76,000).

APPENDIX 4

REQUEST FOR QUOTATION - SUBMISSION

Amended quote: Agreed to deliver Babies In Our Minds (BIOM) training in 8 cohorts of 25 people.

EarlyYES Ltd. has agreed with HV Managers (meeting 19 May 2023) to provide between September 2023 to 31 March 2025, 8 BIOM courses of 25 practitioners per course (total 200 staff). This is instead of the initial 7 courses for 28-30 practitioners, as in the draft Delivery Schedule discussed with Faye Young in February 2023.

EarlyYES Ltd is willing to provide the 8th course at no additional cost.

Costs: £380 pp; £9,500 per cohort. Total contract Value £76,000.

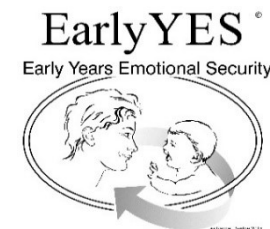
Below is a **revised Quote for Appendix 4**, confirming the **8 cohorts**, and payment after delivery of each cohort, as agreed (my original quote stated 'payment in advance').

Training fees will not be reduced if fewer participants are recruited to the training, or fewer than 25 attend each course.

Delivery schedule: dates to end March 2024 have been confirmed with HV managers; dates September 2024-February 2025 are proposed in the attached Schedule.

Cornwall Council staff will be in charge of recruitment, liaising with the Service Provider, emailing course information to practitioners, and any additional administrative course delivery tasks required by the Council.

***Babies In Our Minds: working therapeutically with parents and infants
to promote secure attachment and parental mentalisation***



<https://www.earlyyes.co.uk>

Course Organiser and Lead Trainer: Rachel Pardoe

Registered Child and Adolescent Psychotherapist & VIG Supervisor

Online delivery **200** Practitioners in the Cornwall Health Visiting Service
Delivery to 8 x cohorts of 25 practitioners

Dates **September 2023 - March 2025 (dates as agreed with commissioner)**
Modules are delivered on 3 full days, across 5-6 weeks
(Gaps between modules allow time for putting theory into practice, and skill development)

Costs & Scheduling	Days	Cost pp
Week 1 Module 1	1.0 Infant Brain Development + Observation/Recording Skills	
Week 3 Module 2	1.0 Attachment in Practice - the importance of early positive relationships	
Week 5 Module 3	0.5 Watching & Waiting – promoting parental attunement through infant-led play	
Week 5 Module 4	0.5 Exploring intergenerational transmission + key steps in parent-infant interventions	
	<u>3.0</u>	<u>£400</u>
	Discount	£380
	Total:	£76,000

Course fees cover course management and delivery by Rachel Pardoe + Co-Trainer

- Liaison with commissioner and admin staff
- Electronic provision of course materials and handouts
- Comprehensive Evaluation Report for each course, based on Google Form surveys

Invoices & Payment

- Payment after delivery of each cohort, as agreed with commissioner
- No refund of fees if less than 200 staff are recruited to the training

Cancellation or postponement of delivery:

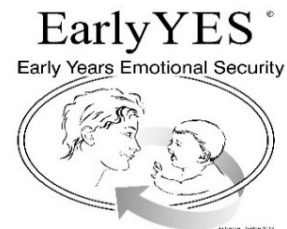
- EarlyYES cannot guarantee to offer alternative course dates if a course is cancelled

Local admin staff

- Will be in charge of recruitment, liaising with Trainer, emailing course information to practitioners, and any additional administrative tasks required by the commissioners

Contact: Rachel Pardoe: 07758 519607
earlyyes.ltd@gmail.com

**EarlyYES Babies In Our Minds - Training Delivery Schedule
Cornwall Health Visiting Service**



Practitioners **200**
Cohorts x 8 **25** Max. no. practitioners in each

Period of delivery **September 2023 - 31 March 2025**

Agreed dates 19.5.2023	Cohort 1	Tuesday 26 September Tuesday 10 October Tuesday 31 October	2023
	Cohort 2	Tuesday 14 November Tuesday 28 November Tuesday 12 December	2024
	Cohort 3	Tuesday 9 January Tuesday 23 January Tuesday 6 February	2024
	Cohort 4	Tuesday 20 February Tuesday 5 March Tuesday 19 March	2024
	Cohort 5	Tuesday 17 September Tuesday 1 October Tuesday 15 October	2024
	Cohort 6	Tuesday 5 November Tuesday 19 November Tuesday 3 December	2024

**Provision dates to be agreed with
HV Service managers**

EarlyYES Babies In Our Minds - Training Schedule Updated 6.7.2023

Cohort 7	Tuesday 12 November	2024
	Tuesday 26 November	
	Tuesday 10 December	
Cohort 8	Tuesday 14 January	2025
	Tuesday 28 January	
	Tuesday 11 February	

Exact dates to be finalised with the commissioner - at least 6 months in advance.

Timing

Each training day runs from 9.00 - 16.30

Contact:

Rachel Pardoe: 07758 519607
Director, EarlyYES Ltd.
earlyyes.ltd@gmail.com

Information governance questions – EarlyYes 070381

On Wed, 9 Aug 2023 at 15:35, Bex Rawbone <Bex.Rawbone@cornwall.gov.uk> wrote:

Information Classification: CONFIDENTIAL

Hi Rachel

I met with our Information Governance service this afternoon to put forward your request/preferences re: e-storage space for training.

The following points and questions were raised which require your feedback on:

1. Please confirm that data stored will be non-identifiable and non-service user related, to ensure privacy protection and confidentiality. Please ensure that all staff are aware prior to access.

The data storage is for the purposes of administering the training. There is no service user information. The data will include practitioner lists that the HV service puts together - with names, professions and email addresses (see attached template).

We will also use the e-storage (rather than emailing documents) to store Training information such as Programmes, Schedules etc. None of this information has practitioner details.

I suggest that it is the responsibility of the HV service when recruiting practitioners to make them aware that their names, professions and email addresses will be stored on a central storage facility, to which EarlyYES Ltd. has access, and that EarlyYES Ltd trainers may contact practitioners via email during the training (for example, where a practitioner has to miss part of a training day, but would like 'catch-up' information). Alternatively, all emailing can be done via the HV Service administrator without any direct email contact between Trainers and practitioners.

2. Will the training sessions be records? (Please note: if sessions are recorded this would increase the risk of any potential data breach)

The BIOM training sessions will not be recorded.

3. Please confirm that data discussed in the chat facility (via the training platform) will be non-identifiable and non-service user related. Please ensure that all staff are aware of this at the beginning of each training session.

The Zoom chat comments (with the practitioner names as on Zoom) can be saved by the trainers - we only do this where there has been useful feedback or comments we need to take into account in the training delivery, or Evaluation Report. There is no service user information.

4. What is location of your current Google Drive server?

Here is the link for a Test folder on the BIOM Google Drive.

<https://drive.google.com/drive/folders/1Q6YEGRSxg9IXMjUppiGW9BZ12UiltG2-?usp=sharing> We will set up a folder on the Drive for each Cohort - to store handouts and training information as the course progresses. Some of this information will be specific to the cohort (for example a summary of a reflective practice discussion). There will be no service user information.

5. How long a period will EarlyYES store data for (i.e. staff names, email addresses and role) – ideally this needs to be no longer than 6 months following the training

All data can be deleted within 6 months. It is up to the HV service if they wish to keep copies of practitioner lists.

If you could let me know this information asap for me to proceed with the request. I will update the necessary teams within our Cornwall.

Additionally with your permission, would you be happy for your responses to be added as an additional Appendix within the Terms document?

Yes I agree to my responses above being added as an additional Appendix within the Terms document

Many thanks, Bex

Bex Rawbone | Project Officer | Family Hubs – Start for Life

Cornwall Council | Best Start, Community Health and Wellbeing Service

Bex.Rawbone@cornwall.gov.uk | Tel: 01872 322222 | Mob: 07742 766914

www.cornwall.gov.uk/togetherforfamilies | 'Onen hag oll'



This e-mail and attachments are intended for above named only and may be confidential. If they have come to you in error you must take no action based on them, nor must you copy or show them to anyone; please e-mail us immediately at enquiries@cornwall.gov.uk. Please note that this e-mail may be subject to recording and/or monitoring in accordance with the relevant legislation and may need to be disclosed under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004. Security Warning: It is the responsibility of the recipient to ensure that this e-mail and any attachments are virus free. The Authority will not accept liability for any damage caused by a virus.