

## STANDARD CONDITIONS OF CONTRACT: SERVICES



### APPENDIX B

#### CONDITIONS OF CONTRACT – DRUG & ALCOHOL RECOVERY SERVICES

##### PROVISION OF DRUG & ALCOHOL SERVICES BASED AT NEW HOPE 16/17 Market Street Bracknell Berks RG12 1JG

**THIS CONTRACT** is made the *Tba* day of *Tba* 20  
**BETWEEN BRACKNELL FOREST BOROUGH COUNCIL** of Easthampstead  
House Town Square Bracknell Berkshire (hereinafter referred to as “the Council”) of  
the one part and [ *Tba* ] whose registered  
office is situate at [ ] (hereinafter referred  
to as “the Contractor”) of the other part

#### WHEREAS:-

- (1) The Contractor has agreed to provide the Services to the Council as detailed in this Contract

#### NOW IT IS AGREED AS FOLLOWS:-

These conditions may only be varied with the written agreement of the Council. No terms or conditions put forward at any time by the Contractor shall form any part of the Contract.

#### A. GENERAL CONDITIONS

The provisions of the Council's Standard Conditions of Contract: Services, Issue dated: May 2015 shall apply to this Contract as follows:-

##### 1. Definitions

Shall apply subject to the following.

The following Definitions shall be amended to read:

“**Contractor**” means the Prime Provider. The Prime Provider is the individual or group providing the Services

“**Services**” means the provision of support to the People who use the Services in accordance with the Specification and further in accordance with this Contract and any documents contained or referred to herein

“**Specifications**” means the enclosed Specification at Attachment B together with the outcome definitions contained at Attachment C

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The following Definitions shall be added:

**“Contracts Manager”** means the Head of Drug & Alcohol Services at New Hope, 16/17 Market Street, Bracknell, Berks, RG12 1JG

**“People who use the Service”** means the individuals receiving the Services

**“Recovery Plan”** means the programme of care to be provided to People who use the Services, as agreed by the Council with or on behalf of the individual in each case

**“Tariff”** means the maximum amount payable to the Contractor for the provision of Services. The tariff attached to each person who uses the Services in respect of the outcomes that have been agreed will be calculated as detailed at Schedule E (Tariffs) and Schedule F (Profiling Tool).

### 2. The Services

Shall apply with the addition of:

- 2.6 The Contractor will have a non-exclusive and revocable licence to occupy and operate the Services from the Drug and Alcohol Action Team Office which, as of the Commencement Date, is based at New Hope 16/17 Market Street Bracknell Berks RG12 1JG. The location of the Drug and Alcohol Action Team Office may change during the Term or any Extension. The Contractor will have access to most areas of the building. This includes facilities for some meetings and therapy/group sessions. The Council will provide desks and telephones up to a maximum of ten. There will be no charge to the Contractor for rent of the premises or utility costs. However, the Council will monitor utility usage on a quarterly basis. Any increase in costs will be investigated by the Council, and if in the reasonable opinion of the Council utility costs generated by the Contractor are excessive, the Council reserves the right to re-charge the Contractor for the additional costs.
- 2.7 In particular the Contractor agrees that it shall recruit trained and competent staff within each skill level to provide the Services to the level required by the Contract, including setting up sufficient arrangements to provide cover for long term staff sickness or any other absence
- 2.8 The Contractor must meet current legal requirements for staff that have contact with young people and/or vulnerable adults. The Contractor should follow accepted and recognised best practice in recruitment, selection, training and employment practices when employing staff and this may include the following as appropriate to the staff member being recruited and in line with their terms and conditions of employment. (Not all of the following may apply to all members of staff):
- take up a minimum of two appropriate and verified references (one shall usually be the most recent employer) prior to employment of all staff;
  - ensure that the legal employment status of the employee is established and that they are who they say they are;
  - that staff hold a complete CV/employment history with no unexplained gaps for all members of staff;
  - that copies of the appropriate qualification certificates for all members of staff are retained on file;
  - that original copies of all documentation from employees are viewed and that copies of these are retained on file;
  - that at the commencement of any period of employment checks are undertaken with the Disclosure and Barring Service at enhanced level of disclosure, for all staff of the Contractor who

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

have contact with young people and/or vulnerable adults; for the purposes of clarity, no check undertaken by anyone other than the current employer is acceptable. The Council requires a renewed check every 3 years. The Contractor has full responsibility for their workforce and for ensuring employee suitability for each post;

- that information on staff is referred to the Disclosure and Barring Service where that Contractor removes permission for such staff to carry out the Services (or would have if such staff had not otherwise ceased to carry out the Services) because, in its opinion, such staff has harmed or poses a risk of harm to the People who use the Services/vulnerable adults
- that people who use the Services and staff are informed that personal gifts to staff are not permitted, except small token presents, which must be authorised by the registered manager;
- that all staff receive appropriate training in relation to safeguarding adults and child protection to the appropriate level for the role of the member of staff and this is renewed at such intervals appropriate to their professional role and as a minimum every three years,
- that all staff receive training in relation to their role to support the execution of their duties and to ensure all health, safety and professional training needs are met.

### **3. Amendments to the Contract**

Shall apply

### **4. Inspection of Premises and Nature of Services**

Shall apply subject to the following change:-

4.2 shall read: The Council shall at the request of the Contractor grant such access as may be reasonable for this purpose, subject to prior arrangement with the Council.

### **5. Contractor Status**

Shall apply

### **6. Contractors Personnel**

Shall apply subject to the following changes:-

6.5 shall read: By law, all organisations that provide Regulated Activities, as listed in Schedule 1 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010, must be registered with the Care Quality Commission (CQC). Where a Contractor is required to be registered with CQC, they shall notify the Council immediately in the event:-

- 6.5.1 that the Contractor intends to de-register
- 6.5.2 that CQC suspend or cancel registration
- 6.5.3 the Contract shall terminate forthwith with or without written notice in these circumstances

### **7. Manner of Carrying Out the Services**

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Shall apply

### **8. Time of Performance**

Shall apply

### **9. Rejection of Services**

Shall apply

### **10. Intellectual Property**

Shall apply

### **11. Payment Provisions**

Shall not apply to this Contract, but substitute C1 in Special Conditions

### **12. Access to Premises**

Shall apply

### **13. Health and Safety**

Shall apply

### **14. Indemnity Insurance**

Shall apply subject to the following changes and additions:

14.2.1 shall read: The Contractor shall obtain Employers Liability insurance cover in the sum of not less than £2 million in respect of any such personal injury to or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such person's employment.

14.2.3 shall be added: medical malpractice insurance for the sum of not less than £1 million for any one incident and unlimited in total, unless otherwise agreed with the Council in writing and detailed in the Contract

14.3 shall read: In the event that as part of the provision of the Services the Contractor is providing professional advice to the Council then the Contractor shall for the Term of the Contract and for a period of three years from the date of satisfactory completion of the Services have and keep in force professional indemnity insurance in the sum of no less than £1 million

### **15. Equal Opportunities**

Shall apply

### **16. Termination**

Shall apply, subject to the following changes and additions:-

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

- 16.1 The Council may terminate the Contract by giving the Contractor at least three months prior written notice (or shorter period by written, mutual consent)

And with the addition of the following:-

- 16.6 The Council may terminate this Contract in accordance with 16.1 or reduce the funding (with commensurate changes in the Services) to the Contractor upon giving no less than three month's written notice if the grant funding is insufficient to continue funding the Services.
- 16.7 The Council may terminate this Contract forthwith upon written notice (or upon such period of notice as the Council deems appropriate) if a vulnerable adults complaint is upheld against the Contractor or any member of the Contractor's staff and that the complaint is deemed sufficiently serious to raise concerns that the Contractor or member of staff is competent to fulfil the remainder of the contractual requirements. The Council reserves the right to suspend the Services whilst any investigation into a serious allegation takes place and, in such circumstances, the Council shall only make payment to the Contractor for Services satisfactorily performed up to the date of suspension
- 16.8 The Council may terminate this Contract forthwith upon notice if the Contractor fails to comply with the Berkshire Inter Agency Procedures and Guidelines for Responding to the Abuse of Vulnerable Adults
- 16.9 The Council shall have the right to terminate the Contract without notice in the event that the Contractor, for any reason, fails to maintain its CQC registration. Condition 6.5 above refers.

### **17. Default**

Shall apply

### **18. Recovery of Sums Due**

Shall apply

### **19. Notices**

Shall apply

### **20. Assignment and Sub-Contracting**

Shall apply with the addition of the following:-

- 20.5 Notwithstanding the provisions of Clause 20 hereof, the Contractor shall be permitted to sub contract the Services or hire agency staff to cover the absence of permanent staff subject to written approval from the Head of Drug & Alcohol Services or the DAAT Team Leader

### **21. Data Protection**

Shall apply with the addition of the following:

- 21.4 In addition to the provisions of Clause 21 hereof, the parties hereby agree to comply with the Information Sharing Protocol at Schedule 10

### **22. Standards**

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Shall apply

### **23. Bribery and Corruption**

Shall apply

### **24. Human Rights**

Shall apply

### **25. No Rights of Third Parties**

Shall apply

### **26. Waiver**

Shall apply

### **27. Freedom of Information**

Shall apply

### **28. TUPE**

Shall apply

### **29. Contractor's Property**

Shall apply

### **30. Confidentiality**

Shall apply

### **31. Term**

Shall apply, subject to the following:-

- 31.2 This Contract may be extended by the Council giving no less than two months written notice to the Contractor before the end of the initial Term. Such period of extension shall be at the discretion of the Council but shall in any event be for a period of no more than three further periods of 12 months. upon agreement by the parties of the Tariffs for the period of each extension. Any agreement to extend the Contract and the details of the Tariffs agreed will be subject to confirmation in writing by both parties.

### **32. Dispute Resolution**

Shall apply

### **33. Governing Law**

Shall apply

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

### **Attachment A – Protection of Vulnerable Groups**

Shall apply with the addition of:

- A1.7 The Contractor shall follow the Berkshire Safeguarding Adults Policy and Good Practice Guidance Manual and those of the Care Quality Commission Adult Protection Protocol detailed under “Role of the ‘Registered Manager’” or any amended protocol thereunder or any relevant superseding protocol. Copies of this document can be found at:  
<http://berksadultsg.proceduresonline.com/index.htm> (subject to change)

### **B. ATTACHMENTS**

The following attachments shall apply to this Contract:-

**Appendix A- The Council’s Standard Conditions of Contract: Services, Issue dated: May 2015**

**Appendix B – Specification**

**Appendix C – Outcomes**

**Appendix D – Freedom of Information**

**Appendix E – Tariffs**

**Appendix F – Profiling Tool**

**Appendix G – Evaluation Spreadsheet**

**Appendix H – TUPE Information**

**Appendix I – TUPE Information**

### **C. SPECIAL CONDITIONS**

In addition, the following Special Conditions shall also apply to this Contract:-

#### **C1. PAYMENT TERMS**

- C1.1 The Tariffs detailed at Appendix E shall remain fixed for the initial twelve months of the Contract. Funding for all subsequent years of the initial Term will be subject to annual budget decisions, which at this stage are expected to result in future funding being fixed at current levels, but this cannot be guaranteed. The Price will be determined by the payment by results activity. The lower value is anticipated to be approximately £340,000, with a maximum value not to exceed £420,000.
- C1.2 If Value Added Tax is applicable then the Contractor shall send to the Council an invoice for each monthly period that will show the tax separately on all invoices as an extra charge.
- C1.3 The Council will advise the Contractor the amounts payable each month in accordance with Attachments E and F. Payment for each month shall be made in arrears within 30 days of the receipt of the invoice, subject to certification of satisfactory performance by the Contracts Manager or their authorised nominee.
- C1.4 The people who are in treatment on the transfer date will not be subject to Payment by Results. This includes young people and adults. For this cohort there will be a fixed contract price of £225 per person. Payments will be made in twelve equal instalments during the first twelve months of the Contract. There will also be a nominal payment of £25 made for each person successfully completing treatment. This payment will be payable when the person successfully completes treatment. Payments for this condition C1.4 will be made upon receipt of a correct invoice which the Contractor will submit separately to that detailed in condition C1.3. Payments will be made in arrears within 30 days of the receipt of the invoice.

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- C1.5 The Contractor may but is not obliged to charge interest at the rate of 2% above Lloyds base lending rate on any late payment save where any payment is properly disputed.
- C1.6 Payment shall not operate as a waiver of any rights of the Council under the Contract. The Council reserves the right to make a deduction from any payment where the Contractor has been in breach of the Contract provided that the deduction shall be commensurate with the breach and notified by the Council to the Contractor in writing.
- C1.7 In the event that the Contract shall be suspended in accordance with the provisions of condition 16 hereof, no payment will be made to the Contractor for the period of such suspension.
- C1.8 The Council may withhold all or part of any payment due hereunder if the Council is not for any reason satisfied with the Services to which payment relates.

### **C2. MONITORING & REVIEW**

- C2.1 The Contractor shall allow appropriate members of the Council's staff reasonable access to any premises of the Contractor at any time. Notice will not necessarily be given to the Contractor.
- C2.2 The Contractor shall make available records of the Services provided to People who use the Services as required in the Specification and any other information reasonably required by the Council to monitor the performance of the Contract on a monthly basis during the first year of the Term which may be subject to review.
- C2.3 The Council shall be entitled to carry out a review of the Services provided under this Contract at any reasonable time. Unless there are exceptional circumstances there will be a period of not less than six months between reviews. The Contractor shall participate as reasonably required in any review of the Services.

## **SIGNED BY THE PARTIES TO THE CONTRACT**

Signed  
by  
the duly authorised officer of  
**BRACKNELL FOREST BOROUGH  
COUNCIL**

Signed  
by  
on behalf of



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**ISSUE DATED: MAY 2015**

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Attachment A – Protection of Vulnerable Groups

## STANDARD CONDITIONS OF CONTRACT: SERVICES

**THIS CONTRACT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
**BETWEEN BRACKNELL FOREST BOROUGH COUNCIL** of Easthampstead  
House Town Square Bracknell Berkshire (hereinafter referred to as “the Council”) of  
the one part and [ \_\_\_\_\_ ] whose registered office  
is situate at [ \_\_\_\_\_ ] (hereinafter referred to as  
“the Contractor”) of the other part

### WHEREAS:-

- (1) The Contractor has agreed to provide the Services to the Council as detailed in this Contract

### NOW IT IS AGREED AS FOLLOWS:-

These conditions may only be varied with the written agreement of the Council. No terms or conditions put forward at any time by the Contractor shall form any part of the Contract.

#### 1 Definitions

In these conditions:-

“Commencement Date” means the date of commencement of this Contract which shall be [ \_\_\_\_\_ ]

“Contract” means the Contract between the Council and the Contractor consisting of these conditions, the Specifications and any other documents or parts thereof specified in the Contract;

“Contractor” means the person firm or company detailed in the Contract to whom this contract is issued;

“Contractors Response” means the Contractors Response dated [ \_\_\_\_\_ ] to the Invitation to Tender;

“Council” means Bracknell Forest Borough Council;

“Employees” means the following employees of the Contractor  
[ \_\_\_\_\_ ];

“Invitation to Tender” means the Invitation to Tender of the Council dated  
[ \_\_\_\_\_ ];

“IP” means all intellectual property rights of whatsoever nature including (without limiting the generality of the foregoing) copyright (and rights in the nature of copyright), design rights, database rights, trade marks, patents and patentable inventions (and the right to apply for any of the foregoing);

“Mediator” means the neutral person agreed and appointed by the Parties to facilitate the resolution of a contractual dispute;

“Premises” means the location where the Services are to be performed as specified in the Contract;

“Price” means the price for the Services detailed in the Contract;

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“Prohibited Act” means the following which constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
- (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;
- (b) 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;
- (c) committing any offence:
  - (i) under the Bribery Act 2010;
  - (ii) under legislation creating offences concerning fraudulent acts;
  - (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council;
- or
- (iv) defrauding, attempting to defraud or conspiring to defraud the Council.

“Services” means the services to be provided as specified in this Contract and shall, where the context so admits, include any materials articles and goods to be supplied thereunder

“Specifications” means the technical and other specifications, plans, drawings, examples, patterns and any other document or material issued or agreed by the Council relating to the Services as may be specified in this Contract.

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

“Term” means the term of this Contract commencing on the Commencement Date and terminating upon [ ] unless extended in accordance with the provisions of this Contract

As used in this Contract the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.

A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, enactment, order, regulation or instrument as contained in an subsequent re-enactment thereof.

A reference to any document shall be construed as a reference to the document as at the date of execution of this Contract.

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Each party shall comply with any express obligation in this Contract to comply with any document, statute, enactment, order, regulation or other similar instrument that is referred to in this Contract.

Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

In respect of all Services to be supplied by the Contractor in accordance with the Specifications and Contract the following conditions shall apply:-

### **2     The Services**

2.1     This Contract is for the supply of Services by the Contractor to the Council in the manner specified and at any place specified in the Contract.

2.2     The Services shall be provided to the reasonable satisfaction of the Council and shall conform in all respects with the Specifications, with any particulars described in this Contract or any agreed variations thereto confirmed in writing between the parties

2.3     The Contractor shall carry out the Services using the highest standard of skill and care which is ordinarily exercised by experienced and competent suppliers performing the services of a similar nature to the Services.

2.4     Where Services include the provision of goods, material or plant these shall be of satisfactory quality and fit for any purpose specified or made known to the Contractor in writing by the Council during this Contract.

2.5     The Contractor shall:-

2.5.1   provide to the satisfaction of the Council such appropriately qualified and experienced staff including, where appropriate, Employees named in the Contractors Response, as shall be necessary for the proper execution of the Services and shall not remove or replace such persons without the prior written approval of the Council. The Council shall reserve the right to interview or review any Employees proposed by the Contractor prior to such approval;

2.5.2   ensure that all persons involved in delivering the Services are sufficiently instructed with regard to the Services as specified in this Contract;

2.5.3   satisfy itself that the information, including documentation, provided by the Council is adequate and will not prejudice the performance of any of the Contractor's obligations under this Contract. The Contractor undertakes to inform the Council immediately of any inadequacy whereupon the Council engage with the Contractor with a view to resolving the inadequacy;

2.5.4   have due regard to the Council's policies or other matters which the Council has disclosed to the Contractor;

### **3     Amendments to the Contract**

3.1     This Contract shall not be varied or amended unless such variation or amendment is agreed in writing by duly authorised representatives of the Council and the Contractor.

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

### **4 Inspection of Premises and nature of Services**

4.1 The Contractor is deemed to have inspected the Premises before giving its quotation or tender so as to have understood the nature and extent of the Services to be carried out and satisfied itself in relation to all matters connected with the Services and Premises

4.2 The Council shall at the request of the Contractor grant such access as may be reasonable for this purpose

### **5 Contractor status**

5.1 In carrying out the Services the Contractor shall be acting as principal and not as the agent of the Council. Accordingly:-

5.1.1 the Contractor shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Council; and

5.1.2 nothing in this Contract shall impose any liability on the Council in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Council to the Contractor that may arise by virtue of either a breach of this Contract or any negligence on the part of the Council its staff or agents

### **6 Contractors personnel**

6.1 The Contractor shall take the steps reasonably required by the Council to prevent unauthorised persons being admitted to the Premises. If the Council gives the Contractor notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from the involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and, if required by the Council, the Contractor shall replace any person moved under this condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered

6.2 If and when instructed by the Council the Contractor shall give to the Council a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Council may reasonably require

6.3 The decision of the Council as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Contractor has furnished the information or taken the steps required by it under this condition shall be final and conclusive

6.4 The Contractor shall bear the cost of any notice instruction or decision of the Council under this condition

6.5 In the event that the Contractor is required under the Contract to undertake a regulated activity, as defined by the Safeguarding Vulnerable Groups Act 2006, as amended by the Protection of Freedoms Act 2012 the provisions of Attachment A hereto ( Protection of Vulnerable Groups) shall apply. The Contractor shall

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undertake to co-operate fully with the Council should the above become necessary, and shall agree to organise such checks as may reasonably be required by the Council. The Council undertakes to give the Contractor reasonable notice of any such requirements.

### **7 Manner of carrying out the Services**

7.1 The Contractor shall make no delivery of materials plant or other things nor commence any work on the Premises without obtaining the Council's prior consent

7.2 Access to the Premises shall not be exclusive to the Contractor but only such as shall enable it to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as the Council may reasonably require

7.3 The Council shall have the power at any time during the progress of the Services to order in writing:-

7.3.1 the removal from the Premises of any materials which in the opinion of the Council are either hazardous noxious or not in accordance with the Contract, and/or

7.3.2 the substitution of proper and suitable materials, and/or

7.3.3 the removal and proper re-execution of any work which in respect of material or workmanship is not in the opinion of the Council in accordance with the Contract

7.4 On completion of the Services the Contractor shall remove its plant equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition

### **8 Time of performance**

8.1 The Contractor shall begin performing the Services on the date stated in the Contract and shall complete them by the date stated in the Contract or continue to perform them for the period stated in the Contract (whichever is applicable). Time of performance is of the essence in this Contract. The Council may by written notice require the Contractor to execute the Services in such order as the Council may decide. In the absence of such notice the Contractor shall submit any detailed programs of work and progress reports as the Council may from time to time require

### **9 Rejection of Services**

9.1 The Council may by notice to reject any Services which it does not consider to have been carried out in accordance with the Contract and the Contractor shall, without prejudice to the Council's other rights, promptly and at its own expense, remedy the deficiency identified in the Services as required by the Council.

9.2 If the Contractor fails to remedy the deficiency promptly in accordance with the Council's notice, the Council may remedy or cause to be remedied any deficiency at the Contractor's cost.

### **10 Intellectual Property**

10.1 All patents, copyright and other IP rights in all documents (including but not limited to drawings, working notes and books), transparencies, prints, photographs,

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negatives, tapes, discs, software information or other items created or supplied by the Council to the Contractor in connection to this Contract shall remain the property of the Council. All originals and copies thereof shall be delivered to the Council upon provision of written notice to the Contractor and the Supplier shall be required to certify that none are retained in its possession.

10.2 Without prejudice to any pre-existing rights of third-parties or of the Contractor, all patents, copyright and other IP rights arising from the performance of the Services shall vest in the Council and the Contractor waives in favour of the Council all rights therein.

10.3 The ownership of and sole right to the copyright in any document prepared by the Contractor in connection with this Contract shall vest in the Council from the outset.

10.4 The Contractor shall not have the right to use any data, reports, drawings, specifications, designs, inventions, plans, programs or other material referred to in clause 10.1 and under clause 10.3 for its own commercial purposes except upon obtaining the prior written consent of the Council and then only upon such terms as may be imposed in connection therewith.

10.5 It shall be a condition of the Contract that, except to the extent that the execution of the Services incorporate designs furnished by the Council, the Services will not infringe any patent, trade mark, registered design, copyright or other right in the nature of IP of any third party and the Contractor shall indemnify the Council against all actions, suits, claims, demands, losses, charges, costs and expenses which the Council may suffer or incur as a result of or in connection with any breach of this Condition.

10.6 All IP rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patents, patterns, models, designs or other material:-

10.6.1 prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract shall belong to the Council, and the Contractor shall not and shall procure that the Contractor's employees, servants, agents, suppliers and sub-contractors shall not (except when necessary for the implementation of the Contract) without the prior written consent of the Council, use or disclose any such IP and IP rights, or any other information (whether or not relevant to this Contract) which the Contractor may obtain in performing the Contract except information which is in the public domain.

10.7 Upon the termination of the Contract the Contractor shall immediately return to the Council all material, work or records held, including any back up media.

10.8 The provisions of this Condition shall apply during the continuance of this Contract and for no less than 6 years after its expiry or termination.

## 11 **Payment Provisions**

11.1 Unless otherwise stated in the Contract payment of invoices which the Council has determined are valid and undisputed will be made within 30 days of the date of receipt and agreement of such invoices, submitted monthly in arrears, for work completed to the satisfaction of the Council.

11.2 Where the Contractor submits invoices to the Council in accordance with condition 11.1 the Council will consider and verify such invoices in a timely fashion. In the event that the Council fails to comply with this undertaking and there is an

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undue delay in considering and verifying any invoice, the invoice will be regarded as valid and undisputed for the purposes of condition 11.1 after a reasonable time has passed.

11.3 If the Council fails to pay any amount payable by it under this Contract, the Contractor shall be entitled but not obliged to charge the Council interest on the overdue amount from the due date up to the date of actual payment at the rate of two percent above the base rate for the time being of Lloyds TSB Bank plc

11.4 Value Added Tax where applicable will be shown separately on all invoices as a net extra charge

11.5 No increase in the Price will be accepted by the Council unless agreed by the Council in writing before the execution of the Contract and detailed therein

11.6 The Council may withhold all or part of any payment due hereunder if the Council is not for any reason satisfied with the Services to which the payment relates.

### **12 Access to Premises**

12.1 Any access to Premises and any labour and equipment that may be provided by the Council in connection with provision of Services shall be provided without acceptance by the Council of any liability whatsoever and the Contractor shall indemnify the Council in respect of any actions claims demands charges losses costs and expenses which the Council may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Contractor or any of its sub-contractors

12.2 Where any access to the Premises is necessary in connection with delivery or installation or the provision of Services the Contractor and its sub-contractors shall at all times comply with the reasonable security requirements of the Council

### **13 Health and Safety**

13.1 The Contractor shall in performing the Contract adopt safe methods of work in order to protect the health and safety of its own employees the employees of the Council and of all other persons including members of the public and shall comply with the requirements of the Health & Safety at Work Act 1974, the Management of Health & Safety Regulations 1992, the Control of Substances Hazardous to Health (COSHH) Regulations 1988 and 1994 and the Road Traffic Act 1988, HSE guidance notes and approved Code of Practice and of any other Acts Regulations Orders or any European Directive pertaining to the health and safety of persons and shall have regard to the Council's health and safety policy

13.2 The Contractor shall, prior to the commencement date of this Contract provide to the Council on request with a written copy of its health and safety working procedures relating to the performance of the Contract.

13.3 The Contractor shall review its health and safety policy and safe working procedures as often as may be necessary and in the light of changing legislation or working practices and shall notify the Council in writing of any such revisions if required by the Council. The Council may require the Contractor to amend its health and safety policy and safe working procedures to comply with any change in legislation or working practices.



## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

13.4 The Contractor shall advise the Council of the name address and telephone number of the person within his organisation responsible for health and safety and welfare matters.

13.5 The Contractor shall be responsible for ensuring compliance (and that of any sub-contractor) with aforementioned safety policies.

### **14 Indemnity Insurance**

14.1 Without prejudice to any rights or remedies of the Council (including the Council's rights and indemnities pursuant to the Contract the Contractor shall indemnify the Council against all actions claims demands losses charges costs and expenses which the Council may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the performance by the Contractor of the Services or the negligent or wrongful act or omission of the Contractor

14.2 The Contractor shall have in force and shall require any sub-contractor to have in force:-

14.2.1 employers liability insurance in accordance with any legal requirements for the time being in force; and

14.2.2 public liability insurance for such sum and range of cover as the Contractor deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these conditions in the sum of not less than £5 million for any one incident and unlimited in total, unless otherwise agreed by the Council in writing and detailed in the Contract.

14.3 In the event that as part of the provision of the Services the Contractor is providing professional advice to the Council then the Contractor shall for the term of the Contract and for a period of three years from the date of satisfactory completion of the Services have and keep in force professional indemnity insurance in the sum of no less than £2,000,000 or such other sum as shall be detailed on the Contract

14.4 The policy or policies of insurance referred to in condition 14.2 shall be shown to the Council whenever it requests together with satisfactory evidence of payment of premiums

### **15 Equal Opportunities**

15.1 The Contractor shall ensure that its Terms and Conditions of Employment and its policies and procedures relating to employment comply with all current legislation other legal requirements and codes of practice published by all relevant recognised bodies including but not limited to:-

ACAS

The Equalities and Human Rights Commission

The Department of Communities and Local Government

The Department for Business, Enterprise and Regulatory Reform

and shall upon request furnish the Council with such evidence of compliance with the same as the Council shall specify and require

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

15.2 The Contractor shall not discriminate or permit any employee or agent of the Contractor to discriminate in any way against any person on the basis of race gender disability age religion belief or sexual orientation or in any other way prohibited by law and shall comply at all times at its own expense with any requirements made by the Council to be observed by contractors in its policies to promote equality and diversity.

15.3 The Contractor shall comply with the Council's policies made pursuant to the Equality Act 2010 and for the promotion of equality and diversity published from time to time and shall if required to do so produce evidence satisfactory to the Council that the performance of the contract is consistent with and in accordance with those policies

15.4 The Contractor shall be able to demonstrate that where appropriate (bearing in mind the nature of the Services to be provided) that those Services are accessible and delivered in a way that is appropriate to meet the needs of those people that the Services are intended to benefit

15.5 If required by the Council the Contractor shall prepare and monitor a plan to deliver fair and equal access to the Services to ensure delivery of the Services in accordance with condition 15.4 above and shall make this plan available to the Council upon request. The Contractor shall make such reasonable changes to his plan as may reasonably be required by the Council to ensure compliance with condition 15.4 above. Where relevant to the contract and as agreed between the contractor and the Council, the Contractor shall also be expected to monitor the representation within its workforce and provide the Council with a breakdown of job applicants and workforce on the basis of race gender disability age religion or belief

15.6 The Contractor shall ensure that its staff are properly trained in respect of the matters detailed in this clause to ensure compliance with the Contractor's duties relating to equality and diversity and fair access in the Contract

### **16 Termination**

16.1 The Council may terminate the Contract by giving the Contractor at least [30] days prior written notice and such termination shall not affect the Council's obligation to pay for any Services to be performed up to the date of termination. The Council shall indemnify the Contractor against any direct, verifiable and non-recoverable costs which the Contractor has reasonably and properly incurred in connection with the Contract to the extent to which they would represent an unavoidable loss by the Contractor by reason of the termination of the Contract under this condition 16.1.

16.2 The Contractor shall notify the Council in writing immediately upon the occurrence of any of the following events:-

16.2.1 where the Contractor is an individual and if a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or

16.2.2 where the Contractor is not an individual but is a firm or a number of persons acting together in any capacity if any event in (16.2.1) or (16.2.3) of this condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or

## STANDARD CONDITIONS OF CONTRACT: SERVICES

16.2.3 where the Contractor is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the Court makes an administration order or a winding up order, or the company makes a composition or arrangement with its creditors or an administrative receiver, receiver or manager is appointed by a creditor or by the Court, or possession is taken of any of its property under the terms of a charge

16.3 On the occurrence of any of the events described in condition 16.2 or if the Contractor shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 30 days of being required by the Council in writing to do so, or where the Contractor is an individual if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983 the Council shall be entitled to terminate this Contract by notice to the Contractor with immediate effect

16.4 In accordance with the provisions of the Public Contracts Regulations 2015 (PCR 2015), the Council may terminate this Contract by notice to the Contractor with immediate effect in the event that any one of the following grounds occur:-

16.4.1 The Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of PCR 2015;

16.4.2 The Contractor has, at the time of Contract award, been in one of the situations described in Regulation 57(1) of PCR 2015, including the additional provisions of Regulation 57(2), and should therefore have been excluded from the procurement procedure on mandatory exclusion grounds;

16.4.3 The Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

16.5 Termination under this condition 16 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Council

## 17 **Default**

17.1 If the Contractor fails to deliver the Services or any portion thereof within the time specified in the Specifications or otherwise in accordance with the requirements of the Contract the Council shall be at liberty without prejudice to any other remedy for breach of contract and without prejudice to any further conditions detailed herein to determine the Contract either wholly or to the extent of such default and to purchase other Services as the case may be of the same or similar description to make good:-

17.1.1 such default; or

17.1.2 in the event of the Contract being wholly determined the Services remaining to be delivered

17.2 If the amount by which the costs of purchasing such other services exceeds the amount which would have been payable to the Contractor for them if they had

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

been delivered in accordance with the Contract will be recoverable from the Contractor

### **18 Recovery of sums due**

18.1 Wherever under this Contract any sum of money is recoverable from or payable by the Contractor that sum may be deducted from any sum then due or which at any later time may become due to the Contractor under this Contract or under any other agreement or contract with the Council

### **19 Notices**

19.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or e-mail to the address of the relevant party set out in the Contract, or such other address as that party may from time to time notify to the other party in accordance with this clause:

19.2 Notices served as above shall be deemed served on the working day of delivery provided delivery is before 5.00pm on a working day. Otherwise delivery shall be deemed to occur on the next working day. An email shall be deemed delivered when sent unless an error message is received.

19.3 Notices under may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery.

### **20 Assignment and sub-contracting**

20.1 The Contractor is prohibited from transferring or assigning directly or indirectly to any person or persons whatsoever any portion of the Contract without written permission given on behalf of the Council by its duly authorised representative. Sub-contracting is prohibited without the consent of the Council

20.2 The Contractor shall be responsible for the observance of this requirement by sub-contractors employed in the execution of the Contract

20.3 Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:

- a) provisions having the same effect as conditions 11.1 and 11.2 of this Contract; and
- b) a provision requiring the counterparty to that Sub-Contract which it awards provisions having the same effect as conditions 11.1 and 11.2 of this Contract

20.4 In the event that the Council permits the Contractor to Sub-Contract all or part of the provision of the Services the Contractor shall remain and continue to remain liable for the work of the sub-contractor

### **21 Data Protection**

21.1 The Contractor shall (and shall procure that any of its Contractor's Personnel involved in the provision of the agreement shall) comply with any notification requirements under the Data Protection Act 1998 and shall duly observe all obligations under that Act, which arise in connection with the Contract.

21.2 Notwithstanding the general obligation in condition 21.1, where the Contractor is processing Personal Data as a Data Processor for the Council, the Contractor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or

## STANDARD CONDITIONS OF CONTRACT: SERVICES

damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Act; and

(a) provide the Council with such information as the Council may reasonably require to satisfy itself that the Contractor is complying with its obligations under the Act;

(b) promptly notify the Authority of any breach of the security measures required to be put in place pursuant to condition 21.2; and

(c) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Act.

21.3 The provisions of this condition shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

### 22 **Standards**

22.1 In the event that the Services require compliance with an appropriate British Standard then the Council will accept any equivalent European Standard. In the event that no such standards exist then the Services shall be required to comply with best industry standards.

### 23 **Bribery and corruption**

23.1 The Contractor:

(a) shall not, and shall procure that any person employed by it or who acts as an agent of the Contractor shall not in connection with this Contract commit a Prohibited Act;

(b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.

23.2 The Contractor shall:

(a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

(b) The Contractor shall provide such supporting evidence of compliance as the Council may reasonably request.

23.3 The Contractor shall have an anti-bribery policy (which shall be disclosed to the Council) to prevent any Contractor Party or Contractor Personnel from committing a Prohibited Act and shall enforce it where appropriate.

23.4 If any breach of Condition 23.1 is suspected or known, the Contractor must notify the Council immediately.

23.5 If the Contractor notifies the Council that it suspects or knows that there may be a breach of Condition 23.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to inspect books, records and any other relevant documentation. This obligation shall continue for six years following the expiry or termination of this Contract.

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

23.6 The Council may terminate this Contract by written notice with immediate effect if the Contractor or any person acting on its behalf (in all cases whether or not acting with the Contractor's knowledge) breaches Condition 23.1

23.7 Any notice of termination under Condition 23.6 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party whom the Council believes has committed the Prohibited Act; and
- (c) the date on which this Contract will terminate.

23.8 Any dispute relating to:

- (a) the interpretation of condition 23.1; or
  - (b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.

23.9 Any termination under condition 23.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

### **24 Human Rights**

24.1 The Contractor confirms that it will perform its obligations pursuant to the Contract in all respects in conformance with the Human Rights Act 1998

24.2 The Contractor hereby indemnifies the Council from and against all losses costs expenses liabilities damages and claims arising from the failure of the Contractor its servants or agents to duly perform its obligations pursuant to sub condition 24.1 above and arising further from any act or omission of the Contractor its servants or agents in respect of the non performance of the said obligations

24.3 The Contractor ensures the compliance of any of its sub contractor's in the performance of the Contract with the provisions of this condition and shall indemnify the Council accordingly in respect of any breach of the same by the sub contractor

### **25 No rights of third parties**

25.1 The parties hereby declare that no term of the Contract is intended by the parties to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act 1999) nor is intended to be enforceable by any third party. The provisions of the said Act are hereby excluded

### **26 Waiver**

26.1 The failure of either party to insist upon the strict performance of any provision of the Contract or the failure of either party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by the Contract

26.2 A waiver of any breach of contract shall not constitute a waiver of any such subsequent breaches

26.3 No waiver of any of the provisions of the Contract shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing

### **27 Freedom of Information**

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

27.1 The Council is under a statutory duty which may require the release of information under the Freedom of Information Act 2000. Such information may include matters relating to or arising out of or under this Contract. The Council shall be entitled to disclose such information in the event that it receives a request to do so. In this event the Council shall inform the Contractor of the request and give the Contractor details of the information that the Council intends to disclose.

### **28 TUPE**

28.1 At any time during the period of nine (9) months before the expiry of the Contract term, or in the event that the Contract is terminated in accordance with these Conditions within 28 days of giving or receiving notice of such termination, or where this Contract is terminated forthwith within 28 days of termination, the Contractor shall on the written request of the Council collate whatever information is required for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (the "TUPE Information") which may include but shall not be limited to:

- (i) the number of staff, including supervisory and administrative staff, employed by the Contractor and any sub-Contractor employed in the Services;
- (ii) the terms and conditions of employment of those staff; and
- (iii) any other information relating to those staff as properly may be required by the Council under this Clause.

28.2 In the event that the Council commences procedures for inviting tenders to provide the Services, the Contractor shall make the TUPE Information available on request to any person who wishes to submit such a tender (a "Tenderer") provided that such Tenderer shall undertake to use the TUPE Information for the purposes of submitting a tender to the Council and for no other purpose.

28.3 Throughout the period specified in Clause 28.1 the Contractor shall maintain and amend the TUPE Information to the extent necessary to ensure that it is complete, accurate and up to date and in the event that such amendments are made the Contractor shall inform any person to whom it has made the TUPE Information available in accordance with this Clause of the nature extent and content of those amendments and the reasons for which they have been made.

28.4 The Contractor shall, if requested by the Council, provide the same information relating to employees of its contractors, sub-contractors and agents where relevant to the provision of the Services and shall do its utmost to procure co-operation from such contractors, sub-contractors and agents.

28.5 In the event that there is a transfer of employees pursuant to TUPE the Contractor shall co-operate, and where relevant do its utmost to procure the co-operation of its contractors, sub-contractors and agents, in the orderly transfer of any relevant personnel.

28.6 The Contractor shall indemnify the Council against any and all losses, costs, expenses, awards, liabilities incurred by the Council in connection with or as a result of any claims, demands or proceedings of whatever nature by any employee or former employee of the Contractor or its sub-contractors or agents arising out of any non-compliance with TUPE.

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

28.7 The Contractor gives no express indemnity nor should be taken to have given any implied indemnity whether particular to the Council or jointly arising in relation to any matter connected with or arising out of the application or non application or the compliance or non compliance with TUPE.

28.8 The Contractor shall not make any claim against the Council in connection with the effect on the Contract of TUPE.

28.9 The Contractor undertakes not to change personnel or Service delivery structure during the last twelve months of the Contract other than for bona fide economic or operational reasons related to provision of the Services under the Contract including but not limited to changes to preclude or promote application of TUPE upon termination or expiry of the Contract.

28.10 In the event of non-compliance by the Contractor with this Clause 28, then:

- (i) the parties acknowledge that the Council shall be entitled to an injunction or an order for specific performance in order to obtain the TUPE information; and
- (ii) the Contractor shall reimburse all expenses incurred by the Council in enforcing the Contractor's compliance with this Clause. For the avoidance of doubt, this shall include the cost of Council officer time.

28.11 The Contractor shall on the date of this Contract secure for those former employees of the Council whose contracts of employment become by virtue of the TUPE regulations contracts of employment with the Contractor rights to acquire pension benefits which are the same as or count as being broadly comparable to or better than those rights that those former employees had, or had a right to acquire, as an employee of the Council.

28.12 The Council and the Contractor agree that the former employees referred to shall have the right to enforce the obligation to secure pension benefits against the contractor as if they were parties to this agreement, and that this right is conferred on those former employees under the Contracts (Rights of Third Parties) Act 1999.

### **29 Contractor's Property**

29.1 All property of the Contractor shall be at the sole risk of the Contractor while on the Premises and the Council shall not be liable for any loss or damage to such property unless this results from the wilful act of default of the Council.

### **30. Confidentiality**

30.1 For the purposes of this condition "Confidential Information" means all information (whether commercial, financial, technical, personal or otherwise) relating to the disclosing party its employees, sub-contractors, servants or agents disclosed to or otherwise obtained by the recipient party under or in connection with the Contract and which is designated as being confidential or which is by its nature clearly confidential

30.2 Each party undertakes in respect of Confidential Information for which it is the recipient:-

30.2.1 to treat such information as confidential;



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30.2.2 not without the disclosing parties proper written consent to communicate or disclose any part of such information to any person except:-

30.2.2.1 only to those employees agents sub-contractors and other suppliers on a need to know basis who are directly involved in the Contract

30.2.2.2 the recipient's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to the knowledge of the Confidential Information in connection with the business of the recipient

30.2.2.3 to ensure that all persons and bodies mentioned in sub condition 30.2.2.2 are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the disclosing party and to use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this sub condition

30.2.2.4 not to use or circulate such information within its own organisation except to the extent necessary for the purposes of the Contract

30.3 The obligations in this condition will not apply to the Confidential Information:-

30.3.1 in the recipient's possession (with full right to disclose) before receiving it; or

30.3.2 which is or becomes public knowledge other than by breach of this condition; or

30.3.3 independently developed by the recipient without access to or use of the Confidential Information; or

30.3.4 lawfully received from a third party (with full right to disclosure)

30.4 The Contractor shall indemnify the Council from and against all claims losses expenses damages and costs arising from the breach of this condition by the Contractor its employees, servants agents and sub-contractors

30.5 The Contractor acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of this Contract, and any Schedules to this Contract, is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

30.6 Notwithstanding any other term of this Contract the Contractor hereby gives its consent for the Council to publish this Contract, and Schedules in their entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Council decides.

30.7 Notwithstanding early termination of the Contract for any reason this condition shall continue in force for a period of three years following the date of such early termination or the expiry date of the Contract.

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

30.8 No public or press announcements shall be made with regard to the subject matter of this Contract unless the text of such announcement is first approved and initialled by the Council. The Contractor shall not make or authorise the making of any press release or other public statement or disclosure concerning this contract or any transaction contemplated by it without the prior written consent of the Council.

30.9 The Contractor shall arrange that all members of its staff requiring to access the Council's ICT systems or otherwise requiring access to sensitive data by virtue of their duties under the Contract, sign the ICT Security & Operational Standards Required of Third Party Organisations (copies of the current version are available on request). A duly authorised officer of the Council, whose decision shall be final and conclusive, will determine which staff members are required to sign this document. Completed forms shall be returned to the Council's authorised officer prior to commencement of any work. No such access shall be granted to any individual who fails to sign this document.

### **31. Term**

31.1 This Contract shall commence on the Commencement Date and shall continue for the Term subject to the terms and conditions of this Contract

31.2 This Contract may be extended by the Council giving no less than [2 months] written notice to the Contractor before the end of the initial Term. Such period of extension shall be at the discretion of the Council but shall in any event be for a period of no more than [one year] from the date of the expiry of the initial Term

### **32 Dispute Resolution**

32.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each party.

32.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in clause 32.1, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.

32.3 If the parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either party may exercise any remedy it has under applicable law.

### **33 Governing Law**

33.1 These conditions shall be governed by and construed in accordance with the Law of England and Wales and the Contractor hereby irrevocably submits to the jurisdiction of the English Courts

**STANDARD CONDITIONS OF CONTRACT: SERVICES**

## **STANDARD CONDITIONS OF CONTRACT: SERVICES**

### **ATTACHMENT A**

#### **A1. PROTECTION OF VULNERABLE GROUPS**

- A1.1 The parties acknowledge that the Contractor 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.
- A1.2 The Contractor shall :
- A1.2.1 ensure that all individuals engaged in the provision of the Services are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
- A1.2.2 monitor the level and validity of the checks under this Clause A1 for each member of staff.
- A1.3 The Contractor warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- A1.4 The Contractor shall immediately notify the Council of any information that it Reasonably requests to enable it to be satisfied that the obligations of this Clause A1 have been met.
- A1.5 The Contractor shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.
- A1.6 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

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