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SECTION 2 – CONTRACT AGREEMENT

THIS AGREEMENT is made on 2014

BETWEEN:-

(1) Bath and North East Somerset Council (the ***"Employer***); and

(2) (the ***"Contractor"***).

WHEREAS:-

The *Employer* wishes to have an Asbestos Survey and Sample Testing service (more particularly described in this Framework Tender Document) delivered by Contractors within the whole of the Bath and North East Somerset Council unitary area of operations (the '***Services***')

IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

In this contract the words "Supplier" and "Consultant" shall mean "the Contractor" and all other words and expressions shall have the same meanings as are respectively assigned to them in the *conditions of contract* hereinafter referred to.

2. THE CONTRACT

Save as expressly provided for in this agreement, the following documents shall be deemed to form and be read and construed as part of this agreement, namely

(a) the Instructions to Consultants
(b) the *conditions of contract* (referred to in Clause 4)
(c) the Contract Data Part One attached in Appendix 1 hereto
(d) the Contract Data Part Two attached in Appendix 2 hereto
(e) the Service Information
(f) the Quality Assessment
(g) the Pricing Document
(h) the Employer's letter of Acceptance

3. THE SERVICES

The *Contractor* will provide the S*ervices* in accordance with this agreement. The *Services* include carrying out all of the work including incidental work, services and actions necessary to provide the *Services* required in this Contract Agreement and more specifically the Services Information.

The key components of the *Services* are to provide the following, all in accordance with the guidelines and recommendations contained within the HSE Guide HSG264 (2nnd Edition):-

- Asbestos Management and Refurbishment & Demolition (R&D) Surveys;
- Sampling (both at time of survey or as a separate exercise);
- Submission of asbestos containing material to independent UKAS accredited laboratory and submission of sample analysis certificates to the Employer.

4. CONDITIONS OF CONTRACT

The *conditions of contract* shall be the Framework contract (April 2013) and Professional Services Contract (April 2013) of the NEC published by Thomas Telford Ltd including the following Secondary Option clauses:

Option W2, dispute resolution procedure, will be adopted.

Option X9, transfer of rights will apply

X18, limitation of liability will apply

Option X20, key performance indicators, will apply. They will not be linked to incentives, however, the Council will use KPIs to monitor and report the Contractor's performance.

Y(UK)2, Housing Grants Construction and Regeneration Act, will apply.

Y(UK)3, Contracts (rights of third parties) Act, will not apply.

Option Z, Additional Conditions of contract also applies.

The provisions of the *conditions of contract* shall prevail in the event of any inconsistency between such provisions and any other document forming part of this agreement.

5. CONSIDERATION

In consideration of the payments to be made by the *Employer* to the *Consultant* as hereinafter mentioned the *Consultant* hereby covenants with the *Employer* to carry out and complete the *Service* in conformity in all respects with the provisions of this agreement and to otherwise comply with and fulfil all his obligations and duties arising under this agreement.

6. PAYMENT

The *Employer* hereby covenants to pay to the *Consultant* the amount due at the times and in the manner specified in this agreement.

7. CONFIDENTIALITY

The *Consultant* shall at all times (including after termination of this Contract Agreement) keep confidential all information and documentation in connection with this Contract Agreement and no such information or documentation shall be disclosed or released to a third party (save as required under the conditions of contract or by law) without the prior consent of the *Employer.*

8. LIMITATION

Notwithstanding anything contained in the *conditions of contract* or in the Limitation Act 1980 (or any modification or re-enactment thereof), it is acknowledged that the period of limitations applicable to any cause of action arising out of or in connection with this agreement shall be twelve years from the date upon which the cause of action arose.

9. INSURANCE

Each Party shall provide the other with such information as it shall from time to time require in relation to the insurance policies to be maintained pursuant to the *conditions of contract* subject only to any disclosure restrictions contained within those policies.

10. DISPUTES

Any dispute between the Parties shall be determined in accordance with the Dispute Resolution Clause, Option W2 within the *conditions of contract*.

EXECUTED AS A DEED BY THE EMPLOYER

Namely Bath and North East Somerset Council

THE COMMON SEAL of Bath and North East Somerset Council was hereto affixed

In the presence of

……..…

Authorised signatory

EXECUTED AS A DEED BY THE CONSULTANT

Namely ……...

Acting by a Director and the Company Secretary /two Directors of the company

……..……..……..… ……..……..……...

(*print name of signatory*) (*signature*) (director)

and

……..…….. ……

(print name of signatory) (*signature*) (*company secretary/director)*

Contract Data; Part One

CONTRACT DATA

Part One – Data provided by the Employer

Statements given in all contracts

The conditions of this contract are **the clauses of the NEC3 Framework Contract (April 2013).**

- The *Employer* is
- Name Bath and North East Somerset Council

Address The Guildhall, Bath BA1 5AW

- The Framework Information is in **Part 2 of Section 3 –Service Information**
- The *selection procedure* is in **Part 5 of Section 3 –Service Information**
- The *scope* is in **Section 3 – Service Information**
- The *quotation procedure* is Sections 4 - Pricing Document
- The *end date* is **31st March 2019**

The Data which will apply to all Time Charge Orders is

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option **E**, dispute resolution Option **W2** and secondary Options **X2, X9, X18 and X20** of the NEC3 Professional Services Contract (April 2013).
- The *Employer* is

Name: Bath and North East Somerset Council

Address: **The Guildhall, High Street, Bath BA1 5AW**

- The *Adjudicator* is

Name: To be appointed by the President of The Chartered Institute of Arbitrators

- The *services* are

The provision of asbestos survey and sample testing services

- The Scope is in **To be confirmed for each Time Charge Order**

- The *language of this contract* is **English**
- The *law of the contract* is the law of **England and Wales**
- The *period for reply* is **2** weeks.

- The *period for retention* is **2** years following Completion or earlier termination.
- The *Adjudicator nominating body* is **The Chartered Institute of Arbitrators**
- The *tribunal* is **arbitration**
- The following matters will be included in the Risk Register:

- To be decided on a Time Order by Time Order basis

2 The Parties' main responsibilities

- The *Employer's Agent* is

  Name **Divisional Director and members of staff within Property & Project Delivery or such individuals as may be appointed by the Divisional Director**

  Address **The Guildhall, High street, Bath BA1 5AW**

  The authority of the *Employer's Agent* is **that of the *Employer* as stated in the Contract**.

3 Time

- *The starting date* is **March 2016**

4 Quality

- The quality policy statement and quality plan are provided within **6** weeks of the Contract Date.
- The *defects date* is **52** weeks after Completion of the whole of the *services.*

A report of performance against each Key Performance Indicator is provided at intervals of **3** months.

5 Payment

- The *assessment interval* is **a calendar month**
- The *currency of this contract* is **pounds sterling (£)**
- The *interest rate* is **2**% per annum above the **base lending rate of the National Westminster Bank plc.**
- The expenses stated by the *Employer* are

item	amount
car mileage	**47p per mile**
rail travel	**standard class fare**
disbursements	**at net cost**

(Note that travel/subsistence costs including travel from the consultant's normal place of work to the BANES or Bristol area are deemed to be inclusive within the tendered time charge rates. Additional travel costs will only be paid for travel on BANES business outside of the BANES and Bristol area)

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **4** weeks

- The *index* is the **Retail Price Index**

8 Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Contractor* maintains insurance are

event	**cover**	**period following Completion of the whole of the *services* or earlier termination**
failure of the *Contractor* to use the skill and care normally used by professionals providing services similar to the *services*	**£2 million** in respect of each claim, without limit to the number of claims	**10 years**
death of or bodily injury to a person (not an employee of the *Contractor*) or loss of or damage to property resulting from an action or failure to take action by the *Contractor*	**£ 5 million** in respect of each claim, without limit to the number of claims	**2 years**
death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	**£ 5 million** in respect of each claim, without limit to the number of claims	**2 years**

- The Employer provides the following insurances…**N/A**
- The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to…**£3,000,000**

Optional statements

If the Employer has decided the completion date for the whole of the services

- The *completion date* for the whole of the services is 3 years with an option to extend by a further year up to a maximum of 2 years

If no programme is identified in part two of the Contract Data

- The *contractor* is to submit a first programme for acceptance within 2 weeks of the Contract Date.

If the Employer has identified work which is to meet a stated *condition* by a key date

- Not used

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- Not used

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is twenty one (21) days

If the Employer states any expenses

- See payment provisions

If the tribunal is arbitration

- The arbitration procedure *is the latest edition of the CIArb Arbitration Procedure*

- The place where arbitration is to be held is *to be agreed*
- The person or organisation who will choose an arbitrator
  - If the Parties cannot agree a choice or
  - If the arbitration procedure does not state who selects an arbitrator is The CIArb

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

- Not used

If Option A is used

- Not used

If Option C, E or G is used

- The Consultant prepares forecasts of the total expenses and expenses at intervals no longer than ***N/A*** weeks.

If Option C is used

- Not used

If Option X1 is used

- Not used

If Option X2 is used

- The law of the project is the law of England and Wales

If Option X3 is used

- Not used

If Option X5 is used

- Not used

If Option X5 and X6 are used together

- Not used

If Option X5 and X7 are used together

- Not used

If Option X6 is used (but not if Option X5 is also used)

- Not used

If Option X7 is used (whether or not Option X5 is also used; used only with main Options A, C and E)

- Not used

If Option X8 is used

- Not used

If Option X10 is used

- such individuals as may be appointed by the Divisional Director
- The authority of the Employer's Agent is to be advised with each Works Order

If Option X12 is used

- Not used

If Option X13 is used

- Not used

If Option X18 is used

- Not used

If Option X20 is used (but not if Option X12 is also used)

- The incentive schedule for Key Performance Indicators is in each task order.
- A report of performance against each Key Performance Indicator is provided at intervals of 3 months

If Option Y(UK)3 is used

- Not used

If Option Z is used

- The additional conditions of contract are……..

If Option Z is used

Additional Conditions of Contract

Z1 The additional conditions of contract set out herein. Option Z (stated in the Contract Data) forms part of the contract.

Identified and Defined Terms

Z2 Reference to the 'Works', the 'Service' and to 'Provide the Service' are all deemed to mean the work necessary to provide the service in accordance with this contract and all incidental work, services and actions which this contract requires.

Privacy of Information

Z3 The *Contractor* does not give information concerning the works for publication in the press or on radio, television, screen or any other media without the written consent of the Service Manager

Named Key Personnel

Z4.1 Acceptance by the Employer of key persons stated in the Contract Data does not constitute acceptance that such individuals are suitable for the roles assigned to them or serve to relieve the Contractor of his duties or obligations under the contract.

Z4.2 The Contractor shall not change any of the key persons stated in the Contract Data without the prior agreement of the Employer.

Sub-Contractors

Z5 Neither any objection to nor any failure to raise an objection to a proposed Sub-contractor either by or through the Service Manager relieves the Contractor of any liability or obligation under the contract.

Special Requirements

Z6 The Contractor

- is not excused from the performance of any of his obligations under the Contract or is entitled to any allowance of time or to any additional remuneration or compensation in consequence of the requirement to comply with these additional clauses (Z1-Z6);

- acknowledges and agrees that the Employer does not warrant and has not warranted the accuracy or completeness of any data or information which has been or will be provided to the Contractor by the Employer relating to the property Information regarding their location, size, nature or condition;

- further acknowledges and agrees that he neither has nor will have any claim of any kind whatsoever against the Employer founded upon the accuracy or completeness of any such date or information.

Tax and National Insurance Contributions

Z7 This contract falls within the scope of the Construction Industry Scheme Regulations. If the Contractor (Sub-conrtactor in terms of the Scheme) does not hold a valid Inland Revenue Sub-contractor Tax Certificate (CIS5 or CIS6) and is not a local authority or other public body exempt from holding such a certificate, invoices (and any applications for payment submitted by the Contractor) shall separately identify the cost of labour. The Employer shall deduct payment in accordance with the requirements of the Construction Industry Scheme.

The Data which will apply to all Package Orders is

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option **E**, dispute resolution Option **W2** and secondary Options **X2, X9, X18 and X20** of the NEC3 Professional Services Contract (April 2013).
- The *Employer* is

Name: Bath and North East Somerset Council

Address: **The Guildhall, High Street, Bath BA1 5AW**

-
- The *Adjudicator* is

Name: To be appointed by the President of The Chartered Institute of Arbitrators

- The *services* are

  to be decided on Package Order by Package Order basis

- The Scope is in **To be confirmed for each Package Order**

- The *language of this contract* is **English**
- The *law of the contract* is the law of **England and Wales**
- The *period for reply* is **to be confirmed for each Package Order**
- The *period for retention* is **to be confirmed for each Package Order**.
- The *Adjudicator nominating body* is **The Chartered Institute of Arbitrators**
- The *tribunal* is **arbitration**
- The following matters will be included in the Risk Register:

- To be decided on a Package Order by Package Order basis

2 The Parties' main responsibilities

- The *Employer's Agent* is

  Name **Divisional Director and members of staff of Property & Project Delivery or such individuals as may be appointed by the Divisional Director**

  Address **The Guildhall, High Street, Bath BA1 5AW**

The authority of the *Employer's Agent* is **that of the *Employer* as stated in the Contract**.

3 Time

- *The starting date* is **to be decided on Package Order by Package Order basis**

4 Quality

- The quality policy statement and quality plan are provided within **to be confirmed for each Package Order**.
- The *defects date* is **to be confirmed for each Package Order**.

5 Payment

- The *assessment interval* is **to be confirmed for each Package Order**
- The *currency of this contract* is **pounds sterling (£)**
- The *interest rate* is **2%** per annum above the **base lending rate of the National Westminster Bank plc.**

8 Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Contractor* maintains insurance are

event	**cover**	**period following Completion of the whole of the *services* or earlier termination**
failure of the *Contractor* to use the skill and care normally used by professionals providing services similar to the *services*	**£ 2 million** in respect of each claim, without limit to the number of claims	**10 years**
death of or bodily injury to a person (not an employee of the *Contractor*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*	**£ 10 million** in respect of each claim, without limit to the number of claims	**2 years**
death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	**£ 10 million** in respect of each claim, without limit to the number of claims	**2 years**

- The Employer provides the following insurances…**N/A**
- The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to **£3,000,000**

Optional statements

If the Employer has decided the completion date for the whole of the services

- The *completion date* for the whole of the services is 3 years with an opinion to extend by a further single year up to a maximum of 2 years

If no programme is identified in part two of the Contract Data

- The *contractor* is to submit a first programme for acceptance within 2 weeks of the Contract Date.

If the Employer has identified work which is to meet a stated *condition* by a key date

- Not used

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- Not used

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is twenty one (21) days

If the Employer states any expenses

- See payment provisions

If the tribunal is arbitration

- The arbitration procedure *is the latest edition of the CIArb Arbitration Procedure*
- The place where arbitration is to be held is *to be agreed*
- The person or organisation who will choose an arbitrator
  - If the Parties cannot agree a choice or
  - If the arbitration procedure does not state who selects an arbitrator is The CIArb

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

- Not used

If Option A is used

- Not used

If Option C, E or G is used

- The Consultant prepares forecasts of the total expenses and expenses at intervals no longer than ***N/A*** weeks.

If Option C is used

- Not used

If Option X1 is used

- Not used

If Option X2 is used

- The law of the project is the law of England and Wales

If Option X3 is used

- Not used

If Option X5 is used

- Not used

If Option X5 and X6 are used together

- Not used

If Option X5 and X7 are used together

- Not used

If Option X6 is used (but not if Option X5 is also used)

- Not used

If Option X7 is used (whether or not Option X5 is also used; used only with main Options A, C and E)

- Not used

If Option X8 is used

- Not used

If Option X10 is used

- such individuals as may be appointed by the Divisional Director as Asbestos Manager

If Option X12 is used

- Not used

If Option X13 is used

- Not used

If Option X18 is used

- Not used

If Option X20 is used (but not if Option X12 is also used)

- A report of performance against each Key Performance Indicator is provided at intervals of 3 months

If Option Y(UK)3 is used

- Not used

If Option Z is used

- The additional conditions of contract are as follows:

If Option Z is used

Additional Conditions of Contract

Z1 The additional conditions of contract set out herein. Option Z (stated in the Contract Data) forms part of the contract.

SECTION 2 – CONTRACT AGREEMENT

Identified and Defined Terms

Z2 Reference to the 'Works', the 'Service' and to 'Provide the Service' are all deemed to mean the work necessary to provide the service in accordance with this contract and all incidental work, services and actions which this contract requires.

Privacy of Information

Z3 The *Contractor* does not give information concerning the works for publication in the press or on radio, television, screen or any other media without the written consent of the Service Manager

Named Key Personnel

Z4.1 Acceptance by the Employer of key persons stated in the Contract Data does not constitute acceptance that such individuals are suitable for the roles assigned to them or serve to relieve the Contractor of his duties or obligations under the contract.

Z4.2 The Contractor shall not change any of the key persons stated in the Contract Data without the prior agreement of the Employer.

Sub-Contractors

Z5 Neither any objection to nor any failure to raise an objection to a proposed Sub-contractor either by or through the Service Manager relieves the Contractor of any liability or obligation under the contract.

Special Requirements

Z6 The Contractor

- is not excused from the performance of any of his obligations under the Contract or is entitled to any allowance of time or to any additional remuneration or compensation in consequence of the requirement to comply with these additional clauses (Z1-Z6).
- acknowledges and agrees that the Employer does not warrant and has not warranted the accuracy or completeness of any data or information which has been or will be provided to the Contractor by the Employer relating to the property Information regarding their location, size, nature or condition.
- further acknowledges and agrees that he neither has nor will have any claim of any kind whatsoever against the Employer founded upon the accuracy or completeness of any such date or information.

Tax and National Insurance Contributions

Z7 This contract falls within the scope of the Construction Industry Scheme Regulations. If the Contractor (Sub-contractor in terms of the Scheme) does not hold a valid Inland Revenue Sub-contractor Tax Certificate (CIS5 or CIS6) and is not a local authority or other public body exempt from holding such a certificate, invoices (and any applications for payment submitted by the Contractor) shall separately identify the cost of labour. The Employer shall deduct payment in accordance with the requirements of the Construction Industry Scheme.

SECTION 2 – CONTRACT AGREEMENT

Contract Data; Part Two

ASBESTOS SURVEY & SAMPLE TESTING FRAMEWORK CONTRACT

SECTION 2 – CONTRACT AGREEMENT

CONTRACT DATA

Part Two – Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The *Contractor* is

  Name ……
  Address
  ……
  ……

- The key people are

  (1) Name …….

  Job …….

  Responsibilities …….

  Qualifications ……

  Experience ……

  (2) Name ……...

  Job ……

  Responsibilities ……

  Qualifications ……

  Experience ……..

- The following matters will be included in the Risk Register

  ……

  ……

  ……

  ……

Part Two – Data provided by the Contractor (Cont'd)

Optional statements

If the *Consultant* is to decide the completion date for the whole of the services

- The completion date for the whole of the services is not applicable

If a programme is to be identified in the Contract Data

- The programme identified in the is as stated in Contract Data Part 1

If the Consultant states any expenses

- See the Price List

If the Consultant requires additional access

To be agreed with the Task Order

If Option G is used

- Task orders will be instructed as the need arises

SECTION 2 – CONTRACT AGREEMENT

FORM OF TENDER

Project : **Asbestos Survey & Sample Testing Services Framework**

I/We agree to carry out the Services in accordance with the attached tender documentation to the entire satisfaction of the Director of Property & Project Delivery.

The Council do not bind themselves to accept the lowest or any tender, the word 'Highest' to be substituted for 'Lowest' if payment is made to the Council.

Signature: .....

For and On Behalf Of .....

Address: .....

…….....

Date: .....

Tel. No: .....

We accept that:

(1) while returned documents will be treated in the strictest confidence they will be made available to UK Government Contracts Finder in accordance with the Public Contracts Regulations 2015;

(2) the contract details will be recorded on the Council's Contract Register

We further agree that should any obvious errors in pricing or errors in arithmetic be discovered in the tender documentation before acceptance of this offer these errors will be corrected in accordance with Alternative 2 (Clause 6.3) of the Code of Procedure for Single Stage Selective Tendering April 1996.

SECTION 2 – CONTRACT AGREEMENT

NON – COLLUSIVE TENDERING STATEMENT

STATEMENT OF NON-COLLUSIVE TENDERING

On behalf of .....I/WE THE UNDERSIGNED CERTIFY THAT:-

(a) The tender is bona fide and intended to be competitive and that I/WE THE UNDERSIGNED have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

(b) I/WE THE UNDERSIGNED have not done and undertake that I/WE will not do at any time before the hour and date specified for the return of the tender, any of the following acts:-

(i) Indicate to any person the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium or other tenders necessarily required for the preparation of the tender;

(ii) Enter into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender to be submitted;

(iii) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the nature specified and described in this standing order.

Signature:.....

For and On Behalf Of:

SECTION 2 – CONTRACT AGREEMENT

EQUALITIES STATEMENT

Discrimination and the promotion of Race Equality

1.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Race Relations Act 1976, as amended, the Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Human Rights Act 1998 or other relevant legislation, or any statutory modification or re-enactment thereof.

1.2 The Contractor shall take all reasonable steps to secure the observance of the Council's Corporate or other agreed Equalities Policy by all servants, employees or agents of the Contractor and all suppliers and sub- Contractor employed in the execution of the Agreement

1.3 The Contractor shall, for the purposes of ensuring compliance with clause 1.1 and 1.2 above, in relation to Staff employed in the performance of the Agreement, observe as far as possible the provisions of the Commission for Racial Equality's Code of Practice in Employment, as approved by parliament in 1983, including, but not limited to, those provisions recommending the adoption, implementation, and monitoring of an equal opportunities policy.

1.4 The Contractor shall in performing the Agreement comply with the provisions of section 71(1) of the 1976 Act as if the Consultant were a body within the meaning of Schedule 1A to the 1976 Act.

1.5 Where in connection with the Agreement the Contractor, its agents or sub- Contractors, or the Staff are required to carry out work on the Authority's Property or alongside the Authority's employees on any other premises, the Contractor shall comply with the Authority's own employment policy and codes of practice relating to racial discrimination and equal opportunities.

1.6 The Contractor shall monitor the representation among Staff of persons of different racial groups (which shall mean groups of persons classified as 'ethnic groups' in the most recent official census by the Office of National Statistics or successor body), having regard to the Authority's procedures for monitoring representation among its own employees.

1.7 The Contractor where it appears to the Contractor in relation to particular work of the Staff, either that the Staff includes no members of a particular racial group doing that work or that members of that racial group are underrepresented amongst Staff doing that work compared to their representation in the Staff as a whole or in the population from which Staff are normally recruited undertake the following actions as may be appropriate and reasonably practicable:

EQUALITIES STATEMENT

(a) the placing and use of job advertisements to reach members of such racial groups and to encourage their applications;

(b) the use of employment agencies and careers offices in areas where members of such racial groups live and work;

(c) the promotion of recruitment and training schemes for school-leavers and/or unemployed persons intended to reach members of such racial groups; and

(d) the provision of appropriate training and the encouragement of members of Staff from such racial groups to apply for promotion or transfer to do work in which such racial groups are under-represented.

1.8 The Contractor shall 12 months from the date of the Agreement and annually thereafter submit a report to the Authority demonstrating its compliance with clauses 1.1 to 1.6 (inclusive).

1.9 In addition to the report referred to in clause 1.8, the Consultant shall provide such additional information as the Authority may reasonably require for the purpose of assessing the Contractor's compliance with clauses 1.1 to 1.6 (inclusive).

1.10 The Contractor shall notify the Service Manager forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Contractor under the 1976 Act.

1.11 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Contractor's performance of the Agreement being in contravention of the 1976 Act, the Contractor shall, free of charge:

(a) provide any information requested in the timescale allotted;

(b) attend any meetings as required and permit Staff to attend;

(c) promptly allow access to and investigation of any documents or data deemed to be relevant;

(d) allow itself and any Staff to appear as witness in any ensuing proceedings; and

(e) cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

1.12 Where any investigation is conducted or proceedings are brought under the 1976 Act which arise directly or indirectly out of any act or omission of the Consultant, its agents or Sub-Consultants, or the Staff, and where there is a finding against the Consultant in such investigation or proceedings, the Contractor shall indemnify the Authority with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any

EQUALITIES STATEMENT

such investigation or proceedings and such other financial redress to cover any payment the Authority may have been ordered or required to pay a third party

.

1.13 In the event that the Contractor enters into any subcontract in connection with the Agreement, it shall impose obligations on its Sub- Contractors in terms substantially similar to those imposed on it pursuant to this clause 1.1

On behalf of .....I/WE THE UNDERSIGNED CERTIFY THAT:-

I/We are committed to the implementation of equal opportunities measures and will in the conduct of our business comply with the principles above in addition to our Statutory obligations.