REQUEST FOR QUOTATION FOR

Collating and sharing feedback from children who have experienced domestic abuse



The Federation of Small Businesses (FSB) is pleased to endorse this RFQ document. Through changes to their procurement process to support small businesses, Cambridgeshire County Council is showing their commitment to improving the local economy. This positive action is a step forward in the simplification of the procurement process and the FSB look forward to working with Cambridgeshire County Council to encourage effective trade between the Council and local small businesses.

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# INTRODUCTION

## GENERAL REQUIREMENTS

* 1. Cambridgeshire County Council invites quotations from organisations to collate feedback from children who have experienced domestic abuse in Cambridgeshire and Peterborough and ensure this is communicated with the partnership.

The Authority’s detailed requirements are defined in Part 2 - Specification.

Please take care in reading this document in particular the Specification; In the event of any questions or queries in relation to this Request for Quotation (RFQ), please contact the buyer via the method stated below.

The Authority reserves the right to:

* carry out due diligence checks on the awarded provider;
* amend the conditions of Contract attached in Appendix 1;
* abandon the procurement process at any stage without any liability to the Authority; and or
* require the Potential Provider to clarify its quotation in writing and if the Potential Provider fails to respond satisfactorily, this may result in the Potential Provider not being selected.

Potential Provider’s will need to register an account via the Authority’s ‘Procurement Portal’ at <https://procontract.due-north.com/Opportunities/Index?p=4d8cb5a5-74dc-e511-810e-000c29c9ba21&v=1> before being able to view the full quotation details. The portal is powered by PROACTIS.

For technical support when using the Procurement Portal (ProContract), please contact the ProContract support desk:

* Email: [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com)
* Telephone: 0330 005 0352

This facility is available Monday to Friday, 09:00 to 17:30

Alternatively you may use the electronic ticket logging system which can be found [here](http://proactis.kayako.com/procontractv3/Core/Default/Index)

## BACKGROUND

* 1. Cambridgeshire County Council, Communities and Partnerships Directorate, Domestic Abuse Partnership Team will be commissioning an organisation to collate feedback from children who have experienced domestic abuse in Cambridgeshire and Peterborough and ensure this is communicated with the partnership.

## PROCUREMENT TIMETABLE

|  |  |
| --- | --- |
| **Request for Quotation Issued** | 17th March |
| **Deadline for Clarification Question** | 2nd April 2021 |
| **Deadline for Quotation Responses** | 16th April 2021 |
| **Quotation Evaluation** | 23rd April 2021 |
| **Contract Awarded / Start Date** | 12th May 2021 |
| **Contract End Date** | 11th May 2022 |

## CLARIFICATION QUESTIONS

Any queries about this document, the procurement process, or the proposed contract itself, should be referred via the [ProContract](http://www.lgssprocurementportal.co.uk) messaging area:

## QUOTATION RESPONSES

Should you wish to take part in the selection process please complete this RFQ and return via [ProContract](http://www.lgssprocurementportal.co.uk):

## EVALUATION OF QUOTATIONS

Any bids not compliant or completed fully will be discarded. Based on the information provided by organisations.,

The Quality Questions will be scored using the following scale:

|  |  |
| --- | --- |
| **Score** | **Criteria to Award Score** |
| 0 | Response does not meet requirements or no response is provided. |
| 1 | Response partially meets requirements but contains significant weaknesses, issues or omissions. |
| 2 | Response meets requirements to an acceptable standard but contains some weaknesses, issues or omissions. |
| 3 | Response meets requirements to a high standard. Robust and detailed in all respects. |

# SPECIFICATION

**Background**

* 1. The Cambridgeshire & Peterborough Domestic Abuse & Sexual Violence Partnership are responsible for the Domestic Abuse and Sexual Violence Strategies across the area.
  2. The Domestic Abuse Bill sets out the need for a Domestic Abuse Partnership, which includes representation of children who have experienced domestic abuse.
  3. Cambridgeshire County Council are seeking an organisation to collate feedback from children who have experienced domestic abuse in Cambridgeshire and Peterborough and ensure this is communicated with the partnership.
  4. The information gathered will be used in the following ways:
     1. Contribute to Needs Assessments and service planning
     2. Shared with the relevant organisation in order that it can utilised to ensure effective responses to children who have experienced domestic Abuse

**Requirements**

2.1 To gather information from children who have experienced domestic abuse regarding their experiences in relation to support once agencies are aware they have experienced this.

2.2 This must be gathered in an ongoing basis, and enable access to all children who may wish to do so. We would expect opportunities to feed into this to be at least monthly, using a range of methods to gather information.

2.3 The organisation must work with the Domestic Abuse & Sexual Violence Partnership Team with regards to areas to focus on, and of feeding back information.

2.4 The voice of the children who have experienced domestic abuse must be present at the quarterly Domestic Abuse Partnership Board.

2.5 The space for children who have experience domestic abuse must be as safe as possible.

2.6 Where there are concerns as to the safety of a child and/or other members of the household, safeguarding procedures must be followed.

**Timescales**

3.1 It is expected that children who have experienced domestic abuse would begin to be consulted within 8 weeks of contract award, and monthly thereafter, with feedback and updates to the Partnership Team on a monthly basis.

3.2 This work is for a period of 12 months from Award of contract.

**Payment**

50% on Award of Contract

25% after 6 months, if the contract is being fulfilled

25% after 12 months, if the contract is adhered to

**Processing, Personal Data and Data Subjects**

1. The Contractor shall comply with any further written instructions with respect to processing by the Customer.

2. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the processing | *Victims of domestic abuse* |
| Duration of the processing | For the period of collating the information and thereafter |
| Nature and purposes of the processing | The contractor must ensure that all personal data, including that of victims, family members and, in the context of restorative justice services, offenders is processed in accordance with the Data Protection Legislation. |
| Type of Personal Data | Names, addresses, dates of birth, telephone numbers, of victims of domestic abuse, |
| Categories of Data Subject | *customers/clients, members of the public* |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | *Data will be retained for 6 years and destroyed* |

# SUPPORTING INFORMATION

Please complete section 3 and 4 below

## Organisation and Contact Details

|  |  |
| --- | --- |
| **A-1 Name of your organisation** |  |
| **A-2 Registered office (if applicable)** |  |
| **A-3 Trading address (if different from registered**  **office)** |  |
| **A-4 Organisation Registration Number**  **(if applicable)** |  |
| **A-5 Is your organisation a:**   * Sole Trader * Partnership * Public Limited Company * Private Ltd Company * Charity * Other |  |
| **If you selected other, please specify** |  |
| **A-6 What, if any, local connections do you have with the County** |  |
| **A-7 If the Company is a**  **member of a group of companies,**  **please give the name and**  **address of the ultimate holding**  **company** |  |
| **A-8 Name of person to whom**  **any queries relating to this quote**  **should be addressed** |  |
| **A-9 Telephone** |  |
| **A-10 Email** |  |
| **A-11 Address**  **(if different to the Address above)** |  |

## Questions

Please see Section 1, Part F (*Evaluation of Quotations*) for details on the weighting and scoring criteria.

In order to be accepted a contractor would need to score a minimum of 2 for each question.

|  |  |  |
| --- | --- | --- |
| Question  Number | Question | Weighting **(1 = Low, 2 =Med or 3= High)** |
| 1 | Please describe how you will engage with children who have experienced domestic abuse in a way which will be safe and accessible. | 3 |
| Potential Provider’s Response |  |  |
| 2 | Please describe your experience of working with children and young people | 3 |
|  |  |  |
| Potential Provider’s Response |  |  |
|  | How will you gather the information and feedback to the Partnership Team. |  |
| 3 |  | Weight 3 |
| Potential Provider’s Response |  |  |
| 4 | How will the child’s voice be represented at the partnership board? | Weight 3 |
| Potential Provider’s Response |  |  |
| 5 | Please provide the safeguarding process within your organisation | Weight 3 |
| Potential Provider’s Response |  |  |
| Potential Provider’s Response |  |  |
| 9  You must include a question that assesses the level of insurance cover the Potential Provider can/ would be willing to provide. | The level of insurance required:  Public Liability   £2m  Employers Liability £5m  Professional Negligence £2m  Can you confirm that your organisation has the required level of cover or is prepared to obtain the level of cover prior to award?  Officer to discuss with [Insurance](mailto:NCC-insurance@northamptonshire.gov.uk) team what a sensible insurance level is so as not to discriminate against SMEs. | PASS/FAIL question. Potential Providers who answer ‘No - have not got cover and won't provide Authority’s level of cover’ will fail the RFQ process. |
| Potential Provider’s Response | Yes - have levels of cover already and will continue to for this contract    No - but will provide the Authority‘s level of cover requested if awarded contract    No - have not got cover and won't provide Authority’s level of cover |  |
| 10 | The Authority wishes to ensure that within your business or in its supply chain there is no servitude or forced labour, slavery human trafficking, arranging or facilitating the travel of another person with a view that a person is being exploited or conducting any activities that contain violation of human rights. Please confirm that your supply chain with regards to this quotation response complies with the Modern Slavery Act 2015. | PASS/FAIL question. Potential Providers who answer ‘No’ - will fail the RFQ process. |
| Potential Provider’s Response | Yes–in response to this quotation our supply chain complies with the Modern Slavery Act 2015    No–in response to this quotation our supply chain does not comply with the Modern Slavery Act 2015 |  |
| 11 | The Authority wishes to ensure that within your business or in its supply chain that the processing of personal data and processes in relation to this contract are complaint with the requirements of the General Data Protection Regulations (GDPR) and Data Protection Act.  Please confirm that you and your supply chain with regards to this quotation response comply with all applicable data protection legislation including but not limited to the General Data Protection Regulations (GDPR) and Data Protection Act. | PASS/FAIL question. Potential Providers who answer ‘No’ - will fail the RFQ process. |
| Potential Provider’s Response | Yes–in response to this quotation ourselves and our supply chain comply with all applicable data protection legislation including but not limited to with the General Data Protection Regulations (GDPR) and Data Protection Act.    No–in response to this quotation ourselves and/or our supply chain does not comply with all applicable data protection legislation including but not limited to with the General Data Protection Regulations (GDPR) and Data Protection Act. |  |
|  | References HERE |  |

# PRICING SHEET

## Pricing and Costs

Please insert your costs in the table below. The costs should be broken down into components with a full description of each component. There will be a one off cost per DHR, this must include all costs, and additional costs will not be renumerated, unless there are exceptional circumstances, and this must be agreed by the Domestic Abuse Partnership Manager.

|  |  |  |
| --- | --- | --- |
| **[Component]** | **[Component description]** | **[Costs (£)]** |
|  |  |  |
|  |  |  |
|  |  |  |
|  | **Total Costs (£):** |  |

# FREEDOM OF INFORMATION & SIGNATURE AND DATE

Information in relation to this RFQ may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 (“The Act”) and your organisation details will be disclosed where the expenditure is over <£500 as per the Government Transparency agenda. Details of all contracts worth £5,000 or more in total value will also be published on the Authority’s website.

Organisations should state if any of the information supplied by them is confidential and commercially sensitive or should not be disclosed in response for the Information under the Act. Organisations should state why they consider the information to be confidential or commercially sensitive.

Please state here any specific information in this RFQ that you do not wish to be disclosed under Freedom of information Act. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

**Request for Quotation for** **organisation to collate and share feedback from victims of domestic abuse in Cambridgeshire and Peterborough**

|  |  |
| --- | --- |
| I the undersigned hereby declare by marking an X in the box: |  |

that the information provided is complete and accurate;

1. that the price in Section 4 is our best offer;
2. that no collusion with other organisations has taken place in order to fix the price;
3. to be subjected to the terms and conditions set out in Conditions of Contract identified in Appendix 1;
4. that no works/goods/supplies/services will be delivered or undertaken until both parties have executed the formal contract documentation as identified in Appendix 1 and an instruction to proceed has been given by the Authority in writing.

|  |  |
| --- | --- |
| **Name** |  |
| **Position Held** |  |
| **Date** |  |

1. CONDITIONS OF CONTRACT
2. For the purposes of the Agreement suppliers will need to comply with the Council’s relevant policies including the Whistleblowing Policy which can be accessed via the Council website.
3. The Council may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. For the purpose of any Children’s Services or Vulnerable Persons Services these shall be Enhanced Checks. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, or is of a type otherwise advised by the Council (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.
4. The Supplier is processing Personal Data on behalf of the Council. The extent of the permitted processing is set out in the table in Annex 5. The Supplier shall comply with any further written instructions from the Council with respect to Data Processing and the table in Annex 5 shall be updated accordingly.

**Annex 1**

**Terms and Conditions of Contract for Services**

1. DEFINITIONS:

1.1 In this Agreement unless the context otherwise requires the definitions set out below shall apply.

|  |  |
| --- | --- |
| “Agreement” | The Award Letter, these Conditions and the other annexes to the Award Letter; |
| “Council’s Representative” | the Council’s Representative specified in the Award Letter; |
| “Commencement Date” | the commencement date specified in the Award Letter**;** |
| “Consistent Failure”  “Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer” | means the Council serving three (3) Remediation Notices in a rolling six (6) calendar month period or six (6) Default Notices in a rolling six (6) calendar month period;  has the same meaning as set out in the GDPR; |
| “Data Protection Legislation” | (i) the General Data Protection Regulation (Regulation (EC) 2016/679 (**GDPR**), the Law Enforcement Directive (Directive( EU) 2016/6900 (**LED**) and any national implementing laws, as amended from time to time, (ii) the Data Protection Act 2018 (DPA **2018**) to the extent that it relates to the processing of personal data and privacy (iii) all applicable law about the personal data and privacy , including in each of (i), (ii) and (iii) all relevant regulatory policy, mandatory guidance and codes of practice; |
| “Data Loss Event” | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach; |
| “Data Subject Request” | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| “Data Protection Impact Assessment” | an assessment by the Supplier of the impact of the envisaged processing on the protection of Personal Data; |
| “Establishment” | any establishment owned and / or occupied by the Council or a third party from which the Services are provided or to which access is required in order to provide the Services; |
| “Expiry Date”  “Good Industry Practice”  “Joint Controllers” | means the date on which the Agreement expires;  means standards, practices, methods and procedures conforming to the Laws and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;  where two or more Controllers jointly determine the purpose and means of processing; |
| “Laws” | any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Supplier is bound to comply; |
| “Local Safeguarding Policy and Procedures” | the inter-agency safeguarding children and adults procedures of the county of Cambridgeshire**;** |
| “Modern Slavery Helpline”  “Price” | means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://modernslaveryhelpline.org/report> or by telephone on 08000 121 700;  the price as identified within Annex 2, exclusive of any applicable Tax, payable to the Supplier by the Council under the Agreement for the full and proper performance by the Supplier of its obligation; |
| “Prohibited Act”  “Proscribed Act” | (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward:  (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Council; or  (ii) for showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Council;  (b) committing any offence:  (i) under the Local Government Act 1972 and or the Bribery Act 2010; or  (ii) under legislation creating offences in respect of fraudulent acts; or  (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other agreement with the Council; or  (iv) defrauding or attempting to defraud or conspiring to defraud the Council;  (v) any action that may reasonably be considered to be to the detriment of the Council and or its end user’s welfare, either by positive action or by omission. Such action shall include but is not limited to; breach of the law, related to health, safety and or care, safeguarding, abuse, sexual allegations and or misconduct; financial malpractice or business continuity failure;  the following consistitute Proscribed Acts:   1. if a person commits: 2. an offence of cheating the public revenue; or 3. an offence under the law of any part of the United Kingdom consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax; 4. committing any offence: 5. under the Criminal Finances Act 2017; 6. under the Taxes Management Act 1970; 7. under the Value Added Tax Act 1994; 8. under the Customs and Excise Management Act 1979; 9. under any of the Finance Acts; 10. at common law concerning any form of fraudulent conduct which results in depriving HMRC of money to which it is entitled; |
| “Protective Measures” | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it |
| “Regulated Activity” | in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006; |
| “Replacement Service Provider” | any third party service provider appointed by the Council to supply any services that are substantially the same as or similar to any of the Services and which the Council receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract; |
| “Returning Employees” | means those persons listed in a schedule to be agreed between the parties prior to the end of the Term who it is agreed were employed by the Supplier (and/or any sub-contractor) wholly or mainly in the Services immediately before the end of the Term; |
| “Safety Legislation” | the Health and Safety at Work etc. Act 1974 and the Consumer Protection Act 1987 together with all regulations made under them including, but not limited to, the General Product Safety Regulations 1994, the Control of Substances Hazardous to Health Regulations 1999 and all other legislation, codes of practice and guidance from time to time amended (including subordinate legislation and European Community legislation to the effect that it has direct effect on member states) imposing legal requirements with respect to health and safety at work and/or the safety of any goods and equipment used in the performance of the Services and the health and safety of the users of such equipment; |
| “Services” | the services, duties and responsibilities to be provided, performed and observed by the Supplier pursuant to this Agreement and as specified in Annex 3; |
| “Staff” | all persons employed by the Supplier to perform its obligations under this Agreement together with the Supplier’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Agreement; |
| “Sub-Processor” | any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement |
| “Term” | from the Commencement Date to the Expiry Date with no option to extend but subject always to review or such lesser period as a result of the Agreement being terminated earlier in accordance with the provisions of this Agreement; |
| “TUPE Questionnaire”  “Working Day” | means a questionnaire and spreadsheet in the format attached at Annex 4 as may be varied from time to time;  a day (other than Saturday, Sunday or an official public bank holiday) |

* 1. The interpretation and construction of this Agreement shall be subject to the following provisions:

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing the masculine include the feminine and neuter;

(c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

(d) references 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 enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

(e) references to any party shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

(f) the words “include”, “included”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and

(g) headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

2. duration

2.1 This Agreement and the rights and obligations of the parties shall take effect on the Commencement Date and shall continue until the expiry of the Term or earlier termination of the Agreement.

3. NOTICES

3.1 Any notice, request, demand, consent or approval given under or in connection with this Agreement must be given in writing. Any such notice, request, demand, consent or approval shall be sent to the address of eithethe relevant party as set out in the Award Letter and, if sent by post, shall be deemed to have been received on the second Working Day following the date of posting.

4. The Service standard

## In the performance of the Services, the Supplier shall ensure that throughout the Term of this Agreement it shall:

## comply with the terms of this Agreement and any specifications or requirements included or referred to in the Agreement;

## operate in accordance with all Good Industry Practice and in compliance and conformance with all applicable Laws;

## carry out all reasonable directions of the Council’s Representative;

## use its reasonable endeavours to secure and achieve continuous improvement in the delivery of the Services during the Term;

## understand fully the risk potential of the type of Establishment in which it is performing the Services. The Supplier shall perform a thorough risk assessment exercise, and ensure that all of its operatives are particularly diligent and safety conscious;

## if given access to, or occupation of, an Establishment which may be granted to the Supplier from time to time shall be on a non-exclusive licence basis free of charge, the Supplier shall use the Establishments solely for the purpose of performing its obligations under this Agreement and shall limit access to the Establishment to such Staff as is necessary for that purpose. The Supplier shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently at the Establishment as the Council may reasonably request.

## be responsible for the accuracy of all information supplied to Council and shall pay the Council any extra costs occasioned by any discrepancies, errors or omissions therein; and

## notify the Council in writing immediately on learning of any relationship or potential conflict of interest that might influence or be perceived to influence the provision of the Services.

## Save as the Council may otherwise direct, the Supplier is deemed to have inspected the Establishments before commencing and during the delivery of the Services and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Agreement and accordingly no claim by the Supplier for additional payment or extension of time will be allowed on the grounds of any matter relating to the Establishments.

## In the event that the Supplier does not comply with the provisions of clause 4.1 in any way, the Council may serve the Supplier with a notice in writing setting out the details of the Supplier’s default (a Default Notice).;

5. Price and Payment

5.1 In consideration of the performance of the Supplier’s obligation under this Agreement by the Supplier, the Council shall pay the Price. No extra charges shall be effective unless agreed in writing and signed by the Council;

5.2 The Council shall promptly consider all invoices and notify the Supplier if it disputes any invoice. The Council shall pay the undisputed sums due to the Supplier within thirty (30) days of receipt of correctly rendered invoice, submitted on or at any time after completion of delivery of the Services or as otherwise specified in Annex 2 and to the reasonable satisfaction of the Council to a bank account nominated in writing by the Supplier. Each invoice shall include such supporting information required by the Council.

* 1. The Council may reduce payment in respect of any Services which the Supplier has either failed to provide or has provided inadequate Services;
  2. All amounts payable by the Council under this Agreement are exclusive of amounts in respect of valued added tax chargeable from time to time (the “VAT”). Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to the Council, the Council shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the performance of the Services at the same time as payment is due for the performance of the Services.
  3. If the Council fails to pay any amount properly due and payable by it under this Agreement, the Supplier shall have the right to charge interest on the overdue amount at the rate of one (1) per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Council disputes in good faith.
  4. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in the performance of the Services, and the Supplier shall allow the Council to inspect such records at all reasonable times on request.
  5. Payment by the Council shall be without prejudice to any claims or rights which the Council may have against the Supplier and shall not constitute any admission by the Council as to the performance by the Supplier of its obligation hereunder.
  6. If either party owes the other money under this Agreement (and such sum is not disputed), then the party who is owed the money may set off any such sum against any money it subsequently owes to the other under this Agreement.

6. Statutory rights

* 1. Nothing in these conditions shall affect in any way the statutory rights of the Council under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 or any subsequent amending or consolidating legislation.
  2. A party who is not a party to this Agreement is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where this Agreement expressly provides otherwise.
  3. The Supplier shall comply in all respects with the law and all applicable rules and regulations in all matters arising in the performance of or in connection with this Agreement.

7. BRIBERY, Corrupt Gifts, Fraud and tax evasion

7.1 As soon as either party becomes aware of or suspects the commission of any Prohibited Act and / or Proscribed Act in respect of the provision of the Services it will notify the other party.

7.2 In circumstances where a person employed by the Supplier is reasonably suspected of having committed a Prohibited Act and / or Proscribed Act the Supplier will provide to the Council such information as is reasonable to satisfy the Council that appropriate action has been taken to safeguard the Establishment and or its users and or the Council.

# 8. EQUALITIES

8.1 The Supplier 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 Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 when implemented or other relevant legislation equality legislation from time to time , or any statutory modification or re -enactments thereof.

8.2 The Supplier shall take all reasonable steps to secure the observance of clause 8.1 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors employed in the execution of this Agreement.

9. SAFEGUARDING

9.1 Where the supply of Services relates to a Regulated Activity, the Supplier shall:

1. ensure that all individuals engaged in the supply 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
2. monitor the level and validity of the checks under this clause 9.1 for each member of Staff.
3. operate policies and procedures on personnel matters for its Staff. These should include appropriate arrangements for recruitment, checks for suitability, levels of qualification and/or experience for specific posts, training and development, and supervisory, disciplinary and grievance procedures, having regard to the nature of the Agreement. Copies of policies and procedures must be made available to the Council on request;
4. not employ any Staff to undertake any Regulated Activity who appear unsuitable as a result of information received from the checks;
5. comply with the Public Interest Disclosure Act 1998 and shall comply with the Council’s Whistleblowing Policy and encourage its Staff to report any incidents of malpractice within the provision of the Agreement;
6. ensure that all Staff are aware of the Local Safeguarding Policy and Procedures and will ensure that an up to date copy of the Local Safeguarding Policy and Procedures;
7. have an internal policy for safeguarding vulnerable adults and children which is compatible to the Local Safeguarding Policy and Procedures;
8. ensure that allegations, suspicions and incidents of abuse be followed up promptly by the Supplier in accordance with the Local Safeguarding Policy and Procedures; and
9. ensure there are robust procedures for responding to suspicion or evidence of abuse and ensure that they follow-up concerns and pass relevant details to the Council immediately.

10. HEALTH AND SAFETY

101 The Supplier and its entire Staff (or persons, officer, agent, representative, or sub-contractor) employed by it will throughout the Term shall fully comply with the requirements of Safety Legislation;

10.2 The Supplier shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement.

10.3 Whilst at the Establishment, the Supplier shall comply with any health and safety measures implemented by the Council and or the Establishment in respect of Staff and other persons working there.

10.4 The Supplier shall notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Agreement at the Establishment where that incident causes any personal injury or damage to property which could give rise to personal injury.

10.5 The Supplier shall comply with the requirements of Safety Legislation and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working at the Establishment in the performance of its obligations under the Agreement.

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

11. Data protection LEGISLATION

11.1 This clause 12 applies where the Supplier is processing Personal Data as part of the Services. The Parties acknowledge that for the purposes of Data Protection Legislation the Council is the Controller and Supplier is the Processor. The only processing that the Suppler is authorised to do by the Council is set out in the table on data protection in Annex 5 and may not be determined by the Supplier.

11.2 The Supplier shall notify the Council immediately if it considers that any of the Council’s instructions infringe the Data Protection Legislation.

11.3 The Supplier shall provide all reasonable assistance to the Council in any preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:

1. a systematic description of the envisaged processing operations and the purpose of the processing;
2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
3. an assessment of the risks to the rights and freedoms of Data Subjects; and
4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data

11.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

1. process the Personal Data only in accordance with this clause and Annex 5, unless the Supplier is required to do otherwise by law. If it is so required the Supplier shall promptly notify the Council before processing the Personal Data unless prohibited by law.
2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event which the Council may reasonably reject (but failure to reject shall not amount to the approval by the Council of the adequacy of the Protective Measures), having taken account of the:
3. nature of the data to be protected.
4. harm that might result from a Data Loss Event
5. state of technological development; and
6. cost of implementing any measures;
7. ensure that:
8. the Supplier’s Personnel do not process Personal Data except in accordance with this Agreement.
9. it takes all reasonable steps to ensure the reliability and integrity of Personnel who gave access to the Personal Data and ensure that they:
10. are aware of and comply with the Supplier’s duties under this clause;
11. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-Processor;
12. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this agreement; and
13. have undergone adequate training in the use, care, protection and handling of Personal Data; and
14. not transfer Personal Data outside of the EU unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
15. the Council or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or Law Enforcement Directive (Directive (EU) 2016/680) as determined by the Council;
16. the Data Subject has enforceable rights and effective legal remedies;
17. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Supplier in meetings its obligations); and
18. the Supplier complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
19. at the written direction of the Council, delete or return Personal Data (and an copies of it) to the Council on termination of the Agreement unless the Supplier is require by law to retain the Personal Data.

11.5 Subject to clause 12.6, the Supplier shall notify the Council immediately if it;

1. receives a Data Subject Request (or purported Data Subject Request);
2. receives a request to rectify, block or erase any Personal Data;
3. receives any other request, complaint or communication relating to either Party’s obligations under the Data Protection Legislation;
4. receives any communication from the Information Commissioner or any other regulatory Council in connection with Personal Data processed under this Agreement.
5. receives a request from any third Party for disclosure of Personal Data where compliance with such a request is required or purported to be required by law; or
6. becomes aware of a Data Loss Event.

11.6 The Supplier’s obligation to notify under clause 12.5 shall include the provision of further information to the Council in phases, as details become available.

11.7 Taking into account the nature of the processing, the Supplier shall provide the Council with full assistance in relation to either Party’s obligations under Data Protection Legislation and any complaint, communication or request made under clause 12.5 (and within the timescales reasonably required by the Council) including by promptly providing:

1. the Council with full details and copies of the complaint, communication or request;
2. such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
3. assistance as requested by the Council following any Data Loss Event; and
4. assistance as requested by the Council with respect to any request from the Information Commissioners Office, or any consultation by the Council with the Information Commissioners Office.

11.8 The Suppler shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

1. the Council determines the processing is not occasional;
2. the Council determines the processing includes special categories of data referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences related to Article 10 of the GDPR; and
3. the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

11.9 The Supplier shall allow for audits of its Data Processing activity by the Council or the Council’s designated auditor.

11.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.

11.11 Before allowing any Sub-processer to process any Personal Data related to this Agreement, the Supplier must:

1. notify the Council in writing of the intended Sub-processer and processing;
2. obtain the written consent of the Council;
3. enter into a written agreement with the Sub-processer which gives effect to the terms set out in this clause 12 such that they apply to the Sub-Processor; and
4. provide the Council with such information regarding the Sub-Processor as the Council may reasonably require.

11.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-Processor.

11.13 The Council, may at any time on not less than 30 Working Days’ notice, revise this clause by replacing it with any applicable controller to processor standard clauses to similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).

11.14 The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Council may on not less than 30 Working Days’ notice to the Suppler amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

11.15 Where the Parties include two or more Joint Controllers as identified in the Specification or otherwise required by the Council the Parties shall enter into a Joint Controller agreement to reflect their responsibilities in relation to Personal Data.

11.16 This clause 12 shall survive the termination or early expiry of this Agreement.

12. FREEDOM OF INFORMATION

12.1 The Supplier recognises the Council's current and future obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations and any codes of practice issued by the Government and the appropriate enforcement agencies (“the FOIA”). The Supplier will comply with this legislation in so far as it places obligations upon the Council in the performance of its obligations under any contractual arrangement entered into. The Supplier will provide such assistance and support which may be requested from time to time by the Council for the purposes of enabling or assisting the Council to comply with the legislation.

## 12.2 In the event that the Council receives a request for access to information under the FOIA or any notice, recommendation or complaint made to the Council in relation to the FOIA, the Supplier shall provide to the Council in relation to an access request, any details in respect of the information as the Council may request and a copy of the relevant information where the Council requests such copy; and in relation to any notice, recommendation or complaint, any background details, supporting documentation and copy information which the Council may request in order to deal with such notice, recommendation or complaint within five (5) Working Days of the date of the request from the Council.

## 12.3 The Supplier acknowledges that the Council is obliged under the FOIA to disclose information, including information relating to its appointment under this Agreement and the Agreement, to third parties, subject to certain exemptions. The Supplier further accepts and acknowledges that the decision to disclose information and the application of any such exemptions under the FOIA will be at the Council’s sole discretion PROVIDED THAT the Council shall act reasonably in exercising its obligations under the FOIA as to whether any exemptions under section 43 of the FOIA may apply to protect the Supplier’s legitimate commercial and trade secrets.

13. CONFIDENTIALITY

13.1 Subject to clause 12 (Data Protection) and clause 13 (Freedom of Information) the Supplier shall not, without the prior written consent of the Council, during or after the termination or expiry of this Agreement disclose, directly or indirectly, to any person any information relating to the Agreement or the Council any information of whatever nature which is not in the public domain. The Supplier’s obligations under this condition shall survive the expiry or termination of this Agreement for whatever reason.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 Unless otherwise agreed in writing between the parties, all copyright, design rights and other intellectual property rights in any work which is developed in the course of the provision of the Services shall be vested in the Council and the Supplier shall do all things and render all such assistance as may be reasonably required by the Council in order to vest such rights in the Council.

14.2 Any database, program, plans, drawings, documents, handbooks, codes of practice or other information in whatever form (the "IPR Documents") provided by the Council pursuant to the Agreement shall at all times remain its property and the Supplier shall not use, reproduce, disseminate, adapt, transmit in any form or by any means the IPR Documents or any part thereof or permit the same to be so used, reproduced, disseminated, adapted or transmitted as aforesaid or published other than for the purposes of carrying out its obligations under the Agreement.

14.3 The Supplier hereby grants to the Council an irrevocable, non-exclusive, royalty-free licence to use for any purpose in connection with the Services all the Supplier’s intellectual property which the Supplier has used or supplied in connection with the Services, provided that the Supplier shall have no liability for any use of such intellectual property other than for the purposes for which it is intended. The Council may grant sub-licences out of the said licence.

14.4 The Supplier shall indemnify the Council against all loss, damage, costs and expenses for which the Council is or becomes liable as a result of any infringement or alleged infringement by the Supplier of any third party’s intellectual property rights.