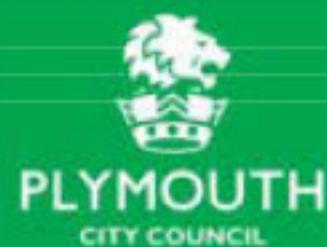


# **SERVICES AGREEMENT**



# **Community Equipment Service for Plymouth**

# **CONTRACT**

# **PEO/25007**

This Contract is entered into as of the 1<sup>st</sup> day of October 2025

**BETWEEN**

**PLYMOUTH CITY COUNCIL** (including its employees and agents) whose office is at Ballard House, Plymouth. PL1 3BJ (which, is herein after called the "Council")

and

**Millbrook Healthcare Ltd** whose registered office is at Nutsey Lane Calmore Ind Estate, Totton, Southampton, Hampshire, SO40 3XJ (hereinafter called the "Supplier")

WHEREAS

the Council requires the Supplier to carry out the following (hereinafter called the "Services")

**Provision of Community Equipment Service**

NOW IT IS HEREBY AGREED that

This Contract shall consist of the following parts and in the event of conflict between the documents forming this Contract they shall take precedence over each other in the order listed.

- (1) Annex 2 - Special Conditions of Contract
- (2) Annex 1 - General Conditions of Contract
- (3) Annex 3 - Schedule of Rates and Prices
- (4) Annex 4 – Specification
- (5) Annex 5 – Supplier Method Statements
- (6) Annex 6 - Supplier Details

The Supplier shall carry out and complete the Services in accordance with the Conditions of Contract and the Special Conditions of Contract and the Council will pay to the Supplier such sums as shall become due in accordance with this the Schedule of Rates.

The Services shall commence on **1<sup>st</sup> October 2025**.

This Contract shall expire on **31<sup>st</sup> January 2029**.

OFFICIAL

AS WITNESS the hands of the said parties

Signed by the said: Millbrook Healthcare (the Supplier)

*Andrew Crawshaw*

(AUTHORISED SIGNATORY)

Andrew Crawshaw.....PRINT NAME

Chief Executive.....POSITION

.....WITNESS

Tim Jones.....PRINT NAME

Group Finance Director.....POSITION

8/10/2025.....DATED

Signed by the said: Plymouth City Council (the Council)

*Gary Walbridge*

(AUTHORISED SIGNATORY)

Gary Walbridge.....PRINT NAME

Strategic Director for Adults, Health and Communities.....POSITION

Karen Gentry.....WITNESS

Karen Gentry.....PRINT NAME

Executive Assisstant.....POSITION

17 November 2025.....DATED

## **ANNEX I - GENERAL CONDITIONS OF CONTRACT**

These terms and conditions govern the Supplier's provision of Services to the Council and are incorporated into the Contract.

### **I Interpretation**

I.1 In these Conditions, the following definitions apply:

**Acceptance Criteria:** any criteria with which any Deliverables must comply as set out in the Purchase Order or the Specification or evidenced by written agreement between the parties.

**Annex:** any of the following annexes (if used): Annex 2 - Special Conditions of Contract; Annex 4 - Specification.

**Applicable Law:** the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services from time to time.

**Business Continuity Plan:** a plan prepared and maintained by the Supplier which is required to be robust, with a clearly defined risk assessment, strategy for resilience and strategy for recovery of usual service provision.

**Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

**Charges:** the charges for the Services referred to in Condition 13 and set out in the Purchase Order.

**Codes of Practice:** the Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records issued pursuant to sections 45 and 46 of the FOIA and any similar or subsequent codes or guidance issued in relation to the Council's FOIA obligations, as amended, updated and replaced from time to time.

**Conditions:** these terms and conditions, including any Annexes.

**Confidential Information:** all information of a confidential nature (however recorded or preserved) disclosed or made available, directly or indirectly, by the Council or its Representatives to the Supplier or its Representatives, including any information which is marked OFFICIAL: SENSITIVE or private and any information relating to the Council's members, customers, clients, suppliers, business, strategy, plans, intentions, market opportunities, operations, processes or Intellectual Property.

**Contract:** the contract between the Council and the Supplier for the provision of the Services comprising the Purchase Order and these Conditions.

**Council:** Plymouth City Council whose office is at Ballard House, Plymouth, PL1 3BJ.

**Council Materials:** shall have the meaning given in Condition 4.1.4.

**Council Representative:** any individual named as such in the Purchase Order or such person or persons as notified to the Supplier by the Council in writing from time to time.

**Data Protection Law:** the Data Protection Act 2018, all related and subordinate legislation including GDPR and any guidance or codes of practice issued by the Information Commissioner.

**Deliverables:** all products of the Services (whether tangible or not), including Documents and data (and drafts of either) and the media on which they are recorded.

**Delivery Location:** the address specified by the Council in the Purchase Order where the Services are to be performed. Where no address is specified, the Services shall be performed at Plymouth City Council, Ballard House, Plymouth, PL1 3BJ.

**Document:** includes any document in hard or electronic copy.

**EIR** the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Information:** has the meaning given under section 84 of FOIA.

**Intellectual Property Rights:** all intellectual property rights, whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world including all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets).

**Millbrook:** means Millbrook Healthcare Ltd trading as Millbrook Healthcare Ltd registered company number 00833987.

**Public Body:** any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

**Purchase Order:** the written order from the Council for Services incorporating or attached to these Conditions.

**Premises:** any premises owned, leased to, controlled or occupied by the Council or its Representatives which are made available for use by the Supplier or its Representatives for the delivery or performance of the Services.

**Previous Supplier:** Nottingham Rehab Ltd trading as NRS Healthcare Ltd or any other supplier of any services provided prior to the Service Transfer Date which are identical or substantially similar to any of the Services.

**Representatives:** employees, officers, agents, advisors, sub-contractors, suppliers or other representatives.

**Request for Information:** a request for Information or an apparent request under the Code of Practice on Access to Government Information, FOIA or EIR.

**Service Transfer Date:** the date on which the Supplier begins to carry out the Services (or any part of the Services)

**Services:** the services provided or to be provided by the Supplier under the Contract as set out in the Purchase Order and/or Specification including the Deliverables.

**Specification:** any description of the Services (including any Deliverables to be produced) set out in Annex 4.

**Supplier:** the person, firm or company to whom the Purchase Order is addressed.

**Transfer Regulations:** Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended and any successor legislation.

1.2 In these Conditions, the following rules of interpretation apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes faxes and e-mails

1.3 In the event of any inconsistency or conflict between any Purchase Order and these Conditions, these Conditions shall prevail.

1.4 In the event of any inconsistency or conflict between any Annex and these Conditions, the Annex shall prevail.

## 2 Formation of Contract

2.1 The Contract shall come into existence and take effect on the Council's issue of a Purchase Order for the Services and shall remain in full force and effect until either:

2.1.1 the parties have discharged all their obligations under it (at which point it shall expire); or

2.1.2 it is terminated in accordance with these Conditions.

2.2 These Conditions apply to the supply of the Services to the exclusion of any other terms that the Supplier may seek to impose or incorporate (including any standard trading terms of the Supplier), or which are implied by trade, custom, practice or course of dealing.

### **3 Supplier's warranties**

3.1 The Supplier shall provide the Services in accordance with the Acceptance criteria

3.2 The Supplier warrants that:

3.2.1 it will use best endeavors to meet any dates set out in the Purchase Order or Specification for the delivery of the Deliverables or the performance of the Services or (where no dates are so specified) then the Supplier perform the Services (any delivery any Deliverables) within a reasonable time;

3.2.2 it has and will maintain all the licences, permissions, authorisations, consents and permits required to carry out its obligations under the Contract;

3.2.3 its Representatives will behave in a polite and courteous manner at all times when on the Premises;

3.2.4 it will perform the Services with all reasonable care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade;

3.2.5 it will use the best quality goods, tools, materials, standards and techniques in performing the Services;

3.2.6 its Representatives will comply with such Council's policies and procedures, signs, notices and other reasonable instructions notified by the Council to the Supplier (or its Representatives) from time to time and relating to the use of the Premises or any part of them or any equipment or facilities at the Premises; and

### **4 Supplier's general undertakings**

4.1 The Supplier undertakes to:

4.1.1 provide at its expense and risk all equipment, tools, materials, machines and vehicles and such other items as are required to provide the Services;

4.1.2 co-operate with the Council and any third party nominated by the Council in all matters relating to the Contract;

4.1.3 comply with all reasonable instructions of the Council pertinent to the performance of the contract;

- 4.1.4 hold all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Supplier (Council Materials) in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose of or use the Council Materials other than in accordance with the Council's written instructions or authorisation;
- 4.1.5 promptly remove from the Premises any rubbish generated and any of its equipment, tools, materials, machines and vehicles and any other items used in connection with the performance of the Services and leave the Premises in a clean and tidy condition, failing which the Council may dispose of them and make good the Premises at the expense of the Supplier;
- 4.1.6 use all reasonable endeavours to transfer to the Council the benefit of any warranty or guarantee given by the manufacturer of any goods contained in the Deliverables of which the Supplier is not the manufacturer;
- 4.1.7 notify the Council as soon as practicable of any health and safety or other hazards at the Premises of which it becomes aware; and
- 4.1.8 it will comply with the International Financial Reporting Standard [for Small and Medium-sized Entities (SMEs)] and any other International Financial Reporting Standard that it is required to comply with by Applicable Law.

## **5 Variation of the Services**

- 5.1 The Council reserves the right on giving written notice to the Supplier from time to time to request changes to the Services (including by way of the removal of Services, the addition of new Services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reason whatsoever. Such a change is hereinafter called "a Variation".
- 5.2 In the event of a Variation the Charges may also be varied as agreed in writing by the parties. Such variation in the Charges shall be calculated by the Council and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances.
- 5.3 The Supplier shall provide such information as may be reasonably required to enable such varied price to be calculated.

## **6 Supplier's personnel**

- 6.1 The Council reserves the right:
  - 6.1.1 to refuse to admit to the Premises and to require the Supplier to replace with another suitably qualified person any Representative of the Supplier whose admission would in the reasonable opinion of the Council be undesirable; and
  - 6.1.2 to request the replacement of any Representative of the Supplier who in the Council's reasonable opinion is not suitably qualified or experienced to perform the Services.

- 6.2 Where any Representative of the Supplier is named on the Purchase Order or in the Specification as fulfilling a specific role in connection with the performance of the Services, the Supplier will use all reasonable endeavours to ensure that the named Representative continues to fulfil the specified role and will not replace him or her without the Council's written consent, such consent not to be unreasonably withheld.
- 6.3 If reasonably so requested by the Council and subject to compliance by both parties with Data Protection Law, the Supplier shall promptly provide a list of the names and addresses of all persons who may at any time require admission to the Premises in connection with the performance of the Services, specifying the role in which each such person is concerned with the Supplier and giving such other particulars as the Council may require.

## **7 Testing and acceptance of Deliverables**

- 7.1 All Deliverables must meet any relevant Acceptance Criteria.
- 7.2 The Council may test Deliverables at any time during the period of 15 Business Days following notification by the Supplier of completion of the Services (or relevant part of the Services) and production at the Premises of the Deliverables.
- 7.3 If any Deliverables fail to meet their Acceptance Criteria the Council will notify the Supplier accordingly specifying the non-conformity.
- 7.4 Where Deliverables fail to meet the Acceptance Criteria the Council will request the Supplier to remedy the non-compliance at its own expense within 15 Business Days of the Council's notification under Condition 7.3, following which the Council shall have a further 15 Business Days in which to re-test the Deliverables for conformity with the Acceptance Criteria.
- 7.5 If any Deliverables fail to meet the Acceptance Criteria on re-testing under Condition 7.4, the Council may reject them and exercise its rights under Condition 9.

## **8 Risk and title**

- 8.1 Risk in Deliverables shall pass to the Council on acceptance under Condition 7.
- 8.2 Title to Deliverables shall pass to the Council on acceptance under Condition 7.

## **9 The Council's remedies**

- 9.1 If:
- 9.1.1 the Supplier fails to perform the Services by the date required under these Conditions; or
  - 9.1.2 the Supplier fails to comply with its warranties set out in Condition 3; or
  - 9.1.3 Condition 7.5 applies the Council may exercise any of the rights set out in Condition 9.2
- 9.2 The rights referred to in Condition 9.1 are:

- 9.2.1 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - 9.2.2 to refuse to accept any delivery of Deliverables which the Supplier attempts to make;
  - 9.2.3 to reject any Deliverables (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
  - 9.2.4 to recover from the Supplier any costs incurred by the Council in having a third party provide substitute Services or in performing the Services itself;
  - 9.2.5 where the Council has paid in advance for Services that have not been performed by the Supplier, to have such sums refunded by the Supplier immediately;
  - 9.2.6 to claim damages for any additional costs, loss or expenses incurred by the Council which are attributable to the Supplier's failures set out in Condition 9.1;
  - 9.2.7 to terminate the Contract with immediate effect by giving written notice to the Supplier.
- 9.3 The rights set out in Condition 9.2 are cumulative and the exercise by the Council of any one of them shall not preclude it from exercising any other.
- 9.4 The Council's rights under this Condition 9 are in addition to its rights and remedies implied by statute and at common law.

## **10 The Council's obligations**

- 10.1 The Council will:
- 10.1.1 provide the Supplier with reasonable access to the Premises at reasonable times during Business Days for the purpose of providing the Services or delivering the Deliverables;
  - 10.1.2 where appropriate, provide reasonable access to facilities on the Premises; and
  - 10.1.3 provide such information as the Supplier may reasonably request in connection with the provision of the Services provided that the Council (acting reasonably) considers such information necessary for the purpose of providing the Services.

## **11 Transfer Regulations**

- 11.1 To the extent that the Transfer Regulations apply, the parties will comply with their respective obligations imposed by the Transfer Regulations and each shall indemnify the other from and against all losses, costs, claims, demands, actions, fines, penalties awards, liabilities and expenses (including legal expenses on an indemnity basis) the it may suffer in connection with or as a result of any claim, action or demand by any person or their representative arising out of any breach of its obligations under the Transfer Regulations.

## **12 Liability**

- 12.1 In this Condition 12, a reference to the Council's liability for something is a reference to any liability whatsoever which the Council might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from the Council's negligence or from negligence for which the Council would otherwise be liable.
- 12.2 The Council is not in breach of the Contract, and does not have any liability for anything, to the extent that its apparent breach or liability is attributable to the Supplier's breach of the Contract.
- 12.3 Subject to Condition 12.5 the Council shall not have any liability for:
- 12.3.1 any indirect or consequential loss or damage;
  - 12.3.2 any loss of business, rent, profit or anticipated savings whether direct or indirect unless it has expressly assumed such liability;
  - 12.3.3 any damage to goodwill or reputation;
  - 12.3.4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Premises by the Supplier or its Representatives; or
  - 12.3.5 any loss, damage, costs or expenses suffered or incurred by any third party.
- 12.4 Subject to Condition 12.5
- 12.4.1 the Council's total liability shall be limited to the Charges it has paid or is due to pay to the Supplier under the Contract
  - 12.4.2 **the Supplier's total liability shall be limited to the sum of £2 (two) million over above any recoverable from insurance claims.**
- 12.5 Nothing in these Conditions restricts either party's liability for:
- 12.5.1 death or personal injury resulting from negligence for which it is responsible; or
  - 12.5.2 its fraud (including fraudulent misrepresentation).

## **13 Charges and payment**

- 13.1 The Charges for the Services and the date or dates on which they are payable are set out in the Purchase Order or any Annex; and
- 13.1.1 (in the case of Deliverables) shall be inclusive of any costs of packaging, insurance and carriage;

- 13.1.2 (in the case of Services) shall include all costs and expenses of the Supplier and its Representatives directly or indirectly incurred in connection with their performance; and
- 13.1.3 in the case of The Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 Plymouth City Council are the end user. Please issue us with a normal VAT invoice, with VAT charged at the appropriate rate. Plymouth City Council will not account for the reverse charge.
- 13.1.4 unless otherwise specified shall be inclusive of any amounts in respect of valued added tax chargeable from time to time (VAT).
- 13.2 Unless otherwise provided in the Purchase Order, the Supplier may invoice the Charges at any time on or after whichever is the later of acceptance of the Deliverables or completion of the Services.
- 13.3 Invoices must include the Purchase Order number and sufficient supporting information to enable the Council to identify the Deliverables and Services for which payment is claimed.
- 13.4 Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Council, the Supplier shall provide a valid VAT invoice.
- 13.5 Where Charges for the Services are based on the cost of time and materials at rates set out in the Purchase Order, the Supplier shall maintain and provide to the Council complete and accurate records of the time spent and materials used in providing them and attach such records to the relevant invoice.
- 13.6 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Council in order to justify withholding payment of any amount in whole or in part. The Council may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Council to the Supplier.

## **14 Intellectual property rights**

- 14.1 The Supplier warrants that:
- 14.1.1 the Supplier has all Intellectual Property Rights, permissions, licences and consents necessary to carry out its obligations under the Contract and shall not carry out its obligations in breach of any Intellectual Property Right permission, licence or consent; and
- 14.1.2 in respect of the Deliverables, the Supplier has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Council, it has full and unrestricted rights to transfer full title to all such items to the Council.
- 14.2 subject to clause 14.5 and unless otherwise provided in the Specification,
- 14.2.1 the Supplier grants to the Council, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including all Deliverables.

- 14.2.2 the Supplier agrees and acknowledge that any Intellectual Property Rights created by Contractors in connection with the Services shall vest in the Council; and
- 14.2.3 the Supplier shall ensure that Contractors are under an obligation to assign any Intellectual Property Rights which they create in connection with the Services to the Council and the Supplier assigns to the Council any such Intellectual Property Rights.
- 14.3 The Supplier shall, promptly at the Council's request, do (or procure to be done) all such further acts and things and execute (or procure the execution of) all such other documents as the Council may from time to time require for the purpose of securing for the Council the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned or licensed to the Council in accordance with the Contract.
- 14.4 The Council reserves to itself or its licensors all the Council Materials and any Intellectual Property Rights in them and the Contract shall not unless otherwise provided in the specification operate to vest in the Supplier any rights in the Council Materials other than a licence, for the duration of the Contract, to use them to the extent necessary to enable the Supplier to carry out its obligations under the Contract.
- 14.5 **The Supplier's ownership of any Intellectual Property Rights existing prior to the Contract shall be retained by the Supplier**

## **15 Indemnity**

- 15.1 The Supplier shall indemnify, and shall keep indemnified, the Council in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses, awarded against or incurred or paid by the Council as a result of or in connection with:
- 15.1.1 any claim made against the Council for death, personal injury or damage to property arising out of, or in connection with, any non-compliance of the Deliverables or Services with the Contract;
- 15.1.2 any claim made against the Council arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier;
- 15.1.3 any claim made against the Council arising out of, or in connection with the negligence of the Supplier or its Representatives whilst on, entering, or leaving the Premises;
- 15.1.4 any claim made against the Council for infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the Council's use of the Services;
- 15.1.5 all damage to the Council's property or the Premises caused by the Supplier or its Representatives (including any damage or destruction to, corruption of, or loss of data held by the Council);
- 15.1.6 any breach of Data Protection Law by the Supplier or its Representatives; and

- 15.1.7 any claim made against the Council by a third party resulting from, or arising out of any breach by the Supplier of its obligations under Conditions 14 or 17.
- 15.2 The Supplier shall not be liable to the Council for any losses, damage or injury to the extent that they are caused by or arise directly out of the act or omissions of the Council in breach of its obligations under the Contract.
- 15.3 The Council shall indemnify and keep indemnified the Supplier against all reasonable losses incurred by the Supplier as a result the failure of the Previous Supplier to perform its specific obligations in respect of the supply and maintenance of equipment in accordance with the requirements of the contract between the Previous Supplier and the Council, subject always to the Supplier taking reasonable steps to mitigate such Losses for a period of 12 months from the contract start date.

## **16 Insurance**

- 16.1 For the duration of the Contract, the Supplier shall maintain (or procure the maintenance of) in force, with a reputable insurance company, insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier or by a Contractor under or in connection with the Contract, including death or personal injury, or loss of or damage to property.
- 16.2 The insurance required under Condition 16 shall include as a minimum where relevant to the contract:
- 16.2.1 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) per claim and unlimited in the aggregate in any one period of insurance;**
- 16.2.2 public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) per claim and unlimited in the aggregate in any one period of insurance;
- 16.2.3 professional indemnity insurance with a limit of not less than two million pounds (£2,000,000) per claim. Professional indemnity insurance must be maintained for a period of 6 years following the end of the contract or service delivery thereafter; and
- 16.3 The Supplier shall, at the request of the Council, produce to the Council a valid certificate of insurance and such other written documentation as is necessary to demonstrate that the Supplier has complied with its obligations under this Condition 16.
- 16.4 The Supplier shall not do or permit anything, or make any omission, which might cause any insurance to be voided.
- 16.5 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities incurred in connection with the Contract.

- 16.6 The Supplier shall inform the Council in writing whenever there is any change to the insurance referred to in this Condition 16 (including any change in the scope or level of cover or the identity of the insurer).

## **17 Confidentiality**

- 17.1 Subject to Condition 17.2, the Supplier shall not acquire any rights of ownership or use in any Confidential Information originating from or provided by the Council.

- 17.2 The Supplier undertakes:

17.2.1 to restrict disclosure of Confidential Information to such of its Representatives as need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that all such Representatives are subject to obligations of confidentiality corresponding to those set out in this Condition 17.

17.2.2 that the Supplier and its Representatives shall use Confidential Information only for the purposes of performing their respective obligations under the Contract;

17.2.3 that any person employed or engaged by the Supplier in connection with the Contract shall not, in the course of such employment or engagement, disclose any Confidential Information to any third party without the prior written consent of the Council;

17.2.4 to take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than as permitted by this Condition 17; and

17.2.5 that, without prejudice to the generality of the foregoing, neither the Supplier nor any of its Representatives shall use the Confidential Information for the solicitation of business from the other or from any third party.

- 17.3 The provisions of Condition 17 shall not apply to any information which:

17.3.1 is or becomes public other than by breach of this Condition 17 or

17.3.2 is in the possession of the Supplier without restriction on disclosure before the date of receipt from the disclosing person; or

17.3.3 is independently developed by the Supplier without access to the Confidential Information;

or

17.3.4 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

**18 Termination**

- 18.1 Without limiting its other rights or remedies, the Council may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 18.1.1 the circumstances set out in Conditions 9.1 or 23.3 or 32 apply;
  - 18.1.2 the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of receipt of written notice of the breach;
  - 18.1.3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - 18.1.4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
  - 18.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
  - 18.1.6 the Supplier (being an individual) is the subject of a bankruptcy petition order;
  - 18.1.7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against,  
the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - 18.1.8 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
  - 18.1.9 a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 18.1.10 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
  - 18.1.11 the Supplier becomes the subject of administration or an administration order (in each case whether or not the out of court procedure is used);

- 18.1.12 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 18.1.3 to Condition 18.1.11 (inclusive);
- 18.1.13 the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- 18.1.14 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 18.2 Without limiting its other rights or remedies, the Council may at any time terminate the Contract in whole or in part by giving the Supplier three month's written notice, in which case the Council shall pay the Supplier for any Services performed up until the date of termination, but shall not be liable for any anticipated profits or any other loss in respect of the termination.

## **19 Consequences of termination**

19.1 On expiry or termination of the Contract or any part of it for any reason the following shall apply:

- 19.1.1 where the Services are terminated, the Supplier shall immediately deliver to the Council all Deliverables, whether or not then complete, and return all the Council Materials to the Council. If the Supplier fails to do so, then the Council may, without limiting its other rights or remedies, enter the Supplier's premises and take possession of the Deliverables and/or the Council Materials. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe-keeping and will not use them for any purpose; and
- 19.1.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- 19.2 The following Conditions shall survive expiry or termination and shall continue in full force and effect: 1, 2.2, 3, 4, 7, 9, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 39 and any other Condition which expressly or by implication has effect after expiry or termination shall continue in full force and effect.

## **20 Publicity**

- 20.1 The Supplier shall not make any press announcements or publicise the existence or terms of the Contract without the Council's prior written consent and shall ensure the observance of the provisions of this Condition 20 by its Representatives.
- 20.2 The Council shall be entitled to publicise the Contract or any Purchase Order (or any information concerning either) for any reason without any obligation to give notice to the Supplier.

## **21 Dispute resolution**

- 21.1 The parties shall attempt, in good faith, to resolve any dispute promptly by negotiation which shall be conducted as follows:
- 21.1.1 the dispute shall first be referred, on the request of either party, to a senior manager within each of the parties; and
  - 21.1.2 if the dispute cannot be resolved by the parties' senior managers within 10 Business Days after it has been referred to them, either party may give notice to the other party in writing referring the matter to mediation to be conducted in accordance with Condition 21.2.
- 21.2 The following provisions shall apply to any such reference to mediation:
- 21.2.1 the reference shall be a reference under the Model Mediation Procedure (MMP) of the Centre of Dispute Resolution (CEDR) for the time being in force;
  - 21.2.2 both parties shall, immediately on such referral, co-operate fully, promptly and in good faith with CEDR and the mediator and shall do all such acts and sign all such documents as  
CEDR or the mediator may reasonably require to give effect to such mediation, including  
an agreement in, or substantially in, the form of CEDR's Model Mediation Agreement for the time being in force; and
  - 21.2.3 to the extent not provided for by such agreement of the MMP, the mediation shall commence by either party serving on the other written notice setting out, in summary form, the issues in dispute and calling on that other party to agree the appointment of a mediator. The mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the parties or, in default of agreement, appointed by CEDR.
- 21.3 If the parties are able to resolve the dispute through mediation under this Condition 21, the parties' authorised Representatives will document the resolution and sign a memorandum evidencing its terms.
- 21.4 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.
- 21.5 Nothing in this Condition 21 shall prevent either party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.
- 21.6 The Supplier shall continue to provide the Services and to perform its obligations under the Contract notwithstanding any dispute or the implementation of the procedures set out in this Condition 21.
- 22 Conflict of interest**
- 22.1 The Supplier shall take all appropriate steps to ensure that neither it nor any of its Representatives is placed in a position where (in the reasonable opinion of the Council) there is or may be an actual, perceived or potential conflict between, on the one hand, the pecuniary or personal interests of the Supplier or its Representatives

and, on the other hand, such persons' duties owed to the Council under the provisions of the Contract.

- 22.2 The Supplier must disclose to the Council full details of any actual or potential conflict of interest in writing and comply with any reasonable instructions of the Council in connection with their resolution.

## **23 Corruption**

- 23.1 The Supplier undertakes to:

23.1.1 comply with all applicable laws and regulations and codes relating to anti bribery and anti corruption including, but not limited to, the Bribery Act 2010;

23.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

23.1.3 comply with the Council's anti corruption policies disclosed to the Supplier from time to time;

23.1.4 ensure that any of its Representatives associated with the supply of the Services comply with this clause 23; and

23.1.5 immediately notify the Council if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier.

- 23.2 For the purposes of clause 23.1, the meaning of "foreign public official" and whether a person is "associated" with another person shall be determined in accordance with sections 6(2), 6(5), 6(6) and 8 of the Bribery Act 2010.

- 23.3 The Council shall be entitled to terminate the Contract forthwith and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Representative:

23.3.1 offers or agrees to give any person working for or engaged by the Council or any other Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and the Council or any Public Body, including its award to the Supplier and any of the rights and obligations contained within it;

23.3.2 has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Council or any other Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Council before the Contract is entered into;

23.3.3 breaches the undertaking set out in clause 23.1; or

23.3.4 gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

23.4 For the purposes of Condition 23.1, "loss" shall include, but shall not be limited to:

23.4.1 the Council's costs in finding a replacement Supplier.

23.4.2 direct, indirect and consequential losses.

23.4.3 any loss suffered by the Council as a result of a delay in its receipt of the Deliverables and / or Services.

## 24 Audit

24.1 The Supplier shall keep and maintain until six years after the Contract has come to an end, or for such longer period as may be specified by the Council in writing from time to time:

24.1.1 all Information relating to the Contract.

24.1.2 full and accurate records of the following:

- (a) the Services provided under the Contract;
- (b) all Charges paid by the Council; and
- (c) such other information as the Council specifies in writing from time to time.

24.2 The Supplier shall on request afford the Council, the Council's Representatives or the Council's auditors such access to such information or records (including the information referred to in Conditions 24.1.1 and 24.1.2) as may (in the reasonable opinion of the Council) be required by the Council in order to comply with its legal obligations (including its obligations under FOIA).

## 25 Discrimination

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

25.2 The Supplier shall take all reasonable steps to secure the observance of Condition 25.1 by all of its Representatives employed in the performance of the Contract.

25.3 The Supplier shall:

25.3.1 have appropriately trained staff available to deal with racial issues or complaints and monitor the same and the manner of dealing therewith. Such

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information shall be passed to the Council on a regular basis as agreed with the Council; and

- 25.3.2 actively endeavour to achieve a workforce representative of the ethnic diversity of the area.

## **26 Human rights**

- 26.1 The Supplier shall (and shall use its reasonable endeavours to procure that its Representatives shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Contract.
- 26.2 The Supplier shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

## **27 Data Protection Law**

- 27.1 The Supplier guarantees that they comply with the requirements set in place by the Data Protection Act 2018, which includes provisions set out in the EU General Data Protection Regulation (GDPR) 2016, and shall not do anything or perform its obligations under or in connection with the Contract in such a way as to cause the Council to breach any of its obligations under Data Protection Law.
- 27.2 During the duration of the Contract, the Council will remain the data controller, with the Supplier being the data processor. All decisions on how the relevant Personal Data is to be processed will be made by the Council in consultation with the Supplier and must be evidenced in writing and signed on behalf of both Parties.
- 27.3 The Council requires that the Supplier will undertake the processing of the supplied data for the period of the Contract, or other timeframe if less than the Contract duration.
- 27.4 The Council are providing data to the Supplier for processing by the Supplier in accordance with the Contract.
- 27.5 The Council will supply a specific set of information which will form part of an information sharing agreement.
- 27.5.1 The Council requires the Supplier to record this information in an Information Asset Register which clearly states the legal basis for processing, the source of the information, and whether it is shared with anyone.
- 27.6 If the Supplier, pursuant to its obligations under the Contract, processes Personal Data (as defined in the Data Protection Act 2018 and GDPR) on behalf of the Council, the Supplier shall:
- 27.6.1 process the Personal Data only in accordance with written instructions from the Council;
- 27.6.2 process the Personal Data only to the extent, and in such manner, as is necessary for the performance of its obligations under the Contract;
- 27.6.3 implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, such measures to be appropriate to

the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 27.6.4 notify the Council promptly if it becomes aware of any breach of any of its measures put in place under this Contract;
- 27.6.5 ensure that people processing the data are subject to a duty of confidence;
- 27.6.6 obtain prior written consent from the Council in order to transfer the Personal Data to any third party for the provision of the Services;
- 27.6.7 only engage sub-processors with the prior consent of the Council and under a written Contract;
- 27.6.8 ensure that any personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in Condition 27;
- 27.6.9 ensure that none of those personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the other party;
- 27.6.10 notify the Council immediately if it receives:
  - 27.6.10.1 a request from a Data Subject (as defined in the Data Protection Act 2018) to have access to that Data Subject's Personal Data; or
  - 27.6.10.2 a compliant or request relating to the other party's obligations under Data Protection Law;
- 27.6.11 provide the Council with full co-operation and assistance in relation to any complaint or request made, including by providing the other party with full details of the complaint or request: and
- 27.6.12 assist the Council in providing subject access and allowing data subjects to exercise their rights under the Data Protection Act/GDPR;
- 27.6.13 not transmit or process Personal Data outside the United Kingdom without the prior written consent of the other party and, where the other party so consents to a transfer;
- 27.6.14 delete or return all Personal Data to the Council as requested at the end of the Contract;
- 27.6.15 submit to audits and inspections, provide the controller with whatever information it needs to ensure that both the Supplier and the Council are meeting their Article 28 obligations and notify the Council's controller immediately it is asked to do something infringing the GDPR or other data protection law of the UK.
- 27.6.16 ensure that any systems used to process Personal Data on behalf of the Council are fully tested and accredited by an authorised company on an annual basis.

27.6.17 ensure that any systems used have proactive monitoring in place to identify any breach proactively.

27.6.18 ensure that there is a procedure in place to secure and supply any audit information or log files associated with any breach.

27.7 The Supplier agrees to indemnify, and shall keep indemnified, Council against any liability, costs, expenses, losses, claims or proceedings whatsoever arising under any statute or at common law or for breach of Contract in respect of:

27.7.1 damage to property, real or personal, including any infringement of third party intellectual property rights; and

27.7.2 injury to persons, including injury resulting in death; and any direct economic or financial loss

27.7.3 any direct economic or financial loss arising out of, or in connection with any act, omission or default of the Supplier, its staff, agents or sub-contractors in relation to the Data, except in so far as such damages or injury shall be due to any negligence of Council.

## **28 Freedom of information**

28.1 The Supplier acknowledges that the Council is subject to the requirements of FOIA and EIR and shall assist and co-operate with the Council (at the Supplier's expense) to enable the Council to comply with its obligations under FOIA and EIR. The Supplier shall act in accordance with the FOIA, the Codes of Practice, the EIR and any other similar codes of practice or guidance from time to time.

28.2 The Supplier shall and shall procure that its Representatives shall:

28.2.1 transfer any Request for Information to the Council as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information;

28.2.2 provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council requesting that Information; and

28.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

28.3 The Council shall be responsible for determining (in its absolute discretion) whether any Information:

28.3.1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

28.3.2 is to be disclosed in response to a Request for Information, and in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Council.

28.4 The Supplier acknowledges that the Council may be obliged under the FOIA or EIR to disclose Information:

28.4.1 without consulting with the Supplier, or

28.4.2 following consultation with the Supplier and having taken its views into account.

28.5 Where Condition 28.4.2 applies the Council shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

## **29 Transfer of services**

29.1 Where the Council intends to continue to procure services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement supplier, the Supplier shall use all reasonable endeavours to ensure the seamless transition of the Services to the Council or a replacement supplier and to ensure that the transition is effected with the minimum of disruption to the Council.

29.2 The Supplier shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, report and any information, whether held in electronic or written form, which the Council (acting reasonably) considers necessary.

## **30 Notice**

30.1 Any notice to be served on either of the parties hereto by the other shall be sent by pre-paid recorded delivery or first class post or by e-mail<sup>1</sup> to the address of the relevant party as detailed in the Contract or, such other address as notified by one party to the other in writing from time to time.

## **31 Severance**

31.1 If any provision of the Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications to that effect are received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Council it may be severed from the rest of the Contract which shall remain in full force and effect unless the Council in its reasonable discretion decides that the effect of such a declaration is to defeat the original intention of the parties, in which event the Council shall be entitled to terminate the Contract by 10 Business Days' written notice to the Supplier.

**32 Waiver and accumulation of remedies**

- 32.1 The rights and remedies provided by the Contract may be waived only in writing by the relevant Representative in a manner that expressly states that such waiver is intended for, and such waiver shall only be operative with regard to, the specific circumstances referred to.
- 32.2 Unless a right or remedy of the Council is expressed to be an exclusive right or remedy, the exercise of it by the Council is without prejudice to the Council's rights and remedies in equity (including, without limitation, specific performance or injunctive relief), law or under or in connection with the Contract. Any failure to exercise, or any delay in exercising, a right or remedy by either party shall not constitute a waiver of that right or remedy, or of any other rights or remedies.
- 32.3 The Council's rights and remedies under the Contract are cumulative and may be exercisable at any time and, unless otherwise specified in these Conditions, are not exclusive of any right or remedies provided at law, in equity or otherwise.

**33 Variations**

- 33.1 Subject to Condition 5, neither the Council nor the Supplier shall be bound by any variation, waiver of, or addition to the Contract (including the Specification) unless evidenced in writing and signed by an authorised Representative on their behalf.

**34 Assignment or sub-contracting**

- 34.1 The Supplier shall not assign or transfer its rights or obligations under the Contract or any part thereof to any third party without the Council's prior written consent.
- 34.2 The Supplier shall not sub-contract the performance of the Services or any part of them without the Council's prior written consent and any such consent shall not relieve the Supplier of any of its obligations under the Contract.
- 34.3 Where the Supplier enters into a sub-contract with a third party in connection with the Contract, it shall cause a term to be included in such sub-contract that requires payment to be made of undisputed sums by the Supplier to the sub-contractor within a specified period not exceeding 30 [thirty] days from the receipt of a valid invoice.
- 34.4 Where the third party enters into a sub-contract with another third party in connection with the Contract, it shall cause a term to be included in such sub-contract that requires payment to be made of undisputed terms by the third party to the sub-contractor within a specified period not exceeding 30 [thirty] days from the receipt of a valid invoice.
- 34.5 The Council may assign, novate, outsource or otherwise dispose of any or all of its rights and obligations under the Contract at any time to any person having the legal capacity, power and authority to become a party to and to perform its obligations, being:

- 34.5.1 a Minister of the Crown pursuant to any order under the Ministers of the Crown Act
- 34.5.2 any other local authority which has sufficient financial standing or financial resources to perform the obligations; or
- 34.5.3 any other public authority, and
- 34.6 Nothing in these Conditions shall restrict the rights of the Secretary of State to effect a statutory transfer.

### **35 Law and jurisdiction**

- 35.1 The Contract shall be construed and be subject to English law and the exclusive jurisdiction of the English Courts

### **36 Rights of third parties**

- 36.1 No person other than the Council or the Supplier shall have any rights under the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

### **37 Whistleblowing policy**

- 37.1 The Supplier shall comply with the Council's whistleblowing procedure, which ensures that employees of the Supplier are able to bring to the attention of the Council malpractice, fraud and breach of laws on the part of the Supplier without fear of disciplinary and other retribution or discriminatory action. The Council's Whistleblowing Policy can be made available upon request.

### **38 HealthWatch**

- 38.1 The Supplier shall comply in all respects and at all times with any legislation relating to:
  - 38.1.1 The right to allow the local HealthWatch (or its successor) to enter into the premises within which the service is provided under the Contract as appropriate.
  - 38.1.2 The requirement to respond within specified timescales or to requests for information relating to the service from local HealthWatch (or its successor).

### **39 Business Continuity Plan**

- 39.1 The Supplier must comply with the Civil Contingencies Act 2004 and with any applicable national and local civil contingency plans.

- 39.2 The Supplier must, unless otherwise agreed by the Parties in writing, maintain a Business Continuity Plan and must notify the Council as soon as reasonably practicable of its activation and in any event no later than 5 Business Days from the date of such activation.

**40 Prevent Duty**

- 40.1 The Council as a local authority has a duty under section 26 of the Counter – Terrorism and Security Act 2015 in the exercise of its functions to have due regard to the need to prevent people from being drawn into terrorism.

- 40.2 The Supplier will provide the services having due regard to the requirements of the said Act and will co-operate with and assist the Council where appropriate to ensure compliance by the Council with the duty.

- 40.3 The Supplier shall indemnify the Council in respect of all costs claims and liability incurred by it resulting from a breach by the Supplier of its obligations under this clause.

**41 Covid-19**

- 41.1 The Supplier must abide by any conditions, guidance or restrictions implemented by Government or by the Council in relation to COVID-19.

- 41.2 In the event of government restrictions or local lockdown being implemented by the Council in relation to COVID-19 the Council shall not be liable for any damages or losses to the Supplier.

## **ANNEX 2 - SPECIAL CONDITIONS OF CONTRACT**

In these Special Conditions of Contract, the following definitions shall apply:

**Agreement:** shall mean the terms of this Agreement, as may be varied from time to time in writing (any such written variation to be signed on behalf of both Parties), including the Specification and the schedules.

**Commencement date:** shall mean the 1<sup>st</sup> October 2025.

**Parties** shall mean the Council and the Supplier.

**Plymouth City Council** shall mean Plymouth City Council based at Ballard House, West Hoe Road, Plymouth, PL1 3BJ.

**Relevant Transfer:** a transfer to the Council or a New Supplier of the Services or any part of the Services at any time during the Term or at the end of the Term or on the date of early termination of the Contract;

**Service User:** those individuals or group of individuals who are in need of services which are required by law to be provided or arranged by the Council by reason of the individuals' age, infirmity, mental or physical disability, dependency, illness or other cause.

**Specification** any description of the Services (including any Deliverables to be produced) set out in Annex 4.

**Staff:** any employee, worker or agent of, or other person from time to time engaged or employed by the Supplier in connection with the provision of the Services;

**Supplier** the person, firm or company to whom the Purchase Order is addressed.

**Term** shall mean one year from the "Commencement Date".

### **I DISCLOSURE and BARRING CHECKS**

- 1.1 The Supplier shall conduct appropriate checks on all staff or volunteers engaged to provide, or supervise the provisions of the Service including without limitation checks with the Disclosure and Barring Service. Enhanced level checks and checks of the children's or adults barred list should be completed for all staff of the Supplier who have contact with children and/or young people and/or vulnerable adults and are legally eligible to have such checks.
- 1.2 Where the carrying out of the checks with the Disclosure and Barring Service is not a statutory requirement, the Supplier must take all reasonable measures to ensure that staff and volunteers are suitable for the work they will be undertaking.
- 1.3 The Supplier;
  - 1.3.1 Shall confirm, in writing if requested to do so by the Council that all relevant employees engaged and employed by the Supplier for the purposes of carrying out the Services have secured the required Disclosure and Barring checks.

- 1.3.2 Shall confirm, in writing if requested to do so by the Council that none of the relevant employees referred to in Special Condition clause 1.1 above are listed by the Disclosure and Barring Service (DBS) barring them from working with children or vulnerable adults.
- 1.3.3 Shall ensure that all of its employees who are engaged and employed by the Supplier for the purposes of carrying out the Services following the commencement of this Agreement secure the required Disclosure and Barring checks.
- 1.3.4 Shall ensure that any other employees who are identified by the Council to the Supplier during the duration of the Agreement as requiring checks through the Disclosure and Barring service , have such a checks undertaken.
- 1.3.5 Shall confirm, in writing if requested to do so by the Council that it has inspected the relevant disclosure documentation and that there is no current evidence contained within those disclosures that would render any of those employees unsuitable to be engaged in the performance of this Agreement.
- 1.3.6 shall notify the Council, in writing of any change to its employees and if required by the Council shall ensure that no employees are engaged in the performance of the Agreement until the required disclosures are completed in accordance with the terms of this Agreement.
- 1.4 Where the Supplier receives a disclosure that reveals that an employee has a criminal conviction then the Supplier shall carry out a risk assessment taking into consideration the nature of the conviction and the employees role in carrying out the Service for the Council and shall decide whether it considers that the employee can continue to be engaged and employed by the Supplier in undertaking the Service for the Council. In the event that the Supplier feels that the employee can continue to provide the Services for the Council the Supplier shall fully and promptly indemnify the Council against any claim, loss or damage that may arise from this decision.
- 1.5 The Council shall in no circumstances be liable either to the Supplier and/or the person having contact with children, young people or vulnerable persons in the course of performing the Service, this Agreement or any part of this Agreement in respect to liability, loss or damage occasioned by such withdrawal, suspension or removal and the Supplier shall fully and promptly indemnify the Council against any claim made by such employee and/or person having contact with children, young people or vulnerable persons in the course of performing the Service, this Agreement or any part of this Agreement.
- 1.6 Owing to the nature of the Service, persons allocated by the Supplier for performance of the Agreement where they have or may have contact with children, young people or vulnerable persons will usually be exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 as amended by the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Order 1986. The Supplier shall ensure that all employees and/or such persons used or employed by them to perform the Services provide information in accordance with the said Act and Orders about convictions which for other purposes are "spent" under the provisions of the said Act.

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- 1.7 The Supplier must keep and must procure that the Council is kept advised at all times of any Staff who, subsequent to their commencement of employment, receives a relevant conviction, caution, reprimand or warning or whose previous relevant convictions, cautions, reprimands or warnings become known to the Supplier.
- 1.8 The Supplier must comply with the Council's local policy and guidelines in relation to Disclosure and Barring, as revised, updated or re-issued from time to time.

## **2 CHILD PROTECTION**

- 2.1 The Supplier will have a Child Protection Policy, which reflects and complements the child protection procedures and policies operated by the Plymouth Children Safeguarding Partnership (PCSP).

## **3 ADULT PROTECTION**

- 3.1 The Supplier shall ensure appropriate action is taken in response to the suspicion or evidence of abuse or neglect to ensure the safety and protection of service users and act in accordance with the council's multi-agency procedures and guidance for the protection of adults at risk and the Public Disclosure Act 1998 (Whistleblowing).

## **4 CONFIDENTIALITY**

- 4.1 The Supplier shall take all reasonable steps to ensure that all information concerning Service Users is treated as confidential except where permitted under this Contract.
- 4.2 The security, safety and well-being of Service Users takes precedence over issues of confidentiality and where the Supplier has received information that a Service User has been abused, or is at risk of abuse, the Supplier shall report this immediately to the Council and/or police and co-operate fully with any subsequent procedures.
- 4.3 The Supplier shall ensure that all significant information it receives concerning the Service User, for example where circumstances change, is made available to the Council and vice versa, taking account of how urgent and important the information might be. The Supplier shall inform both Social Services and other statutory agencies where matters are of common interest to them.

## **5 ACCESS**

- 5.1 The Supplier shall grant to the council and any of its representatives the right of reasonable access to any member of staff or any service user who is in receipt of a service under this contract or to any records or documents pertaining to the Service User, or to any buildings belonging to or controlled by the supplier.
- 5.2 Whenever possible, the Supplier shall be given reasonable notice of a visit by a representative of the Council.

5.3 The Council reserves the right to visit the Supplier unannounced to ensure compliance with the Supplier's own policies and procedures and to ensure the consistent performance of the Service.

5.4 In visiting or inspecting the provision of the Services by the Supplier, the Council shall have due regard for the nature of the Service being provided particularly where this involves sensitive Services for vulnerable Service User groups.

## **6 PRICE REIMBURSEMENT**

6.1 If the Supplier is unable, for any reason, to provide the volume of service specified, despite there being a requirement for the specified volume of service to be delivered, the Supplier shall reimburse the Council the relevant proportion of the Price, or, where agreed between the Council and Supplier, the Contract shall continue until such time as the specified volume of service has been delivered, at no additional cost to the Council.

## **7 EQUALITY AND DIVERSITY AND EQUAL OPPORTUNITIES**

7.1 The Supplier shall operate an Equality and Diversity Policy and/or Equal Opportunities Policy for as long as this Contract is in force and provide the Council with a copy of the policy and updates as requested.

7.2 The Supplier shall ensure that the Equality and Diversity Policy and/or Equal Opportunities Policy complies with all statutory obligations with regards to discrimination. This will relate to decisions made by the Supplier in the recruitment, training or promotion of staff employed or to be employed in the provision of the Service and the carrying out of obligations under this Contract.

7.3 The Supplier shall, in providing the Service, give appropriate consideration to Equality and Diversity with regards to Service Users.

7.4 If any court or tribunal, or the Commission for Equality & Human Rights, or any body which may replace the Commission, finds that the Supplier has unlawfully discriminated against any person, in the provision of the Service, then the Supplier shall take all necessary action to prevent the recurrence of unlawful discrimination and shall notify the Council in writing of the finding and the action taken.

7.5 The Parties must not discriminate between or against Service Users, on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation or any other non-medical characteristics except as permitted by the Law.

7.6 The Supplier must provide appropriate assistance and make reasonable adjustments for Service Users, who do not speak, read or write English or who have communication difficulties (including without limitation hearing, oral or learning impairments).

7.7 In performing this Contract the Supplier must have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:

- 7.7.1 eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Equality Act 2010;
- 7.7.2 advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it; and
- 7.7.3 foster good relations between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it,

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

- 7.8 The Supplier must provide to the Council as soon as reasonably practicable, any information that the Council reasonably requires to:

- 7.8.1 monitor the equity of access to the Services; and

- 7.8.2 fulfil their obligations under the Law.

## **8 MANAGING ACTIVITY**

- 8.1 The Supplier must manage Activity in accordance with any activity planning assumptions and any caseloads set out in a Service Specification and must comply with all reasonable requests of the Council to assist it with understanding and managing the levels of Activity for the Services.

## **9 SERVICE IMPROVEMENTS**

- 9.1 During the term of this Contract at the request of the Council, the Supplier must:

- 9.1.1 Demonstrate how it is going to secure continuous improvement in the way in which the Services are delivered having regard to a combination of economy, efficiency and effectiveness and the Parties may agree a continuous improvement plan or this purpose:

- 9.1.2 Implement such improvements; and

- 9.1.3 Where practicable following implementation of such improvements decrease the price to be paid by the Council for the Services.

- 9.2 If requested by the Council, the Supplier must identify the improvements that have taken place in accordance with clause 9.1, by reference to any reasonable measurable criteria notified to the Supplier by the Council.

## **10 COUNTER-FRAUD and SECURITY MANAGEMENT**

- 10.1 The Supplier must put in place and maintain appropriate counter fraud and security management arrangements.

- 10.2 The Supplier must take all reasonable steps, in accordance with good industry practice, to prevent Fraud by Staff and the Supplier in connection with the receipt of monies from the Council.
- 10.3 The Supplier must notify the Council immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 10.4 If the Supplier or its Staff commits Fraud in relation to this or any other contract with the Council, the Council may terminate this Contract by written notice to the Supplier with immediate effect (and terminate any other contract the Supplier has with the Council) and recover from the Supplier the amount of any Loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services for the remainder of the term of this Contract

**11 TUPE (TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (AS AMENDED AND ANY SUCCESSOR LEGISLATION)).**

- 11.1 On commencement of the Services, the provisions of Annex 7 (TUPE on Commencement of the Services) shall apply.
- 11.2 If the Council has notified the Supplier that it intends to tender or retender any Services, the Supplier must within 20 Business Days following written request (unless otherwise agreed in writing) provide the Council with anonymised details of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Supplier must indemnify and keep indemnified the relevant Commissioner and at the Co-ordinating Commissioner's request, any new Supplier who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this clause.
- 11.3 During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Supplier must not, without the prior written consent of the Council, in relation to any persons engaged in the provision of the Services or the relevant Service:
  - 11.3.1 Terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
  - 11.3.2 Increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Supplier by more than 5% (except in the ordinary course of business);
  - 11.3.3 Propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;

- 11.3.4 Replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
  - 11.3.5 Assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
- 11.4 **The Supplier must indemnify and keep indemnified the Council and, at the Council's request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or any Service, against any Losses in respect of:**
- 11.4.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Supplier;
  - 11.4.2 claims brought by any other person employed or engaged by the Supplier who is found to or is alleged to transfer to the Council or new provider under TUPE; and/or
  - 11.4.3 any failure by the Supplier to comply with its obligations under TUPE in connection with any transfer to the Council or new provider.
- 11.5 **The Council must use all reasonable endeavours to procure that any new provider who provides any services equivalent to the Services or the relevant Service after expiry or termination of this Contract or of any Service will indemnify and keep indemnified the Supplier against any Losses in respect of:**
- 11.5.1 any failure by the new provider to comply with its obligations under TUPE in connection with any relevant transfer under TUPE to the new provider;
  - 11.5.2 any claim by any person that any proposed or actual substantial change by the new provider to the persons' working conditions or any proposed measures of the new provider are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE to the new provider on expiry or termination of this Contract or of any Service; and/or
  - 11.5.3 any claim by any person in relation to any breach of contract arising from any proposed measures of the new provider, whether that claim arises before or after the date of any relevant transfer under TUPE to the new provider on expiry or termination of this Contract or of any Service.
- 11.6 **The Supplier shall indemnify and keep indemnified the Commissioner and the Successor Supplier against any losses, except indirect losses, incurred by the Commissioner and/or the Successor Supplier in connection with any claim or demand by any transferring employee under TUPE arising prior to the Effective Date.**

- 11.7 The Council will request an update of your final expenditure on TUPE cost items during the life of the Contract and will be entitled to reimbursement if final expenditure is below the estimated figures provided in the tender submission

## **12 PLYMOUTH ONLINE DIRECTORY**

- 12.1 The Provider will ensure that they create a webpage for their commissioned service on POD within the first 14 days days of the contract start date including details of the service, access criteria and a generic email and telephone contact details to minimise disruption when staff members change. For help and support relating to the Plymouth Online Directory, including how to create your page, please email [pod@plymouth.gov.uk](mailto:pod@plymouth.gov.uk)
- 12.2 The Provider will allocate a page 'owner' from their organisation and notify the Council of this owner's contact details and if they change. These details would not be published on the live POD site.
- 12.3 The Provider will ensure that the POD webpages that they are responsible for administrating are updated within 14 days days from the date when they are made aware of any changes to information contained on their webpages.
- 12.4 The Provider will also routinely review their POD pages every 3 months to ensure that the hyperlinks are working, the contact information is correct and the content is accurate including attached documentation.
- 12.5 The Provider will respond to queries from the POD team relating to their webpages within 14 days.

## **13 PAYMENTS**

- 13.1 The secured contract value will be paid in monthly purchase order in arrears, dependent upon the VAT status of the lead organisation. If VAT invoices are required, then these will be paid on a monthly basis on accordance with Clause 13 Charges and Payments in Standard T&Cs.

## **ANNEX 3 - SCHEDULE OF RATES AND PRICES**

The following Price(s) shall apply to this Contract:

The contract shall operate on a cost-plus basis, with a contract margin of 6%, after all costs incurred for the delivery of the contract including a charge of 6% of contract revenue for the **supplier's central costs**.

A monthly contract amount of £286,479 (inclusive of VAT) shall be paid to Millbrook in advance, covering the provision of services for the forthcoming month. Following each service period, the supplier shall submit evidence of actual activity and service delivery to inform subsequent payments.

Where actual service levels differ from those estimated, any additional payments or credits shall be agreed in advance by both parties. These adjustments will reflect the true cost of service provision.

The actual cost incurred for services delivered will be reconciled against the previously paid monthly contract amount. Any variance will be applied as an adjustment to the next scheduled prepayment.

Invoice to be submitted to [jointcommissioning@plymouth.gov.uk](mailto:jointcommissioning@plymouth.gov.uk) on a monthly basis.

## **ANNEX 4 – SPECIFICATION**

Please See 'CES Service Specification Plymouth 24.07.25 – Final'

## ANNEX 5 – SUPPLIER METHOD STATEMENTS

<b>Stock Management</b>	<b>Word limit</b>
<p><b>MSI</b> Please detail how your organisation will ensure that there will be a good level of Core Stock equipment available (including at peripheral stores) and that all new equipment (Core Stock and Non-Stock) is procured ensuring Best Value for Money.</p> <p>Note to The supplier: <b>PASS/FAIL Question</b>      <b>Evidence Required</b></p> <p>No= <b>FAIL</b> Yes= review whether response meets minimum PASS requirements, if Yes =<b>PASS</b>, if No=<b>FAIL</b></p>	1,000 Words
<p><u>Minimum PASS requirements:</u> Evidence that there are robust supply chain and stock management processes in place</p> <ul style="list-style-type: none"> <li>▪ Evidence that processes and systems will be in place to ensure that goods supplied are technically appropriate.</li> <li>▪ Equipment will be sourced which demonstrates value for money</li> <li>▪ Equipment will be suitable for recycling and reuse</li> </ul>	
<p>[SUPPLIER TO INSERT RESPONSE]</p> <p><b>Supply Chain Management</b></p> <p>CIPS-certified Purchasing Manager Katie Whitcher and our procurement team will source equipment and maintain sufficient stock to meet delivery timescales. Once full-service provision and Business as Usual operating has been established, we will hold Equipment Review Groups (ERGs) with Plymouth Council to review the product catalogue and agree Close Technical Equivalents (CTEs), providing data on CTEs to evidence their technical suitability and cost effectiveness.</p> <p>To join our approved suppliers list, supply chain partners must pass our annually reviewed vetting process verifying:</p> <ul style="list-style-type: none"> <li>• Accreditations and memberships, confirming an integrated quality management system complying with ISO 9001, ISO 14001 and ISO 45001.</li> <li>• Quality and safety standards, reviewing policies and procedures and testing products.</li> <li>• Environmental standards and sustainability.</li> <li>• Experience and reliability, reviewing references to confirm competency and undertaking credit checks to confirm financial standing.</li> <li>• Suitable insurance levels.</li> </ul> <p>SMEs are supported in meeting the required standards by adherence to Millbrook policies in instances where they do not have their own.</p> <p><b>Stock Management</b></p>	

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As the catalogue evolves from emergency measures provision the procurement team will ensure that orders are placed in good time to support each step up. They will also develop a stock replenishment strategy, informed by talks with Plymouth Council and peripheral store managers regarding service needs, prescribing trends and local priorities, ensuring sufficient stock.

[REDACTED]

Informed by our 30 years' CES experience, we have developed measures to ensure sufficient stock to meet delivery timescales and respond to fluctuating demand:

- [REDACTED]
- [REDACTED]
- During regular contract review meetings, we will work with Plymouth Council to plan required stock levels based on past/anticipated demand e.g. winter pressure planning in September, reviewing critical high-use items, and adjusting reorder thresholds.
- Our procurement team will liaise with peripheral store managers, informing stock levels to meet demand trends and timescales. We will conduct quarterly peripheral stock audits, comparing stock levels against our system.
- [REDACTED]
- Agreed CTEs are held in stock, enabling us to meet delivery timescales in the event of supply chain disruption, stock shortages or demand surges.
- We will ensure that previously supplied contract equipment that can no longer be sourced is assigned CTE status supporting recycling and reuse.
- [REDACTED]

**Value for Money**

We will ensure equipment is sourced that demonstrates value for money by:

- [REDACTED]

- Regularly horizon scanning, identifying opportunities to reduce equipment costs, e.g., suggesting common brands proven to drive best value or proposing multifunctional equipment. Savings will be passed onto Commissioners without compromising clinical quality.
- [REDACTED]
  - [REDACTED]
- Verifying compliance with current medical devices regulations and legislation that benchmarks purchasing prices, e.g. the BHTA Purchasing Price Index, sharing benchmarking evidence against comparable products with Commissioners.

**Suitability for Recycling and Reuse**

[REDACTED] data on products' recyclability and [REDACTED]  
[REDACTED] - [REDACTED] -  
[REDACTED]  
[REDACTED]  
[REDACTED]

To ensure special/bespoke stock we source is suitable for recycling, we have a national Recycled Special (RSP) Technician network RSPs will:

- [REDACTED]
- [REDACTED]

Returned equipment will be thoroughly cleaned and decontaminated in line with MHRA-compliant IPC procedures at our state-of-the-art decontamination suite, maximising refurbishment and recycling. When equipment is deemed no longer suitable for reuse, Technicians will risk assess and salvage serviceable parts, e.g. casters and legs, for future reuse. As evidenced by our Zero Waste to Landfill certification, any remaining waste which cannot be recycled by our waste processing partner [REDACTED] will be converted into combustible pellets for waste-to-energy generation.

989 words	
Key Activities	Word limit
<p><b>MS2a</b> Please detail how you will meet the requested delivery and collection timescales whilst offering choice to the service user.</p> <p>Note to The supplier: <b>PASS/FAIL Question</b>      <b>Evidence Required</b></p> <p>No= <b>FAIL</b> Yes= review whether response meets minimum PASS requirements, if Yes =<b>PASS</b>, if No=<b>FAIL</b></p>	1,000 Words
<p><u>Minimum PASS requirements:</u> The Tenderer has detailed plans in place to meet the delivery and collections requirements for each of the following:</p> <ul style="list-style-type: none"> <li>• Core stock provision</li> <li>• Non-Stock adult and paediatric equipment</li> <li>• Specialist minor adaptations</li> <li>• Planned preventable maintenance, testing and repair</li> <li>• Sub- contracting arrangements to ensure consistent and appropriate quality / standards and timely provision (if used)</li> <li>• Speed of response requirements</li> </ul>	
<ul style="list-style-type: none"> <li>• [SUPPLIER TO INSERT RESPONSE]</li> </ul> <p>We will implement proven measures to adhere to delivery and collection timescales detailed in 7.2-7.3 of the specification upon implementation of full-service provision and business as usual, providing Service Users with choice over appointment timings to maximise customer satisfaction.</p> <p><b>Core Stock Provision</b></p> <p>To ensure core stock is delivered in accordance with the five service levels and target times (specification 7.2) and collected within the five/one-working day standard/urgent collection timescales (specification 7.3):</p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>• [REDACTED]</li> <li>• If the Prescriber requests an expedited delivery or the Service User requests a one-day collection (meeting criteria detailed in 7.3 of the specification), CSAs will seek approval from Plymouth Council's designated Authoriser before logging the activity as 'premium', 'urgent' or 'emergency' in Millflow.</li> </ul>	

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- [REDACTED]
- CSAs will use our Millflow IT system to assign drivers. Millflow links multiple deliveries/collections to the same address, consolidating journeys, and considers optimal vehicle loading to maximise visits per route, minimising our travel miles and associated emissions.
- Warehouse Technicians test/inspect all equipment pre-delivery, supporting right-first-time deliveries and preventing delays due to the need to return to the warehouse.
- [REDACTED]
- Drivers call Service Users 30 mins before visits, reducing no access calls to >1.5% nationally.
- [REDACTED]

### **Non-Stock Adult and Paediatric Equipment**

[REDACTED]

### **Specialist Minor Adaptations**

CSAs will follow the same delivery methodology for minor adaptations as for core stock, meeting the same timescale detailed in 7.2 of the specification.

For specialist minor adaptations (e.g. galvanised rails):

- [REDACTED]
- [REDACTED]
- [REDACTED]

For clarity, minor adaptations will not be collected (specification 7.3).

### **Maintenance, Testing and Repair**

Planned preventative maintenance (PPM) schedules will be developed for each piece of equipment, detailing serving (e.g. PAT and LOLER tests) and maintenance tasks tailored to equipment age, manufacturer, usage and condition. Minor faults will be proactively identified/resolved before becoming more serious, prolonging lifecycles. As per 7.6 of the specification, MillFlow will maintain a:

- [REDACTED]
- [REDACTED]

PPM scheduling comprises:

- [REDACTED]
- [REDACTED]
- [REDACTED]

We will provide a standard 08:00–18:00 and emergency out-of-hours repair service 365 days per year. CSAs will receive repair requests via telephone and our Service User Portal:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

prompts.

[REDACTED]

**Subcontracting**

We will not use subcontractors to deliver this contract.

**Speed of Response Requirements**

By using these measures, across our East Sussex CES contract's lifetime, we successfully delivered 100% of urgent equipment on time, demonstrating our ability to meet Plymouth Council's timeframe requirements.

985 words

Climate Impact	Word Limit
<p><b>MS3</b>                      Demonstrate how you will minimise the emissions of greenhouse gases from transport in this contract. (applicable to all projects, particularly service contracts)                      Prompts – this may be promoting walking and cycling, car club use, use of electric vehicles, provision of EV charge points.</p> <p>Note to The supplier: <b>PASS/FAIL Question</b>      <b>Evidence Required</b></p> <p>No= <b>FAIL</b>                      Yes= review whether response meets minimum PASS requirements,                      if Yes =<b>PASS</b>, if No=<b>FAIL</b></p>	<p>500 words</p>
<p>[INSERT RESPONSE]</p> <p>Our service will be designed in accordance with our ISO 14001:2015 environmental management system, implementing sustainability initiatives to reduce this contract's transport-related greenhouse gas emissions.</p> <p><b>Promoting Cycling</b></p> <div style="background-color: black; width: 100%; height: 40px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 10px;"></div>	

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Vehicle Checks**

Drivers' perform daily vehicle checks – e.g. confirming tyre inflation and tread depth to reduce rolling resistance and fuel consumption – which maximise fuel efficiency and minimise carbon emissions. Contract vehicles will also be regularly serviced and maintained, further maintaining fuel efficiency.

**Virtual Meetings**

To eliminate unnecessary journeys and associated carbon emissions, where appropriate, we will arrange remote consultations using WhatsApp and hold virtual internal/external contract-related meetings via Microsoft Teams to reduce business-related travel.

**Electric Vehicles**

As part of our Carbon Reduction Plan, our management team are currently trialling seven zero-emission electric vehicles (EV) across our company, four of which are in nearby Torbay. In line with the trial's findings regarding the EV's practical and economic viability, we will look to purchase electric vehicles for this Plymouth contract as our fleet is renewed across the contract's lifetime.

470 words

<b>Contract Management</b>		
<p><b>MS4 Contract Manager</b> Who will manage this contract if you are successful?</p> <p>Note to The supplier: <b>Pass/Fail Section</b> response completed in full =<b>PASS</b>, No response or response incomplete=<b>FAIL</b></p>		
Name	[REDACTED]	
Postal address	[REDACTED]	
Phone	[REDACTED]	
E-mail	[REDACTED]	
<p><b>MS10 Management Information</b> Please confirm you will be able to provide all of the following information</p> <p>Note to The supplier: <b>Pass/Fail Section</b> Yes =<b>PASS</b>, No =<b>FAIL</b></p>		<b>Delete as applicable</b>
Monthly, Quarterly and Annual Management Information detailed in section 11 of the Specification		<b>Yes</b>
Routine data/evidence to demonstrate performance of the KPI's detailed in section 10 of the specification.		<b>Yes</b>
<b>Collaboration, Partnerships and Sub-Contracting</b>		<b>Word Limit</b>
<p><b>MS5</b> Please indicate below whether you intend to provide the service through direct delivery, collaboration / partnership or whether you intend to employ subcontractors.</p> <p>Where you are intending to collaborate, partner or subcontract please explain which elements of your proposed service your organisation will deliver directly and those you intend to provide via collaborations, partnerships, sub-consultants or subcontractors.</p> <p>Please demonstrate how collaborators/ partnerships/ sub-contractors will effectively be managed and monitored.</p> <p>Note to the supplier: <b>Pass/Fail question</b></p>		<b>500 words</b>
<p>[INSERT RESPONSE]</p> <p>We will directly deliver the contracted services using our in-house expertise and experience. For clarity, we will not be using any subcontractors, with all contracted works delivered by directly employed staff, ensuring our full control over their training and performance management.</p> <p>41 words</p>		

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**ANNEX 6 – SUPPLIER DETAILS**

<b>Supplier Name</b>
Millbrook Healthcare Ltd
<b>Contact Name</b>
Andrew Cranshaw
<b>Supplier Registered Address</b>
Nutsey Lane Calmore Ind Estate, Totton, Southampton, Hampshire, SO40 3XJ
<b>Company Registration Number</b>
00833987
<b>VAT Registration Number</b>
675991080
<b>Supplier Correspondence Address</b>
Nutsey Lane Calmore Ind Estate, Totton, Southampton, Hampshire, SO40 3XJ
<b>Telephone</b>
07907063795
<b>E-mail</b>
