1. BATH COLLEGE

and

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SERVICES AGREEMENT

relating to

Security Services

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Table of Contents

[1. INTERPRETATION 1](#_Toc88232859)

[2. COMMENCEMENT AND DURATION 2](#_Toc88232860)

[3. COLLEGE RESPONSIBILITIES 2](#_Toc88232861)

[4. Contractor RESPONSIBILITIES 3](#_Toc88232862)

[5. liaison and ANNUAL REVIEW 4](#_Toc88232863)

[6. PAYMENT AND FEES 4](#_Toc88232864)

[7. INTELLECTUAL PROPERTY RIGHTS 4](#_Toc88232865)

[8. DATA PROTECTION 4](#_Toc88232866)

[9. SAFEGUARDING 5](#_Toc88232867)

[10. Anti Bribery 5](#_Toc88232868)

[11. PREVENT 5](#_Toc88232869)

[12. CONFIDENTIALITY 5](#_Toc88232870)

[13. FORCE MAJEURE 6](#_Toc88232871)

[14. TERMINATION 6](#_Toc88232872)

[15. Law and jurisdiction 6](#_Toc88232873)

[16. general 6](#_Toc88232874)

**THIS AGREEMENT** is dated

Between

1. BATH COLLEGEa further education corporation incorporated under the Further and Higher Education Act 1992 whose address is at Avon Street, Bath, BA1 1UP (the “**College**”); and
2. The Security Contractor is;

each a “Party” and together the “Parties”.

Background

1. The College is an education institution concerned with the provision of education to mainly 16 – 19 year olds.
2. The Security Services is a Security Company that specialises in the protection of people and property, offering solutions to security from technology and training to security personnel. They must be registered with the Security Industry Association.
3. The Parties wish to work together in the provision of Security Services to both Bath College Campuses, working in partnership to ensure the safety and security of students, staff, visitors and the estate.

it is agreed as follows:

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

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| --- | --- |
| **Academic Year:** | means a year running from 1 August in one calendar year to 31 July in the following calendar year; |
|  |  |
| **Background IPR:** | means all Intellectual Property either conceived or developed by a Party prior to the date of this Agreement, or developed independently by a Party during the term of this Agreement in the performance of obligations under this Agreement; |
| **Authorised Officer:** | The Director of Estates will be the College’s Authorised Officer for the contract; |
| **College Website:** | means the website at: <https://www.bathcollege.ac.uk/>; |
| **Confidential Information:** | means all information of a secret or confidential nature, whether created before or after the date of this Agreement, in whatever form or medium and whether disclosed orally or in writing and whether or not marked as “confidential”; |
|  |  |
| **Intellectual Property Rights:** | means all inventions, patents, trademarks, registered designs, and any pending applications, unregistered design rights arising at common law, design rights, copyrights (including future copyrights), database rights, know how, trade secrets, Confidential Information and any other intellectual property rights, whether or not registered or capable of registration, and all renewals and extensions of such rights; |
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1. COMMENCEMENT AND DURATION

This Agreement shall commence on and, unless terminated in accordance with the provisions of clause 14, will run for a 1 year period until 31 July 2027. There will be an option to extend for a further 12 months, plus a further 12 months at the end of this period. However, the contract must be tendered at this point.

1. COLLEGE RESPONSIBILITIES

The College shall:

* + 1. Cooperate with the Security Contractor in all matters relating to the services;
    2. Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start;
    3. Keep the Security Contractor updated of changes to any policies and procedures that may affect the service they provide;
    4. Notify the Security Contractor if it receives a complaint from a Student or others, and the Parties shall co-operate to resolve any such complaints;
    5. Notify the Security Contractor if they become aware of a Student who is ineligible to be on either Campus due to poor attendance or conduct, or is suspended or excluded from the College;
    6. Maintain CCTV equipment for the use of surveillance as part of the monitoring by the Security Contractor (in line with the College’s Policy on CCTV and BWV);
    7. Work with the Security Contractor on the Department for Education, ‘Searching, Confiscation and Screening Guidance 2018’;
    8. Work with the Security Contractor, and support, with regards planned searches;
    9. Support the Security Contractor to ensure the safety of all students, staff and visitors to both Campuses.

1. Security Contractor RESPONSIBILITIES
   1. Security Contractor shall:
      1. Provide an onsite manager (this can be one contact who is available on either Campus);
      2. Ensure that Safer Recruitment processes are followed, in line with the College’s recruitment procedures;
      3. Use the College logo on all marketing and promotional material relating to work at the College;
      4. Work with the College to identify areas of concern, incidents and improvements that could be considered;
      5. Provide detailed information on incidents, developments and other information as requested by the College’s Authorised Officer;
      6. Work with the College to monitor students who may be at risk and inform Welfare immediately of any concerns;
      7. Work with the Authorised Officer and the College’s Designated Safeguarding Lead to support with tutorials and/or campaigns to raise awareness of ‘keeping safe’;
      8. Work with the College to provide Security for marketing events and activities, including but not limited to College Open Days;
      9. Work with the College to provide innovative approaches to the management of Security utilising any new technologies and equipment;
      10. Take responsibility for monitoring the CCTV cameras on both Campuses, working with the College’s ICT Department to ensure there are no breaches of Security and that the Security Contractor meet the requirements of Cyber Security as required by the College;
      11. Respond to Subject Access Requests for CCTV images, following the College’s Policy on ‘CCTV and BWV’ and working with the College’s Authorised Officer;
      12. Use body worn video cameras in line with the College’s Policy on ‘CCTV and BWV’ and cameras must only be used for the purposes of reduction and prevention of incidents and crime;
      13. BWV must not be used at any other time other than that stated in 4.1.7 and in line with the College’s Policy;
      14. Check ID badges and carry out random checks of ID badges;
      15. Carry out stop and search working within the College’s Search and Confiscation Policy as instructed by the Authorised Officer or as and when requested by a member of College staff;
      16. Deal proactively with any anti social behaviour on Campus at all times, linking with Student Welfare where appropriate;
      17. Assist the College with safe evacuation and invacuation as outlined in the College’s Policy ‘Emergency Procedures’;
      18. Provide accurate and timely information to the Authorised Officer on any incidents, including protecting the scene and liaison with the Emergency Services and Estates Team during emergency response;
      19. Provide lock up to campuses on a routine basis and ad hoc times as requested by the Authorised Officer;
      20. Provide an out of hours call out to alarm notifications to both main Campuses, ensuring the Authorised Officer is regularly informed of activations;
      21. Provide ad hoc security cover as and when required by the Authorised Officer;
      22. Requirements for Security on site at each campus are supplied in the table below;

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| --- | --- | --- |
| Campus | On Site Security Staff Rota | Requirement |
| Bath City Centre | 0800 – 1500  1400 – 1900 (M/T/F) 2130 (W/T) | Regular Patrol of Campus |
| Somer Valley | 0800 – 1500  1400 – 1900 (M/T/F) 2130 (W/T) | Regular Patrol of Campus |
| Twerton | 1200 – 1230  1330 – 1400 | Patrol both campuses and check with Tutors for any issues during Spring and Summer term only |

This rota is based upon 42 weeks, covering the main term time weeks of 38 and any requirements outside of terms will be negotiated with the Authorised Officer in advance, giving 1 month notice. Within the Autumn term there will be a requirement for the following;

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| --- | --- | --- |
| Campus | On Site Security Staff Rota | Requirement |
| Bath City Centre | 0800 – 1500  0830 – 1900 (M/T/F) 2130 (W/T) | Regular Patrol of Campus |
| Somer Valley | 0800 – 1330  0830 – 1900 (M/T/F) 2130 (W/T) | Regular Patrol of Campus |

Note: A review of provision of the above will be made prior to the end of the Autumn term.

1. SECURITY STAFF

The College has the following requirements from the Provider’s staff:

* 1. That all staff are suitably trained, holding relevant SIA licence, and that these training records will be made available to the Authorised Officer;
  2. The College is a Living Wage Employer and expects the contractor to evidence that they meet the requirements of the Living Wage, which includes the prompt payment to personnel;
  3. Staff appointed should be aware of the College’s policies and procedures, and concerning Health and Safety at Work and the recording of all incidences, reporting all incidences using the College systems;

5.4 All staff should carry and wear photo identification whilst on College premises and wear appropriate uniform as agreed by the College;

5.5 The College expect the highest standards of behaviour and personal presentation;

5.6 The Contractor’s staff must not smoke on site, including vaping and must go off site during breaks only for the purpose of smoking and/or vaping;

5.7 That all staff will remain qualified first-aiders and will provide a response to all first aid incidents as directed by the College’s Fire Aid Coordinator;

5.8 That a member of the Somer Valley Team will be trained and hold the qualification to FREC3;

5.9 The College has the right to request the removal of a member of the Contractor’s staff who fail to carry out the service to the standards required;

1. liaison and ANNUAL REVIEW
   1. Each Party will nominate a member of staff who has day-to-day responsibility for the operation of this Agreement and for liaising with the other Party;
   2. Each Party commits to regular communication relating to rotas, costs, improvements and training;
   3. Between March and April of each year a review of the Contract will be made to decide on renewal and/or tender for services from June.
2. PAYMENT AND FEES

7.1 The College has a strict ‘no purchase order, no payment’ policy. Invoices should be submitted on a monthly basis and will be paid within the College’s 30 day terms of payment. The invoice must contain sufficient details to identify the goods and services received;

7.2 The charges payable for the Services shall be calculated in accordance with the Supplier's standard hourly rates for each individual person and are calculated on the basis of an hour minimum, worked between 0800 and 2130 on Working Days and otherwise by arrangement between the parties;

7.3 The Supplier will invoice the Customer weekly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the weeks concerned, accompanied by any relevant receipts for any Equipment, materials and expenses as incurred in accordance with the clause below;

7.5 Any additional charges should be clear within the invoice and agreed by the Authorised Officer.

1. DATA PROTECTION
   1. The Parties shall comply with the requirements of all legislation and regulatory requirements in force in UK from time to time relating to the use of personal data including, without limitation (i) the Data Protection Act 2018, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and (iv) the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to the Parties.
   2. The Parties agree to cooperate and do all that is necessary to ensure respect for and give effect to the rights of data subjects under the legislation and regulatory requirements set out in clause 8.1.
2. SAFEGUARDING
   1. Each Party shall:
      1. Ensure that all individuals engaged in delivering the service are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service; and
      2. Not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to work with under-18s or who may otherwise present a risk to the students;
      3. Ensure that the Security Staff on site are appropriately trained in Safeguarding and Prevent, in line with all staff requirements;
3. Anti Bribery

The Security Contractor shall:

Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (https://www.legislation.gov.uk/ukpga/2010/23/contents);

Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act;

Promptly report to the College any request or demand for any undue financial or other advantage of any kind received by the Security Contractor in connection with the performance of this Agreement; and

Ensure that all persons associated with the Security Contractor who are performing services in connection with this Agreement comply with this clause 10.1.

* 1. Breach of clause 10.1 shall be deemed a material breach of this Agreement and its breach may result in the College terminating this Agreement with immediate effect by giving written notice to the Security Contractor.

1. PREVENT
   1. The Security Contractor acknowledges that the College is subject to the Counter Terrorism and Security Act 2015 (the “Prevent Duty”) which requires it to act to deal with the present and growing threat of terrorism within the UK and, where possible, to prevent individuals including students from being drawn into terrorism.
2. CONFIDENTIALITY
   1. Each Party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, client’s or suppliers of the other Party, except as permitted by clause 12.2.
   2. Each Party may disclose the other Party's Confidential Information:
      1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's Confidential Information comply with this clause 12; and
      2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
   3. No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
3. FORCE MAJEURE
   1. If either Party is unable to perform any or all of its respective obligations under the terms of this Agreement because of any of the events set out below, then that Party will be relieved of its obligations to continue to perform under this Agreement for as long as their fulfilment is prevented or delayed as a consequence of any such event. The events referred to in this clause are: fire, explosion, flood, reduction or unavailability of power, riot, military action, national emergency, pandemic, epidemic, terrorism, civil unrest, act of God, malicious damage, theft, non-availability of material, destruction or damage of essential equipment, or any other act, omission, or state of affairs of a similar nature beyond the control of either Party.
4. TERMINATION
   1. Either Party may terminate this Agreement by giving at least 3 months’ written notice to the other Party.
   2. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
      1. The other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
      2. The other Party commits a material breach of any term of this Agreement and, if such breach is remediable, fails to remedy that breach within a period of 30 days after being notified in writing to do so.
5. Law and jurisdiction
   1. This Agreement and any dispute arising out of or in connection with it shall be governed by and interpreted in accordance with English law, and the Parties hereby submit to the exclusive jurisdiction of the English courts.
6. general
   1. This Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral agreements, representations or understanding between the Parties relating to such subject matter.
   2. No variation to this Agreement shall be effective unless in writing signed by or on behalf of both Parties.
   3. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the College and Bath Cricket Club.
   4. The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

**This Agreement has been entered into on the date stated at the beginning of it.**

**Signed on behalf of Bath College**

Signature:

Name:

Title:

Date:

**Signed on behalf of**

Signature:

Name:

Title:

Date: