# Special Conditions

**1 Safeguarding Vulnerable Adults**

1.1 For the purposes of this clause, the following definitions shall take effect:-

"Regulated Activity” means in relation to children as defined in Part 1 of Schedule 4 to the SVGA 2006 (and as it had effect immediately before the coming into force of section 64 of the Protection of Freedoms Act 2012) and in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the SVGA 2006 (and as it had effect immediately before the coming into force of sections 65 and 66 of the Protection of Freedoms Act 2012)

“Regulated Activity Provider” means as defined in section 6 of the SVGA 2006.

“SVGA 2006” means Safeguarding Vulnerable Groups Act 2006

1.2 The parties acknowledge that the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the SVGA 2006.

1.3 The Supplier shall, at its own expense:

a) ensure that all individuals engaged in the provision of the Services that meet the eligibility criteria for an enhanced disclosure check undertaken through the Disclosure and Barring Services (or any successor body) from time to time are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (or any successor body) including a check against the adults' barred list or the children's barred list, as appropriate; and

b) monitor the level and validity of the checks under this clause for each member of staff.

1.4 The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the SVGA 2006 and any regulations made thereunder, as amended from time to time.

1.5 The Supplier shall immediately notify the YNYCA in writing of any information that it reasonably requests or that the Supplier is obliged to provide, to enable the YNYCA to be satisfied that the obligations of this clause have been met.

1.6 The Supplier shall refer information about any person carrying out the Services to the Disclosure and Barring Service (or any successor body) where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users or children or vulnerable adults.

1.7 The Supplier shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users or children or vulnerable adults.