

Dated

28 July

2025

PETERBOROUGH CITY COUNCIL

AND

MEDEQUIP ASSISTIVE TECHNOLOGY LIMITED

**SERVICES AGREEMENT FOR THE
PROVISION OF AN INTEGRATED COMMUNITY EQUIPMENT SERVICE
FOR PETERBOROUGH AND CAMBRIDGESHIRE**

Director of Governance
Peterborough City Council
Sand Martin House
Bittern Way
Fletton Quays
Peterborough, PE2 8TY

This Deed is made the 28th day of July 2025

BETWEEN:

- (1) **PETERBOROUGH CITY COUNCIL** of Sand Martin House, Bittern Way, Fletton Quays, Peterborough, PE2 8TY (the "**Council**"); and
- (2) **MEDEQUIP ASSISTIVE TECHNOLOGY LIMITED** of registered office address Unit 2 Summit Centre, Skyport Drive, Hamondsworth, West Drayton, Middlesex, UB7 0LJ (company number 04198824) (the "**Provider**").

BACKGROUND

The Parties have agreed that the Provider shall provide the Services within Peterborough and Cambridgeshire and the Council shall pay to the Provider the Price in respect of those Services, on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement the following terms and expressions shall have the following meanings:

"2018 Act"	Data Protection Act 2018
"Agreement"	means these terms and conditions and any Schedules, Appendices and Annexes attached hereto, as amended or varied from time to time.
"Authorised Officer"	the person duly appointed by the Council and notified in writing to the Provider to act as the representative of the Council for the purpose of this Agreement (as may be amended by the Council from time to time, by giving notice to the Provider).
"Brexit"	<p>means the UK ceasing to be a member state of the European Union, regardless of which countries comprise the UK at such date, and includes:</p> <p>(i) the imposition of, or a change to, a duty, tax or levy imposed on imports or exports relating to the subject matter of this Agreement;</p> <p>(ii) the loss of, a change to or the imposition of a new requirement for any licence or consent required by a Party to perform the Agreement;</p> <p>(iii) a change to the rate of exchange of sterling</p>

against any other currency;

(iv) a change to the customs procedures; and

(v) any other change impacting on the business of the Provider,

in each case as a result of the UK ceasing to be a member state of the European Union.

“Business Continuity Plan”

a plan which sets out the procedures to be adopted by the Provider in the event of a Disaster (including the procedures to be taken by the Provider in planning and providing for any such event).

“Business Day”

any day other than a Saturday or Sunday or a public or bank holiday in England.

“Change in Law”

the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England, in each case after the date of this Agreement.

“Commencement Date”

means the date when the Agreement has been signed by all the parties which shall be the date stated at the beginning of the Agreement.

“Commissioner”

means Peterborough City Council or a partner organisation.

“Confidential Information”

any information (in whatever form, wherever located and however it is conveyed):

i) which has been designated as confidential in writing by the relevant Party (whether or not it is marked as “confidential”); or

ii) which ought reasonably to be considered confidential in all the circumstances,

including information relating to the business, products, affairs, properties, assets, trading practices, developments, Intellectual Property Rights, trade secrets (including know-how and technical data), personnel, customers or suppliers of either Party for the time being confidential to that Party, and including the Personal Data, the Services and (where the context permits) the Council Property relating to or arising from this Agreement.

“Contract Manager”	the person (and any replacement) duly appointed by the Provider and notified in writing to the Council to act as the representative of the Provider for the purpose of this Agreement from time to time, in accordance with clause 7.
“Control”	as defined by section 450 of the Corporation Taxes Act 2010.
“controller”, “processor”, “data subject(s)”, “personal data”, “personal data breach”, “data protection officer” “processing” “special categories of personal data”	shall each take the meaning given in the data protection legislation (and, where the context permits, “processed”, “process” and similar phrases shall be construed accordingly).
“Coronavirus”	means Coronavirus disease (COVID-19) (and includes any restrictions or changes - including to licencing, processes, procedures or otherwise - impacting on the business of the Provider as a result of the Coronavirus disease).
“Council”	Peterborough City Council, and where the context so admits, includes any person which takes over or assumes the statutory functions or administrative responsibilities of the Council (whether in part or totally) or which is controlled by or under common control with the Council (and in this context the expression “control” shall mean the power to direct or cause the direction of the general management and policies of the person in question) but only for so long as such control exists.
“Council Property”	all documents, books, manuals, materials, records, correspondence, papers, data, information, plant, equipment, keys, hardware or software, (on whatever media and wherever located) relating to the business or affairs of the Council, or of its customers or suppliers, or provided for the Provider’s use by the Council during or arising from this Agreement, or produced, maintained or stored by the Provider on the Council’s or the Provider’s computer systems or other electronic equipment, during or in relation to this Agreement (and where the context permits, shall include all back-ups and copies).
“Data Loss Event”	any event that results, or may result, in unauthorised access to personal data held by the Provider under this Agreement, and/or actual or potential loss and/or destruction of personal data in breach of this Agreement, including any personal data breach

“Data Protection Regulations”	Brexit	shall mean the Data Protection Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2019 (SI 2019/419) made under section 8 of the European Withdrawal Act 2018 (EUWA) as amended by the Data Protection Privacy and Electronic (Amendments etc)(EU Exit) Regulations 2020 (SI 2020/1586)
“data protection impact assessment”		an assessment by the controller of the impact of the envisaged processing on the protection of personal data (in accordance with the data protection legislation, including in particular Article 35 of the UK GDPR).
“data protection legislation”		shall mean all applicable data protection and privacy Laws in force from time to time in the United Kingdom (including the UK GDPR, the 2018 Act and the Data Protection Brexit Regulations) and any relevant national implementing Laws and regulatory requirements, as all such may be amended from time to time, to which the Council and/or the Provider are subject, relating to the use of personal data and any related guidance or codes of practice issued from time to time by the Information Commissioner
“Data Subject Request”		a request made by, or on behalf of, a data subject to exercise the data subject’s rights under the data protection legislation.
“Deprivation of Liberty Safeguards”		has the meaning as set out in the Mental Capacity Act 2005 (as amended).
“Disaster”		an event defined as a disaster in the Business Continuity Plan.
“Disclosure and Barring Service”		means a Non-Departmental Public Body established under the Protection of Freedoms Act 2012, sponsored by the Home Office and accountable to parliament with certain statutory responsibilities to help prevent unsuitable people from working with vulnerable groups, and merges the functions previously carried out by the Criminal Records Bureau (CRB) and Independent Safeguarding Authority (ISA)
“Employee(s)”		any and all persons from time to time employed or engaged by the Provider (or any Sub-contractor or Sub-processor) to perform the Provider’s obligations under this Agreement, which includes the Provider’s (and any Sub-contractor’s or Sub-processor’s) employees, directors, officers, consultants, processors, servants, agents, voluntary or unpaid workers, Sub-contractors and representatives (and, in respect of clause 35 (TUPE) and any other TUPE obligation, shall mean an individual employed by the Provider or any Sub-contractor in the performance of the Services).

“Employment Checks”	<p>means full and proper checks in accordance with the Law, Good Industry Practice and the policies of the Council, for the vetting of Employees and proposed Employees for:</p> <p>(a) eligibility to work in the UK;</p> <p>(b) the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measure (where the Employee’s role concerns the handling of such information or the Employee may have access to such information); and</p> <p>(c) checks via the Disclosure & Barring Service and checks of the barred list, where applicable).</p>
“Employment Claims”	<p>means any claim or demand, whether in contract, tort, under any Law or otherwise (including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, marriage/civil partnership, pregnancy/maternity, gender reassignment, and personal injury, or a protective award or a claim or demand of any other nature).</p>
“Equipment”	<p>means the Stock Equipment and Non-stock Special Equipment.</p>
“EIR”	<p>The Environmental Information Regulations 2004.</p>
“FOIA”	<p>The Freedom of Information Act 2000.</p>
“FOI Request”	<p>any request for information made to either Party under the FOIA (including in relation to any of the matters hereunder) .</p>
“Force Majeure”	<p>subject always to clause 33A, any cause materially affecting the performance by a Party of its obligations under this Agreement arising from a reasonably unforeseeable act or circumstance, which is beyond the affected Party’s reasonable control, including: acts of God, war, industrial action (subject to clause 33.3), protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies.</p>
“foreign designated authority”	<p>as defined in the 2018 Act.</p>
“Former Provider”	<p>means any supplier supplying services to the Council before the Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor), and where the Council is providing them for its own account, shall include the Council.</p>

“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of such degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector and in the supply of services similar to the Services under the same or similar circumstances as those applicable to this Agreement.
“Healthwatch”	A body, structure or arrangement set up in accordance with section 221(1) of the Local Government and Public Involvement in Health Act 2007 and with the Health and Social Care Act 2012. Healthwatch aims to give citizens a stronger voice in how their health and social care services are delivered. Run by local individuals and groups and independently supported, the role of Healthwatch is to find out what people want, monitor local services and to use their powers to hold them to account. Each local authority (that provides social services) has been given funding and is under a legal duty to make contractual arrangements that enables Healthwatch activities to take place.
“HRA”	The Human Rights Act 1998.
“ICO”	The Information Commissioner’s Office.
“Information Commissioner”	means the Information Commissioner (see section 114 of the 2018 Act).
“Insolvency Event”	<p>each of the following amount to an insolvency event:</p> <ul style="list-style-type: none"> <li data-bbox="660 1290 1418 1771">(a) the Provider 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 or limited liability partnership) 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; <li data-bbox="660 1783 1418 2040">(b) the Provider 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 (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or

more other companies or for the purposes of a solvent reconstruction of the Provider;

- (c) 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 or liquidation of the Provider (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or more other companies or for the purposes of a solvent reconstruction of the Provider;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Provider (being a company);
- (e) the holder of a qualifying floating charge over the assets of the Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Provider or a receiver is appointed over the assets of the Provider;
- (g) the Provider (being an individual) is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Provider 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 the Provider's assets and such attachment or process is not discharged within 14 calendar days;
- (i) any event occurs, or proceeding is taken, with respect to the Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);
- (j) the Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (k) the Provider (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

"Intellectual Property Rights"

patents, utility models, inventions, trademarks, service

	marks, logos, design rights, applications for any of the foregoing, copyright (and related rights), goodwill, database rights, domain names, drawings, manuals, know-how and techniques, trade or business names, rights in get-up and trade dress, rights which subsist in computer software, programmes and websites, moral rights and the right to sue for passing off or unfair competition, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Key Personnel"	those persons (if any) named in the Specification as being key personnel and any replacement from time to time in accordance with the terms of this Agreement.
"KPI(s)"	the key performance indicators detailed within the Specification.
"Law"	means any legal provision the Provider or Council must comply with including any law, statute, and/or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or legal requirements (including of any regulatory body), in force from time to time.
"Liabilities"	all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.
"Managing Authority"	has the meaning set out in the Mental Capacity Act 2005 (as amended).
"Materials"	any and all works of authorship and materials developed, written or prepared on whatever media for the purposes of or in connection with the Services including, without limitation, any and all reports, studies, data, databases, diagrams, charts, specifications, software, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto.
"Non-stock Special Equipment" (also referred to as "Specials" and "Special Equipment")	means products which a Prescriber may request on an ad hoc basis which tend to be specialist bespoke in nature and do not form part of the Stock Equipment catalogue.

“Open Book Accounting”	means the disclosure by the Provider of all material data and information which relate to the performance of the Provider’s obligations under this Agreement including staff costs, resources used, valuations, cost variations, profit margins, payment mechanisms, budget planning, defaults, claims, insurance, recovery of costs and any other matter which is reasonably incidental to the performance of the Provider’s obligations under this Agreement.
“Party”	a party to this Agreement, the Council or the Provider (together the Parties).
“Peripheral Stores or P-Stores”	means stores at sites controlled by the Council or Prescribers, and notified to the Provider by the Council, to which Equipment may need to be delivered or from which it may be collected.
“Person”	means a person to whom the Provider shall provide the Services.
“Personal Data”	all the personal data processed by the Provider in relation to the Services and/or this Agreement.
“Personal Data Instructions”	the Council’s instructions in relation to the Personal Data in Schedule 1 (Part B).
“Prescriber”	refers to any health or social care practitioner who has been allocated a Personal Identification Number (PIN) number and can raise requisitions with the provider.
“Price”	the price of the Services as set out in Schedule 2. Unless otherwise stated, any figures shall be regarded as being stated exclusive of properly chargeable VAT which shall be separately accounted for provided that a full and proper VAT invoice has been provided.
“Prohibited Act”	<p>each of the following constitute a Prohibited Act:</p> <ul style="list-style-type: none"> (a) directly or indirectly offering, promising, giving or agreeing to give to any member or servant of the Council or person working for or engaged by the Council, any gift, reward, advantage or consideration of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Council; (ii) for showing favour or disfavour to any person in relation to this Agreement or any other agreement

with the Council; or

- (iii) for the improper performance of a relevant function or activity;
- (b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under s117(3) of the Local Government Act 1972;
 - (iii) under legislation creating offences in respect of fraudulent acts;
 - (iv) at common law in respect of fraudulent acts; or
 - (v) defrauding or attempting to defraud or conspiring to defraud the Council; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

“Protective Measures”

appropriate technical and organizational measures, which may include: pseudonymising and encrypting personal data, and which shall (i) ensure confidentiality, integrity, availability and resilience of systems and services; (ii) ensure that availability of and access to personal data can be restored in a timely manner after an incident; and (iii) include the requirement regularly to test, assess, re-evaluate and update the effectiveness of appropriate technical and organizational measures for the security of processing.

“Provider”

Medequip Assistive Technology Limited, named above as a Party (and where the context permits, this shall include the Employees and, if the Provider is a consortium or consortium leader, the consortium members).

“Regulated Activity”

in relation to children, shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

“Regulatory Bodies”	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Providers and “Regulatory Body” shall be construed accordingly.
“Remediation Notice”	a notice served by the Council in accordance with clause 12.1.1.
“Replacement Provider”	any company, organisation, person or supplier who replaces the Provider to provide all or any services which are substantially similar to any of the Services, following the termination or expiry of all or part of this Agreement.
“Schedule(s)”	any schedules attached to this Agreement.
“Service Levels”	the service levels to which the Services are to be provided, as set out in the Specification.
“Services”	the services as set out in the Specification, together with the duties and responsibilities to be provided, performed and observed by the Provider pursuant to this Agreement (together with all equipment required and any associated goods provided by the Provider in relation to those services).
“Person”	means a person to whom the Provider shall provide the Services.
“Significant Decision”	means a decision made in the best interests of a Person and with regard to the Code of Practice for the Mental Capacity Act 2005.
“Specification”	as contained in Schedule 1 (Part A) (including any Appendices and Annexes to Schedule 1 (Part A)), setting out the Council’s detailed requirements, which the Provider shall comply with.
“Standard Contractual Clauses”	means the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament.
“Stock Equipment”	means the products listed in the Specification, together with any other products which will be used on a regular basis by Persons and which the Council and the Provider may agree during the life of the Agreement.

“Sub-contractor”	any supplier who is contracted (whether by the Provider, the Provider’s sub-contractors or at any stage of remoteness from the Council in a sub-contracting chain) for the purposes of, or to perform (or contribute to the performance of) the whole or any part of the Provider’s obligations under this Agreement, and “Sub-contract” shall be construed accordingly.
“Sub-processor”	any third party appointed to process personal data on behalf of the Provider pursuant to this Agreement.
“Term”	means the period from the Commencement Date and continues, unless terminated earlier in accordance with this Agreement, for a period of 4 (four) years.
“Transfer Date”	means the date(s) on which the Services (or any part of the Services), transfer from any Former Provider to the Provider (or any Sub-contractor), and amount to a relevant transfer for the purposes of TUPE.
“Transferring Former Provider Employee(s)”	means those employees of any Former Provider to whom TUPE will apply on the Transfer Date and who transfer by virtue of the application of TUPE to the Provider (or to any Sub-contractor).
“Transparency Requirements”	the Local Government Transparency Code 2015 issued by the Secretary of State for Communities and Local Government (February 2015), the Local Government (Transparency Requirements) (England) Regulations 2015, the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, the Openness of Local Government Bodies Regulations 2014, the Public Contracts Regulations 2015 and all other Laws which oblige the Council to publish and/or disclose information or documentation.
“TUPE”	the Transfer of Undertakings (Protection of Employment) Regulations 2006.
“UK GDPR” / “United Kingdom General Data Protection Regulation”	Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27 th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection Brexit Regulations and defined in the data protection legislation.

1.2. Reference in this Agreement to:

- 1.2.1. any Law shall be construed as a reference to the Law as amended or re-enacted from time to time (and shall include any subordinate legislation or statutory guidance for the time being in force made under it);
- 1.2.2. (except where the context otherwise requires) words denoting the singular include the plural and vice-versa, words denoting any gender include all genders and words denoting persons include the Provider, any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings and vice-versa;
- 1.2.3. writing or written, includes email; and
- 1.2.4. any clause, sub-clause or Schedules, appendices or annexes shall mean a clause or a sub-clause of or Schedule, appendix or annex to this Agreement, and references to paragraphs are to paragraphs of the relevant Schedule, appendix or annex.
- 1.3. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.4. Any obligation in this Agreement placed upon the Provider:-
 - 1.4.1. shall be construed so as to include an obligation upon the Provider to ensure that all Employees comply with that obligation;
 - 1.4.2. shall be construed as being without prejudice to any other obligation contained within this Agreement, unless expressly stated to the contrary; and
 - 1.4.3. shall be deemed to require the obligation to be complied with and/or carried out at the Provider's own expense, unless expressly stated to the contrary.
- 1.5. In this Agreement, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the generality or sense of the words, description, definition, phrase or term preceding those terms.
- 1.6. The rights of the Council under any particular provision of this Agreement shall be construed as being without prejudice to any other rights or remedies available to the Council under any other provision of this Agreement or otherwise.
- 1.7. Where the Provider is more than one person:-
 - 1.7.1 those persons shall in each case be jointly and severally liable for the obligations and liabilities of the Provider arising under this Agreement;
 - 1.7.2 the Council may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Provider, without affecting the liability of any other of them;
 - 1.7.3 the rights of the Provider arising under this Agreement must be exercised by all persons comprising the Provider jointly;
 - 1.7.4 if the address stated herein at the beginning of this Agreement (or the address from time to time designated in writing for the purposes of clause 3) for the Provider, consists of more than one address, the Council may send or deliver

any notices required or permitted to be given under this Agreement to any of such addresses which shall be deemed served upon the Provider in accordance with clause 3 (and shall not be required to send or deliver notices to each address); and

1.7.5 any breach of the obligations placed upon the Provider in this Agreement, by any one of those persons, shall be deemed to be a breach by the Provider for the purposes of this Agreement.

1.8. In the event of, and only to the extent of, any conflict or inconsistency between the provisions in the main body of this Agreement and the Schedules or annexes or appendices, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the main body of this Agreement;
- (b) Schedule 1B (Personal Data Instructions);
- (c) Schedule 1A (the Specification);
- (d) the remaining Schedules of this Agreement.

1.9 Save for the purposes of clause 1.8, the Schedules, appendices and annexes attached hereto shall form part of this Agreement and shall have effect as if set out in full in the main body of this Agreement.

2. HEADINGS

2.1 The index and headings to the clauses and appendices and annexes to and Schedules of this Agreement are for convenience of reference only and will not affect its construction or interpretation.

3 NOTICES

3.1 Any notice required by (and any other communications in connection with) this Agreement to be given by either Party to the other shall be in writing and shall be served personally, by email or by sending it by registered post or recorded delivery to the address detailed for that Party at the beginning of this Agreement, (or in the case of emails, to the email address(es) specified in clause 3.3) and in the case of notices to the Council, must be marked for the attention of Leesa Murray, Head of Commissioning. Either Party may change their address and/or email address to which notices are to be sent by giving written notice to the other Party.

3.2 Any notice (and any other communications) shall be deemed to have been duly received, when sent in accordance with clause 3.1:

- (i) if served personally on a Business Day before 4.30p.m., on that day, or in any other case of personal service, at 9.00a.m. on the next Business Day after that day;
- (ii) if sent by post, at 9.00a.m. on the second Business Day after posting, or if the date and time recorded by the delivery service is earlier, at that time;
- (iii) if sent by email, if sent on a Business Day before 4.30p.m., on that day or in any other case, on the next Business Day after the day on which the email is sent, (provided always that the email does not result in an automated

undeliverable response email from Mailer-Daemon/System Administrator etc. to the sender).

3.3 The email addresses for the purpose of clause 3.1 are as follows:

(i) In the case of the Council:

leesa.murray@peterborough.gov.uk

(ii) In the case of the Provider:

david.griffiths@medequip-uk.com

4 ENTIRE AGREEMENT

4.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. This Agreement supersedes all prior negotiations, representations and undertakings (whether written or oral) and save as expressly provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Provider by the Council and any such representations, warranties or conditions are excluded, except that this clause 4.1 shall not exclude liability in respect of any fraudulent misrepresentation or where such exclusion is prohibited by Law.

5 TERM

5.1 This Agreement shall be deemed to commence on the Commencement Date and shall continue for the Term, unless terminated earlier in accordance with this Agreement.

6 PERFORMANCE

6.1 The Provider shall perform and deliver all Services in accordance with the Specification and the terms of this Agreement and shall comply and co-operate with any lawful instructions given by the Authorised Officer.

6.2 The Council will have the right to observe the Provider's performance of the Services at any time (including if the Services are not being performed on the Council's premises).

6.3 The Provider warrants to the Council that it has the necessary skill and experience to perform the Services and its obligations under this Agreement and will provide the Services and perform its obligations under this Agreement (and will procure that its obligations and the Services hereunder are performed and provided) with all reasonable skill and care, in accordance with Good Industry Practice and in accordance with all applicable Laws.

6.4 Subject as hereinafter provided the Provider shall devote such time, attention, skill, knowledge and experience as may be necessary for the proper discharge of its duties and obligations under this Agreement.

6.5 The Provider shall keep the Council's Authorised Officer informed of progress of the Services in which the Provider is engaged and shall provide the Council's Authorised

Officer with management information reports as specified in the Specification.

- 6.6 The Provider will not, during the Term, undertake any additional activities or accept other engagements which would directly interfere with or preclude the performance of the duties required from time to time under this Agreement or which might lead to any conflict of interest between the Provider and the best interests of the Council.
- 6.7 The Provider shall be responsible for compliance with and ensure that all obligations are performed in accordance with the health and safety requirements and shall comply with and take into account all applicable laws, enactments, orders, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom.
- 6.8 The Provider is deemed to have satisfied itself as to the scope, extent and location of the Services and obligations to be carried out and complied with under this Agreement.
- 6.9 The Provider will be responsible at its own cost and expense for the provision of all necessary staff, materials and equipment (and anything else necessary or required) for the management and execution of its obligations under this Agreement.
- 6.10 If the Provider at any time becomes aware of any act or omission, or proposed act or omission by the Council which prevents or hinders, or may prevent or hinder the Provider from performing the Services in accordance with this Agreement, the Provider shall notify the Council in writing immediately and the Council may, at its absolute discretion, extend the Term accordingly.
- 6.11 If the Provider at any time becomes aware of any matter (including of any inaccuracies in any information provided by the Provider to the Council) that could affect the performance of the Services or the Provider's ability to comply with its obligations in accordance with this Agreement, the Provider shall notify the Council in writing immediately.
- 6.12 If the Provider has a change in Control, the Provider shall notify the Council in writing as soon as reasonably practicable.
- 6.13 The Council retains the Provider for the performance of the Services on a non-exclusive basis and the Provider accepts such appointment to provide the Services on the terms of this Agreement.
- 6.14 For the avoidance of doubt the Council is contracting under this contract for the Services but the Commissioners are jointly commissioning the Services.
- 6.15 The Provider shall be registered and shall remain registered throughout the Term with any relevant Regulatory Bodies.
- 6.16 The Provider shall comply with the staff vetting procedures in respect of all staff employed or engaged in the provision of Services whose role involves the handling of information of a sensitive or confidential nature or information that is subject to any relevant security measures.
- 6.17 The Provider shall train and ensure that all staff employed or engaged in the provision of the Services are trained to an appropriate standard for the purposes of performing the Services.

7 CONTRACT MANAGER

- 7.1 The Provider shall appoint a competent and authorised Contract Manager empowered to act on behalf of the Provider for all purposes connected with this Agreement (who shall be available during the hours of 09.00 – 17.00, Monday – Friday (excluding public or bank holidays), and shall ensure that the Council is notified who the Contract Manager is, and notified in advance (where reasonably practicable) of the Contract Manager's absence and who, in their absence, is suitable and authorised to act.
- 7.2 The Provider shall forthwith give notice in writing to the Council of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Provider shall give maximum possible notice to the Council before changing its Contract Manager.

8 WARRANTIES

- 8.1 The Provider warrants, undertakes and represents to the Council that:
- 8.1.1 it has the right, power and authority to enter into this Agreement and to perform the Services;
 - 8.1.2 it has and will continue to have all necessary rights in and to any software or Intellectual Property Rights or any other Materials made available by the Provider to the Council necessary to perform the Services and its obligations under this Agreement;
 - 8.1.3 it is not in default:
 - (a) in the payment of any due and payable taxes;
 - (b) in the filing, registration or recording of any document; or
 - (c) under any Law or other requirement,which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Agreement; and
 - 8.1.4 neither the Provider nor any of Employees (nor any other persons associated with it):
 - (i) has been convicted of any offence involving slavery and/or human trafficking; and
 - (ii) (having made reasonable enquiries, and to the best of its knowledge) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking.
- 8.2 The Provider warrants, undertakes and represents to the Council that the Services will be provided:

- 8.2.1 in a proper, skilful and workmanlike manner and that it has the necessary skill and experience to perform its obligations under this Agreement;
 - 8.2.2 by a sufficient number of appropriately qualified, trained and experienced Employees with a high standard of skill, care and due diligence, in accordance with Good Industry Practice and who have been subject to the Employment Checks (and any security policy notified to the Provider from time to time);
 - 8.2.3 in accordance and conform in all respects with the requirements of all applicable Laws from time to time in force and that the Provider has and will continue to hold all approvals, certificates, authorisations, permissions, licences, permits, regulations, regulatory approvals, registrations and consents (including from any Regulatory Body and including any specified in the Specification) necessary from time to time for the performance of the Services;
 - 8.2.4 in accordance with this Agreement;
 - 8.2.5 to the reasonable satisfaction of the Council;
 - 8.2.6 in a way that the Provider takes every reasonable precaution to safeguard the Council's (or any third party's) property entrusted to the care of the Provider; and
 - 8.2.7 by Key Personnel (if and to the extent any are designated) who shall not be released from providing the Services permanently without the agreement of the Council, except by reason of sickness, maternity leave, paternity leave, resignation of employment or because they have been requested to do so by the Council, or the element of the Services in respect of which the person was engaged has been completed to the Council's satisfaction or other extenuating circumstances explained to the Council. Any replacements for the Key Personnel shall be subject to the prior written agreement of the Council and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services (the cost of effecting such replacement shall be borne by the Provider).
- 8.3 The Provider warrants to the Council that, to the extent that any goods, equipment or consumables are provided as part of the Services they will:
- 8.3.1 be free from defects in design, material and workmanship;
 - 8.3.2 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health;
 - 8.3.3 correspond with their description and be in compliance with the Council's requirements as detailed within the Specification;
 - 8.3.4 be delivered on the date(s) and time(s) stipulated by the Council and to such address and delivery point as the Council requires (the Provider shall be responsible for any expenses incurred to re-deliver any incorrectly delivered Services to the correct delivery point and to return any items delivered in excess of the quantity specified by the Council);

- 8.3.5 be of satisfactory quality and fit for any purpose held out by the Provider or made known to the Provider by the Council (expressly or by implication), and in this respect the Council relies on the Provider's skill and judgement; and
 - 8.3.6 be properly packed and secured in such manner as to enable them to reach their destination in good condition, and each delivery is accompanied by a delivery note containing any special instructions, the type and quantity of goods and such additional details as the Council reasonably requires.
- 8.4 The Provider:
- 8.4.1 warrants and represents to the Council that all information and statements made by the Provider as a part of the quotation/procurement process, remain true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of this Agreement; and
 - 8.4.2 shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services or meet any KPIs.
- 8.5 For the avoidance of doubt, the Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Provider in accordance with Clause 8.4.2.
- 8.6 To the extent that the Services (or any part thereof) are to be provided from the Provider's premises, the Provider warrants, represents and undertakes to the Council that those premises are, and shall be throughout the Term, appropriately maintained and in good condition and repair throughout the Term, and are appropriately insured with an adequate limit. For the avoidance of doubt, any lack of maintenance or repair of such premises, shall not relieve the Provider from its obligations under this Agreement.
- 8.7 Without prejudice to the Council's rights to terminate under clause 12 (Termination), if any of the Services supplied are not in accordance with this Agreement, the Council shall be entitled to:
- 8.7.1 reject the Services and require the Provider to provide replacement Services, which comply with the requirements of this Agreement, as soon as reasonably practicable and in any event within 5 Business Days of a request by the Council to do so; or
 - 8.7.2 require repayment of the proportion of the Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Council in obtaining replacement Services.

9 PROVIDER'S EMPLOYEES

- 9.1 The Council reserves the right under this Agreement to refuse to admit to, or to withdraw permission to remain on, any premises owned or occupied by or on behalf

of the Council (or any location where Services are to be provided, save the Provider's premises), any of the Employees who, in the opinion of the Council, misconduct himself or be incompetent or negligent or whose admission or continued presence would be, in the opinion of the Council, undesirable and the Provider shall forthwith remove such person from such premises.

- 9.2 When directed by the Council, the Provider shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with this Agreement to any premises owned or occupied by or on behalf of the Council (or any location where Services are to be provided), specifying the capacities in which they are concerned with this Agreement and giving such other particulars as the Council may reasonably require.
- 9.3 For the avoidance of doubt, the decision of the Council as to whether any person is to be refused access to any premises owned or occupied by or on behalf of the Council, shall be final and conclusive.
- 9.4 The Provider shall ensure that:
 - 9.4.1 Employees engaged within the boundaries of any premises owned or occupied by or on behalf of the Council or at any location where Services are to be provided, shall comply with such rules, regulations and requirements as may be in force from time to time for the conduct of personnel when at those premises and when outside those premises;
 - 9.4.2 all Employees receive adequate training to keep up to date with all relevant technical developments, innovations and Good Industry Practice in relation to the Services;
 - 9.4.3 when Employees are required to carry out any activity alongside the Council's employees in any premises, that each such Employee complies with the Council's codes of practice relating to discrimination and equal opportunities and data protection (and the Council shall provide copies of such codes of practice if requested in writing to do so by the Provider);
 - 9.4.4 where using any premises owned or occupied by or on behalf of the Council (or any location where Services are to be provided) or any Council Property, they are kept properly secure and it will comply and cooperate with the Council's security requirements from time to time regarding the security of the same;
 - 9.4.5 only those Employees that are duly authorised to enter upon the Council's premises (or other location where Services are to be provided) for the purposes of providing the Services, do so;
 - 9.4.6 any Council Property used by the Provider is maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and is not removed from Council premises unless expressly permitted by the Authorised Officer;
 - 9.4.7 any Council Property is used with all reasonable care and skill and in accordance with any manufacturer guidelines or instructions; and
 - 9.4.8 it notifies the Council immediately on becoming aware of any damage caused by the Provider or its Employees to any property of the Council, to any premises

owned or occupied by or on behalf of the Council (or any location where Services are to be provided), to any Council Property or to any property of any other recipient of the Services, in the course of providing the Services.

- 9.5 The Provider shall train and ensure that all Employees are trained to an appropriate standard for the purposes of performing the Services and shall carry out the Employment Checks for all Employees.
- 9.6 The Provider shall replace any of the Employees who the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any Employees for any reason, the Provider shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services and this Agreement.
- 9.7 For the purposes of performing the Services, the Provider will ensure that there are sufficient levels of Employees at all times and that they are competent, prepared, trained, supported, respected and provided with opportunities to develop their skills and experience in relation to all aspects of the Agreement.
- 9.8 The Provider shall ensure that Employees in customer facing roles must be able to fulfil all spoken aspects of the role with confidence through the medium of English and be prepared to communicate effectively with people from all backgrounds and communities.
- 9.9 Without prejudice to the generality of clause 6.9, for the avoidance of doubt, the Provider shall bear the cost of or costs arising from any notice, instruction or decision of the Council under this clause 9 (and the Council shall not be liable to the Provider or any other person for any Liabilities in relation to the exercise of its rights under this clause 9).

10 PRICE AND PAYMENT

- 10.1 Subject to the terms of this Agreement, the Council shall pay to the Provider the Price for the Services (provided to the satisfaction of the Council and in accordance with the terms of this Agreement), which shall be inclusive of all costs and expenses incurred by the Provider in providing the Services and complying with its obligations under this Agreement.
- 10.2 In accordance with Schedule 2 – Price, the period of the Agreement between 0 and 6 months shall operate on a cost-plus basis and thereafter shall be fixed for every 12-month period (or remaining proportion of the Agreement). The Council reserves the right to increase the Price each financial year, taking into consideration inflation, National Living Wage, Consumer Price Index (CPI) based on the January of that year, and other statutory increases. Any Price variation shall be in accordance with clause 28 (Variations).
- 10.3 The Provider shall simultaneously submit separate invoices for Services delivered (i) in Peterborough and (ii) in Cambridgeshire, to the Council monthly in arrears (within 15 calendar days of the end of each month period), which shall contain details of the Services provided for the preceding month, together with such further details and/or supporting documentation as may be required by the Authorised Officer. Each invoice must quote the correct purchase order number and failure to do so will result in the invoice being returned unpaid. The Provider shall send all invoices via email as a PDF attachment to payments@peterborough.gov.uk and to the Authorised Officer unless and until advised otherwise in writing by the Council.

- 10.4 Where the Provider submits an invoice to the Council in accordance with clause 10.3, the Council will consider and verify that invoice in a timely fashion, and payment of any sums due under such an invoice will be made no later than thirty (30) calendar days following the date on which the Council has determined the invoice is valid and undisputed (for Services completed to the satisfaction of the Council).
- 10.5 The Council will accept (and process for payment) an electronic invoice (an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing) submitted for payment by the Provider where the invoice is undisputed and where it complies with the standard on electronic invoicing. For these purposes, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 10.6 If the Council disputes any invoice, it shall notify the Provider and the undisputed portion of the relevant sum shall be paid in accordance with this Agreement. The disputed portion shall be set aside and credited in favour of the Council and, after settlement of, or final and binding determination upon, the disputed sum, any amount agreed or determined to be payable shall be included in the next invoice (or such other invoice as the Parties may agree).
- 10.7 The Council reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Provider has either failed to provide the Services (or any part of them) at all or has provided the Services (or any part of them) inadequately or has failed to perform its obligations under this Agreement adequately, and any invoice relating to such Services will not be paid unless and until the Services have been performed to the Council's satisfaction and in accordance with this Agreement.
- 10.8 The Council will be entitled (but not obliged) at any time or times, without notice to the Provider, to set off any liability of the Council to the Provider against any liability of the Provider to the Council (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to the Provider into any other currency or currencies in which the obligations of the Council are payable under this Agreement. The Council's rights under this clause will be without prejudice to any other rights or remedies available to the Council under this Agreement or otherwise.
- 10.9 The Council may from time to time propose a variation to the Specification (including an increase, decrease or change in the scope, frequency or performance of the Services). Any such proposed variation must be discussed with the Provider and where such proposed variation is agreed between the Parties, this shall be confirmed in writing and documented in accordance with clause 28.

10A RECOVERY OF SUMS

- 10A.1 If any sum of money shall at any time have been, or becomes, recoverable from, or payable by the Provider to the Council, the Council is entitled to deduct that money from any moneys due under this Agreement or any other contract between the Council and the Provider, irrespective of when such money shall have been or becomes payable or recoverable

11 EQUIPMENT

- 11.1 The Equipment is to be provided and completed in accordance with the requirements as detailed within the Specification.
- 11.2 To avoid ambiguity, requisitions consisting of multiple pieces of Equipment should not be split and delivered separately unless otherwise instructed by the Prescriber prior to the undertaking of the said deliveries. Where a requisition consists of multiple pieces of Equipment and an item is out of stock, then the item(s) available shall be delivered in the first instance and the outstanding item(s) shall be delivered upon becoming available, and in this scenario there shall only be a charge for the first delivery of item(s).
- 11.3 The Contractor shall procure and maintain sufficient supplies of Stock Equipment to meet timescales of delivery in accordance with the Specification at all times at its own cost.
- 11.4 The Contractor shall purchase Non-Stock Special Equipment as and when requested to do so by the Prescriber and as required in the Specification. An up to date on line catalogue of returned and refurbished Non-stock Special Equipment shall be maintained by the Contractor.
- 11.5 The Contractor shall produce an online catalogue of Services and Equipment supplied that shall be available via an online portal and requisitioning system. Practitioners shall be able to print individual pages when required. The catalogue to be updated in line with any changes subject to the Equipment review process and ongoing developments. Any amendments and corrections are to be completed by the Contractor within 5 Business Days. The online system shall also contain the eligibility criteria for all items of Equipment as determined by the Council. The Contractor shall make available an electronic requisitioning process. The electronic catalogue is to be available to support Prescribers' training and to be accessible prior to the Commencement Date. The online catalogue shall include detail as identified within the Specification.
- 11.6 An item of Stock Equipment shall belong to the Contractor until a delivery of that piece of Stock Equipment is successfully completed to a Person or Peripheral Store when ownership of such item of Stock Equipment shall transfer to the Council, notwithstanding payment which will not become due until the end of any trial period.
- 11.7 Following collection of Stock Equipment from a Person or Peripheral Store the ownership of such Stock Equipment shall transfer to the Contractor. The Contractor shall make a credit to the Council for 80% of its unit cost, unless such Stock Equipment is disposed of in accordance with the disposal procedure set out in the Specification. The credit shall appear in the invoice issued by the Contractor for the month in which such Stock Equipment is collected by the Contractor. For avoidance of doubt this clause applies to Stock Equipment with a Person or Peripheral Store at the Commencement Date, as well as Stock Equipment delivered to a Person by the Contractor on or after the Commencement Date.
- 11.8 Non-stock Special Equipment following initial issue shall remain the property of the Council, however responsibility for maintenance and serviceability shall remain with the Contractor.
- 11.9 The Contractor shall provide at its own cost all equipment, materials and any other items necessary for the proper and satisfactory provision of the Services.

- 11.10 The Contractor shall competitively purchase all new items of Equipment. This is to ensure best value is achieved by providing benchmarking/cost comparisons of equivalent items.
- 11.11 The Contractor shall have in place procedures enabling further Stock Equipment to be purchased in order to maintain stocks in accordance with this clause and Non-stock Special Equipment to be purchased to meet a Prescriber's requisition in an efficient and timely manner.
- 11.12 For the avoidance of doubt the Council reserves the right to purchase items (whether or not such items are Equipment) on an ad hoc basis from other suppliers and manufacturers.
- 11.13 The Contractor shall at all times keep and maintain at its own cost all Equipment stored in the provision of the Services in good repair and condition or replace it as necessary in order that the Services may be provided in accordance with the Specification.
- 11.14 The Contractor shall (at the Council's request) provide details of arrangements made for repairing, maintaining, servicing or replacing of all Equipment together with a monthly schedule of maintenance completed from the date of its contract to the date of request.
- 11.15 The Contractor shall insure, when title to the Equipment vests in the Contractor, it shall make its own arrangements for the security and safe-keeping of such Equipment (including the Non-stock Special Equipment).
- 11.16 The Contractor shall take all reasonable care and safety with Equipment and shall be responsible for, and make good any damage wilfully or negligently caused by the Contractor's Employees to the Equipment whether such Equipment is in transit, has been delivered to a Person, is in a Peripheral Store, is on the Contractor's premises or is elsewhere.
- 11.17 The Contractor shall fully warrant all issues of recycled goods for a period of twelve (12) months following date of issue and should there be in existence part or all the manufacturers/supplier's warranty then the same should be taken into account when ascertaining the responsibility/warranty period of the Contractor.

11A TRANSPORT

- 11A.1 The Provider shall ensure that all vehicles employed in the performance of this Agreement are properly licensed, insured, taxed and tested and that they comply with all regulations and requirements relating to the construction, maintenance and operation of such vehicles.
- 11A.2 All drivers of any vehicles used must be suitably qualified, insured and possess the relevant valid driving license. Appropriate safeguards and precautions (including staff training) must be taken when transporting clean and dirty/used goods in line with the Specification.

12. TERMINATION

- 12.1 The Council may terminate this agreement (in whole or part) with immediate effect by the service of written notice on the Provider in the following circumstances:

- 12.1.1 if the Provider commits any material breach of any term of this Agreement which is irremediable or, if such material breach is capable of remedy, the Provider has failed to remedy that material breach within a period of 28 calendar days of being notified in writing to do so (**'Remediation Notice'**);
- 12.1.2 if the Provider repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 12.1.3 if the Provider wilfully neglects or refuses to carry out or to comply with any of its obligations in this Agreement;
- 12.1.4 if the Provider refuses or neglects to comply with any lawful instructions or directions of the Council or the Authorised Officer;
- 12.1.5 if the Provider or any Employee or anyone acting on the Provider's behalf (whether with or without the knowledge of the Provider) commits a Prohibited Act or breaches clause 34;
- 12.1.6 if the Provider undergoes a change of Control, which, in the opinion of the Council, impacts adversely and materially on the performance of this Agreement;
- 12.1.7 if there is an Insolvency Event;
- 12.1.8 if the Provider (or anyone providing Services as part of or on behalf of the Provider) shall act in any way which, in the opinion of the Council, brings or is likely to bring the Council into disrepute or is materially adverse to the interests of the Council;
- 12.1.9 this Agreement has been subject to a substantial modification which would have required a new procurement procedure in accordance with Section 74 of the Procurement Act 2023;
- 12.1.10 commits an act or omission which means it would now be excluded from the procurement process for this Agreement on a mandatory exclusion ground as specified in Section 57(1) of the Procurement Act 2023;
- 12.1.11 this Agreement should not have been awarded to the Provider in view of a serious infringement of the obligations under competition law that applies to a supplier if the Competition and Markets Authority has made a decision under the Competition Act 1998 that the Chapter I prohibition has been infringed in accordance with Section 41(1) of the Procurement Act 2023, or if a Court is satisfied that a decision made, or action taken, by the Council breaches enforceable duties under Section 100 of the Procurement Act 2023;
- 12.1.12 the Provider commits an offence under the Modern Slavery Act 2015 or breaches any of the warranties, undertakings, representations or obligations contained in clause 8.1 or 26.2; or
- 12.1.13 if the Council has served two (2) or more Remediation Notices in any rolling twelve (12) month period.

12.2 For the purposes of clause 12.1.1 material breach means a breach (including an anticipatory breach):

12.2.1 that is serious in the widest sense of having a serious effect on the benefit which the Council would otherwise derive from a substantial portion of this Agreement; or

12.2.2 which is expressly stated to amount to a material breach within this Agreement,

and in deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

12.3 If this Agreement is terminated by the Council pursuant to clause 12.1, such termination shall be at no loss or cost to the Council and the Provider hereby indemnifies the Council against all Liabilities which the Council incurs or suffers arising from or connected to the termination (including all costs or additional expenditure incurred by the Council in making other arrangements for the provision of the Services throughout the remainder of the Term).

12.4 The Council reserves the right to terminate this Agreement in whole or in part, at any time (without the need to give any reasons) by giving at least six (6) calendar months prior notice in writing to the Provider.

12.5 The proper exercise by the Council of its right of termination under this clause 12 shall be without prejudice to any other rights or remedies which the Council may have or be entitled to exercise against the Provider (whether under this Agreement or the Law), and shall be without prejudice to (and shall not affect) any right or remedy which has already accrued or subsequently accrues to the Council.

13. CONSEQUENCES OF TERMINATION

13.1 On termination of this Agreement pursuant to clause 12.1.6, 12.1.7, 12.1.9, 12.4 or 33.6 the Council shall pay to the Provider sums due in respect of Services provided to the Council up to the date of such termination, provided that any such sum payable in accordance with this clause shall only be payable by the Council if it would have been payable in accordance with this Agreement if it had not been terminated.

13.2 If this Agreement is terminated early (for any reason), the Provider shall, immediately upon request, refund an appropriate proportion of any of the Price which has been paid in advance to the Provider for Services not yet provided, on a pro-rata basis, together with any part of the Price which relates to Services which have been rejected by the Council.

14. DISPUTE RESOLUTION PROCEDURE

14.1 If a dispute arises between the Parties in connection with this Agreement, the Parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level within 10 Business Days of written notice of dispute being served by one on the other, without recourse to legal proceedings.

14.2 If a dispute is not resolved within 10 Business Days of referral under clause 14.1 then either Party may refer it to senior representatives of each Party for resolution who shall meet for discussion within 10 Business Days or such longer period as the Parties

may agree.

- 14.3 Provided that both Parties consent, a dispute not resolved in accordance with clauses 14.1 and 14.2, shall first be referred to mediation or other alternative dispute resolution procedure as agreed between the Parties, each acting in good faith. If the Parties are unable to agree a procedure or any aspect of a procedure they will seek assistance from the Centre of Dispute Resolution at Exchange Tower, 1 Harbour Exchange Square, London, E14 9GB. Unless otherwise agreed, the Parties will share equally the costs of mediation and the use of mediation will be without prejudice to the rights of the Parties in all respects if the mediation does not achieve an agreed resolution of the dispute within 60 calendar days (or such longer period as the parties may agree) of the notice of dispute being served.
- 14.4 Unless this Agreement shall have already been terminated, the Provider shall in every case continue to proceed with the Services in accordance with this Agreement.

15. SURVIVAL

- 15.1 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement (including Clause 13 (Consequences of Termination), Clause 17 (Liability And Insurance) Clause 19 (Intellectual Property), Clause 20 (Confidentiality), Clause 22 (Data Protection), Clause 23 (Freedom of Information), Clause 24 (Record Keeping and Monitoring), Clause 31 (Severance), Clause 35 (TUPE), and Clause 42 (Law & Jurisdiction)) shall remain in full force and effect notwithstanding the termination or expiry of this Agreement.

16. EXIT ARRANGEMENTS

- 16.1 The Provider shall support and assist the Council in managing the smooth and timely transition of the Services in respect of the expiry or termination of this Agreement, by providing all necessary reasonable resources, records and information relating to the Services and/or handing over the Services to the Council or any Replacement Provider. The Provider shall also provide a detailed exit plan to the Council within three calendar months of the Commencement Date, for the Council's approval (and shall comply with the approved exit plan).

17. LIABILITY AND INSURANCE

- 17.1 The Provider shall maintain insurance with a reputable insurance company or underwriters against any liability arising under this Agreement and in respect of all risks which may be incurred by the Provider (including, without limitation, damage, loss or injury which may occur to any property or to any person) by or arising out of or in consequence of the Provider's performance of its obligations under this Agreement or in carrying out this Agreement and the Services, which shall include taking out and maintaining the following insurance policies:
- 17.1.1 throughout the Term, public liability insurance of a minimum of ten million pounds (£10,000,000) (or such greater sum as the Provider may choose) in respect of any one occurrence, or series of connected occurrences, in any one year;
- 17.1.2 throughout the Term, employers liability insurance of a minimum of ten million pounds (£10,000,000) (or such greater sum as the Provider may choose) in respect of any one occurrence, or series of connected

occurrences, in any one year;

- 17.1.3 professional indemnity insurance in respect of the Provider's obligations to provide the Services with reasonable skill, care and diligence in an amount not less than one million pounds (£1,000,000) for any one occurrence or a series of connected occurrences arising out of any one event, in any one year, to be maintained throughout the Term and for a period of twelve (12) years from the last day of the Term;
 - 17.1.4 throughout the Term the Provider shall hold adequate insurance for all vehicles used by the Employees; and
 - 17.1.5 Insurances of all machinery and Equipment used in or in connection with the Services at full replacement value whilst in transit and in the Provider's possession.
- 17.2 The terms of any insurance or the amount of cover shall not relieve or limit the Provider of any liabilities under this Agreement.
- 17.3 The Provider shall, prior to the Commencement Date and on each anniversary of the Commencement Date (and at such other times as the Council requests), provide certified copies of a statement of its insurance cover, copies of insurance policies, endorsements, cover notes, premium receipts and any other documents which the Council requests, evidencing that insurance is maintained as required under this Agreement, and all premiums paid. Receipt of such evidence by the Council shall not in itself constitute acceptance by the Council or relieve the Provider of any of its liabilities and obligations under this Agreement.
- 17.4 Neither Party excludes or limits liability to the other for death or personal injury caused by its negligence or for any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or any such liability which it is not permissible to exclude by Law.
- 17.5 The Provider shall indemnify and keep indemnified the Council fully against all Liabilities whatsoever arising out of, in respect of, or in connection with this Agreement including in respect of any death or personal injury, loss of or damage to property (including damage caused to property, fixtures, fittings and any other damage within and associated with property) financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by an act or omission of the Provider. This clause 17.5 shall not apply to the extent that the Provider is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Employees or by any circumstances within its or their control.
- 17.6 The Provider shall notify the Council as soon as possible (and in any event within 48 hours) of any incident that may lead to any claim, demand or proceedings (or that may lead to any claim under any of the insurances required under clause 17.1) and shall supply such particulars or details thereof as the Council may reasonably require.
- 17.7 The Provider shall fully and promptly indemnify the Council in respect of any damage whatsoever caused by any Employees (whether such damage be caused by negligence or in any other way whatsoever) to any Council Property or to any land, building or chattel in the ownership, occupation or possession of the Council (or any

location at which the Services are provided) arising out of or in consequence of the performance of this Agreement or the performance of the Services.

- 17.8 A breach of clause 17.1 by the Provider shall be deemed to be a material breach for the purposes of clause 12.1.1.
- 17.9 The Provider shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the insurances required under clause 17.1.
- 17.10 The Provider shall immediately notify the Council in writing upon the cancellation, suspension, termination or non-renewal of any of the insurances required under clause 17.1.
- 17.11 The provisions of this Clause shall survive the expiry or termination of this Agreement for whatever reason.

18. LIMITATION OF LIABILITY

- 18.1 Subject to clause 17.4, the Council's total liability arising under, or in connection with, this Agreement, whether in tort (including negligence), breach of statutory duty, contract, misrepresentation, restitution or otherwise, shall be limited as follows:
 - 18.1.1 for non-payment of invoices for Services purchased, to the amount unpaid; or
 - 18.1.2 for any other type of liability, to the total amount paid for the Services under this Agreement.
- 18.2 Subject to clauses 17.4 and 18.5, the Provider's total liability to the Council arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to ten (10) million pounds or one hundred and twenty five percent (125%) of the total Price, whichever is the greater.
- 18.3 Subject to clause 17.4 (and without prejudice to clause 13), neither Party will be liable to the other Party for:
 - 18.3.1 any indirect, special or consequential loss or damage; or
 - 18.3.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 18.4 Subject to clause 18.2 the Council may, amongst other things, recover as a direct loss:
 - 18.4.1 any additional operational and/or administrative costs and expenses arising from the Provider's default or breach of this Agreement;
 - 18.4.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Council arising from the Provider's default or breach of this Agreement;

- 18.4.3 the additional cost of procuring replacement Services for the remainder of the Term (including further costs arising as a result of a need to obtain such replacement Services urgently); and
 - 18.4.4 any anticipated savings.
- 18.5 Notwithstanding any other provision in this Agreement limiting the Provider's liability (whether in tort (including negligence or breach of statutory duty), contract or otherwise) the Provider shall be liable for the full amount of, and shall have unlimited liability in respect of:
- 18.5.1 any fine or fines levied against the Parties and/or the Council as a result of the Provider's breach of any Laws (including the data protection legislation); and
 - 18.5.2 all Liabilities (including all costs associated with rectification or restoration of any lost Personal Data) suffered or incurred by the Council or which may arise, as a result of any Data Loss Event caused by the Provider's breach of the data protection legislation, the terms of this Agreement or any other negligence by the Provider.

19. INTELLECTUAL PROPERTY

- 19.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- 19.1.1 provided to the Provider by the Council shall remain the property of the Council;
 - 19.1.2 prepared by or for the Provider specifically for the use, or intended use, of the Council or its Persons in relation to the performance of this Agreement shall belong to the Council, subject to any exceptions expressly set out in this Agreement.
- 19.2 The Council shall be entitled to use, modify, arrange and copy all property, copyright and all other Intellectual Property Rights in the Materials developed, originated, written or prepared by the Provider (whether individually or jointly with the Council) specifically for the use, or intended use, of the Council or its Persons for the purposes of this Agreement (the "Intellectual Property"), and the Provider hereby assign the Intellectual Property to the Council with full title guarantee.
- 19.3 The Provider hereby grants the Council a non-exclusive, irrevocable, perpetual, royalty free licence to use any pre-existing Intellectual Property Rights and in order to make use of the Services.
- 19.4 At the request of the Council the Provider shall do all such things and sign all documents or instruments reasonably necessary in the Council's opinion to enable the Council to obtain, defend and enforce its Intellectual Property and Intellectual Property Rights in such Materials.
- 19.5 The Provider warrants that the Materials will (so far as they do not comprise Material originating from the Council) be original works of authorship and the use or possession by the Council will not subject the Council to any claim for infringement of any proprietary rights of any third party.

- 19.6 The Provider agrees to notify the Council in writing of any breach or claim of breach of any intellectual property in use for the purposes of this Agreement and shall indemnify the Council against any and all Liabilities which the Council may incur or suffer as a result of a breach by the Provider of the obligations and/or warranties set out in this clause 19.
- 19.7 The Provider agrees that the Council is entitled to all property, copyright and other Intellectual Property Rights in all Materials developed, originated, written, prepared or contributed to by the Council specifically for the use, or intended use, of the Council or its Persons whether or not changed or developed by the Provider.
- 19.8 Upon the termination or expiry of this Agreement, the Provider shall, at the request of the Council, immediately return to the Council all Council Property and all materials, work or records held in relation to the Services, including any back-up media.

20. CONFIDENTIALITY

- 20.1 Subject to the remainder of this clause 20, each Party shall keep the other Party's Confidential Information obtained under or in connection with this Agreement, confidential and shall not use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement, nor shall it disclose (directly or indirectly) the same to any third party except as expressly permitted by this clause 20.
- 20.2 The provisions of clause 20.1 shall not apply to:
- 20.2.1 information already in the public domain (otherwise than by any disclosure prohibited by this Agreement, and through no default of the Provider);
 - 20.2.2 information which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - 20.2.3 any information which a Party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, (including the FOIA or the EIR), provided always that the Provider shall notify the Council in writing prior to making any such disclosure and shall provide such information relating to its circumstances as the Council shall reasonably require and shall take such steps as the Council may reasonably require);
 - 20.2.4 information which the Party can demonstrate was already lawfully in its possession prior to receipt from the other Party (as evidenced by its or its professional advisers' written records) and which was not acquired directly or indirectly from the other Party to whom it relates;
 - 20.2.5 information which is disclosed by the Council on a confidential basis to any central government or regulatory body; or
 - 20.2.6 information which the other Party confirms in writing is not required to be treated as Confidential Information.

- 20.3 A Party may disclose the other Party's Confidential information to those of its employees, officers, representatives and advisors (and in the case of the Council, including any third parties providing services to or acting on behalf of the Council in relation to the Services or this Agreement) (**Representatives**) who need to know such Confidential Information for the purposes of performing or advising on the Party's obligations under this Agreement, provided that:
- 20.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure;
 - 20.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause 20 as if they were a party to this Agreement; and
 - 20.3.3 at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 20.
- 20.4 To the extent that the Confidential Information consists of Personal Data, this clause 20 shall be subject to the provisions of clause 22.
- 20.5 Any breach of this clause 20 by the Provider shall be deemed to be a material breach for the purposes of clause 12.1.1.
- 20.6 The provisions of this clause 20 shall continue in perpetuity.

21. PUBLICITY AND STATEMENTS

- 21.1 The Provider will not use any corporate logos of the Council or its partners, nor refer to the Council or this Agreement or the Services, directly or indirectly, in connection with any product, promotion or publication, without the prior written consent of the Council. For the avoidance of doubt, the restriction contained in this clause shall apply equally to any references to the Council or its partners in any form or medium.
- 21.2 The Provider shall not at any time, whether during the Term or thereafter, make any public statement in relation to the Council or its partners, businesses, affairs, customers or Persons, members, officers, suppliers or clients unless authorised by the Council and shall not, after this Agreement has been terminated or expired, wrongfully represent themselves as being engaged by or connected to the Council.

22. DATA PROTECTION

- 22.1 The Parties acknowledge that for the purposes of the data protection legislation, the Council is the controller and the Provider is the processor. The only processing of personal data that the Provider is authorised to do in connection with the performance of this Agreement is listed in the Personal Data Instructions and may not be determined by the Provider.
- 22.2 The Provider shall notify the Council immediately if it considers that any of the Council's instructions infringe the data protection legislation.
- 22.3 The Provider shall provide all reasonable assistance to the Council in the preparation of any data protection impact assessment that arises in connection with this Agreement. Such assistance may, at the discretion of the Council, include:
- 22.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

- 22.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 22.3.3 an assessment of the risks to the rights and freedoms of data subjects (including the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed); and
 - 22.3.4 the measures (including Protective Measures) envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 22.4 The Provider shall, in relation to any Personal Data:
- 22.4.1 process that Personal Data only in accordance with the Personal Data Instructions and other reasonable written instructions notified to it in advance by the Council, unless the Provider is required to do otherwise by Law. If it is so required the Provider shall promptly notify the Council before processing the Personal Data unless prohibited from doing so by Law;
 - 22.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Council may reasonably reject (but failure to reject shall not amount to approval by the Council of the adequacy of the Protective Measures) having taken account of the:
 - 22.4.2.1 nature of the data to be protected;
 - 22.4.2.2 harm that might result from a Data Loss Event;
 - 22.4.2.3 state of technological development; and
 - 22.4.2.4 cost of implementing any measures,
 PROVIDED that the Provider shall at all times notify the Council of any/all updates and changes to such Protective Measures;
 - 22.4.3 ensure that:
 - 22.4.3.1 the Employees do not process Personal Data except in accordance with this Agreement (and in particular the Personal Data Instructions) and are limited to such persons only as are required to access the Personal Data for the purposes of its processing in accordance with this Agreement;
 - 22.4.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Employees who have access to the Personal Data and ensure that they:
 - a) are aware of and comply with the Provider's duties under this clause 22;
 - b) are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;
 - c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council or as otherwise permitted hereunder; and
 - d) have undergone adequate training in the use, care, protection and handling of Personal Data;

- 22.4.4 not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Council has been obtained and the following conditions have been fulfilled:
 - 22.4.4.1 either the proposed transfer is based on adequacy regulations or the Provider has provided appropriate safeguards in relation to the transfer (in accordance with the data protection legislation, including in particular the UK GDPR Articles 44 - 47 and sections 17A to 17C of the 2018 Act, or in relation to law enforcement, sections 73, 74A, 74B and 75 of the 2018 Act), or one of the derogations in Article 49 of the UK GDPR applies, as determined by the Council;
 - 22.4.4.2 the Provider complies with its obligations under the data protection legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and
 - 22.4.4.3 the Provider complies with any reasonable instructions notified to it in advance by the Council with respect to any such proposed transfer of the Personal Data; and
- 22.4.5 return all Personal Data to the Council, and securely destroy or wipe all copies of it held by the Provider, within two (2) months of the expiry/termination of this Agreement, or earlier if requested to do so in writing by the Council, unless the Provider is required by Law to retain the Personal Data. The Provider shall send a written notice to the Council (marked for the attention of the data protection officer, with a copy marked for the attention of the Director of Law and Governance), confirming that the Personal Data has been returned (with all copies securely destroyed or wiped) within such two (2) month period or earlier return period as the Council may have required under this clause 22.4.5, or that the Provider is required by Law to retain the Personal Data, in which case the Provider shall provide exact details of the Personal Data which the Provider is required to retain by law and the legal basis (i.e. statute, regulation or other law) for such retention.
- 22.5 Subject to clause 22.6, the Provider shall notify the Council immediately if it:
 - 22.5.1 receives a Data Subject Request (or purported Data Subject Request) in relation to the Personal Data;
 - 22.5.2 receives a FOI Request in relation to either Party's obligations hereunder and/or under the data protection legislation;
 - 22.5.3 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 22.5.4 receives a request from any third party for disclosure of Personal Data; or
 - 22.5.5 becomes aware of a Data Loss Event.
- 22.6 The Provider's obligation to notify under clause 22.5 shall include the provision of further information to the Council in phases, as soon as details become available.
- 22.7 Taking into account the nature of the processing, the Provider shall provide the Council with prompt and full assistance in relation to either Party's obligations under data protection legislation and the matters referred to under clause 22.5 including any complaint, communication or request or Data Loss Event (and insofar as

possible within the timescales reasonably required by the Council) including by promptly providing:

- 22.7.1 the Council with full details and copies of the complaint, communication or request;
 - 22.7.2 such assistance as is reasonably requested by the Council (including in relation to appropriate technical and organizational measures) to enable the Council to comply with a Data Subject Request, within the relevant timescales set out in the data protection legislation;
 - 22.7.3 the Council, at its request, with any Personal Data it holds in relation to a data subject;
 - 22.7.4 assistance as requested by the Council following any Data Loss Event;
 - 22.7.5 assistance as requested by the Council with respect to any request from the ICO or a foreign designated authority, or any consultation by the Council with the ICO or a foreign designated authority.
- 22.8 The Provider shall maintain complete and accurate written or electronic records and information in relation to all the processing it carries out hereunder in accordance with the data protection legislation and to demonstrate its compliance with the provisions of this clause 22 and shall immediately make the same available for inspection upon request by the Council or the Information Commissioner in relation to any of the matters referred to in clause 22.5 hereof, and in all other cases, no later than 10 (ten) Business Days after being requested by the Council to do so. This requirement (to maintain accurate written or electronic records) does not apply where the Provider employs fewer than 250 staff, unless:
- 22.8.1 the processing of the Personal Data it carries out is likely to result in a risk to the rights and freedoms of data subjects;
 - 22.8.2 the processing is not occasional; or
 - 22.8.3 the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR.
- 22.9 The Provider shall allow for audits of its processing activities by the Council or the Council's designated auditor upon reasonable notice by the Council and (without prejudice to the provisions for earlier access referred to in clause 22.8 hereof) in any event no later than 10 (ten) Business Days after being requested by the Council to do so.
- 22.10 The Provider shall designate a data protection officer if required by the data protection legislation. If no data protection officer is required by the data protection legislation, the Provider shall, upon signature hereof by the Parties, provide the name, office, contact address, email address and telephone number of a duly authorized officer, who shall act as the Provider's representative and contact in relation to all data protection legislation matters arising in relation to this Agreement.
- 22.11 The Provider shall not engage a Sub-processor to process any Personal Data, without first obtaining the prior written authorisation of the Council. If the Provider wishes to engage such Sub-processor it must first:
- 22.11.1 notify the Council in writing of the intended Sub-processor and processing;
 - 22.11.2 provide the Council with such information regarding the Sub-processor as the Council may reasonably require;
 - 22.11.3 obtain the prior written consent of the Council; and

- 22.11.4 in the event that such Sub-processor intends to process any Personal Data in the European Union, entering into a binding written agreement with such Sub-processor (to be pre-approved by the Council) in which the Sub-processor agrees to adopt the Standard Contractual Clauses (using the applicable Module) in the event that the European Union Commission revokes its adequacy decisions of the 28th June 2021 for transfers of personal data to the United Kingdom, under the General Data Protection Regulation (GDPR) and the Law Enforcement Directive (LED) respectively in order to ensure the continued access by the Council and the Contractor to the Personal Data in accordance with the data protection legislation.

If, and subject to, the Council giving it's prior written authorisation to the appointment of such Sub-processor, the Provider shall enter into a binding written agreement with the Sub-processor which gives effect to the terms set out in this clause 22 (and the related definitions as they are set out in this Agreement) and the Personal Data Instructions such that they apply to the Sub-processor (as a processor) and will not allow the Sub-processor to process any Personal Data before it has done so.

- 22.12 The Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 22.13 The Council may elect, at any time (on not less than 30 (thirty) Business Days' notice), to revise the provisions of this clause 22 (and relevant related Definitions) by replacing it with any applicable controller to processor standard clauses adopted by the Information Commissioner under Article 28 of the UK GDPR or similar terms forming part of an applicable certification scheme, referred to in the data protection legislation and upon receiving any such notice, the Provider agrees that it shall accept and be bound by the same.
- 22.14 The Parties agree to take account of any guidance issued by the ICO. The Council may on not less than 30 (thirty) Business Days' notice to the Provider amend this Agreement to ensure that it complies with any guidance issued by the ICO.
- 22.15 The provisions of this clause 22 shall apply notwithstanding any other term of this Agreement in relation to the processing of Personal Data and in the event of any conflict between the terms of this clause 22 and the remaining terms of this Agreement in relation to the processing of Personal Data, the terms of this clause 22 shall prevail.
- 22.16 A breach of clause 22 by the Provider shall be deemed to be a material breach for the purposes of clause 12.1.1.

23. FREEDOM OF INFORMATION

- 23.1 Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Agreement, the Provider acknowledges that the Council is subject to the requirements of the FOIA, Transparency Requirements and the EIR and that:

23.1.1 the Council shall be entitled to publish and/or release any and all terms or conditions of this Agreement, the contents of any documents and/or information relating to the formation of this Agreement or any other documentation and/or information, under the provisions of the FOIA, Transparency Requirements or the EIR as it sees fit; and

23.1.2 nothing contained in this Agreement shall prevent the Council from disclosing and/or publishing under the FOIA, Transparency

Requirements or the EIR any term or condition or information contained in or relating to the formation of this Agreement.

- 23.2 The Provider shall assist and co-operate with the Council to enable the Council to comply with its information disclosure requirements and shall:
- 23.2.1 transfer any request for information it receives to the Council as soon as practicable after receipt, and in any event within 2 Business Days of receiving it;
 - 23.2.2 provide the Council with a copy of all information, documentation and data in its possession or power in the form that the Council requires within 5 Business Days (or such other period as the Council may specify) of the Council's request; and
 - 23.2.3 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 the FOIA, Transparency Requirements and EIR.
- 23.3 The Council shall be responsible for determining at its absolute discretion whether any information is commercially sensitive and/or any whether it is exempt from disclosure in accordance with the FOIA, Transparency Requirements or EIR or whether it is to be disclosed.
- 23.4 In no event shall the Provider respond directly to a request for information unless expressly authorised to do so by the Council.
- 23.5 The Provider acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) (the "Code"), be obliged under the FOIA, Transparency Requirements or the EIR to disclose Information:
- 23.5.1 without consulting the Provider; or
 - 23.5.2 following consultation with the Provider and having taken its views into account,
- provided always that where the Code applies, the Council shall take reasonable steps, where appropriate, to give the Provider advance notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure, in accordance with any recommendations of the Code.
- 23.6 Without prejudice to the generality of the above provisions, the Provider in particular acknowledges that the Council is required under the Transparency Requirements to publish details of this Agreement (and its award).
- 23.7 The Provider shall ensure that all information produced in the course of or relating to this Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

24. RECORD KEEPING AND MONITORING

- 24.1 In order to assist the Council in its record keeping and monitoring requirements including auditing and National Audit Office requirements, the Provider shall keep and maintain for six years (or such longer time period required in accordance with any specific legislation) after the end of the Term, full and accurate records of this Agreement including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Provider shall, upon request, allow the Council or the Council's representatives such access to (and copies of) those records as may be required by the Council in connection with this Agreement.
- 24.2 The Provider will provide any information that may be required by the Council to comply with the Council's procedures or requirements for monitoring of this Agreement or the Services and shall comply with contract monitoring, management information reporting and reporting arrangements and obligations detailed within the Specification or as otherwise requested by the Council from time to time (which may include attending meetings with the Council).
- 24.3 The Provider shall provide the Services in such a manner to ensure that any minimum levels of service set out within the Specification in respect of KPIs are achieved.
- 24.4 Without prejudice to clause 12 (or any other rights or remedies the Council may have), in the event that the Provider fails, at any time, to achieve any of the acceptable minimum levels of service in respect of any KPIs, the Council shall invoke the provisions of clause 24A (Improvement Action Procedure). The Provider shall comply with all reasonable requests of the Council in respect of actions required to remedy the failures.

Open Book Accounting

- 24.5 The Parties shall work together using Open Book Accounting, and the Provider shall:
- 24.5.1 keep books and records for the provision of the Services in accordance with sound and prudent financial and performance management and the principles of Open Book Accounting (including making available to the Council all invoices received from any sub-contractor(s) engaged in the provision of the Services);
 - 24.5.2 maintain a full record of particulars of the costs of performing the Services including those relating to operation and maintenance; and
 - 24.5.3 when requested by the Council, provide within 15 (fifteen) Business Days a summary of any such costs and detail as the Council may reasonably require to enable the Council to monitor the performance by the Provider of its obligations under this Agreement.
- 24.6 Compliance with Clause 24.5 shall require the Provider to keep (and where appropriate shall procure that any sub-contractors shall keep) books of account in accordance with good accountancy practice with respect to this Agreement showing in detail:
- 24.6.1 administrative overheads;
 - 24.6.2 capital and revenue expenditure;
 - 24.6.3 any balances in any account or fund held for the purpose of servicing any debts relating to this Agreement or the Services;

24.6.4 such other items as the Council may reasonable require to conduct internal or external audits for verification of cost expenditure or estimated expenditure under this Agreement,

and the Provider shall have the books of account evidencing such items available for inspection by the Council (and any representative or auditor of the Council) upon reasonable notice.

24.7 A breach of clause 24.5 by the Provider shall be deemed to be a material breach for the purposes of clause 12.1.1.

Benchmarking

24.8 The parties will have the rights and obligations in relation to benchmarking as set out in Schedule 3 (Benchmarking).

24A. IMPROVEMENT ACTION PROCEDURE

24A.1 If the Authorised Officer reasonably believes that the Provider's performance falls below an acceptable minimum level of service in respect of any KPIs (as determined under the Specification) and requires remedial action and such performance is not contributed to by the Council (a "**Failure**"), the Council may following compliance with Clause 24A.2 below, invoke the provisions of this Clause 24A (Improvement Action Procedure).

24A.2 The Council shall discuss the Failure with the Provider without undue delay to ascertain the steps to be taken by the Provider to remedy the Failure. If the Provider has not remedied the Failure within such period as is agreed between the parties in accordance with Clause 24A.3, the provisions of Clauses 24A.5 to 24A.7 shall apply.

24A.3 If the Council reasonably considers that the Failure shall be remedied within a reasonable period not exceeding 20 Business Days, (unless in exceptional circumstances the Council considers a longer period than 20 Business Days to be reasonable), it shall notify the Provider accordingly and the Provider shall within a reasonable period not exceeding 5 Business Days from the notification or determination of the Failure prepare a report setting out a detailed explanation of the reasons for the Failure and the steps to be taken by the Provider to remedy the Failure in order to achieve the minimum levels of service in respect of the KPIs in the future;

24A.4 If the parties are unable to reach agreement as to whether there has been a Failure on the part of the Provider, the matter shall be referred to Dispute Resolution under Clause 14 (Dispute Resolution Procedure) and the rights of the Council to proceed further with the Improvement Action Procedure shall be suspended pending resolution of the dispute.

24A.5 If in the Council's opinion, the Failure is capable of remedy and/or steps may be taken by the Provider to prevent similar Failures in the future, the Council may following the Provider's submission of a report in the form described in Clause 24A.3 serve a Formal Notice on the Provider (an "**Improvement Action Notice**"). The Improvement Action Notice shall provide all information relevant to the Failure reasonably available to the Council.

24A.6 The Improvement Action Notice will record the reasonable actions that the Provider must complete (at its own cost and expense) within a reasonable period specified in such Improvement Action Notice (the "**Remedial Period**") to remedy the Failure. If the

Provider reasonably considers that the Remedial Period is not sufficient, it shall have the opportunity to make representations as to the length of the period specified in the Improvement Action Notice and the Council shall consider such representations and save where there are reasonable reasons to the contrary, the Council shall where it considers it appropriate alter the Remedial Period to reflect the Provider's proposal to the extent it considers reasonable to do so. The Improvement Action Notice may also record the remedial action necessary to prevent similar Failures in the future. The Provider shall remedy the Failure within the Remedial Period and take all appropriate action to prevent such Failure re-occurring. Following receipt of the Improvement Action Notice, the Provider shall give written notification to the Council of the steps to be taken to comply with the Improvement Action Notice.

- 24A.7 If the Provider repeats the Failure which gave rise to the Council serving an Improvement Action Notice within 20 Business Days of the date of the expiry of the Remedial Period or fails to remedy the Failure in accordance with Clause 24A.6, the Council may give written Formal Notice (a **"Warning Notice"**) to the Provider recording all relevant details and circumstances giving rise to and relating to the Failure referred to in such Warning Notice. Within 5 Business Days of receiving a Warning Notice, the Provider must propose to the Council in writing and in detail all of the steps that, at its own cost and expense, the Provider will take to ensure that the Failure recorded in the Warning Notice will not be repeated and (in the case of a failure to remedy the Failure) the steps to be taken. The Provider must specify the latest date by which the Provider will have completed such steps, time being of the essence (the **"Warning Notice Period"**). If the Provider repeats the Failure giving rise to a Warning Notice (to any extent) or the Provider fails to implement in full the steps it proposed to take within the Warning Notice Period, then the Council may terminate the Agreement or the part of the Service to which the Failure relates by issuing Formal Notice to the Provider.

25. HEALTH AND SAFETY

- 25.1 The Provider shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
- 25.1.1 all applicable Laws regarding health and safety; and
- 25.1.2 all health and safety policies of the Council, the safe systems of work, risk assessments in place, and the lawful requirements of the Council's health and safety adviser, whilst at premises owned or occupied by or on behalf of the Council (or any location where Services are to be provided).
- 25.2 The Provider shall notify the Council as soon as practicable of any health and safety incidents or material health and safety hazards at any premises owned or occupied by or on behalf of the Council of which it becomes aware and which relate to or arise in connection with the performance of this Agreement or the Services. The Provider shall instruct the Employees to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 25.3 The Provider shall:
- 25.3.1 in the performance of the Services adopt safe systems of work to protect the health, safety and welfare of those affected by their work activities (which shall be no less effective than any relevant safe systems of the Council's from time to time);

- 25.3.2 appoint a person to be responsible for health and safety matters in relation to this Agreement and notify the Council of that person's name and contact details in writing;
- 25.3.3 provide the Council the following information upon request:
- (a) in relation to the Services, written safe systems of work for activities involving a significant risk, and/or for activities identified by the Authorised Officer as requiring a safe system of work;
 - (b) any risk assessments required in relation to the Services, in accordance with the Law;
 - (c) details of the systems the Provider has in place for ensuring that any Sub-contractors are competent and that they will make adequate arrangements for safety, health and welfare in relation to the Services;
- 25.3.4 review their safe systems of work and risk assessments in relation to the Services, as often as may be necessary and in the light of changing Laws, changing working practices, the introduction of new plant and technology etc. (and shall notify the Council in writing of all such revisions to his health and safety documentation upon request);
- 25.3.5 keep all areas where Employees are carrying out Services in a safe condition, so far as the matters are under their control;
- 25.3.6 comply with the requirements of the Authorised Officer, the Council's Health and Safety Adviser and any other competent statutory authority with respect to securing and maintaining the health, safety and convenience of the public or other persons, in relation to the Services;
- 25.3.7 record all accidents, which arise out of this Agreement or the Services in areas under the Provider's control keep such records for the minimum statutory time period (and shall provide copies of the same upon request);
- 25.3.8 notify the relevant health and safety enforcing authority within the statutory time periods of any injury, dangerous occurrence or disease which is reportable under the Law arising from activities under the Provider's control in relation to the Services or this Agreement (and provide copies of any such reports immediately to the Authorised Officer);
- 25.3.9 provide to the Authorised Officer, within 2 Business Days of receipt, copies of any communication concerning the health, safety or welfare standards of the Provider, which he receives from any statutory health and safety enforcing authority.
- 25.4 The Council may suspend the provision of the Services or part thereof (without payment during such suspension), by written notice with immediate effect, in the event of non-compliance by the Provider with the provisions of this clause 25 or with their duties under the Law for health, safety and welfare matters. In the event of such suspension, provision of the Services by the Provider (and payment of the Price) shall

not resume until the Council is satisfied that the non-compliance has been rectified (which the Council will notify the Provider of in writing). The Provider shall bear all costs and Liabilities associated with any suspension and resumption of the Services and shall indemnify the Council in respect of the same (including the costs incurred by the Council in organising replacement Services during such suspension).

26. CORPORATE REQUIREMENTS

26.1 In the performance of this Agreement and the Services, the Provider shall comply with all terms of the HRA as if it were a public body and 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 HRA.

26.2 In performing its obligations under this Agreement, the Provider shall:

26.2.1 comply with all applicable anti-slavery and human trafficking Laws, including the Modern Slavery Act 2015;

26.2.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

26.2.3 ensure that all Sub-contracts include anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 26.2 and ensure that all Sub-contractors and suppliers shall comply with all applicable anti-slavery and human trafficking Laws, including the Modern Slavery Act 2015; and

26.2.4 implement due diligence procedures for Sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

26.3 In providing the Services and performing its obligations under this Agreement the Provider shall comply with all Council policies and rules, including:

26.3.1 equality and diversity policies;

26.3.2 sustainability, environmental and climate change policies;

26.3.3 Data protection and information security rules;

26.3.4 anti-slavery policies;

26.3.5 Prevent strategy and counter-terrorism policies;

26.3.6 whistleblowing and/or confidential reporting policies; and

26.3.7 all site rules relevant to the fulfilment of the Provider's obligations in the performance of the Services,

copies of which can be provided to the Provider upon request.

26.4 In providing the Services and performing its obligations under this Agreement, the Provider shall at all times comply with the Equality Act 2010 and shall not unlawfully discriminate within the meaning and scope of any Law relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise), and shall cooperate with the Council (as the Council may reasonably request) so as to enable the Council to comply with its obligations under the Equality Act 2010 and to seek to eliminate unlawful discrimination and promote equality of opportunity.

26.5 The Provider shall comply with all applicable Laws relating to the Employees, however employed, including:

- 26.5.1 the compliance in Law of the ability of the Employees to work in the United Kingdom; and
- 26.5.2 ensuring that all staff employed or workers contracted in relation to the performance of and/or delivery of the Services or Agreement, who are based in or posted to the United Kingdom, are paid at rates no less favourable than those laid down by the National Minimum Wage Act 1998 and the National Minimum Wage Regulations 2015.
- 26.6 If the Provider has a finding against it, is subject to any investigation or has any proceedings brought against it, relating to its obligations under clause 26.2, 26.4 or 26.5 in connection with this Agreement, it shall:
- 26.6.1 provide any information requested by the investigating body, court or tribunal in the timescale allotted;
- 26.6.2 attend (and shall permit a representative from the Council to attend) any associated meetings;
- 26.6.3 promptly allow access to any relevant documents and information; and
- 26.6.4 co-operate fully and promptly with the investigatory body, court or tribunal.
- 26.7 In providing the Services and performing its obligations under this Agreement, the Provider shall at all times during the Term:
- 26.7.1 continuously improve the environmental efficiency of the Services and their impact on the environment and climate change (including delivery, transport, packaging, disposal of products, waste minimisation, energy and water management, resource efficiency, embodied carbon);
- 26.7.2 if requested by the Council, provide reports (but no more frequently than quarterly) setting out such information as the Council may require in relation to the environmental efficiency and impact on climate change of the Services, and ways in which the Provider proposes to improve the same pursuant to 26.7.1 above;
- 26.7.3 comply with all environmental Laws (including the Climate Change Act 2008 and the Companies Act 2006 (Strategic Report and Directors' Report) Regulations 2013); and
- 26.7.4 if requested by the Council, provide such evidence as the Council requires to demonstrate that it has complied with the obligations in this clause 26.7.
- 26.8 In providing the Services and performing its obligations under this Agreement, the Provider shall at all times:
- 26.8.1 assist the Council in complying with any obligations the Council may have under the Counter-Terrorism and Security Act 2015 (CTSA) so far as they relate to this Agreement or the Services;

26.8.2 have regard to any statutory guidance issued under section 29 of CTSA and make appropriate referrals (to appropriate agencies) if the Provider identifies or suspects that someone may be engaged in terrorist related activity; and

26.8.4 ensure that the Employees:

- (a) understand what radicalisation means and why people may be vulnerable to being drawn into terrorism;
- (b) are aware of extremism and the relationship between extremism and terrorism;
- (c) know what measures are available to prevent people from becoming drawn into terrorism and how to challenge the extreme ideology that can be associated with it; and
- (d) obtain support for people who may be exploited by radicalising influences.

26.9 The Provider shall ensure that it has a complaints procedure which shall be approved by the Council from time to time and notified to Persons. The Provider shall ensure that any reasonable amendments requested by the Council are incorporated into its complaints procedure within 21 Business Days of request by the Council.

26.10 The Provider shall ensure that it has a whistleblowing procedure which shall be approved by the Council from time to time and notified to Persons. The Provider shall ensure that any reasonable amendments requested by the Council are incorporated into its whistleblowing procedure within 21 Business Days of request by the Council.

26.11 The Provider shall not offer or give, or agree to give, to the Council or any other public body or any person employed by or on behalf of the Council or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with the Council or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract

26.12 The Provider shall ensure that any Sub-contract contains provisions which place obligations on the Sub-contractor matching those set out in this clause 26.

27. LAW AND CHANGE IN LAW

27.1 The Provider shall comply at all times with the Law in its performance of this Agreement.

27.2 On the occurrence of a Change in Law which has a direct effect upon this Agreement, the Parties shall meet within 10 Business Days of one Party notifying the other of the Change in Law, to consult and seek to agree the effect of the Change in Law and any change to this Agreement requested by either Party as a result (following the principle that this clause is not intended to create an artificial cushion from market forces for the Provider).

27.3 Any agreed change to this Agreement as a result of a request under clause 27.2 shall be confirmed in writing and signed by both Parties in compliance with clause 28.

For the avoidance of doubt nothing in this Agreement is intended to allow the Provider double recovery of any increase in costs.

28. CONTRACT VARIATION

- 28.1 No variation or modification to this Agreement is valid unless it is in writing and signed by the Council and the Provider.

29. THIRD PARTY RIGHTS

- 29.1 Except any Replacement Provider and Former Provider in accordance with clause 35.19, a person who is not a party to this Agreement shall not have any right to enforce any term of this Agreement, which expressly or by implication, confers a benefit on him, without the prior consent in writing of both Parties and (except under clause 35.19) nothing in this Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation or supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such variation or agreement. This clause 29.1 does not affect any right or remedy of a third party which exists or is available otherwise than from the Contracts (Rights of Third Parties) Act 1999.
- 29.2 The rights of the Parties to terminate, rescind, waiver, vary or enter into a settlement under this Agreement (or take any other action under this Agreement) are not, by virtue of clause 29.1 or otherwise, subject to the consent of any other person.

30. NO WAIVER

- 30.1 Failure by either Party at any time to enforce any one or more of the provisions of this Agreement or to require performance by the other Party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Agreement nor affect the validity of this Agreement or any part of it or the right of the Parties to enforce any provision in accordance with its terms.
- 30.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause 3 (Notices).

31. SEVERANCE

- 31.1 If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

32. ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY

- 32.1 The Provider shall not assign, sub-contract (including changing sub-contractor) or otherwise deal with, this Agreement or any part thereof without the prior written consent of the Council. Sub-contracting any part of this Agreement shall not relieve the Provider of any obligation or duty attributable to the Provider under this Agreement.

- 32.2 The Provider shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, Sub-contractors, servants, agents and Employees as though they were its own.
- 32.3 Without prejudice to clause 32.1, the Provider shall ensure that any Sub-contracts contain provisions that invoices raised by the Sub-contractor under such Sub-contract are to be considered and verified by the counter-party of that Sub-contracts in a timely manner and paid by the counter-party of that Sub-contract no later than 30 calendar days from the date on which that the invoice is determined valid and undisputed.
- 32.4 In the event that the Council novates, assigns, transfers, charges, mortgages, sub-contracts, delegates or deals in any other manner with all or any of its rights under this Agreement the Provider shall continue to provide the Services as agreed under this Agreement, at no additional cost in so far as no additional obligations are placed upon the Provider in performing the Services.

33. FORCE MAJEURE

- 33.1 Neither party shall be in breach of this Agreement or otherwise liable for failure or delay to perform its obligations under this Agreement, to the extent such failure or delay results from Force Majeure (subject to, and provided the affected Party has complied with, the provisions of this clause 33). Notwithstanding the foregoing, in the event of Force Majeure, the affected Party shall use all reasonable endeavours to continue to perform its obligations under this Agreement and to mitigate the effect of the Force Majeure event on the performance of its obligations.
- 33.2 If the Provider fails or delays in performing its obligations under this Agreement as a result of Force Majeure, the corresponding obligations (including payment of the Price) of the Council will be suspended, and it's time for performance of such obligations extended, to the same extent as the Provider.
- 33.3 Industrial action by, or illness or shortage of the Employees, failure or delay by any of the Provider's suppliers to supply goods, components, services or materials and breach of the Provider's warranties under this Agreement shall not be regarded as an event of Force Majeure.
- 33.4 If the Council or the delivery location is affected by circumstance of Force Majeure, the Council shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Provider against the Council nor entitle the Provider to terminate this Agreement.
- 33.5 If either Party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall notify the other Party in writing as soon as reasonably possible (and in any event within 3 Business Days of the commencement of the Force Majeure event) and shall estimate the period such failure or delay shall continue.
- 33.6 If the event of Force Majeure prevents the Council and/or the Provider from performing its obligations under this Agreement for more than 2 consecutive calendar months either Party may give written notice to the other to terminate this Agreement immediately or on a set termination date.
- 33.7 As soon as is reasonably practicable (and in any event within 5 Business Days) after the cessation of the Force Majeure event, the affected Party shall notify the other

Party in writing of the cessation of the Force Majeure event and shall resume performance of the effected obligations under this Agreement.

- 33.8 If this Agreement is terminated in accordance with clause 33.6 neither Party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

33A. BREXIT AND CORONAVIRUS

- 33A.1 The Provider acknowledges and agrees that:

33A.1.1 the occurrence of Brexit shall not be deemed to be a Force Majeure event for the purposes of this Agreement and shall not be subject to the provisions of clause 33; and

33A.1.2 Coronavirus is in existence on the date of this Agreement and/or the Commencement Date, that it has satisfied itself that it can provide the Services and comply with its obligations under this Agreement notwithstanding Coronavirus, and that the occurrence or continuation of Coronavirus shall not be deemed to be a Force Majeure event for the purposes of this Agreement and shall not be subject to the provisions of clause 33.

- 33A.2 If a Change in Law occurs as a result of or in connection with Brexit or Coronavirus, then the provisions of clause 27 shall apply.

- 33A.3 Without prejudice to clause 33A.4, the Provider must notify the Council in writing immediately in the event that it becomes aware that Brexit and/or Coronavirus may prevent or hinder the Provider from complying with its obligations under this Agreement or may affect the performance of the Services.

- 33A.4 The occurrence (or continuation) of Brexit or Coronavirus shall not terminate or alter (or give any Party a right to terminate or alter) this Agreement, or invalidate any of its terms or discharge or excuse performance under it, or give rise to a change in Price, or relief from the Provider's obligations, and any change to this Agreement shall only be implemented and binding upon the Parties if agreed and documented in accordance with clause 28 (and, until such change has been documented in accordance with clause 28, the existing provisions of this Agreement shall continue to apply).

- 33A.5 If there is an inconsistency between the provisions of this clause 33A and any other provision of this Agreement, the provisions of this clause 33A shall prevail.

34. PREVENTION OF BRIBERY

- 34.1 The Provider:

34.1.1 shall not, and shall procure that any Employees shall not, in connection with this Agreement, commit a Prohibited Act; and

34.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

- 34.2 The Provider shall, if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010 in relation to this Agreement or the Services.
- 34.3 The Provider shall have an anti-bribery policy (which shall be disclosed to the Council) to prevent any Employees from committing a Prohibited Act and shall enforce it where appropriate.
- 34.4 If any breach of this clause 34 is suspected or known, the Provider must notify the Council immediately. If the Provider notifies the Council that it suspects or knows that there may be a breach of clause 34, the Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation.
- 34.5 The Council may terminate this Agreement in accordance with clause 12.1.5 if the Provider or any Employees (in all cases whether or not acting with the Provider's knowledge) commit a Prohibited Act or breach any obligations contained in this clause 34.
- 34.6 Despite clause 14 (Dispute Resolution), any dispute relating to:
- 34.6.1 the interpretation of this clause 34; or
- 34.6.2 the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 34.7 Any termination under clause 34.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

35. TUPE

- 35.1 The Council makes no assurances or representations as to the effect of TUPE in relation to this Agreement or any subsequent transfer of the provision of the Services (or any part of them) from the Provider to a Replacement Provider or to the Council.
- 35.2 The Provider acknowledges that it has formed its own view as to whether TUPE applies in respect of the commencement of the Services and this Agreement, and shall form its own view as to whether TUPE applies in respect of any future transfer of the provision of the Services (or any part of them).
- 35.3 It is agreed between the Council and the Provider that the Pricing Schedule and/or Price will not be varied on the grounds that TUPE does or does not apply, irrespective of the belief of either Party prior to the Commencement Date.
- 35.4 On the occasion of any relevant transfer under TUPE, the Provider shall comply (and shall procure that any Sub-contractors comply) with its/their obligations under TUPE.
- 35.5 The Provider acknowledges that no assurances, representations or warranties are given by the Council in respect of the following:-
- 35.5.1 the adequacy of the skills, experience or training of any Transferring Former Provider Employees;

- 35.5.2 the sufficiency of the number of Transferring Former Provider Employees to enable the Provider to carry out the Services or its obligations under this Agreement, without reliance on other employee resources;
 - 35.5.3 the willingness or cooperation of any Transferring Former Provider Employees to transfer to the Provider under TUPE; or
 - 35.5.4 the completeness or accuracy of the information provided in respect of Transferring Former Provider Employees or prospective Transferring Former Provider Employees.
- 35.6 The Provider shall:
- 35.6.1 be responsible for all emoluments and outgoings in respect of all Transferring Former Provider Employees (including without limitation, all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions, provision of benefits and deductions and otherwise) from and including the Transfer Date;
 - 35.6.2 ensure that all appropriate pensions provisions are in place in respect of the Transferring Former Provider Employees (to the reasonable satisfaction of the Council), from and including the Transfer Date;
 - 35.6.3 not, for the duration of the Agreement, adversely change or amend the terms and conditions of employment (including any applicable collective or individual agreements) of the Transferring Former Provider Employees; and
 - 35.6.4 immediately on request by the Council provide details of any measures which the Provider envisages it will take in relation to any Transferring Former Provider Employees (including any proposed changes to terms and conditions of employment) and if there are no measures, the Provider will give confirmation of that fact.
- 35.7 The Provider shall be liable for and shall indemnify and keep indemnified the Council and each Former Provider from and against all Liabilities in connection with (or as a result of) any claim or demand by any Transferring Former Provider Employee (or person claiming to be a Transferring Former Provider Employee) arising out of the employment or termination of employment of such employee, on or after the Transfer Date (and before Transfer Date if and to the extent that the claim or demand arises out of the acts, faults or omissions of the Provider or any Sub-contractor).
- 35.8 The Provider shall be liable for and shall indemnify and keep indemnified the Council and each Former Provider from and against all Liabilities in connection with (or as a result of):
- 35.8.1 any proposed measures (including changes to terms and conditions of employment) the Provider (or any Sub-contractor) seeks to make on or after the Transfer Date;
 - 35.8.2 any of the Transferring Former Provider Employees objecting to being employed by the Provider (or any Sub-contractor); and
 - 35.8.3 any change in identity of the Transferring Former Provider Employees' employer as a result of the operation of TUPE or as a result of any proposed measures the Provider (or any Sub-contractor) may consider taking on or after Transfer Date.

- 35.9 The Provider shall indemnify and keep indemnified each Former Provider, the Council and each Replacement Provider from and against all Liabilities in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider) in respect of all or any of the Transferring Former Provider Employees or any Employees eligible to TUPE transfer from the Provider (or any Sub-contractor) to the Council or a Replacement Provider, arising from or connected with any failure by the Provider (or any Sub-contractor) to comply with any legal obligation to such trade union, staff association or other employee representative under TUPE, whether any such claim arises or has its origin before, on or after any transfer under TUPE.
- 35.10 The Provider shall comply with the requirements of the Pensions Act 2008, sections 257 and 258 of the Pensions Act 2004, and the Transfer of Employment (Pension Protection) Regulations 2005 in respect of the Transferring Former Provider Employees.
- 35.11 In the event of any future transfer to the Council or any Replacement Provider on the expiry or termination of this Agreement or as a consequence of part of the Agreement and/or Services not being provided by the Provider (or at any other time, as the Council requests), the Provider will (and procure that any Sub-contractors will) immediately upon request by the Council (time being of the essence), provide to the Council a list containing details of all Employees eligible to transfer under TUPE and such other appropriate information reasonably required by the Council to enable it to disclose to third parties invited to tender or to submit a quotation for any subsequent contract(s) covering the Services (or any part of them), including the following:-
- nature of job/job description;
 - current salary;
 - length of service;
 - contracted hours and percentage of those contracted hours spent on the Agreement;
 - retirement age;
 - arrangements for overtime and whether this is contractual;
 - any factors that may affect redundancy entitlement;
 - any outstanding industrial injury claims or other claims or actions;
 - whether any probationary period is current;
 - period of notice to terminate employment;
 - current pay agreement and any agreed settlement yet to come into effect;
 - age;
 - gender;
 - annual leave entitlement;
 - sick leave entitlement;
 - maternity and paternity leave arrangements;
 - special leave entitlement;

- other benefits eg. season tickets, loans, car provision;
- whether they are a member of a company pension scheme;
- location and contractual provisions relating to this;
- terms and conditions of employment;
- details of company pension scheme; and
- any other information reasonably requested by the Council.

35.12 The Provider warrants and undertakes that:

- 35.12.1 the information under clause 35.11 or under TUPE, when provided to the Council, will be accurate and complete in all respects;
- 35.12.2 it will immediately inform the Council in writing of any changes to that information between the date provided and the date of any replacement contract;
- 35.12.3 it will promptly discharge all known liabilities relating to the Employees; and
- 35.12.4 in disclosing to the Council (and the Council's partners and all potential bidders of any contract/services to replace this Agreement) the information under clause 35.11 and/or under TUPE, it will perform its obligations under the data protection legislation (including without limitation its obligations to its employees as data subjects under Article 13 of the UK GDPR), and

the Provider shall indemnify the Council and each Replacement Provider against all direct and indirect Liabilities resulting from any failure to comply with clause 35.11 or this clause 35.12.

- 35.13 If the Provider fails to provide the required information under clause 35.11 or does not provide it within the required timescales, accurately and completely, updated as necessary, the Council reserves the right to exclude the Provider from being invited to tender or submit a quotation for any subsequent contract(s) (if the Provider would otherwise have qualified for invitation) or to disqualify the Provider from submitting a bid for any subsequent contract(s) or to reject a bid from the Provider for any subsequent contract(s).
- 35.14 The Provider shall immediately upon request by the Council provide the Council with details of any measures which the Provider (or any Sub-contractor) envisages it or they will take in relation to any Employees who are or will be subject to any TUPE transfer from the Provider (or any Sub-contractor) and shall indemnify the Council and each Replacement Provider against all Liabilities resulting from any failure to comply with this obligation.
- 35.15 The Provider warrants to the Council and each Replacement Provider that it shall take all reasonable steps to ensure that, otherwise than in the bona fide course of business, it (or any Sub-contractors) will not, without the consent of the Council, in any period between the date on which the information is provided under clause 35.11 and any expiry or termination of this Agreement:-
 - 35.15.1 vary or purport to vary the terms and conditions of employment of Employees eligible for TUPE transfer;

- 35.15.2 increase the number of Employees eligible for TUPE transfer; or
 - 35.15.3 assign or redeploy any Employee eligible to TUPE transfer to other duties unconnected to this Agreement to avoid a transfer under TUPE.
- 35.16 The Provider shall use all reasonable endeavours (and likewise procure that all Sub-contractors use all reasonable endeavours) to procure that any Employee eligible for TUPE transfer is not dismissed for a reason connected to the transfer, and shall indemnify and keep indemnified the Council and each Replacement Provider against all direct or indirect Liabilities suffered or incurred by the Council and/or any Replacement Provider:-
- 35.16.1 in relation to the employment or termination of employment of any Employee during the period leading up to a TUPE transfer;
 - 35.16.2 in relation to a breach or non-observance by the Provider (or by any Sub-contractor) of any collective agreement, custom, practice or arrangement (whether legally binding or not) with a trade union or staff association in respect of Employees eligible to TUPE transfer;
 - 35.16.3 in relation to any failure by the Provider (or by any Sub-contractor) to comply with obligations under TUPE in respect of Employees eligible for TUPE transfer; and
 - 35.16.4 in relation to vicarious liability owed to third parties arising or connected with any Employees' contracts of employment, which arises from any act or omission on the part of the Employee transferring under TUPE in the period prior to the TUPE transfer.
- 35.17 In the event of any future transfer under TUPE (or alleged transfer under TUPE) to the Council or any Replacement Provider on the expiry or termination of this Agreement or as a consequence of part of this Agreement and/or Services not being provided by the Provider:
- 35.17.1 the Provider shall indemnify and keep indemnified the Council and each Replacement Provider from and against all Liabilities in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider) in respect of all or any of the Employees eligible to TUPE transfer, arising from or connected with any failure by the Provider (or any Sub-contractor) to comply with any legal obligation to such trade union, staff association or other employee representative under TUPE, whether such claim arises or has its original before, on or after the relevant transfer under TUPE;
 - 35.17.2 the Provider shall be responsible for (and shall pay in the ordinary course prior to the relevant transfer under TUPE), and shall indemnify and keep indemnified the Council and each Replacement Provider from and against, all Liabilities in connection with or as a result of all emoluments and outgoings in respect of all Employees eligible to TUPE transfer (including all wages, remuneration, holiday pay, benefits, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions, provision of benefits and deductions and otherwise), which are attributable in whole or in part to the period prior to the relevant transfer under TUPE; and

- 35.17.3 the Provider shall indemnify and keep indemnified the Council and each Replacement Provider from and against all Liabilities in connection with or as a result of any Employment Claims by any Employees (including Employees eligible to transfer under TUPE and any former Employees) arising directly or indirectly from any act, fault or omission of the Provider (or any Sub-contractor or other pre-transfer employer of such Employee) in respect of any such Employee, or relating to the period before the relevant transfer under TUPE (and for the avoidance of doubt, this indemnity shall apply in respect of all Liabilities incurred by the Council and/or any Replacement Provider in respect of the period after the relevant transfer under TUPE where the Employment Claim arises out of circumstances which arose on or before the relevant transfer under TUPE) PROVIDED THAT this indemnity shall not apply to the extent that the Liabilities in connection with or as a result of the Employment Claim arise or are attributable to an act or omission of the Council.
- 35.18 The Provider shall indemnify and keep indemnified each Former Provider, the Council and each Replacement Provider from and against all Liabilities in connection with or as a result of any breach of any of the Provider's obligations under this Clause 35.
- 35.19 The provisions of this Clause 35 (more particularly clauses 35.7, 35.8, 35.9, 35.12, 35.14, 35.15, 35.16, 35.17 and 35.18) shall be directly enforceable by any Former Provider and/or Replacement Provider, against the Provider and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any Former Provider and Replacement Provider shall have the right to enforce any obligation owed to them by the Provider under this Clause 35 in its own right under the Contracts (Rights of Third Parties) Act 1999.
- 36. SAFEGUARDING, DISCLOSURE AND BARRING SERVICE, MENTAL CAPACITY ACT AND DEPRIVATION OF LIBERTY SAFEGUARDS**
- 36.1 The Provider acknowledges that the Council has legal responsibilities under the Safeguarding Vulnerable Group Act 2006 (the "SVG Act") as amended under the Protection of Freedoms Act 2012 (including clauses from the Disclosure and Barring Service) and in providing the Services under this Agreement, the Provider warrants that it will comply with all requirements under the SVG Act and all other relevant legislation in relation to safeguarding vulnerable groups.
- 36.2 The Provider shall:
- 36.2.1 ensure that all Employees engaged in the provision of the Services in positions eligible for enhanced disclosure check are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service ("DBS"), including a check against the adults' barred list or the children's barred list, as appropriate, and prior to appointment. This applies also to all organisations that work in partnership with the Council and whose workforce falls within the definition of Regulated Activity; and
- 36.2.2 monitor the level and validity of the checks under this clause 36.2 for each Employee and 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 users of the Services.

- 36.3 The Provider warrants and undertakes that at all times for the purposes of this Agreement it has no reason to believe that any Employee is barred from the activity in accordance with the provisions of the SVG Act and any regulations made thereunder.
- 36.4 Without prejudice to clause 36.1 and 36.2, in all cases the Provider warrants and undertakes that at all times, all Employees shall be suitable for the role they are undertaking and are not barred or prevented from properly performing their role, in accordance with all Laws and Good Industry Practice.
- 36.5 The Provider shall refer information about any person carrying out the Services to the DBS 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 users of the Services, children or vulnerable adults.
- 36.6 In relation to the Mental Capacity Act 2005 (MCA):
- 36.6.1 The Provider, including its Employees shall comply with the provisions set out in the MCA when delivering Services;
 - 36.6.2 The Provider shall have a clear written policy approved by the Council on its approach to the MCA. The policy may be reviewed by the Council from time to time and shall ensure that any reasonable amendments requested by the Council are incorporated into its diversity policy within 21 Business Days of request by the Council;
 - 36.6.3 All Employees must be trained at induction to follow the reporting procedures set down in the policy and that training should be updated at least annually; and
 - 36.6.4 The Provider shall notify the Council immediately where a Person may lack the capacity and a Significant Decision is to be made.
- 36.7 In relation to the Deprivation of Liberty Safeguards:
- 36.7.1 The Provider shall have regard to the MCA Code of Practice including the supplementary Deprivation of Liberty (DoL) Safeguards Code of Practice in its role as a Managing Authority
 - 36.7.2 The Provider shall have a clear written policy approved by the Council and reviewed from time to time on its approach to the DoL, which includes but is not limited to the following:
 - 36.7.2.1 a clear procedure for the recording of information;
 - 36.7.2.2 the process for applying for an Authorisation to the Council;
 - 36.7.2.3 the process once a DoL Authorisation request has been made; and
 - 36.7.2.4 any reasonable amendments requested by the Council are incorporated into its diversity policy within 21 Business Days of request by the Council.

36.7.3 The Provider shall appoint a lead contact to act on behalf of the Provider for all purposes connected with the MCA and DoL. The Provider shall notify the Council of the lead contact details prior to the Commencement Date.

36.7.4 The Provider shall forthwith give Notice to the Council of any change in the identity, address, e-mail and telephone numbers of the person appointed as lead contact. The Provider shall give maximum possible notice to the Council before changing its lead contact.

36.8 The Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 36 have been met.

36.9 Failure by the Provider to comply with this Clause 36 may lead to the termination of this Agreement at the Council's sole discretion.

36.10 The Provider agrees to indemnify the Council against all claims, actions, damages, legal costs, proceedings, expenses and any other liabilities whatever arising that the Council incurs as a result of the Provider's failure to comply with this Clause 36.

37. BUSINESS CONTINUITY

37.1 The Provider shall provide a detailed Business Continuity Plan to the Council within 10 Business Days prior to the Commencement Date, for the Council's approval, and shall comply at all times with the relevant provisions of the approved Business Continuity Plan.

37.2 Following the declaration of a Disaster in respect of any of the Services, the Provider shall:

(a) implement the approved Business Continuity Plan;

(b) continue to provide the affected Services to the Council in accordance with the approved Business Continuity Plan; and

(c) restore the affected Services to normal within the period laid out in the approved Business Continuity Plan.

37.3 To the extent that the Provider complies fully with the provisions of this clause 37 (and the reason for the declaration of a Disaster was not breach of any of the other terms of this Agreement on the part of the Provider), the Service Levels and KPIs to which the affected Services are to be provided during the continuation of the Disaster shall not be the Service Levels and KPIs referred to in Specification but shall be the Service Levels and KPIs set out in the approved Business Continuity Plan or (if none are stated in the approved Business Continuity Plan) the best Service Levels and KPIs which are reasonably achievable in the circumstances

38. COSTS AND EXPENSES

38.1 Each of the Parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Agreement.

39. NO AGENCY OR PARTNERSHIP

- 39.1 Nothing contained in this Agreement, and no action taken by the Parties pursuant to this Agreement, will be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer and employee. Neither Party has, nor may it represent that it has, any authority to act or make any commitments on the other Party's behalf.

40. INSPECTION OF PROVIDER'S PREMISES

- 40.1 The Provider shall permit the Council to make any inspections or tests which may reasonably be required in respect of the Provider's premises in relation to this Agreement or the provision of the Services.

41. COUNTERPARTS

- 41.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

42. LAW AND JURISDICTION

- 42.1 This Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

43. HEALTHWATCH

- 43.1 The Provider shall upon reasonable notice permit or procure permission for the authorised representatives of the relevant Healthwatch to have access to and observe the carrying-on of activities on premises controlled by the Provider and provide information to the Healthwatch

- 43.2 The above does not apply if:

- 43.2.1 the presence of the authorised representative on the premises or that part of it would compromise the effective provision of care and support services or the privacy or dignity of any person;
- 43.2.2 the authorised representative undertakes viewing or observation on the premises which is not related to the function of the Healthwatch;
- 43.2.3 it is in a non-communal part of the premises, is part of the premises which is a Person's home or is used as accommodation by employees;
- 43.2.4 a request is made to view an excluded activity;
- 43.2.5 the request applies to a part of the premises where care and support services are not provided;
- 43.2.6 in the view of the Provider the authorised representative is not acting reasonably and proportionately; or
- 43.2.7 the authorised representative does not provide the Provider with evidence that they are authorised in accordance with Regulation 4 of the Local

Involvement Networks (Duty of Service Providers to Allow Entry)
Regulations 2008

- 43.3 The Provider shall notify the Council within 5 (five) Business Days after the inspection of any notices served by Healthwatch with respect to the Provider, or their Staff.

SCHEDULE 1

Part A

SPECIFICATION



Contents	Page
1. Overview	3
2. Outcomes	4
3. Service Delivery Model	5
- Financial Model	5
- General Service Function	6
- Facilities	7
- Clinical Support to the Contract	8
- Contract Stock Equipment	11
- Special Equipment	12
- Assessment Equipment	15
- Deliveries and Collections	16
- Delivery & Collection Service Levels	18
- Retrieval, Recycling & Re-Use	19
- Minor Housing Adaptations	21
- Peripheral Stores	22
- PPM & Repairs	24
- Out of Hours Service & Repairs Protocol	24
- MHRA Notices & Product Recall	25
- Compliments, Concerns and Complaints	26
4. General Requirements	26
- Safeguarding	26
- Competent & Skilled Workforce	26
- Data Protection & Confidentiality	27
- I.T. System for Requisitioning	28
- Accessibility	31
- Collaboration	31
- National & Local Policy	32
- Standards & Quality Assurance	33
- Retail Opportunities	35
- Social Value	35
- Environmental Consideration	35
- Business Continuity	35
- Service Developments & Contract Variations	35
- Payments	36
- Contract set-up	36
- Contract Monitoring	36
- Management Information Reporting	37
 Annex A Map of ICB area	 39
Annex B Summary stock list	40
Annex C Key Performance Indicators (Phase 1, 2 and 3)	43

1. Overview

Cambridgeshire County Council (CCC), Peterborough City Council (PCC) and Cambridgeshire & Peterborough Integrated Care Board (ICB) have statutory requirements and duties under various legislation to provide community equipment services for people with health and social care needs. There are two Section 75 (pooled budget) agreements that govern this service – one for Cambridgeshire, and one for Peterborough. The Local Authorities work jointly as Lead Commissioner.

PCC shall contract with the Provider on behalf of CCC, and under this contract the community equipment services shall be delivered throughout Peterborough and Cambridgeshire.

The Integrated Community Equipment Service (ICES) is central to the delivery of the prevention and wellbeing priorities of the councils and their partners and is acknowledged as an essential element of service provision that helps to reduce, prevent and delay the need for long term care and support. With ever changing demands across health and social care, it is essential that this service embraces innovation and evolves to better meet the needs and demands of all its stakeholders.

The Commissioners are seeking to appoint a Provider to deliver an exemplary Integrated Community Equipment Service to people paying council tax in Cambridgeshire and Peterborough and those who are registered with a GP that is part of the Cambridgeshire & Peterborough ICB.

The service will be operated on a credit model basis (see paragraph 3.1 and the Pricing Schedule)

The service will need to demonstrate and develop cost effective innovation that adds value to the service provision and maximises positive outcomes for people using the service, their families and carers. People requiring access to the service will be adults and children who have a health and / or social care need and have been assessed as needing equipment. This may be on a short- or long-term basis to facilitate independent daily living, personal care needs, moving and handling, reablement, rehabilitation or they may require equipment to meet a specific clinical need, including end of life. People using the service will also include NHS Continuing Health Care (CHC) patients – both Adults NHS CHC and Children's Continuing Care, including those who meet NHS CHC criteria who require contract stock equipment.

There are currently around 1,100 active Prescribers. Prescribers being any health or social care practitioner who has been allocated a Personal Identification Number (PIN) number and can raise requisitions with the Provider. Prescribers using the service across the local health and social care system are supporting with over 34,000 people in the financial year (2024-25), with around 156,000 activities involving over 108,000 individual lines of equipment delivered and 64,000 equipment lines collected.

The Integrated Community Equipment Service is responsible for procurement of equipment, logistics, delivery, installation, maintenance, collection, storage, refurbishment and recycling of a range of health and daily living equipment for all age

groups. The service includes the provision of a full range of Technology Enabled Care. In addition, the service includes minor housing adaptations but excludes the provision of wheelchairs.

The service includes a requirement for the Provider to offer information and advice to self-funders and to develop this service into a high-profile initiative that actively promotes the self-help option. A well-developed online offer which covers all aspects of the Commissioners' requirements is essential and the ability to tailor this to the needs of both local authorities and health colleagues.

The delivery of this specification will be set out in three phases:

- **Phase 1 – Emergency Transfer (0-3 Months)** - Within this phase the Provider will be expected to deliver to the expectations of this specification but working within a reduced product list of 65 items, as set out in Annex B, as a minimum which are deemed to be urgent to meeting the needs of people requiring equipment. Delivery of this activity will be undertaken in close collaboration with the Commissioners and will be subject to transparent and open book accounting from both a performance and financial perspective. It may be that during this time; additional equipment items are included by mutual agreement with the Provider and Commissioner. Agreement will be with agreement from the Council's and the Provider's senior management and will be accepted if benefits and risks are satisfied. During this period, critical Special Equipment will also be provided subject to agreement by the Provider and Commissioners. The repair of critical Special Equipment will also be undertaken again by agreement by the Provider and Commissioners. Agreement by Provider and Commissioners to extend from the 65 urgent elements of equipment during the 0-3 month phase will be based on availability of resources, storage and transport capacity and shall not compromise delivery of urgent equipment.

Further within this Phase the Provider and Commissioner will collaboratively produce the Exit Plan. This will include but not be limited to:

- **Final Settlements:** Describing how all financial settlements are addressed, including any outstanding invoices, severance pay, and any other financial arrangements.
- **Notifications to people:** Describing how all people using the service will be informed about the termination of the agreement and provide them with necessary details about the transition process.
- **Handover Documentation:** Describing all relevant documentation regarding the services provided, including project details, progress reports, and other essential records.
- **Return of Assets:** Describing the mechanism for the return of all company assets, such as equipment, keys, ID cards, and any other property that belongs to the organisation.
- **Access Revocation:** Describing the mechanism for the revocation of access to company systems, including email accounts, software, and databases, to ensure security and confidentiality.

- Knowledge Transfer: Describing the process for the transfer of knowledge from the outgoing Provider to the new Provider or internal team, ensuring continuity in services.
- Final Reports: Provide details of what reports are required on the work completed, the current status of ongoing projects, and any issues that need to be addressed moving forward.
- Furthermore, where applicable, within this Phase the Provider with support from the Commissioner will reach a settlement with the outgoing Provider on matters not limited to:
 - Transfer of equipment from the outgoing Provider to the Provider
 - Transfer of monies for equipment from the outgoing Provider to the Provider
 - Transfer of information about people who use the service
- **Phase 2 – Transitions (3-6 Months)** – The Provider shall maintain the gains made and improve the delivery performance achieved in Phase 1. Within this phase the Provider will work with the Commissioners to ensure a planned and coordinated transition towards delivering the requirements of the specification in its entirety and include urgent and non-urgent activities and equipment. It is expected that this process is started from Week 1 of the contract commencing with incremental progress made consistently throughout the first 4-6 months of the contract building on achievements in Phase 1.
- **Phase 3 – Long Term Delivery (6+ Months)**– The Provider shall maintain the gains made and improve the delivery performance achieved in Phase 2. The Provider will be expected to be delivering all requirements of the service specification under mutually agreed contractual terms and conditions within a maximum period of 6 months from the contract commencing. This will mean that the financial modelling moves from open book to contractual terms and routine financial monitoring.
- **Phases 1, 2 & 3** are described in greater detail within the mobilisation project plan, and will be referred to and developed throughout Phases 1 and 2 seeking to achieve the move to Phase 3 – see Annexe A

2.0 Outcomes expected to be delivered by the Service

- 2.1 The recommissioning of this service is focused on the delivery of outcomes for people accessing the service, Prescribers and Commissioners.

The tables below detail the key outcomes that are expected to be delivered by the contract

A	Outcomes for People accessing the service
1.	People who wish to purchase their own equipment receive high quality assessment, information and advice from a suitably qualified professional that enables them to make choices about the private purchase of equipment that meets their needs

2.	People are confidently able to access online services that help them to make informed decisions about what equipment they might want to purchase or signpost them to appropriate services based on the latest guidance and advice available.
3.	People remain resident in their communities for longer and retain the greatest possible control over their lives partly through utilising the Integrated Community Equipment Service
4.	People have an accessible means of exercising choice and control and know what equipment is arriving and when
5.	The equipment that people receive is delivered on time, clean, installed and tested correctly as agreed, fully maintained and certified as meeting all legal requirements
6.	People know what to do if they have concerns about the equipment safety or the standard of the service
7.	People using the service report excellent customer service including communication in relation to all activities
8.	People using the service report to be treated with courtesy, respect and dignity, and people's diverse needs are recognised and supported
9.	People know how to return equipment when it is no longer required and are actively encouraged to do so
B	Outcomes for Prescribers
1.	Prescribers have confidence in the Provider to deliver and manage the procurement of equipment in a timely manner, specified by assessed need
2.	Prescribers have confidence in the Provider to install equipment and minor adaptations to the expected standard and in a timely manner
3.	Prescribers report excellent customer service including communication with them about their requisitions
4.	Prescribers report to have easy access to relevant online resources, literature and documentation that supports them in their role
5.	Prescribers have access to a user friendly on-line catalogue with tracking functionality
6.	Prescribers are confident and assured in the availability of stock and if this is compromised that they will be offered suitable alternatives
C	Outcomes for Commissioners
1.	Value for money including 'whole life cost' is achieved and demonstrated in the purchase of equipment
2.	Failed deliveries and collections are kept an absolute minimum. Where an avoidable increase is identified, actions are taken to incrementally reduce and sustain the reduction to improve efficiency, reduced costs and improve customer experience
3.	Commissioners are confident in the accuracy of the management information data received
4.	Commissioners are easily able to scrutinise and interrogate management information

5.	The Provider responds promptly when queries are raised regarding the Management Information data
6.	Retrieval and recycling rates of equipment improve year on year as a result of proactive initiatives implemented by the Provider
7.	Equipment reviews undertaken by the Provider support the local authorities in meeting their statutory duty to undertake annual reviews
8.	The Provider demonstrates added value by supporting the local authority and ICB in wider public health initiatives

3.0 Service Delivery Model

3.1 Financial Model

For all contract stock equipment, the Provider will operate an 80% Credit Model
This means:

- i. Commissioners will purchase equipment, which has been selected by the Prescriber, from the Provider and will loan to the people who require equipment for a specified period based on assessed need
- ii. During the period in which the equipment is loaned, ownership of the equipment will be with the Commissioner
- iii. When a standard stock item is collected by the Provider, recycled and returned to shelf, the Provider will issue a credit to the relevant Commissioner which shall equate to 80% of the original cost of the standard stock item. This provision shall apply to equipment already on loan in the community and all new issues from the commencement date of the contract
- iv. There will be no other management fee applied to the contract

For all special equipment purchased by the Provider on behalf of the Commissioners, the title will remain with the Commissioners at all times. Commissioners will only be charged for the special equipment - the Provider will not apply any additional procurement fees, storage fee or other charges in relation to the provision of special equipment.

3.2 General Service Functions

In summary, the general functions of the service will include a minimum of:

- i. Full time on-site service manager
- ii. Service operation over a minimum six days per week – Monday to Saturday with appropriate out of hours services available to respond to equipment breakdowns and repairs. The Commissioner reserves the right to request a Sunday service in exceptional circumstances subject to negotiation should this situation arise.
- iii. Procurement of all equipment in the most cost effective way, with evidenced best value

- iv. Delivery, assembly, installation, adjustment and demonstration as requested by the Prescriber, and collection of equipment to and from people in the community – all to agreed standards
- v. Delivery and collection of equipment to and from other locations on request – e.g. care homes, hospitals, day centres, schools, Prescriber offices
- vi. Delivery and collection of equipment to and from peripheral stores and monitoring and management of stock levels within peripheral stores
- vii. Provision of minor housing adaptations
- viii. Out of hours service for breakdowns and repairs only
- ix. Operation and maintenance of appropriate IT system
- x. Planned Preventative Maintenance (PPM) of equipment to required standards (e.g. LOLER, PAT testing and any other requirements as per statutory guidance)
- xi. Disposal of equipment that is not suitable for recycling up to a value of £50 and attain sign-off by Clinical Advisor or Lead Commissioner for all other items. This threshold may be revised during the contract term in negotiation with the Provider. Disposal of equipment to be carried out in accordance with current disposal regulations
- xii. Warehouse facility with sufficient space for storage, cleaning, refurbishment and recycling and will also allow for future growth of the service
- xiii. Joint visits with driver technicians at an agreed time on request from Prescribers
- xiv. Comply with relevant legislation and standards associated with the provision of equipment eg, Managing Medical Devices 2015; ISO 9001 : 2008 ; IEC 60601-2-52; TSA Quality Standards Framework for ICES and / or Community Equipment Code of Practice Scheme (CECOPS)
- xv. Support and assist with timely hospital discharges
- xvi. Seek continual efficiency improvements and innovations including adopting best practice from within the sector
- xvii. Provide technical advice and OT professional support to Prescribers e.g. to assist Prescribers with information about returned special equipment held in the depot
- xviii. Ensure maximum efficiency and reuse of spare parts and accessories
- xix. Work with Clinical Advisor and Technology Enabled Care Teams to develop high quality guides for all product lines
- xx. Work with Commissioners and clinical advisors in constantly reviewing the stock list and special orders and revising stock product lines as necessary
- xxi. Robust complaints management process
- xxii. The availability of Personal Protective Equipment (PPE) for all activities and for a range of circumstances

3.3 Facilities

The Provider shall deliver the service from a single site that allows suitable access across both Cambridgeshire and Peterborough.

The facility will be fully accessible and compliant with the Equality Act 2010.

The facility shall include:

- i. Suitable warehouse for both stock and non-stock special equipment. Equipment will be stored in such a way that it is easily, and immediately, accessible for inspection by Commissioners or Prescribers should this be required
- ii. Goods in, cleaning and refurbishment area
- iii. Customer Care service centre
- iv. Demonstration and training areas to include small private meeting rooms and spaces (eg for 1:1 consultation), as well as larger areas for meetings and group training sessions able to comfortably accommodate up to twenty people. Demo area will be expected to be set up as a permanent domestic environment to allow use of the full range of daily living equipment and allow space for large equipment to also be in situ if needed for training sessions – e.g. gantry hoist, and profiling bed, seating systems, children's equipment. This area will be suitable for use by the Provider, suppliers and manufacturers, Prescribers, people receiving services, carers and families. This area will include a refreshment area that is separate from the refreshment and rest areas used by the warehouse staff
- v. Fully accessible toilet facilities for visitors, some of whom may be wheelchair users. These facilities will be for the sole use of visitors and will be separate to the Provider's own toilet facilities. The Provider will take account of the needs of both disabled adults and children and adopt Changing Places standards for these areas www.changing-places.org
- vi. All meeting rooms to have easily accessible audio and visual equipment, including teleconferencing facilities supported by free and easily accessible
- vii. Wifi shall be available throughout the building and shall be freely available to all visitors, including members of the public, throughout the building. Multimedia facilities will be required to support remote training sessions for Prescribers
- viii. Plenty of parking – at least 20 parking spaces for visitors, including at least two disabled parking spaces
- ix. Electronic diary / booking facility for Commissioners – e.g. Google Calendar or similar
- x. Hot desking facilities for representatives from commissioning organisations

3.4 Clinical Support to the Contract

- i. The Provider will employ a minimum of one Occupational Therapist and an Occupational Therapist Assistant (OTA) to support the delivery of the service. They will be expected to work closely with the ICES Clinical Advisor employed by the Commissioners. The Provider will need to have contingency arrangements for when the post holder may be unavailable (e.g. long term sick leave, vacant post) . Below, are listed the roles that Commissioners expect these clinical posts to undertake. The greyed content concerns tasks that the Commissioners expect to be undertaken by a Health & Care Professions Registered practitioner:

Information and Advice to Support Self Funding

- a. To deliver a service that offers support to people who wish to fund their own equipment. The Provider will be expected to develop a web based portal that can facilitate this service and ensure it is 'localised' to the needs of the population in Cambridgeshire and Peterborough, including signposting to local retail outlets
- b. To actively market this service to the private and voluntary sector and work with local public services, e.g. libraries and social care teams, to raise awareness

Special Order Equipment

- a. Gate keeping and oversight of new special equipment orders. The identification of recycled specials to meet the requests for new special equipment orders, especially those in cleaning and refurbishment or due for collection. Liaise with Prescribers regarding this and facilitate the purchase of any parts etc. required to enable the recycled item to be available in a timely manner
- b. Creating and implementing Standard Operating Procedures for issues such as direct delivery to a person's home; creating a collection pathway for large items at point of delivery; transfer of children's equipment to and from school and home at the beginning and end of school terms
- c. Ensuring descriptions and images of recycled specials are correct and up to date according to the ICES Clinical Advisor required information set
- d. Working with Specials Technician to ensure recycled specials are correctly identified, and are complete and in line with the specification agreed with ICES Clinical Advisor
- e. Managing the reservation process for recycled specials
- f. Reviewing slow moving specials with the ICES Clinical Advisor and therapists from children's services
- g. Answering Prescriber queries on recycled specials
- h. Managing donation of recycled specials that are no longer required to charities

Training

- a. To work with the ICES Clinical Advisor to arrange, facilitate and deliver Prescriber workshops – either online or face: face
- b. To arrange and lead on Master Classes and equipment training of the Provider's staff, including warehouse technicians, customer service staff and the driver technicians, to ensure awareness of the full range of contract stock equipment and consistency of approach with regard to installation
- c. To work with the Clinical Advisor to facilitate similar Master Classes for Prescribers

- d. To train and work with the Specials Technician

Website

- a. To ensure the web-based catalogue pages are accurate and up to date
- b. To ensure that product user guide web links are active and connect to the correct user guides
- c. To ensure public facing communication is accessible and user friendly.

Close Technical Equivalents (CTEs)

- a. To check that CTEs proposed by the Provider are appropriate. Any differences will be identified and flagged with the Clinical Advisor prior to being forwarded to the Commissioner for approval

Prescriber Equipment Group (PEG) Meetings

- a. To attend as a member of the PEG
- b. To support the meeting by presenting the stock catalogue pages for the group members during the meeting
- c. To make available from the warehouse any products that need to be reviewed by the group during the meeting
- d. To liaise with suppliers who wish to showcase a new item of equipment at the PEG

Equipment Review Group (ERG)

- a. To assist with the selection of potential new products for the ERG to review
- b. To ensure input from the Provider's perspective on potential products – eg is the product used in any of the Provider's other contracts; delivery and installation issues; cleaning and refurb issues
- c. To assist with the administration and running of the ERG
- d. To participate in the evaluation of the products

Product Recall and Medicines and Healthcare Products Regulatory Agency (MHRA) FSNs

- a. To provide clinical input and leadership for product recalls whether for internal purposes, or when generated via the supplier or MHRA

Individual Reviews

- a. To carryout reviews for people in receipt of equipment (either face to face or by telephone) to facilitate optimum return of equipment that is no longer required by the person
- b. To liaise with local clinical services as necessary
- c. To carry out care home reviews to identify ICES equipment on site and to check it is being utilised correctly and arrange collection of

equipment no longer in use. This to be undertaken in conjunction with the ICES Clinical Advisor and Tissue Viability Nurse (TVN) team. This may be assisted by the OTA

- d. To prepare spreadsheets, communicate with the care home, follow up and arrange and confirm collection

Investigations

- a. When required, to visit a person's home to view and report on the condition of equipment which has been reported as faulty, unclean or otherwise unfit for purpose. Where appropriate, this may be with a technician
- b. To view and report on the condition of equipment returned to the warehouse when requested or indicated

Safeguarding

- a. To act as the Provider's safeguarding lead
- b. To review and categorise all concerns and complaints according to criteria agreed with the Commissioner
- c. To ensure that any incidents of concern are reported to the ICES Clinical Advisor and lead Commissioner
- d. To report any serious incidents to the relevant MASH

3.5 Contract Stock Equipment

- i. The range of stock equipment issued through this contract is listed at Annex B . Equipment detailed within this Annex is divided into urgent and ongoing equipment for the purposes of mobilising this contract.
- ii. Where a new Provider has been awarded the contract, contract stock equipment held by the incumbent Provider at contract end, will transfer to the new Provider at a cost agreed between the two parties
- iii. Contract stock equipment will be owned by the Provider. During the period that equipment is on loan to people using the equipment, ownership will transfer to the Commissioners. On collection and successful recycling of contract stock equipment, ownership shall pass back to the Provider, in line with the credit model in operation
- iv. Contract stock equipment is defined as items to be supplied by the Provider to a type and specification as determined by the Commissioner and Clinical Advisor
- v. The Provider shall use all reasonable endeavours to purchase equipment by the most cost effective means possible and to ensure best value in relation to 'whole life cost'. Commissioners reserve the right to directly contact the Provider's suppliers and undertake their own benchmarking in order to audit the evidence of best value
- vi. All contract stock equipment will be traceable. It is expected that the majority of equipment will be labelled with a bar code and serial number. Where this is not possible (e.g. ferrules) this will be agreed with Commissioners. Where

- a sticky label cannot be used on a product, the Provider will ensure items are suitably marked with alternative permanent marker. It is essential that ALL items of TEC equipment are individually labelled.
- vii. The Provider shall maintain sufficient quantities of contract stock equipment to ensure that performance standards are met. Stock levels are defined as those levels of stock declared on the web-based catalogue that are visible to Prescribers at the point of time they log on to place an order. This is irrespective of items that may have just been delivered to the depot, items in cleaning or due for collection. The Provider will agree with the Commissioner a list of key stock lines and acceptable stock levels to be in place 100% of the time for those items. At month end any delivery of a key stock line that has failed due to the item being out-of-stock will generate a credit of £10 over and above a nil activity charge
 - viii. The Provider will keep Commissioners informed of any manufacturing or supply chain issues or discontinued products
 - ix. The Provider shall make available any item of contract stock equipment when requested – e.g. for mutually convenient pre-arranged assessment purposes
 - x. The Provider will operate an asset management system which provides an audit trail and history of individual items of equipment. This shall apply to all equipment issued by the Provider (or its predecessor), via peripheral stores, or collected by people using equipment or their representatives
 - xi. The Provider must operate a robust and comprehensive stock control system that monitors equipment levels and prevents under or over stocking
 - xii. No collection credits will be withheld due to over-stocks
 - xiii. Where Commissioners discontinue stock lines during the contract term, the most cost effective course of action will be agreed with the Provider at the time of discontinuation. Possible options may include:
 - Commissioner Owned. This means keeping the stock catalogue item available to order as a “while stocks last” product but at zero cost – managed in a similar way to returned specials - so as to keep the items fully visible to Prescribers and to promote re-use
 - Transferring stock to another of the current Provider’s depots that still uses the item
 - Buying back stock and making it part of the returned specials
 - xiv. When new stock items need to be set up during the contract term, these will be agreed and signed off by the Provider, clinical advisor, TEC Team Manager (for TEC items only) and the Commissioner. This process will be automated and available via an on-line portal
 - xv. Control over the composition of the equipment catalogue sits entirely with the Commissioners. Substitution of an alternative product by the Provider will not be contractually acceptable unless Commissioners have previously approved the alternative as an agreed CTE
 - xvi. When a person no longer needs an item of equipment for which there is an outstanding order, it is the responsibility of the Prescriber to cancel the order. No charges will be levied to Commissioners for such cancelled orders unless the order is cancelled so late that it has already left the depot and is out for delivery.

3.6 Special Equipment (non-stock)

- i. The title to special equipment shall remain with the Commissioners, whether the item is in the community or in the warehouse
- ii. Prescribers will be responsible for assessment of people requiring equipment and for checking returned and recycled specials before obtaining quotes from suppliers for new specials. All orders from Prescribers will include carriage if applicable. The online ordering system will include the functionality to ensure that Prescribers are able to review returned specials prior to placing order for new specials
- iii. The Provider will employ a **Specials Warehouse Technician** who will be responsible for:

New Special Equipment Order

- a. Ensuring all new specials received at the depot are correct according to the quote and all parts and accessories are present and fitted before delivery to the person

Recycled specials – on return to the warehouse

- a. Identifying each recycled special (manufacturer / supplier / brand / model / size etc.)
- b. Ensuring the web catalogue information is correct and up to date for each recycled special according to the proforma agreed between the Provider and relevant clinical practitioners
- c. Ensuring the web catalogue description clearly states any missing parts, where permissible and any special delivery instructions – e.g. 2 person delivery
- d. Ensuring the web catalogue description clearly states if the item is stored off site and the expected lead time for delivery
- e. Ensuring that all product user guide links are active and accurate
- f. Sourcing and printing off correct user manuals before the item is returned to shelf
- g. Identifying missing/damaged parts that need replacing according to the agreed proforma; ensuring the parts are ordered and fitted before the item is shelved and added to the recycled specials catalogue
- h. Photographing each item before being shelved. The Provider will be expected to develop 3D imagery for this
- i. Ensuring each recycled special is labelled with the date and bar code number and correctly wrapped before being shelved

Recycled Specials – prior to re-issue

- a. Checking items are complete with all parts / accessories
- b. Ensuring all items are put through cleaning and checked before delivery
- c. Ensuring all items are photographed after cleaning and before delivery
- d. Ensuring the correct user guide is with the item for delivery

Reservations

- a. Reserving recycled specials when requested by CSA or Provider clinical team
- b. Monitoring items in recycled specials reserved category and advise the clinical team if any have remained reserved for too long
- c. Ensuring reserved recycled specials are made available and are ready for delivery when requested

Equipment Transfers

- a. Assisting with the transfer of equipment from one location to another for the same person
- b. Tracking and monitoring the progress of such items through cleaning and refurbishment
- c. Ensuring the items are delivered to the person requiring equipment and not placed in recycled specials
- d. Assisting the Provider's clinical team to ensure smooth and successful transfer of children's equipment between school and home

Product recalls and MHRA FSNs

- a. Working with the Provider's OT to identify and isolate any recycled specials affected by a NHRA FSN or manufacturer recall
 - b. Ensuring such items receive the necessary update / fix before returning to the shelf for Prescribers to view
-
- iv. The Provider will manage the web-based catalogue of returned special equipment ensuring that it remains accurate and complies fully with the requirements of the Commissioners and Clinical Advisor. Returned specials that are suitable for re-use will be processed and loaded onto the web-based catalogue within 5 working days of the item being returned to the warehouse. If spare / replacement parts have been ordered for the item, this will be clearly stated on the web page. Web pages for returned specials will also include detailed technical specification including a link to the manufacturer's own web page for that item eg dimensions, serial numbers, photographs, special instructions. Wording and content of the web pages will be the responsibility of the professional clinician employed by the Provider but in liaison with the Clinical Advisor
 - v. The Provider will ensure comprehensive systems are in place for situations where Prescribers ask for returned specials to be reserved for specific people. The approach and parameters for this will be agreed with the Lead Commissioner and Clinical Adviser at contract set-up
 - vi. The Provider will work closely with the Commissioner and clinician advisor to suggest and implement innovative solutions to ensure that returned special equipment is recycled and re-used wherever possible. The Provider will utilise the skills of a suitably qualified professional practitioner to provide a 'gate

- keeping' role so that all options for using recycled stock are explored prior to a new special order being sent to the Provider's purchasing team
- vii. The Provider shall operate a procurement service for new non-stock special equipment and will use all reasonable endeavours to purchase equipment by the most cost effective means possible and ensure best value. This may involve liaison with the Prescriber where the Provider is able to source the item for less than the quote. Where new special equipment is able to be sourced from the Provider's own retail catalogue, the Provider will offer Commissioners a discount on the trade price
 - viii. The Provider will place orders with suppliers for special equipment within 3 working days of receipt of the prescription. It is expected that this timeframe will allow for the Provider to check returned specials for any items that might be suitable CTEs. The Provider's purchasing team will place orders for special equipment with manufacturers / suppliers within one working day of being sent the order from the Provider's Customer Services Team. No procurement, nor any other additional fees, shall be applied to orders for special equipment
 - ix. This service shall include subsequent delivery; fitting / installation; demonstration; collection; warranty claims; servicing; decontamination; storage and recycling as appropriate
 - x. Commissioners and Prescribers reserve the right to communicate directly with suppliers around the provision of special equipment
 - xi. The Commissioners reserve the right to purchase special equipment directly from manufacturers / suppliers when necessary, including any in situ / trial equipment. This equipment will ultimately be stored by the Provider for issue as returned special equipment
 - xii. Commissioners, or their representatives, will authorise all requests for new special equipment in line with value / complexity thresholds determined by Commissioners. This may include authorisation of some returned special equipment
 - xiii. The Provider shall advise the Prescriber of the lead time for all special orders by email within 1 working day of the order being placed with the supplier
 - xiv. Upon receipt of the new non-stock special item into the Provider's depot, the Provider will ensure that the equipment is delivered / installed to the person within 5 working days unless an alternative date has been specified or requested by the person / Prescriber
 - xv. The Provider shall liaise with the supplier until the equipment is delivered and will keep the Prescriber informed of lead times and any changes to this, or delays
 - xvi. When a person no longer needs special equipment for which there is an outstanding order, it is the responsibility of the Prescriber to cancel the order. Where the order for special equipment is cancelled, the Provider may charge Commissioners for any costs incurred where the Provider can demonstrate that such costs have actually been incurred

3.7 Assessment Equipment

- i. A separate category for equipment to be used for assessment to be provided in the online catalogue.
- ii. The equipment in this section will be Commissioner owned.
- iii. The items in this category will be selected by the Commissioner, the Clinical Advisor or TEC team.
- iv. The items will be available to Prescribers for a 5 day lead period, on a five day delivery.
- v. The Prescriber will be required to book collection at the same time as placing the delivery order and the online system shall facilitate this.
- vi. Items in this section may require authorisation and the online system will be required to facilitate this. The protocols for this will be established between the Provider and the Clinical Advisor / TEC Team but likely to include such things as specialist weighing scales, pressure care, specialist assistive technology

3.8 Deliveries & Collections

- i. Unless agreed in writing by the Commissioner or Prescriber, all deliveries shall be undertaken by the Provider's staff. This requirement applies to any form of subcontracting arrangement.
- ii. At the specific instruction of the Prescriber (or where it is cost effective and can be delivered within the prescribed timescale), smaller items shall be delivered by post and the relevant charge for postage made as per the pricing schedule
- iii. Prescribers will be responsible for advising of any specific requirements in relation to deliveries eg communication needs, access etc and the Provider will be required to adhere to these at all times
- iv. The Provider shall have in place, at the start of the contract, a system that enables text and email communications with the person who requires equipment or their representatives regarding their planned activity. This shall include
 - o Text and/or email to be sent the day before planned activity as a reminder
 - o Text and/or email to be sent on the morning of the planned activity with a delivery slot of 2 hours maximum
 - o Text and/or email updates with arrival time within the hour
 - o Ability for people receiving equipment carers and Prescribers to track the activity online
- v. Prior to any delivery or collection, the Provider shall make every attempt to contact the individual nominated via whatever means have been requested - e.g. email, text or telephone
- vi. For 5-day deliveries and collections, where telephone is the only means of contact, 3 attempts will be made over 3 consecutive working days (at

- different times of day) before advising the Prescriber that the order cannot be completed and has been cancelled. A record shall be kept of date and times of all attempts to contact nominated individuals and this will be shared with Commissioners on request
- vii. For next day deliveries and collections, and same day deliveries, the Provider will attempt the activity even if they have been unable to contact the person requiring equipment
 - viii. The Provider will operate a telephony system that allows for all telephone calls to be recorded and will make recordings available to Commissioners and clinical advisor should this be required. The Provider and Commissioners will need to be confident that this does not contravene GDPR
 - ix. Prior to delivery, the Provider will ensure that all items are checked and tested. This is particularly important for telecare equipment which may also need to be paired and then disabled / made safe for dispatch as appropriate – e.g. by removing the battery or inserting plastic tabs to prevent activation on route. Where it is not possible to test the items at the warehouse (e.g. Nursecall installations where system is static and bespoke to home) then the driver will be provided with all necessary accessories to complete the installation.
 - x. The Provider will do all within their power to ensure that person receiving equipment and their carers are present at the agreed time in order to minimise the number of failed activities. This will include contacting addressees prior to leaving the depot, and on route, to ensure they are going to be at home
 - xi. The Provider shall allow as much time as is necessary and reasonable to ensure that the person can allow the Provider entry to the property, for example, allowing time for people who have mobility problems to answer the door. Staff should also be aware of additional sensitivity required when dealing with individuals who may be coping with stressful situations, including those who may be caring for terminally ill people or who may be recently bereaved
 - xii. The Provider will be required to install all equipment unless the Prescriber has advised them otherwise on the order
 - xiii. For telecare equipment, the Provider will carry out all installation, programming and testing in accordance with manufacturer's and Prescriber's instructions. The Provider will ensure that all linked telecare installations are completed with a test call to the monitoring centre and that this is recorded by the technician so as to provide a comprehensive audit trail. The Provider will ensure that technicians are fully trained and have the required laptop devices or similar as needed loaded with correct software for programming.
 - xiv. Should the Provider be unable to gain entry when they are at a property to make a delivery or collection, they will not leave the premises before trying to call either the person, their nominated contact, the Prescriber, or the Provider's customer service team. I.e. every effort will be made by the Provider to ensure all deliveries and collections are successful. The Provider

- must not enter any unoccupied property nor leave equipment outside a property
- xv. It is the Prescriber's responsibility to ensure that the home environment will allow for the Provider to successfully deliver and fit equipment, where this has been prescribed. The Provider will not be expected to move large pieces of furniture prior to installation
 - xvi. There may be occasions where the Provider is required to meet a clinician at a property - for example where someone needs to be hoisted out of bed to allow for the exchange of a mattress. The Provider will offer flexibility within their service provision to allow for situations such as this so that clinician time is not wasted waiting for representatives from the Provider organisation to arrive
 - xvii. Commissioners will not be charged for any failed deliveries except where an incorrect item has been prescribed or the item is refused by the person or their family carer due to personal / aesthetic reasons
 - xviii. Commissioners will not be charged for any failed collections
 - xix. Prescribers will be able to track orders in real time on the web-based system
 - xx. The Provider shall obtain a signature from the person receiving their equipment or their nominated representative as proof of delivery and as acceptance of the terms and conditions of loan which will be detailed on the delivery note that is left at the property. Commissioners may wish to explore the possibility of using photographic evidence of delivery and installation but this will not be expected on day one. It is expected that delivery notes will contain minimum personal data in order to minimise the risk of data breaches. All deliveries will include an Information Leaflet giving the person who requires equipment general information about the service, the equipment and how to return it
 - xxi. Activities will be undertaken by appropriately trained staff employed by the Provider. Staff shall wear suitable uniform and identity badge which will be visible for inspection at all times and bearing a photograph of the holder. A contact number on the badge shall be displayed to enable confirmation of their identity
 - xxii. Unless otherwise directed in writing by the Prescriber, equipment must be delivered to the address specified and to the individual nominated to accept the delivery
 - xxiii. Regarding deliveries to education establishments, the Provider shall develop robust procedures for liaison with schools in respect of activities that may need to take place outside of term time and ensure that every effort is made to accommodate the needs of the child and the school to ensure that equipment is in place for the start of the school terms. Schools may require proof of DBS clearance for any personnel needing to access school premises
 - xxiv. The Provider shall notify the Prescriber within one working day by email and text of any delay or difficulties in undertaking the requested activity
 - xxv. The Provider will collect, if requested, and recycle equipment that was originally acquired through the provision of a Direct Payment.

- xxvi. The vehicles used for transporting equipment shall be kept in a serviceable and hygienic condition. Vehicles used to provide the service shall carry the appropriate equipment for staff (eg disposable gloves, face masks, plastic equipment bags, plastic aprons, mobile phones) and there will be separate spaces for clean and dirty equipment

3.9 Delivery & Collection Service Levels

i. Deliveries:

- a. Postal items - to be despatched within one working day of receipt of order
- b. Within five working days of receipt of order – one person delivery
- c. Within five working days of receipt of order – two person delivery
- d. Next working day of receipt of order – one person delivery
- e. Next working day of receipt of order – two person delivery
- f. Same-day delivery (for hospital discharge only)
- g. Chunc Chair deliveries *
- h. Special order direct delivery from supplier to the person (barcode visit only)

* Chunc chairs are for children being discharged from hospital with hip spicas. The number of these activities each year is minimal. The Provider will be required to have a technician trained to deliver and adjust these items upon delivery

The following service levels will specifically apply to **telecare** equipment:

- i. Five day delivery and installation of up to three items
- j. Five day delivery and installation of four+ items
- k. Next day delivery and installation up to three items
- l. Next day delivery and installation of four+ items

ii. Collections:

- a. Within five working days of receipt of order – one person collection
- b. Within five working days of receipt of order – two person collection
- c. Next working day of receipt of order (only applicable in cases where people have died and relatives request swift collection, or where people are at significant risk and require alternative equipment to be swapped with existing provision)

If the person holding the equipment or their carer refuses for telecare equipment to be removed from the property, the Provider shall notify the TEC Team by email within one working day

A cut-off time of 16:00hrs will be applied in all cases whereby orders received after the cut-off time may mean they are not delivered within the original service level requested

Where a delivery and collection are undertaken at the same time to the same address, only one charge (whichever is the greatest) shall be applied

3.10 Retrieval, Recycling & Re-use

- i. The Provider shall ensure that the online ordering system allows for Prescribers to choose the appropriate loan periods :
 - > 6 weeks
 - > 3 months
 - > 6 months
 - > 12 months / long term
- ii. The Provider will employ suitably experienced clinical practitioners to undertake follow-up when the loan period expires. The Provider will work with Commissioners to agree proactive initiatives of follow-up and review of peoples needs and to maintain optimum retrieval and recycling rates – particularly in relation to high value equipment on loan
- iii. Commissioners will endeavour to inform the Provider of any deceased people in order to facilitate appropriate and timely retrieval of equipment
- iv. The Provider shall make proactive use of advertising (eg social media, posters, amnesties, leaflets) in order to prompt people to return equipment that is no longer required
- v. The Provider will ensure that all elements of an item are collected without requiring return visits – eg chargers, foot rests, TEC leads
- vi. The Provider will operate procedures that encourage people to drop off low value, single items of equipment at specified locations, including the Provider's own premises.
- vii. The Provider will build proactive relationships with housing Providers (mostly housing associations, district and city councils) to ensure equipment is retrieved prior to properties being emptied where a person has given up their tenancy or has died
- viii. The Provider will build proactive relationships with the wider community to promote the retrieval and re-use of equipment – eg working with local Household Recycling Centres
- ix. The Provider will build proactive relationships with care home Providers, and clinical teams, to ensure successful collection of equipment. Failed collections due to equipment “not available to collect” will not be chargeable to Commissioners and the Provider will undertake repeat collection attempts until the equipment is retrieved *or an agreed* “lost asset” is approved by Commissioners
- x. The Provider will clean, to the required standards, including sterilising, equipment collected from or returned by people accessing the service to

- enable its re-use. The Provider shall document cleaning systems and procedures to ensure meeting s.9 Managing Medical Devices 2015.
- xi. The Provider will ensure they have access to appropriate facilities for the disposal of cytotoxic substances eg, any medication that has been left in dispensers when collected plus the disposal of the dispensing unit. Any dispensing units that have been utilised for cytotoxic drugs will be marked with a purple sticker.
 - xii. There will be no separate cleaning or laundry charges applied to the refurbishment of either contract stock equipment or specials as it is expected that this will be incorporated into the activity charges for the contract
 - xiii. Where cost effective to do so, the Provider will service and refurbish equipment collected from, or returned by people. to enable its re-use. It is expected that, where possible, spares are harvested from scrapped items where such parts remain serviceable – this is particularly relevant in the case of modular equipment
 - xiv. The Provider may not be expected to collect low value single items where the costs of collection outweigh the credit that might be generated. However, the Provider will need to advise people about drop-off points throughout the county so that equipment can then be collected in bulk
 - xv. In cases where the Provider can refurbish an item using small consumables, these will not be charged to Commissioners but will be included in the overall activity charges for the contract
 - xvi. If a spare part is required that is going to cost more than 20% of the value of the item the part will not be ordered without first checking with the Clinical Advisor and / or Lead Commissioner.
 - xvii. The Provider will recycle and reissue equipment to a standard agreed with Commissioners. Commissioners do not expect recycled equipment to be in “as new” condition when it is reissued and will work with the Provider to ensure the local population understand the importance of accepting recycled stock whenever possible
 - xviii. No stock item of more than £50 in value will be scrapped, nor any returned specials, without first checking with Clinical Advisor and / or Lead Commissioner
 - xix. The Clinical Advisor and Lead Commissioner reserve the right to undertake regular spot checks of items that have been scrapped
 - xx. The Provider will work with Commissioners to develop promotional material that accompanies all deliveries and develop regular campaigns to promote the return and reuse of equipment and results in an exponential increase in recycling rates.
 - xxi. The Provider will allow access at all times, including unannounced visits, by representatives of commissioning organisations, for example Health & Safety and Infection Control advisors

3.11 Minor Housing Adaptations

This will apply to Cambridgeshire only as Peterborough have a separately commissioned service for the provision of minor adaptations. Annex B provides an indication of the types of minor adaptations ordered through this contract. Ideally, Commissioners would like to see all of this delivered in-house by the Provider. However, it is acknowledged that some of this work may need to be subcontracted in which case this will be discussed and agreed with Commissioners prior to any subcontracts being set up.

Assessments for minor adaptations will be undertaken, and the work prescribed, by staff from Occupational Therapy services who will place an order with the Provider. The Provider of the ICES contract will not be required to undertake any form of assessment in relation to a person's need for minor housing adaptation. No works shall be undertaken without the necessary instruction from Occupational Therapy services.

Please note: in the sub-clauses below the term "Provider" can either refer to work undertaken by the Provider, or by a contractor under a subcontract with the Provider. The Provider will be responsible for appointing competent subcontractors in accordance with the contract and ensuring that they comply with the conditions set out in this document. Subcontracting shall not relieve the Provider of any obligation or duty attributable to the Provider under the contract and the Provider shall remain responsible and liable for the acts and omissions of any subcontractors as though they were its own.

- i. The Provider will undertake minor housing adaptations to a high standard. Minor adaptations are defined as those adaptations costing less than £1,000 (excluding VAT). These may be required in owner-occupier or privately rented properties, and occasionally in housing association (HA) properties where the HA does not have their own arrangements for minor works.
- ii. The Prescriber will be responsible for securing written consent from the landlord for tenants of rented properties, and will advise the Provider of this consent.
- iii. The Provider will complete minor adaptations within 10 working days of receipt of prescription. Where minor adaptations fail to be completed within this timeframe, Commissioners will only be charged for materials.
- iv. If necessary, and on request from the Prescriber, the Provider shall undertake site visits / surveys in order to resolve technical issues prior to the work being undertaken. If this is required, the Provider will complete the work within 10 days of the site survey. Where there is a failure to complete within this timeframe, Commissioners will only be charged for materials.
- v. The Provider will provide on-line design schedules to assist Prescribers with specifications for minor adaptations which can be electronically attached to the on-line requisition
- vi. The Provider will offer a range of fixed price adaptations in order to streamline the minor adaptation process.

- vii. The Provider shall ensure that minor adaptations are undertaken with minimal disruption to the household and that any dust / debris is removed from the property at the completion of the work.
- viii. The Provider will use suitably qualified, experienced and knowledgeable technical staff.
- ix. Grab rails, and other fixed items of equipment, are unlikely to require removal and collection. In instances where this is required, the Provider will not be expected to “make-good” and will be responsible for advising the owner of the property and gaining their written consent (see also Quality & Assurance in the Community). Any holes -e.g. removal of old fixings, will be filled with appropriate sealant.
- x. The Provider’s online ordering system will have the necessary functionality to advise Prescribers of the status of their order: confirmed start date, is on site, is completed. Prescribers will be advised once the adaptation has been completed so that they can undertake their review to ensure the work meets the person’s needs.
- xi. Any queries or problems which arise in respect of the works should be discussed between the Provider and the Prescriber in the first instance. If issues cannot be resolved they shall be escalated to the Provider’s regional manager and the Commissioner of the service. Immediate health hazards shall be dealt with straight away and reported to the Commissioner.
- xii. All minor adaptation housing work will be covered by a 12 month warranty by the Provider.
- xiii. The Commissioner shall reject work and / or equipment not in accordance with the schedules / order, and shall not be held liable for any failure of the Provider to complete the work.
- xiv. The Provider shall, at all times whilst carrying out the work, adopt safe systems of work in order to protect the health and safety of their employees, the client, and all other persons including members of the public.
- xv. The Provider must ensure that all activities on site are in full compliance with all current relevant Health & Safety Legislation and any relevant building and construction legislation.

3.12 Peripheral (P) Stores

- i. The Provider will deliver and collect equipment to and from P Stores as agreed with Commissioners. There will be no more than twelve P Stores across the geographical area covered by the contract. The location of stores will be periodically reviewed by the Lead Commissioner which may result in changes which will need to be implemented by the Provider. The primary purpose of the stores is to enable access to a small range of contract stock equipment that can help to support hospital discharge and admission avoidance. There will be no stock held in P Stores that will be subject to PPM
- ii. The range and volume of equipment held in each store will be dictated by Commissioners and reviewed on a regular basis

- iii. P Stores will include a range of telecare equipment which will be dictated by the TEC Team and reviewed on a regular basis
- iv. The Provider will re-stock sub-stores based on completed sub-store replenishment requisitions. Top-up deliveries will only be allowed following approval from the Clinical Advisor / TEC Lead and Lead Commissioner
- v. The Provider will ensure that user instructions accompany all items of equipment delivered to P Stores
- vi. The Provider will be expected to work closely with the Lead Commissioner and Clinical Advisor to develop innovative solutions that improve the management of stores, particularly in relation to simple mobile requisitioning, stock control and the tracking of equipment
- vii. The P Stores will also operate as drop-off points for people and carers wishing to return equipment. The Provider will be responsible for advising people of the location of the P Stores, particularly when they may be requesting the collection of small, low value items where it is not cost effective for the Provider to collect. The Provider will collect all returned items from the P Stores on a weekly basis. Weekly deliveries to Prescriber base where the prescribed items are to be delivered, assessed and installed by the Prescriber

3.13 Planned Preventative Maintenance (PPM) and Repairs

- i. The Provider will ensure that all equipment provided under the contract is maintained in accordance with relevant legislation and manufacturer's instructions
- ii. All equipment will be subject to routine maintenance and inspection as part of refurbishment prior to issue / reissue such that all items are delivered with certified maintenance and inspections fully up to date. Inspections shall be part of the recycling process or as part of pre-planned maintenance, whichever is the sooner
- iii. The Provider will ensure that all equipment that is subject to Lifting Operations Lifting Equipment Regulations 1998 (LOLER) and Portable Appliance Testing (PAT) is kept up to date. Commissioners will not incur a charge for PPM inspections that are late due to the fault of the Provider
- iv. Regular PPM will also be required for some items of children's equipment which may not be powered but may have mechanical parts which require regular inspection to ensure the item remains safe and secure. The children's items that require this will be agreed between the Provider and a representative from children's therapy services and children's commissioning
- v. All equipment issued prior to the commencement of the contract, which is subject to PPM, shall continue to be maintained by the new Provider who will be responsible for acquiring the necessary PPM schedules from the previous Provider

- vi. Where there are multiple items at one address, the PPM dates will be aligned as much as possible so as to avoid disruption to people accessing the service
- vii. Should the Provider become aware of any misuse or abuse of any equipment issued as part of the contract, then the Clinical Advisor shall be notified within one working day by email. Any remedial actions required will be agreed between the Clinical Advisor, Commissioners and the Provider and will be reviewed and minuted at either the Prescriber's Group or the Operations Meeting

3.14 Out-of-Hours Service and Repairs Protocol

- i. "Out-of-hours" (OOH) is defined as the hours outside the working hours of the service which are 08:00hrs to 18:00hrs Monday to Friday and 08:00hrs to 16:00hrs on a Saturday. Outside these times, the Provider will operate an OOH service that means they can cover emergency breakdowns and repairs, or replacement of equipment that cannot be repaired on site
- ii. Standard deliveries and collections will not be required OOH as Prescribers will access the Peripheral stores for provision of urgent equipment
- iii. Prior to commencement of the contract, Commissioners will agree with the Provider which lines of equipment can be covered by the OOH service. This may change during the course of the contract and will be agreed in liaison with all parties
- iv. Where a repair is not urgent, and not covered by iii) above, the equipment shall be repaired or replaced during normal working hours and a non-urgent call out fee will be charged. Non-urgent repair of contract stock equipment will be undertaken within 5 working days from receipt of request for repair. It is accepted that repairs of specialist equipment may take longer
- v. Where equipment fails (that is still under manufacturer's warranty), the Provider shall make appropriate claims from the manufacturer and no charge for the repair shall be made to the Commissioners
- vi. The Provider shall warrant all repairs of recycled equipment for six months. During this period, any failure to the repair shall be addressed free of charge
- vii. Where equipment in the community fails, the Provider will repair or replace the faulty equipment and charge Commissioners the cost price of the replacement parts where these are deemed to be more than just consumables
- viii. The Provider will obtain permission from Commissioners before ordering high value spare parts for both contract stock and special equipment so as to ensure optimum cost effectiveness
- ix. Where the Provider has been given specific information about individual people (e.g. safeguarding issues) the Provider will ensure that staff have access to this information at all times

3.15 Medicines and Healthcare Products Regulatory Agency (MHRA) Notices and Product Recall

- i. The Provider will be responsible for receiving and recording all weekly MHRA hazard notices and, where they apply to community equipment, notify the Clinical Advisor and Lead Commissioner of any implications within three working days by email. A 'nil' report will be provided if the notice does not apply
- ii. Where MHRA hazard notices apply to any equipment that has been provided at any time through this contract, the Provider will draw up an action plan detailing any remedial action that will be taken, or will provide a 'nil' report if the notice does not apply
- iii. The Provider will use all reasonable endeavours in securing the costs, associated with product recall and remedial action required, from the manufacturer
- iv. The Provider will operate a robust asset management system and incident reporting protocol that adhere to local and MHRA guidelines

3.16 Compliments, Concerns and Complaints

- i. The Provider will operate a web-based system for Prescribers to feedback compliments, concerns or complaints.
- ii. The Provider will acknowledge receipt of all feedback within two working days to the person raising the feedback
- iii. Complaints will be given a severity rating, be fully investigated, remedial action put in place and feed back to Prescriber within two weeks
- iv. Complaints that are given the highest severity rating will be escalated to the Contract Manager within one working day
- v. The Provider will give on-line access to all feedback to the Lead Commissioner, Clinical Advisor and any other managers as specified by Commissioners
- vi. People who wish to provide feedback to the Provider will be enabled to do so by telephone, email or letter. The Provider's contact details will be clearly shown on all equipment labelling. All feedback from people accessing the service will be reported to Commissioners
- vii. The Provider will undertake regular surveys from people accessing the service in an accessible format with both this and frequency agreed with Commissioners
- viii. The Provider will undertake an annual Prescriber survey

4.0 General Requirements

4.1 Safeguarding

- i. The Provider will ensure that all Provider staff have been trained to comply with, support and implement Cambridgeshire and Peterborough's Safeguarding Policies and procedures, which can be found on the Councils' websites.
- ii. In all aspects of its organisation and service delivery, the Provider will ensure that it identifies and protects vulnerable children, young people and adults in accordance with its own policies and best practice. The Provider will employ staff who promote the wellbeing and welfare of people using the service at all times.
- iii. The Provider will undertake DBS checks on all staff and renew them in line with standard practice. Staff having direct contact with people accessing the service shall have enhanced DBS checks whilst staff not in direct contact with people may have a standard DBS check. If the Provider becomes aware of any employee having committed an offence since the DBS check, the employee shall be excluded from delivering any part of the service.

4.2 Competent and Skilled Workforce

- i. The service will be led by a full time on-site service manager
- ii. The Provider will ensure that there are sufficient levels of staff at all times and that they are competent, prepared, trained, supported, respected and provided with opportunities to develop their skills and experience in relation to all aspects of the contract.
- iii. Provider staff in customer facing roles must be able to fulfil all spoken aspects of the role with confidence through the medium of English and be prepared to communicate effectively with people from all backgrounds and communities. Customer facing roles are those where an intrinsic and regular part of the role is to communicate with members of the public, customers etc. whether face to face or on the telephone.
- iv. The Provider will observe best practice in recruitment, selection and training and will operate the appropriate procedures and policies for the proper employment, management and care and supervision of its staff.
- v. The Provider will ensure there is appropriate oversight and administration in place to manage performance in an auditable way – for example, annual personal development plans for all staff.
- vi. The Provider will be responsible for all costs associated with DBS checks.
- vii. The Provider shall ensure that its staff do not discriminate against anyone on the basis of race, religion, gender, disability, age or sexual orientation or any Protected Characteristics as defined under the Equality Act 2010. The Provider's policies will detail how it will take steps to prevent any such unlawful discrimination.
- viii. The Provider's staff will be trained as trusted assessors where this is specifically requested and required by the Commissioners.
- ix. The Provider's customer care team will be expected to have a basic knowledge of contract stock equipment on the contract in order to respond

appropriately to queries and issues raised by either Prescribers or people and their carers

- x. The Provider will ensure their staff receive training in the following areas (as a minimum) and will allow Commissioners access to training records on request as part of audit and contract management processes:
 - For driver technicians (DT's) – Technical knowledge relating to the full range of equipment issued through the contract, ie it is expected that all DT's will be trained to deliver and install all lines on the contract, including a team of technicians responsible for TEC.
 - Business Continuity
 - Control of Substances Hazardous to Health (COSHH)
 - Data Protection & Information Governance (GDPR)
 - Equality & Diversity
 - First Aid
 - Health & Safety
 - Infection Control
 - Moving & Handling of Loads
 - Risk Management
 - Safeguarding

* The term “staff” means any personnel involved in the delivery of the service, which includes paid staff, volunteers and apprentices

4.3 Data Protection & Confidentiality

- i. The Provider shall comply with any notification requirements under the Data Protection Act 2018 (DPA) and observe all their obligations under this and the United Kingdom General Data Protection Regulations (UK GDPR) which arise in connection with the contract.
- ii. The Provider will ensure that any Special Category Personal Data and confidential information is always kept securely and processed in line with the requirements of DPA, UK GDPR and the contract. The Provider shall treat any personal data as confidential and safeguard it accordingly.
- iii. The Provider will engage with the Lead Commissioner to document processes for sharing information.
- iv. Consent, from people accessing the service, for their data to be shared with the Provider will be provided at the point they are set up on the system as a new user. The Provider's system will need to have the functionality for this to be recorded.
- v. Data processing provisions will be detailed in the contract

4.4 IT System for Requisitioning

- i. The Provider will operate an IT system that delivers:
 - Migration of data from previous Provider
 - Online portal for web-based requisitioning of equipment with email orders as back up only
 - Tracking of requisitions in real time
 - Secure requisitioning mobile app that enables the service to be accessible from a smart phone
 - Online equipment catalogue with searchable database for stock items and returned specials with clear images that meets visual accessibility standards eg, W3CWA <https://www.w3.org/WAI/fundamentals/accessibility-principles/#distinguishable>
 - Supplier and manufacturer details of all stock items
 - User instructions for all stock items that can be downloaded by Prescribers
 - Training and support for Prescribers – to include interactive on-line functionality with the ability for local information to be added as required
 - Details of original supplier of returned specials including access to a copy of the original quote used when the item was purchased new
 - Details of original Prescriber of returned specials, i.e. when the item was new (this needs to show Prescriber PIN and Cost Centre)
 - Raising of feedback – complaints and compliments
 - Delivery route planning with timed delivery slots
 - Storage of documentation to support Prescriber training and guidance
 - Real time activity data, particularly in relation to stock levels
 - Online portal for people:
 - To request collection of equipment
 - To view the record of equipment at their property
 - To view the PPM record of equipment at their property
 - To view and download user instructions for equipment at their property
- ii. The online catalogue will include, as a minimum:
 - Items displayed and arranged by sub group within a category and displayed in such a way that facilitates ease of ordering for the Prescribers
 - Picture/s of the item
 - Product code
 - Web links to manufacturer's user instructions for each item, including links to manufacturers videos where these are available and detailed specifications such as dimensions, risk issues etc.
 - Maximum user weight

- CTE
- Whether item has been discontinued
- Contract price
- Locally agreed product name and descriptions agreed with Clinical Advisor
- Stock level (ie on the shelf, available to order)
- Returned special equipment to include a history of the item and any authorisation levels required (to be agreed with Commissioners)
- Assessment equipment

The exact content and wording of web pages will need to be agreed with the Clinical Advisor (or the TEC Team for telecare equipment) before the pages go live.

- iii. The Provider shall maintain online records for all people accessing the service. This will be visible on a single web page and will include:
 - Title
 - Surname
 - Forename
 - Address, plus alternative delivery address, if this is different
 - Postcode
 - Tenure
 - Landline phone number for person who requires equipment and family / carer if appropriate
 - Mobile phone number for person who requires equipment and family / carer if appropriate
 - Date of birth
 - Active / deceased
 - Gender
 - Ethnicity
 - GP
 - NHS Number
 - Social services number
 - Accurate client history of all the equipment, minor adaptations and PPM. It is particularly important that the 'at property' record is accurate and the Provider will be expected to update this record at any time if advised by the Prescriber that it is incorrect
- iv. Mandatory fields will be agreed with the Lead Commissioner during the contract set-up and will be reviewed on a regular basis
- v. The Provider will merge any duplicate records
- vi. The Provider must ensure that the system is fully compliant with IT standards and is compatible with local authority and NHS systems and standards and incorporates security systems that are fully compliant with United Kingdom General Data Protection Regulations (UK GDPR)

- vii. The website will include information about the service which can be downloaded, where necessary, by the Prescribers – for example, user guides, processes and procedures, prescribing criteria, minor adaptation schemes
- viii. People's records will be kept by the Provider for the duration of the contract and will become the property of the Commissioners at the termination of the contract at no extra cost to the Commissioners
- ix. The system will be accessible to Prescribers via a secure Personal Identification Number (PIN) and password, and will need to be user friendly so that it is accessible to Prescribers with varying degrees of IT skill.
- x. The PIN set-up process will be agreed between the Commissioner and Provider and will need to allow for accurate reporting of activity by individual PIN holders, or teams
- xi. The Provider will deliver comprehensive on-line training in the requisitioning system and on line catalogue prior to PIN numbers being issued to Prescribers. This training will include testing functionality and will allow for local content to be added as required by Commissioners
- xii. The Commissioner may request changes to the system from time to time which will be categorised as either 'urgent' or 'routine'. The Provider shall implement 'urgent' changes within 2 weeks of request from the Lead Commissioner and / or Clinical Advisor and 'routine' changes within 2 months of request from the Lead Commissioner. Whether a request is 'urgent' or 'routine' will be determined at the point of request
- xiii. The emailing of client identifiable data must utilise secure systems. Both **.gov** and **nhs.net** email addresses are deemed to be secure for the transmission of client identifiable data
- xiv. The Provider will transmit management information reports via a separate secure portal which is only accessible to named individuals from the commissioning organisations who have been provided with PIN and password access
- xv. The Provider must be able to offer people the facility to communicate with them via email or text if this is their preference

4.5 Accessibility

- i. The Provider shall ensure that it is sensitive to the needs of all people accessing the service and facilitate their access to information in alternative formats, appropriate to the individual and their preferred method of communication. The Provider will ensure that written information about the service, and the equipment, is readily available.
- ii. The Provider will ensure that it has effective access to interpreting and translation services in order to meet the communication needs of those whose first language is not English.
- iii. The Provider will ensure that their premises are fully accessible to people with a range of needs, as per paragraph 3.3.

4.6 Collaboration

The Provider will demonstrate a multi-faceted approach to engaging and collaborating with a number of different stakeholders in order to enhance the service provision. These will include:

- People who use the Service, carers and families
- Local NHS trusts
- Local authorities
- GP's
- Hospices
- Care Homes & Nursing Homes
- Housing Associations
- The Cambridgeshire Fire & Rescue Service
- Local retail outlets
- Libraries
- District Council household waste recycling centres and bulk collection services

4.7 National & Local Policy

The Integrated Community Equipment Service being commissioned is in direct relation to the statutory requirements of the following national legislation:

- The Care Act 2014
- The Children's Act 1989
- Children & Families Act (2014)
- National Health Service Act (2006)
- Chronically Sick and Disabled Person's Act (1970)
- Delayed Discharges Regulation 2003

Additional key legislation includes the Equality Act 2010, and the Public Services (Social Value) Act 2012

The implications of the NHS Long Term Plan is also highly relevant in relation to this service. The Provider should familiarise themselves with key local strategies which will also inform their delivery of the service.

Locally, the NHS 10-year The local authorities' Think Communities approach <https://www.cambridgeshire.gov.uk/asset-library/imported-assets/Think%20Communities%20Approach.pdf>

The Local Joint Forward plan and Local Strategic Commissioning Plan

[Our Joint Forward Plan | CPICS Website](#)

[Our Strategic Commissioning Plan | CPICS Website](#)

Local Offer - Cambridgeshire

<https://www.cambridgeshire.gov.uk/residents/children-and-families/local-offer/local-offer-care-and-family-support/equipment-and-occupational-therapy>

Local Offer – Peterborough

<https://fis.peterborough.gov.uk/kb5/peterborough/directory/localoffer.page?familychannel=8>

<https://fis.peterborough.gov.uk/kb5/peterborough/directory/site.page?id=7zjyJFnjAiQ>

<https://fis.peterborough.gov.uk/kb5/peterborough/directory/site.page?id=5JfUII4UJ2I>

Cambridgeshire & Peterborough Joint Strategic Needs Assessment (JSNA)

<https://cambridgeshireinsight.org.uk/jsna>

4.8 Standards and Quality Assurance

The Provider shall have a clear set of policies and procedures to support good practice and meet the requirements of legislation, which are kept up to date, and monitored as part of its quality assurance process. Specifically, the Provider will:

- i. Ensure that all goods and materials used in the execution of the service shall conform to the appropriate service specification and the British Standards Institution (BSI) standards (or equivalent)
- ii. Set up and maintain a quality assurance system agreed by the Lead Commissioner in accordance with ISO 9000:2000 series or approved equivalent
- iii. Develop complementary procedures to enhance the service provided in addition to the standards required to meet the ISO criteria
- iv. Include the above documents within the documented quality system. As such, they will be subject to third party audit. These procedures will cover, but not be limited to:
 - o Disposal and scrapping of equipment
 - o Deliveries to, and collections from, people who use the Service
 - o Deliveries to, and collections from, peripheral stores
 - o Planned Preventative Maintenance (PPM)
 - o Cleaning, decontamination and recycling
 - o Infection control
 - o Complaints procedure
 - o Receipt of goods from suppliers
- v. The Lead Commissioner may, from time to time, agree with the Provider relevant additional quality standards to be met. The Provider shall ensure

- that the service provided conforms to standards of good practice that demonstrate a person-centred service, sound financial and resource management, communications, internal audit and continual development
- vi. The Provider shall afford Commissioners, and their representatives, such access as necessary to audit standards, activities and outcomes of the service. Such audits will take place at least once a year but will be informed by regular performance monitoring
 - vii. The Provider will have their own audit process and the results of any internal audits will be shared with Commissioners
 - viii. The Provider will undertake regular satisfaction surveys via a format and process agreed with the Lead Commissioner. These will relate to not only to how people found the performance of the service but also identify what outcomes have been achieved for the person through the provision of equipment or minor adaptation
 - ix. The Provider shall operate a culture of continuous improvement throughout the duration of the contract. In addition to the specific provisions set out in this Service Specification the Provider shall identify and report to the Lead Commissioner and Clinical Advisor any issues, gaps and blocks to delivery of the service. These will be monitored through a range of regular meetings. These will include (but not limited to):
 - Operations Meetings – at least once a month but more often if deemed necessary. These meetings will be led by the Clinical Advisor and minuted by the Provider with clear action logs available within two working days of the meeting
 - Prescribers Equipment Group – at least once a quarter. These meetings will be chaired by the Clinical Advisor and will offer a forum for front line Prescriber representatives to be involved in service developments
 - TEC Operations Meeting – at least once a month. These meetings will specifically focus on the TEC service, both operational issues as well as service developments
 - Children's ICES Meeting – once a quarter. These meetings will specifically focus on the delivery of services for children and young people and will combine commissioning discussions followed by operational issues
 - x. Where the Provider is responsible for fitting, installing or removing equipment or adaptations in the persons home, the Provider shall leave the premises in a clean and tidy condition and ensure that people undergo the minimum disruption necessary whilst the Provider's staff undertake the activities necessary. All waste and packaging will be removed by the Provider, unless otherwise instructed
 - xi. The Provider will rectify, back to the original condition, any damage caused by the Provider's staff, or any subcontractor commissioned by the Provider. The costs of any repair will be borne by the Provider. Should the need arise, then the Lead Commissioner will appoint an officer to arbitrate on behalf of the person accessing the service or organisation to which the damage occurred to ensure satisfactory resolution of the situation. Commissioners

will not be held liable, financially or otherwise, for any damage caused by the Provider or any subcontractor that the Provider commissions in respect of this service.

- xii. The Provider may be required to move or reposition peoples furniture as is necessary to undertake the tasks requisitioned but, in the majority of cases, it is expected that Prescribers will instruct people who use the service and carers to arrange for this to be done in advance of the Provider's arrival
- xiii. The Provider shall regularly inform and remind their staff that in no circumstances are they to accept, from people who use the service, gratuities or gifts arising out of the performance of their duties under the contract

4.9 Retail opportunities

- i. The Provider will operate an online portal for advice, assessment and self-purchase opportunities for people and organisations who wish to purchase equipment independently of the contract

4.10 Social Value

- i. The Provider will be expected to devise and offer added social value to both Cambridgeshire and Peterborough throughout the contract period. This may include, but not be limited to:
 - Employment of people with disabilities
 - Apprenticeships
 - Wider partnerships with voluntary and community sector communities, including securing relationships with organisations that can facilitate re-use of obsolete equipment for people in the developing world
 - Opportunities for care leavers

4.11 Environmental considerations

The Provider will be expected to contribute to the local authorities' ambition to become carbon neutral and will therefore be asked to demonstrate what measures it will take in the operation of the service to reduce its carbon footprint.

The Provider will be expected to demonstrate that it is working towards carbon neutrality as part of its green agenda.

4.12 Business Continuity

The Provider will be required to submit a comprehensive business continuity plan for the service to the Lead Commissioner within 14 days prior to the

commencement date of the contract. Regular updates to the plan will be provided to the Lead Commissioner at least annually to ensure service continuity throughout the lifetime of the contract

4.13 Service Developments & Contract Variations

It is necessary for all parties to recognise that needs and demands can change over the lifetime of the contract. Therefore, during the contract period, the Lead Commissioner may wish to consider potential service developments or additions to the contract. These might include (but are not restricted to):

- Rental, and rent-to-buy options
- Integration across Commissioners case management I.T. systems (both NHS and local authority)
- Wider Occupational Therapy assessment functions
- Other clinical services – e.g. continence service

In the event that any service developments are pursued in the future, then the options and possibilities will be explored with the Provider and may be subject to variation of the contract.

4.14 Payments

The Provider shall submit to PCC (as the contracting party on behalf of both local authorities) separate invoices for the services delivered (i) in Peterborough and (ii) in Cambridgeshire, which shall contain details of the Services provided for the preceding month, together with such further details and/or supporting documentation as may be required.

Payment by PCC will be made within 30 days following submission by the Provider of an undisputed VAT invoice.

The Provider shall ensure that any suppliers and sub-contractors engaged in the provision of the service are paid by the Provider within 30 days of receipt of a valid undisputed VAT invoice by the Provider

4.15 Contract Set-Up

The Provider will employ a Contract Implementation Manager to coordinate the implementation and set up of the new contract. This will be particularly important if the new Provider is not the incumbent.

Existing contract stock equipment in the warehouse shall be made available for subsequent handover or transfer to any new Provider at a price mutually agreed between the incoming and outgoing Provider. The Commissioners shall not be financially liable or responsible for any contract stock equipment on site at the end of the existing contract.

The incoming Provider will, in consultation with Commissioners, make arrangements to accommodate equipment which is not directly owned by the Provider – i.e. non-contract specials.

The Provider will adopt a protocol that ensures all equipment issued under the previous contract, and which is subject to Planned Preventative Maintenance (PPM), will continue to be maintained and serviced in accordance with manufacturer's instructions and relevant standards and legislation.

Any costs incurred through the transportation of equipment from existing to new warehouse will be borne by the new Provider.

The mobilisation of the contract will be subject to the phases outlined under Section 1 of the Specification with services and provision provided in accordance with this.

4.16 Contract Monitoring

The Provider will issue the required performance report on a monthly basis by the 10th working day of the following month. The Provider will be required to report against a number of Key Performance Indicators (See Annex B)

Detailed Management Information will be transmitted in a secure format in line with UK GDPR

Separate Management Information will be required for Cambridgeshire and Peterborough and will need to be generated using client postcode data. Providers will be advised, during contract set-up, of which postcode areas should be used for Cambridgeshire, and which for Peterborough.

There will be quarterly Contract Monitoring Meetings which will be held at the Provider's premises and / or by virtual means, e.g. Microsoft Teams. These meetings will:

- Monitor and evaluate performance of the contract against KPIs
- Agree any remedial action plans required
- Monitor compliments, concerns and complaints
- Consider any financial or operational issues

There will be Operations Meetings on, at least, a fortnightly basis. These will be chaired and minuted by the Provider. These will cover:

- Staffing changes
- Operational performance
- Detail and actions following complaints
- Stock control issues
- CTEs and new products
- Review of any Safeguarding issues
- Current action plans relating to MHRA alerts and failed equipment issues
- Current action plans relating to infection control and health & safety

4.17 Management Information (MI) Reporting

The Provider will issue detailed monthly MI data for both Cambridgeshire and Peterborough and generated on calendar months. MI data will include the following reports as a minimum:

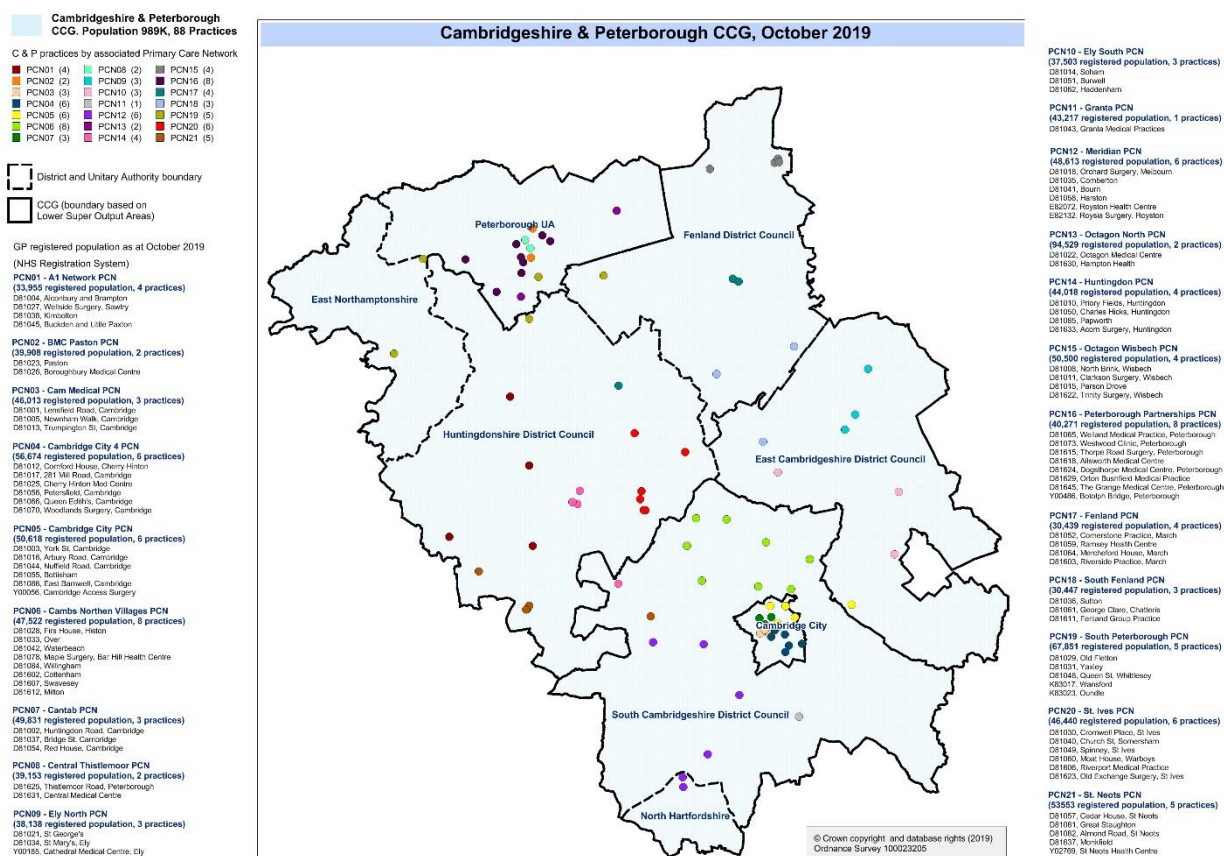
- All activity invoiced in month
- Number of clients in receipt of equipment in month
- Items in the Community
- Out of Stock report (note definition of OOS in KPI Schedule)
- Special orders report
- Minor Adaptation activity
- Peripheral stores activity
- Reports by teams as required by Commissioners
- Recycling report
- Scrap report
- Top 20 items requisitioned – by value and volume
- Failed (ie out of time) activity analysis with reason codes
- Compliments, concerns and complaints

Upon request from Commissioners, the Provider will issue a 'Usage Report' – i.e. the number of issues of each stock item within a defined period. These reports will be required on, at least, an annual basis and will include:

- Product code of item
- Name of item (as described in on-line catalogue)
- Number issued in the defined time period
- Number collected in the defined time period
- Number purchased in the defined time period
- Item cost
- Supplier / manufacturer

Annex A

ICB footprint map (formerly CCG)



1. Phase 1 – Urgent Equipment

Material	Description	Contract Category	Contract Subcategory
M48192	BED RAIL 2 in 1	BED EQUIPMENT	BED ACCESSORIES
P94367	GRAB HANDLE community bed	BED EQUIPMENT	BED ACCESSORIES
S22479	STANDARD BEDSTICK MK2	BED EQUIPMENT	BED ACCESSORIES
M85589	BED RAIL Parnell Premier	BED EQUIPMENT	BED ACCESSORIES
L63411	FALL OUT MAT	BED EQUIPMENT	FALL OUT MAT
M53345	PERCHING STOOL modular	HOUSEHOLD	STOOLS
L29877	BUCKINGHAM CADDY BULK	MOBILITY	Accessories
Q04622	PLUS SIZE dbl adj elbow crutch	MOBILITY	CRUTCHES
M47769	HEAVY DUTY dbl adj elbow crutch	MOBILITY	CRUTCHES
F18141	ELBOW CRUTCH long	MOBILITY	CRUTCHES
L29294	EXTRA LONG dbl adj elbow crutch	MOBILITY	CRUTCHES
L65808	COMFY HANDLES elbow crutch	MOBILITY	CRUTCHES
F18153	WALKING FRAME Medium std width	MOBILITY	WALKING FRAME STANDARD
F18165	Walking Frame Large std width	MOBILITY	WALKING FRAME STANDARD
H62301	WALKING FRAME Small std width	MOBILITY	WALKING FRAME STANDARD
N22525	WALKING FRAME Wheeled 30% - 34¾"	MOBILITY	WALKING FRAME WHEELED
L21672	SMALL walking frame wheeled	MOBILITY	WALKING FRAME WHEELED
L21684	MEDIUM walking frame wheeled	MOBILITY	WALKING FRAME WHEELED
L21696	LARGE walking frame wheeled	MOBILITY	WALKING FRAME WHEELED
P35788	PLUS SIZE walking frame	MOBILITY	WALKING FRAME WHEELED
H87115	WALKING STICK height adj	MOBILITY	WALKING STICKS
N04444	WALKING STICK Ergo handle left	MOBILITY	WALKING STICKS
N04456	WALKING STICK Ergo handle right	MOBILITY	WALKING STICKS
M86703	STAND AID Oxford Journey	MOVING & HANDLING	ELECTRIC STAND AID
P90350	MOBILE HOIST Oxford Midi 180	MOVING & HANDLING	HOISTS
N06246	GANTRY SYSTEM Easifit	MOVING & HANDLING	HOISTS
S20665	CP200 PORTABLE TRACK HOIST	MOVING & HANDLING	HOISTS
N06374	ETAC BASE SHEET	MOVING & HANDLING	SLIDE SHEETS
P19850	ETAC DRAWSHEET long	MOVING & HANDLING	SLIDE SHEETS
N06362	ETAC DRAWSHEET medium	MOVING & HANDLING	SLIDE SHEETS
N26221	4 WAY GLIDE BED SYSTEM	MOVING & HANDLING	SLIDE SHEETS
S11329	ETAC BASE SHEET FOR PLUS SIZE BED	MOVING & HANDLING	SLIDE SHEETS
S58127	ETAC DRAWSHEET FOR PLUS SIZE BED	MOVING & HANDLING	SLIDE SHEETS
P23403	SLIDE SHEET small	MOVING & HANDLING	SLIDE SHEETS
P23440	SLIDE SHEET medium/wide	MOVING & HANDLING	SLIDE SHEETS

P23427	SLIDE SHEET medium	MOVING & HANDLING	SLIDE SHEETS
P23439	SLIDE SHEET large	MOVING & HANDLING	SLIDE SHEETS
M23493	SLIDE SHEETS flat pair	MOVING & HANDLING	SLIDE SHEETS
M88979	AIRFLOW GLOVE SLING size 6	MOVING & HANDLING	Slings Care & Independence
M88980	AIRFLOW GLOVE SLING size 7	MOVING & HANDLING	Slings Care & Independence
M88992	AIRFLOW GLOVE SLING size 8	MOVING & HANDLING	Slings Care & Independence
M89005	AIRFLOW GLOVE SLING size 9	MOVING & HANDLING	Slings Care & Independence
S39248	GLOVE DIAMOND size 6	MOVING & HANDLING	Slings Care & Independence
S39259	GLOVE DIAMOND size 7	MOVING & HANDLING	Slings Care & Independence
S39261	GLOVE DIAMOND size 8	MOVING & HANDLING	Slings Care & Independence
S39273	GLOVE DIAMOND size 9	MOVING & HANDLING	Slings Care & Independence
S24725	HYBRID SLING small	MOVING & HANDLING	Slings Comfort Value
S24737	HYBRID SLING medium	MOVING & HANDLING	Slings Comfort Value
S29942	UNIVERSAL SLING medium	MOVING & HANDLING	Slings Comfort Value
S29954	UNIVERSAL SLING large	MOVING & HANDLING	Slings Comfort Value
S41851	HYBRID SLING large	MOVING & HANDLING	Slings Comfort Value
S41863	HYBRID SLING X-large	MOVING & HANDLING	Slings Comfort Value
S49047	UNIVERSAL SLING small	MOVING & HANDLING	Slings Comfort Value
S60481	UNIVERSAL SLING XL	MOVING & HANDLING	Slings Comfort Value
N04316	THORAX SLING MiniLift L	MOVING & HANDLING	Slings Stand Aid
N04328	THORAX SLING MiniLift M	MOVING & HANDLING	Slings Stand Aid
N04339	THORAX SLING MiniLift S	MOVING & HANDLING	Slings Stand Aid
M83520	TRANSFER AID Sara Steady	MOVING & HANDLING	TRANSFER AID
P70179	MOLIFT RAISER PRO	MOVING & HANDLING	TRANSFER AID
L21143	TRANSFER BOARD curved	MOVING & HANDLING	TRANSFER BOARDS
S24257	TRANSFER BOARD wooden	MOVING & HANDLING	TRANSFER BOARDS
M24370	STANDING SLING standaid L	MOVING & HANDLING	Slings Stand Aid
F21814	STANDING SLING standaid M	MOVING & HANDLING	Slings Stand Aid

F21826	TRANSPORT SLING standard M	MOVING & HANDLING	Slings Stand Aid
M24394	TRANSPORT SLING standard L	MOVING & HANDLING	Slings Stand Aid
M75559	MEDLEY ERGO bed with rails	NURSING	Beds
N35817	LOW BED Medley Ergo	NURSING	Beds
M89091	LONGER Ergo Medley Bed Rails Pair	NURSING	Beds
M86818	MEDLEY ERGO extension kit	NURSING	Beds
M15733	BUMPERS Ergo Medley Pair	NURSING	Beds
N26233	LONGER Bumpers Ergo Medley Pair	NURSING	Beds
S01476	INFILL BLOCK for plus size bed	NURSING	PLUS SIZE BEDS & ACCESSORIES
N26609	MATTRESS hybrid plus size	NURSING	PLUS SIZE BEDS & ACCESSORIES
M53825	INFILL BLOCK for plus size bed	NURSING	PLUS SIZE BEDS & ACCESSORIES
N04481	MATTRESS Harvest Reflect 1200	NURSING	PLUS SIZE BEDS & ACCESSORIES
S11330	MATTRESS Star II plus size	NURSING	PLUS SIZE BEDS & ACCESSORIES
P82638	X'PRESS bed extension	NURSING	PLUS SIZE BEDS & ACCESSORIES
P82614	X'PRESS BED plus size	NURSING	PLUS SIZE BEDS & ACCESSORIES
P82626	X'PRESS side-rails	NURSING	PLUS SIZE BEDS & ACCESSORIES
P82651	X-PRESSBED GRAB HANDLE	NURSING	PLUS SIZE BEDS & ACCESSORIES
S21426	X'PRESS bumpers ¾ rails	NURSING	PLUS SIZE BEDS & ACCESSORIES
P03374	EHOB CUSHION - PLUS SIZE	NURSING	PRESSURE RELIEF
S00101	EHOB MATT O/LAY DBLE/PLUS SIZE	NURSING	PRESSURE RELIEF
P15844	EHOB MATTRESS OVERLAY WITH PUMP	NURSING	PRESSURE RELIEF
P73066	EHOB POSITIONER	NURSING	PRESSURE RELIEF
S27829	EHOB RISE RECLINER PAD long	NURSING	PRESSURE RELIEF
P03362	EHOB STANDARD CUSHION	NURSING	PRESSURE RELIEF
S20343	HEAL UP protection boot	NURSING	PRESSURE RELIEF
P11498	MATTRESS Softform Premier	NURSING	PRESSURE RELIEF
M65670	HYBRID MATTRESS ACTIVE Prem 2	NURSING	PRESSURE RELIEF
S35656	MATTRESS Domus Auto Plus	NURSING	PRESSURE RELIEF
L39949	CUSHION Lowzone Switch	NURSING	PRESSURE RELIEF
P16952	PROPAD CUSHION 17x17"	NURSING	PRESSURE RELIEF
L14497	SUCTION MACHINE Laerdal	NURSING	SPECIALIST HEALTH EQUIPMENT
L18491	CATHETER BAG STAND	NURSING	URINALS
N04479	MATTRESS INFILL	NURSING	Beds
F19613	BLANKET CRADLE	NURSING	BED CRADLES
N04493	MATTRESS Short oversize	PAEDIATRIC	Beds
M88899	GLOVE TUX PLUS SLING size 5	PAEDIATRIC	Slings
N41180	GLOVE TUX PLUS SLING size 2	PAEDIATRIC	Slings
N41192	GLOVE TUX PLUS SLING size 3	PAEDIATRIC	Slings
N41209	GLOVE TUX PLUS SLING size 4	PAEDIATRIC	Slings
N41210	IN CHAIR GLOVE SLING size 2	PAEDIATRIC	Slings

N41222	IN CHAIR GLOVE SLING size 3	PAEDIATRIC	Slings
N41234	IN CHAIR GLOVE SLING size 4	PAEDIATRIC	Slings
N41246	IN CHAIR GLOVE SLING size 5	PAEDIATRIC	Slings
P81839	JUNIOR profiling bed	PAEDIATRIC	Beds
P81877	JUNIOR BED mesh bumpers	PAEDIATRIC	Beds
F18943	LANGHAM adj. chair raiser	RAISERS	CHAIR RAISERS
m03524	MORRIS & ALEXANDER extender bar	RAISERS	CHAIR RAISERS
M67435	ALEXANDER disc raiser	RAISERS	CHAIR RAISERS
M67447	ALEXANDER flat plate	RAISERS	CHAIR RAISERS
N19812	ALEXANDER round cup	RAISERS	CHAIR RAISERS
N90592	MORRIS r&r chair raiser	RAISERS	CHAIR RAISERS
P58582	RISER & RECLINER ATTACHMENT	RAISERS	CHAIR RAISERS
P58922	ALEXANDER univ raiser MK2	RAISERS	CHAIR RAISERS
N87714	ALEXANDER square cup small	RAISERS	BED RAISERS
N87726	ALEXANDER square cup large	RAISERS	BED RAISERS
F18864	COMMODE adjustable height	TOILETING	COMMODES
N83927	COMMODE plus size	TOILETING	COMMODES
M53163	RAISED TOILET SEAT 50mm/2"	TOILETING	RAISED TOILET SEAT
M53175	RAISED TOILET SEAT 100mm/4"	TOILETING	RAISED TOILET SEAT
P64799	RAISED TOILET SEAT 150mm/6"	TOILETING	RAISED TOILET SEAT
Q14986	RAISED TOILET SEAT 50mm/2"	TOILETING	RAISED TOILET SEAT
Q14998	RAISED TOILET SEAT 100mm/4"	TOILETING	RAISED TOILET SEAT
M00870	TOILET FRAME H+W adj freestand	TOILETING	TOILET FRAMES
M66625	TOILET SEAT+FRAME freestanding	TOILETING	TOILET FRAMES
M48805	TOILET SEAT+FRAME Xwide freestand	TOILETING	TOILET FRAMES
S11287	TOILET SEAT+FRAME freestanding	TOILETING	TOILET FRAMES
P23038	TOILET FRAME H+W adjustable	TOILETING	TOILET FRAMES
L88819	BED PAN Slipper	TOILETING	URINALS
L14459	BED PAN Standard	TOILETING	URINALS

2. Ongoing Equipment Requirements

Threshold ramps

Door entry ramps (900 – 2100 in length) and accessories

Half Steps and handles

Keysafe

Bath and shower boards

Bath seats

Bath steps

Powered bath lift

Shower stool (free standing and wall mounted)

Shower chairs (static and attendant propelled)

Combined wheeled commode and shower chair with SP wheel kit
Tilt in space shower chair and accessories
Swivel bather
Bed grab handles (4 types)
Fall out mat
Pillow lifter
Mattress elevator + handles
Postural Support Seating (adults) + accessories
Perching stool
Trolley (2)
4 wheeled walkers
Walking frames – various sizes, wheeled and walking
Crutches, Walking sticks and tripods
Forearm/gutter frames
Buckingham Caddies
Hoists Mobile ; Standing (x2); Bed head hoist; Gantry hoists – free standing and Easyfit
Slings assorted sizes and styles including Paediatrics
Slidesheets – assorted including In-bed repositioning systems –
Rota stand
Standing patient turner
Seated patient turner
Transfer/sliding boards
Community profiling beds (adult) standard and low + rails/bumpers etc
Plus size community profiling bed + rails/bumpers etc
Mattresses – foam, hybrid and dynamic, standard and plus size
Overlays – foam and static air
Cushions, foam, static air and dynamic
Heel protectors – fabric, static air
Bed cradles
Over bed tables
Urinals and bed pans

Suction machines

RAILS Grab rails – various sizes, Drop down rails, banister support rails

Furniture raisers (chair and bed) plus a range of accessories

Commodes – static, wheeled and plus size

Toilet frames, with and without seats, with floor fixing kits.

Raised toilets seats

Chemical toilet and stand

Paediatrics

Bath supports / seats and stands

Wheeled Shower chairs

Junior beds and pressure care + accessories

Postural support seating

Toileting chair

Technology Enable Care

A range of stand alone and connected telecare items, sensors, leads and accessories.

Recycled specials- up to 400 items including plinths, safe space style cots, turn beds, plus size beds, pressure care, hoists, adult standing frames, adult seating, paediatric seating, standing frames and walkers

Minor housing adaptations

Contract items

- Grab rail installation
- Bannister rail installation
- Drop down rail installation
- Floor fixed rail installation
- Installation of wall mounted shower seats
- Ground fixing of contract half steps and ramps

Special order minor adaptations

- Floor to ceiling pole installation

- Additional and/or raised electrical sockets
- Internal door rehanging
- Removal of internal thresholds
- Small plumbing jobs (occasional)
- Bespoke half steps (build and install)
- Bespoke multiple steps (build and install)
- Part M compliant ramps under £1000 (build and install)
- Supply and install toilet plinth

Key Performance Indicators

Phase 1 and 2: – Emergency and Urgent Transfer and Transition

KPI	Description	Target	Reporting frequency (Provider)	Consequences of breach
Delivery of Outcomes				
1	All Prescribers have access to a web-based system to order equipment deemed to be urgent under Annex B.	100%	Weekly	
2	All Prescribers have received support and training in the use of web-based systems within 1 month of the contract commencing	100%	Fortnightly	
Availability of Contract Stock Equipment				
3	All Urgent Equipment lines are in stock defined under Annex B. “In stock” is defined as the number of items on the shelf is greater than the volume of orders received	95%	Weekly	No delivery charge will be applied to <u>any</u> orders delivered late due to being out of stock. Any order that includes a key urgent stock line that is delivered outside the service level required for that order will generate a credit of £10 over and above the nil activity charge.
4	Facilitation of provision of equipment where the needs of a person have been deemed by the ICES Clinical Lead as urgent and critical will be completed within 24 hours (extending to 48 hours during the urgent phase).	95%	Weekly	

Special Equipment

5	Arrange for storage and maintenance of all Special Equipment owned by the Council at the point the Special Equipment becomes available for collection or transfer	100%	Fortnightly
---	---	------	-------------

Activity Service Levels

6	In-time completion of deliveries for Urgent Equipment specified under Annex B (same day, next day and five day)	95%	Weekly
7	In-time completion of collections (next day and 5-day)	95%	Weekly

Recycling

8	Stock recycled and returned to shelf (by value)	90%	Monthly	Failure to meet KPI over 3 consecutive months will require the Improvement Action Procedure (clause 24A of contract) to be invoked.
---	---	-----	---------	---

Transition

9	Within 2 months of the contract commencing, provision of equipment deemed to be non-urgent within Annex B has increased.	50%
10	Within 4 months of the contract commencing, provision of equipment deemed to be non-urgent within Annex B has increased.	80%
11	Within 6 months of the contract commencing, provision of all equipment under Annex B is made available.	100%

Specials – To be delivered within 5 days of being received into the warehouse, or delivered directly if appropriate

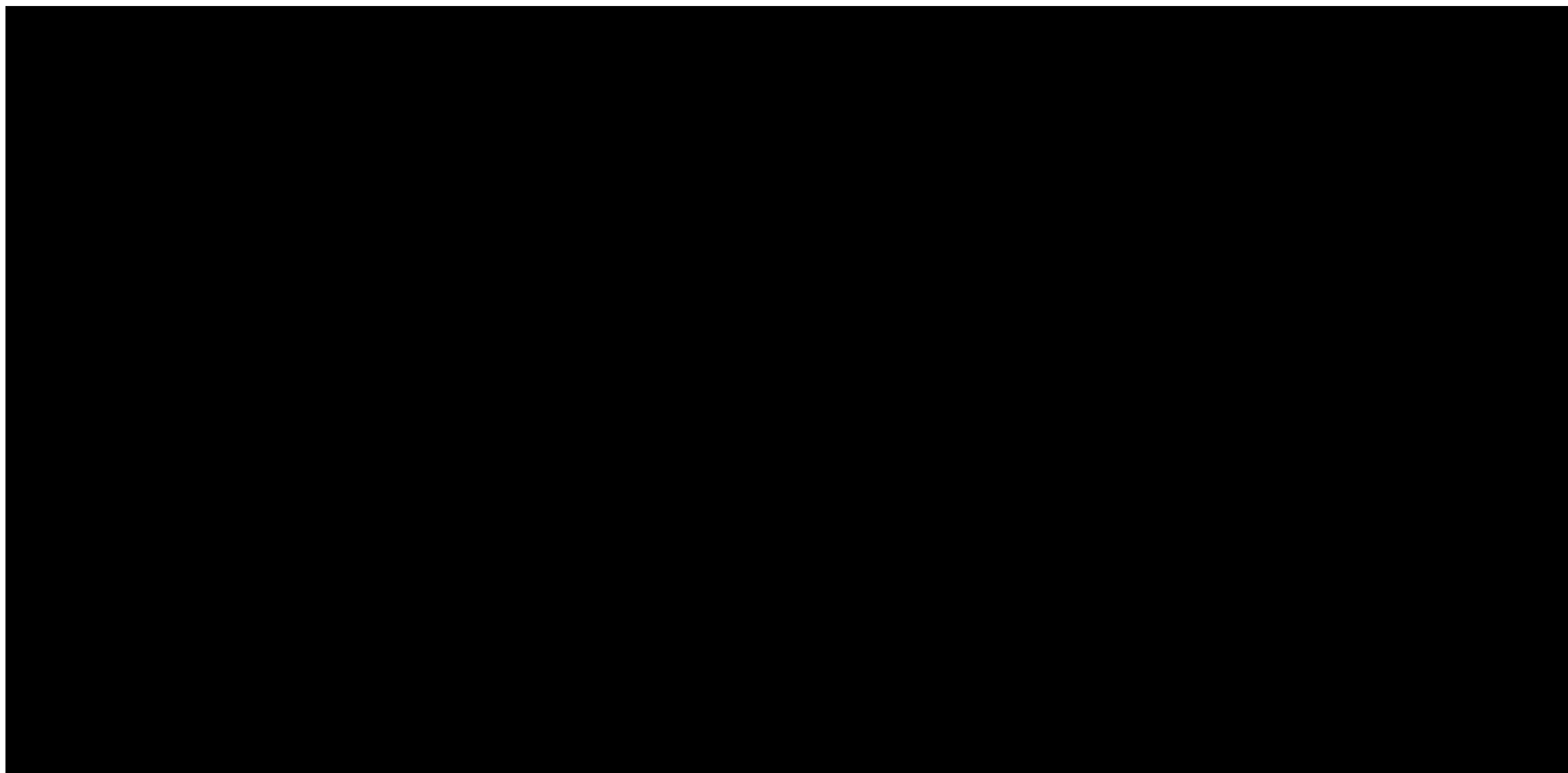
Phase 3: Ongoing Delivery (6+ Months)

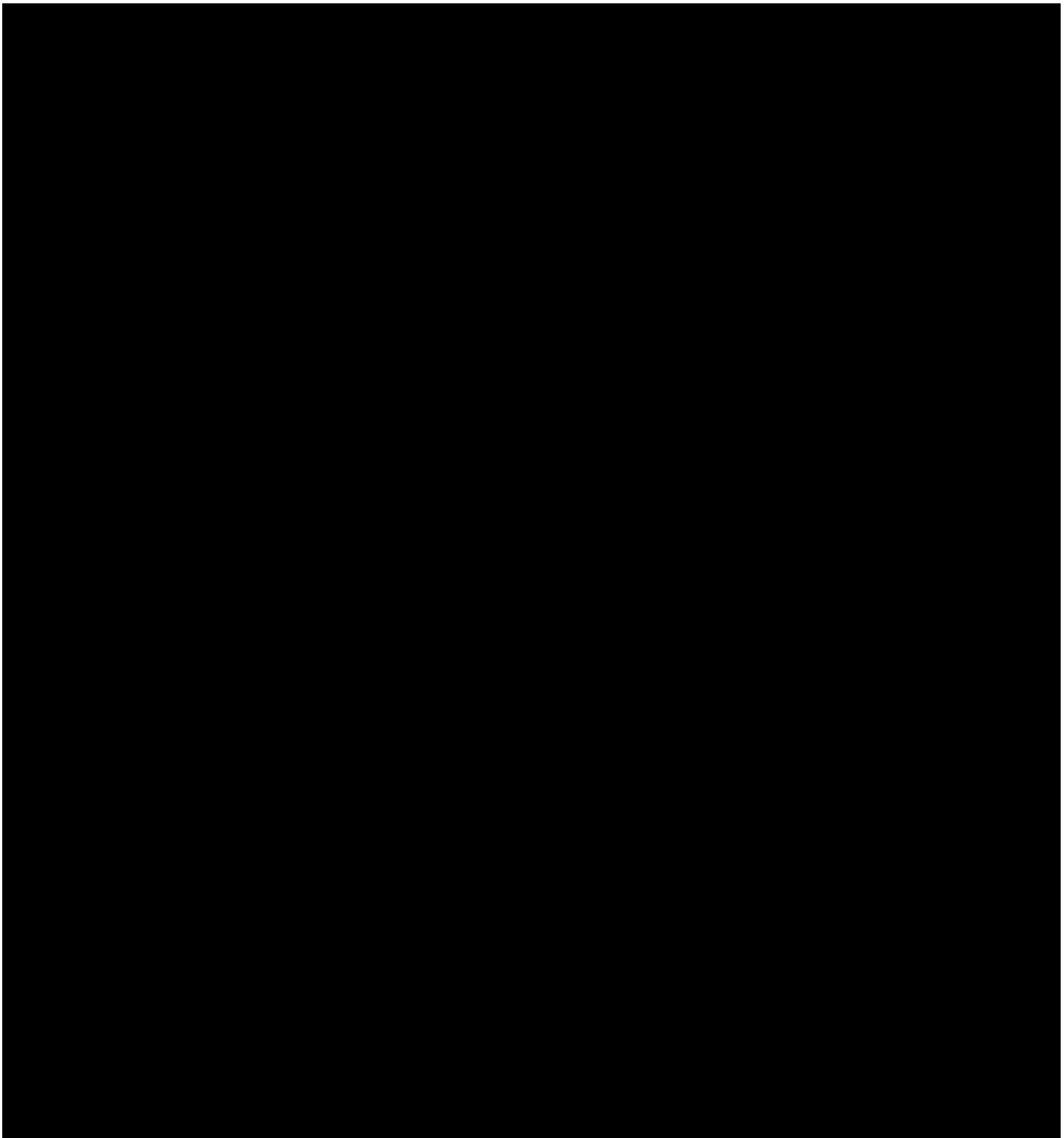
KPI	Description	Target	Reporting frequency (Provider)	Consequences of breach
	Delivery of Outcomes			
1	People report that the equipment they are provided with helps them to remain as independent as possible in the home of their choice	75%	Quarterly report drawing on regular feedback	
2	Prescribers report confidence in the Provider to deliver the outcomes as set out in the Service Specification (Section 2)	80%	Annual Prescriber survey	
	Availability of Contract Stock Equipment			
3	Key stock lines are in stock. “In stock” is defined as the number of items on the shelf is greater than the volume of orders received	100%	Weekly	No delivery charge will be applied to <u>any</u> orders delivered late due to being out of stock. Any order that includes a key stock line that is delivered outside the service level required for that order will generate a

				credit of £10 over and above the nil activity charge. <i>"Key" stock lines will be agreed with the successful Provider during mobilisation</i>
	Specials			
4	Returned specials that are suitable for re-issue will be recycled and made available to order from the web catalogue within 5 working days of their return to the warehouse	95%	Monthly	Review at Contract Monitoring meeting. Failure to meet KPI over 3 consecutive months will require the Improvement Action Procedure (clause 24A of contract) to be invoked.
5	Orders for new Specials will be placed with the supplier within 3 working days of receipt of the prescription from the Prescriber	95%	Monthly	Review at Contract Monitoring meeting. Failure to meet KPI over 3 consecutive months will require the Improvement Action Procedure (clause 24A of contract) to be invoked.
6	New Specials received into the warehouse will be delivered / installed to the person within 5 working days (unless an alternative delivery date has been requested by the person / Prescriber)	90%	Monthly	Review at Contract Monitoring meeting. Failure to meet KPI over 3 consecutive months will require the Improvement Action Procedure (clause 24A of contract) to be invoked.
	Activity Service Levels			

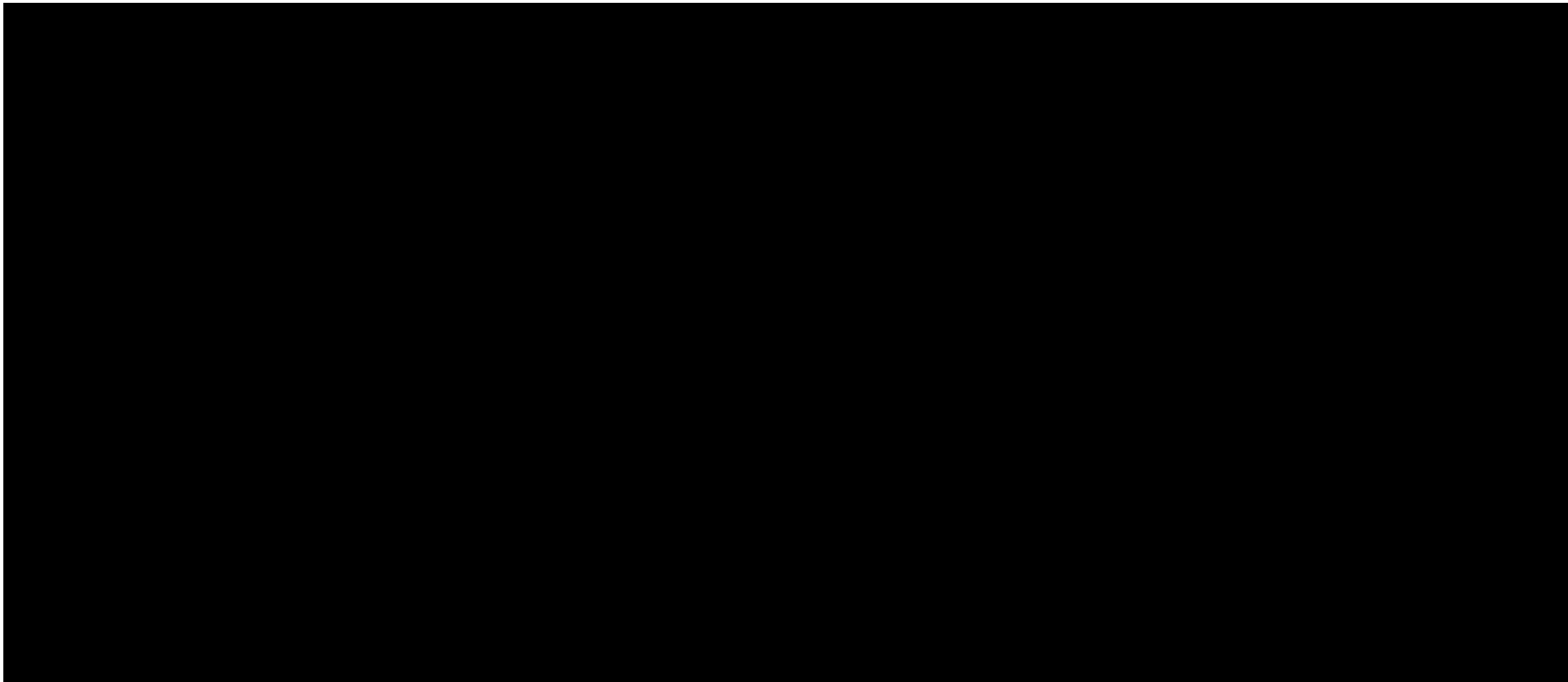
7	In-time completion of deliveries (same day, next day and five day)	98% (applies to each service level)	Monthly	<p>Application of a failed activity charge will only be accepted where either the incorrect item was prescribed or the person refuses the item (as defined in the service spec).</p> <p>Review at Contract Monitoring meeting. Failure to meet KPI over 3 consecutive months will require the Improvement Action Procedure (clause 24A of contract) to be invoked.</p>
8	In-time completion of collections (next day and 5-day)	95% (applies to each service level)	Monthly	<p>No activity charges will be applied for failed collections.</p> <p>Review at Contract Monitoring meeting. Failure to meet KPI over 3 consecutive months will require the Improvement Action Procedure (clause 24A of contract) to be invoked.</p>
	Minor adaptations			
9	Minor adaptations completed within 10 working days of receipt of prescription (or site survey, if this is required)	100%	Monthly	Failure to complete within 10 working days will result in only materials being charged for – no activity fee
	Recycling			
10	Stock recycled and returned to shelf (by value)	90%	Monthly	Failure to meet KPI over 3 consecutive months will require the Improvement

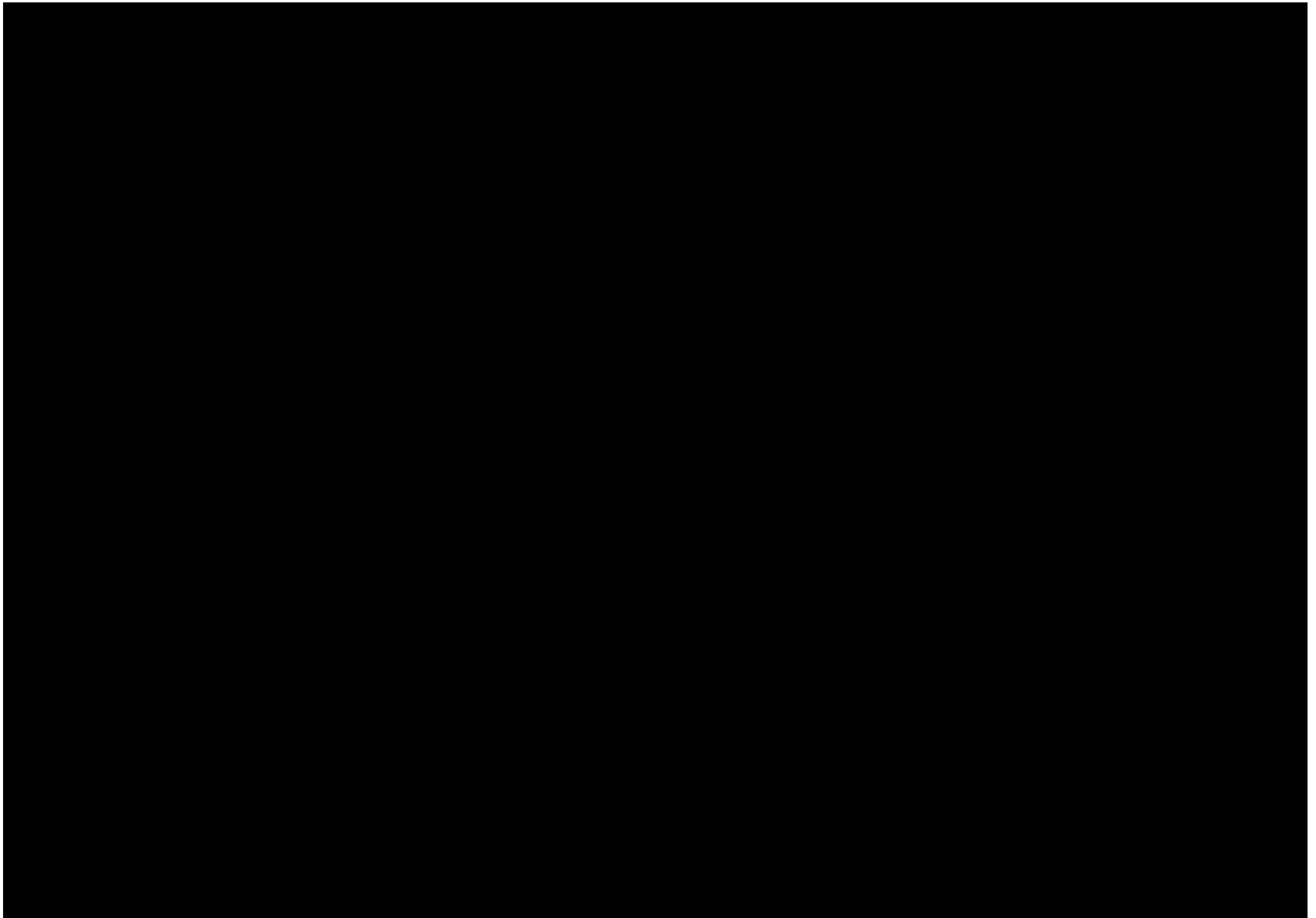
				Action Procedure (clause 24A of contract) to be invoked.
	Changes to on-line catalogue & requisitioning system			
11	Urgent change request implemented within two weeks of request	100%	Monthly	Failure to meet KPI over 3 consecutive months will require the Improvement Action Procedure (clause 24A of contract) to be invoked.
12	Routine change request implemented within two months of request	100%	Monthly	
	Other			
13	Progress towards net carbon emissions in line with Commissioners' policies		Annual report	The absence of evidence and progress will require an improvement plan be implemented by the Provider.





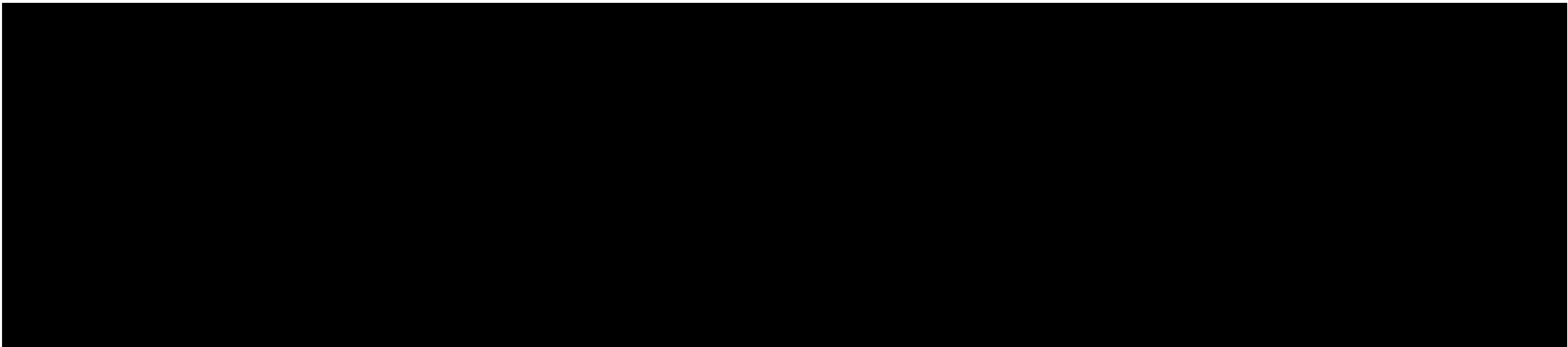


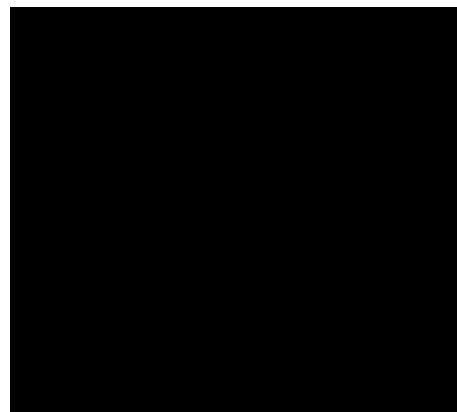
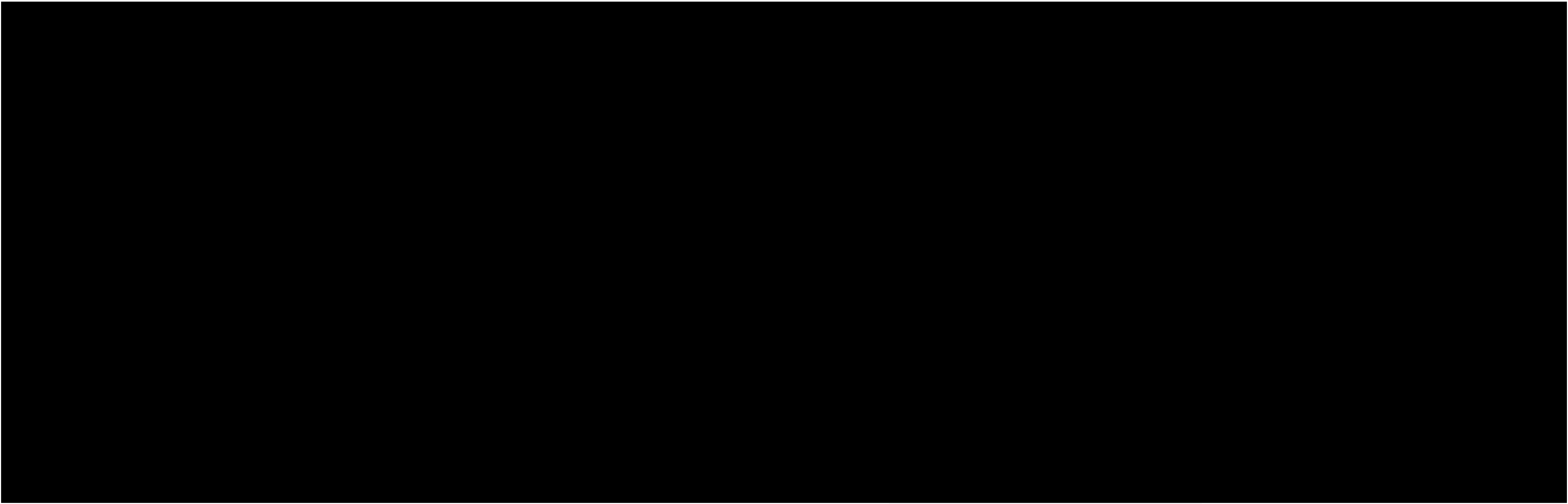




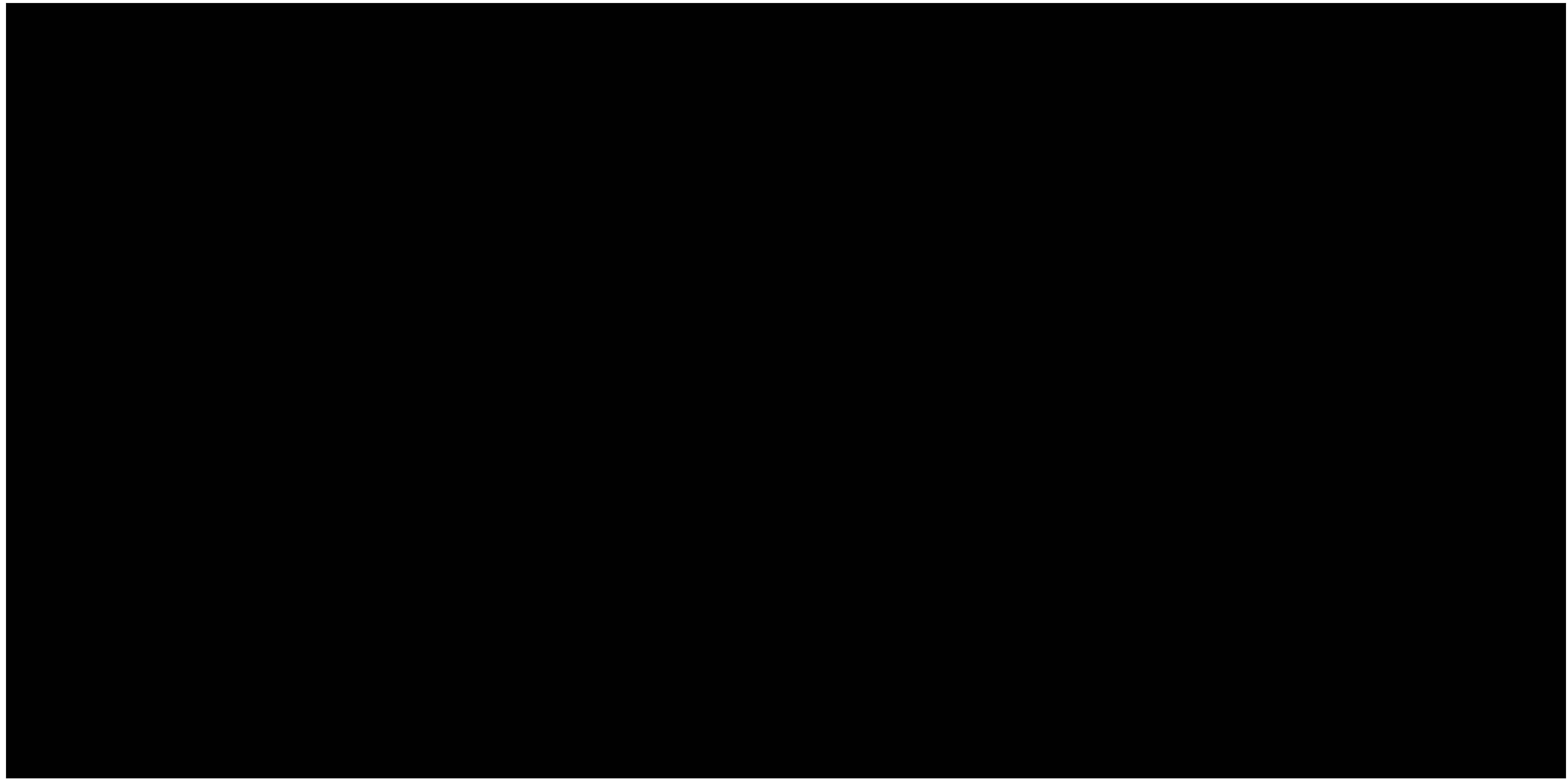
8

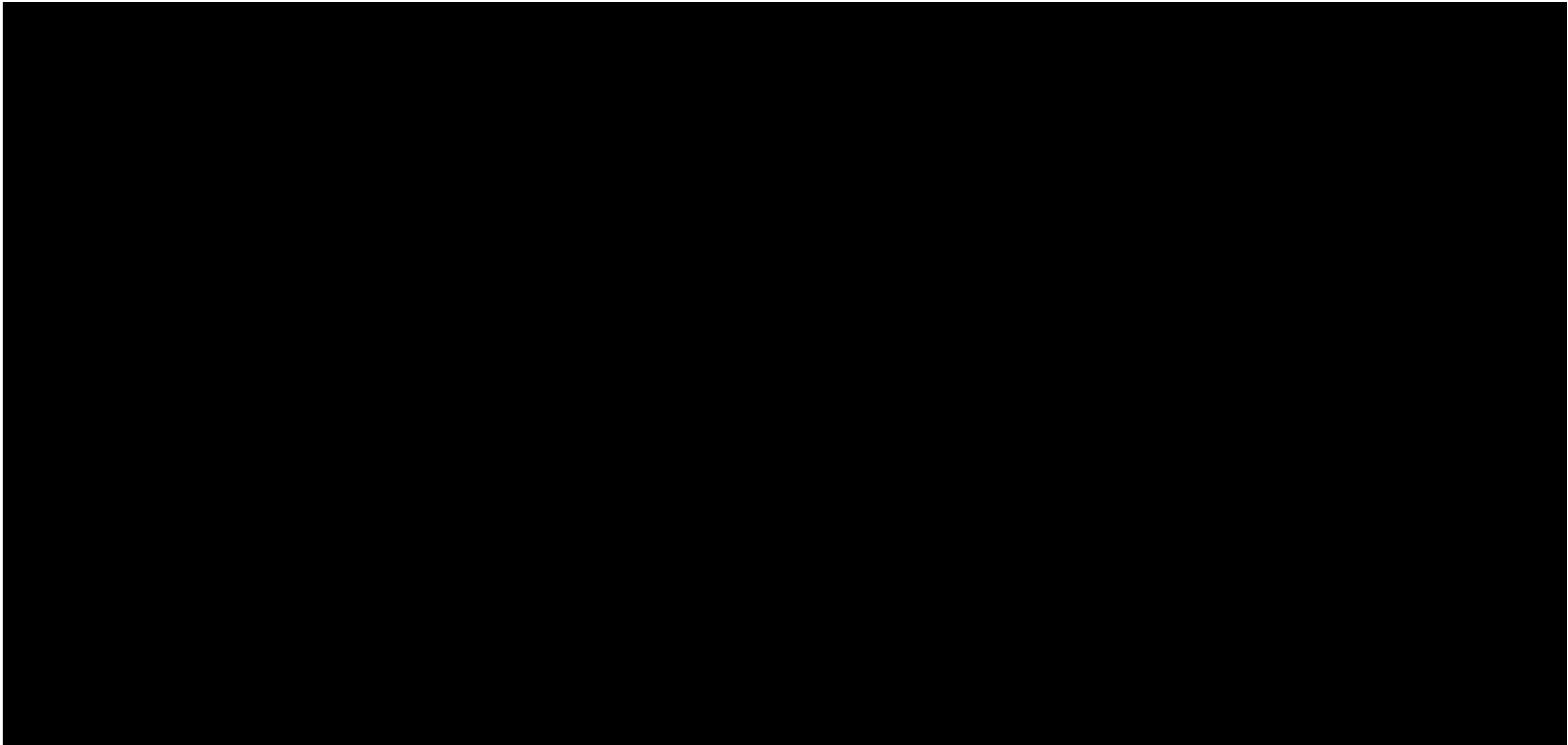
9

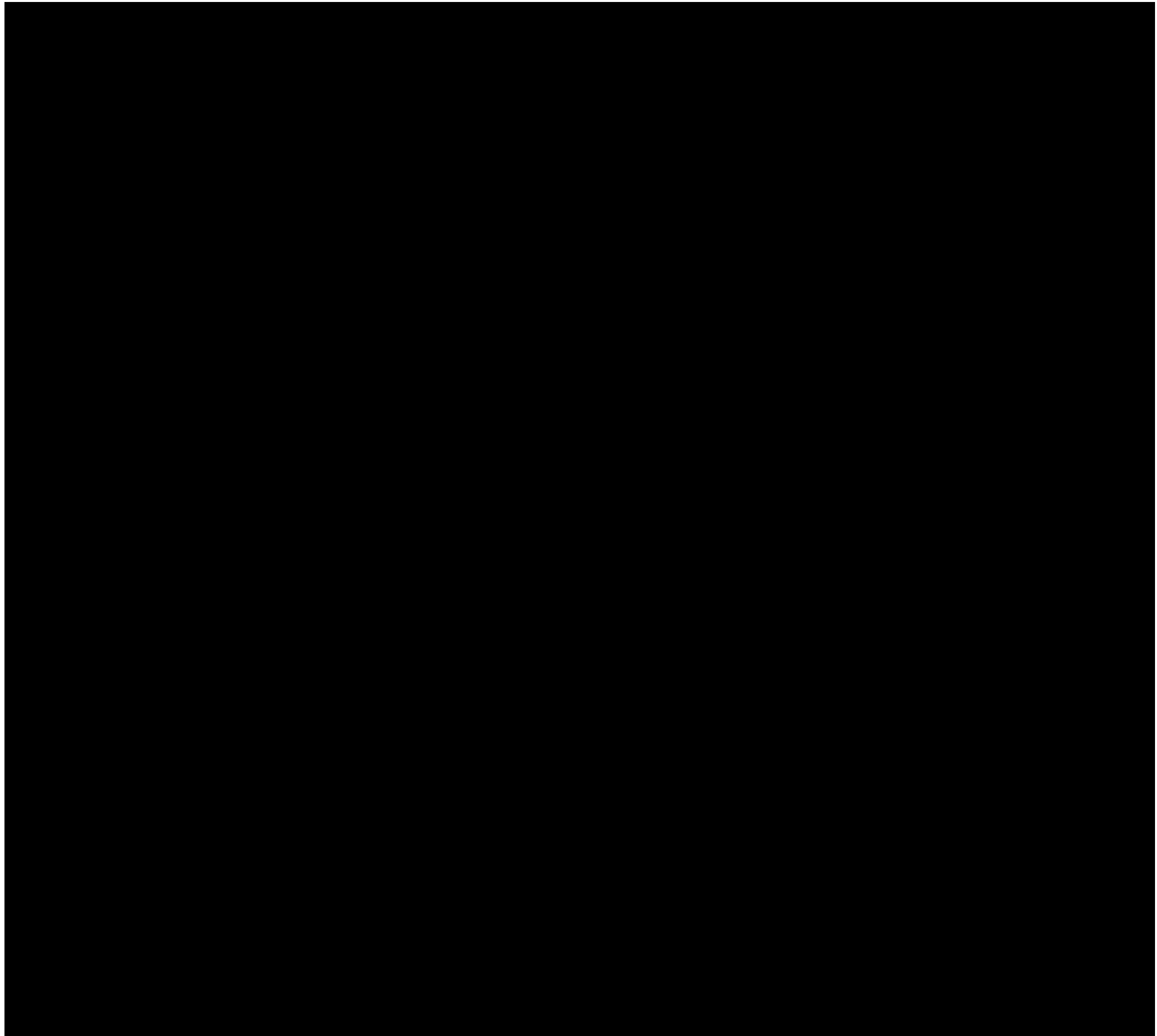


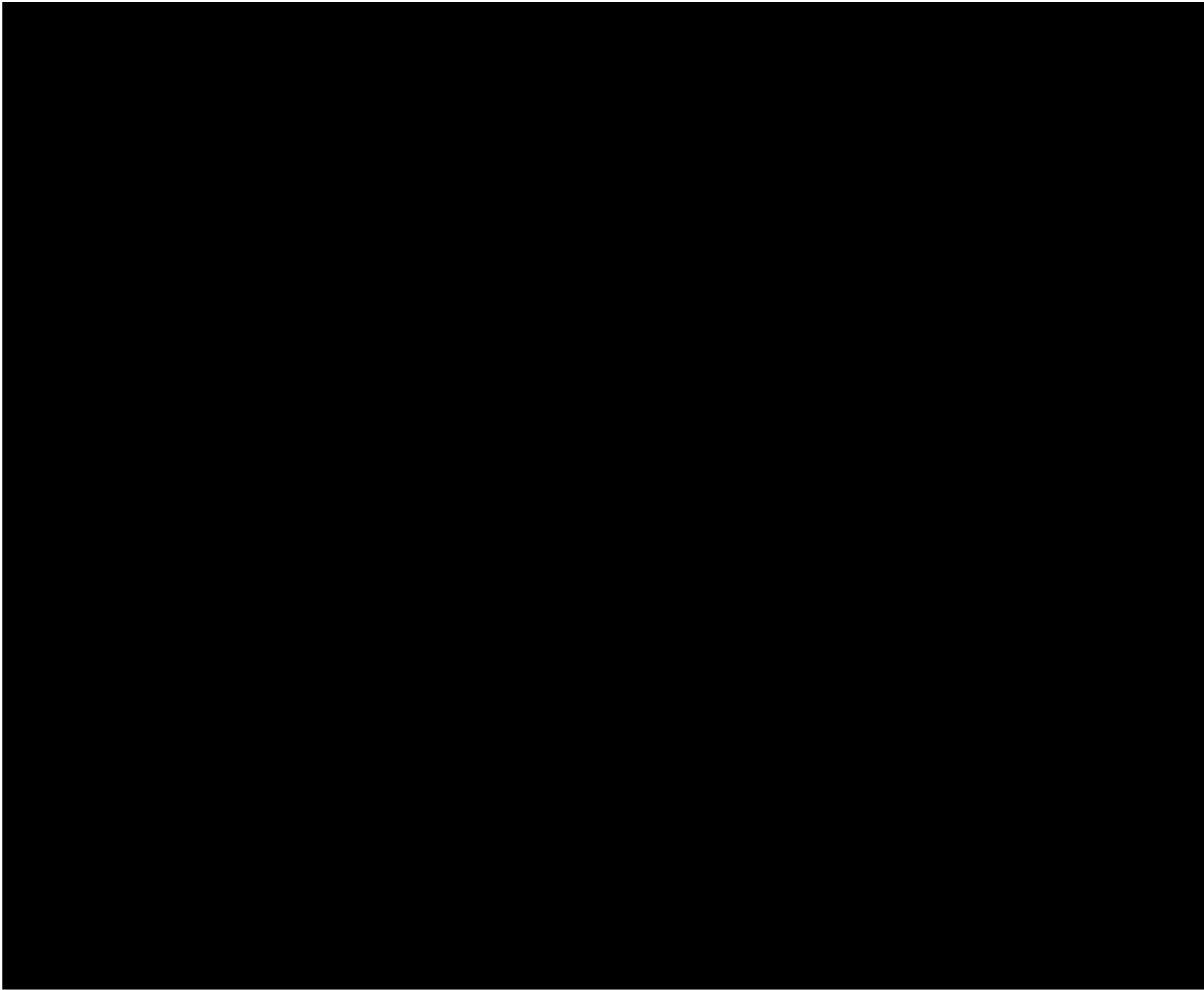


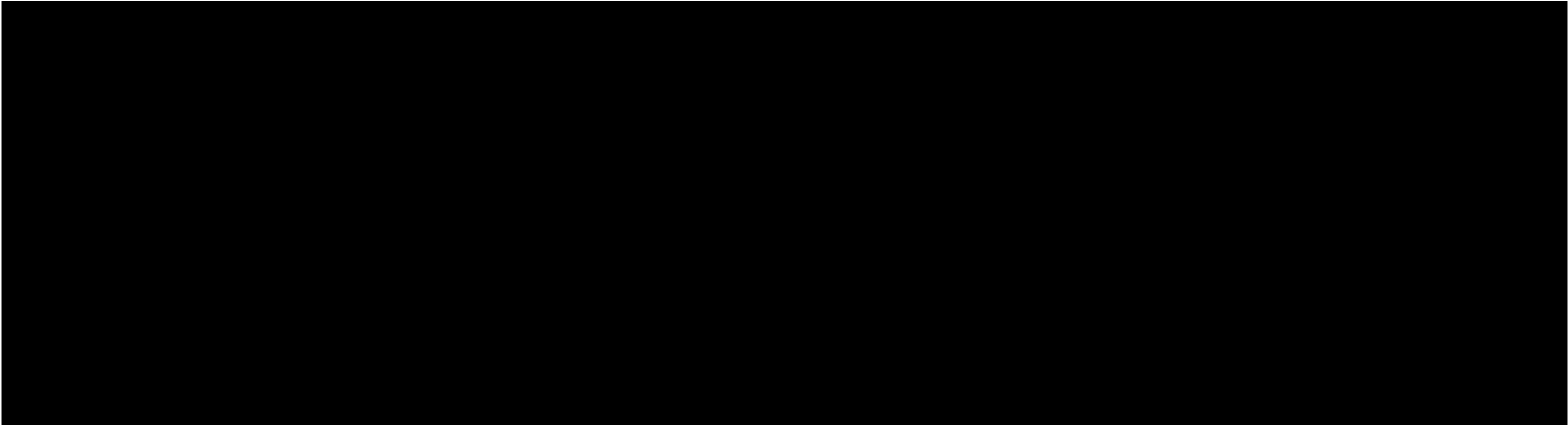


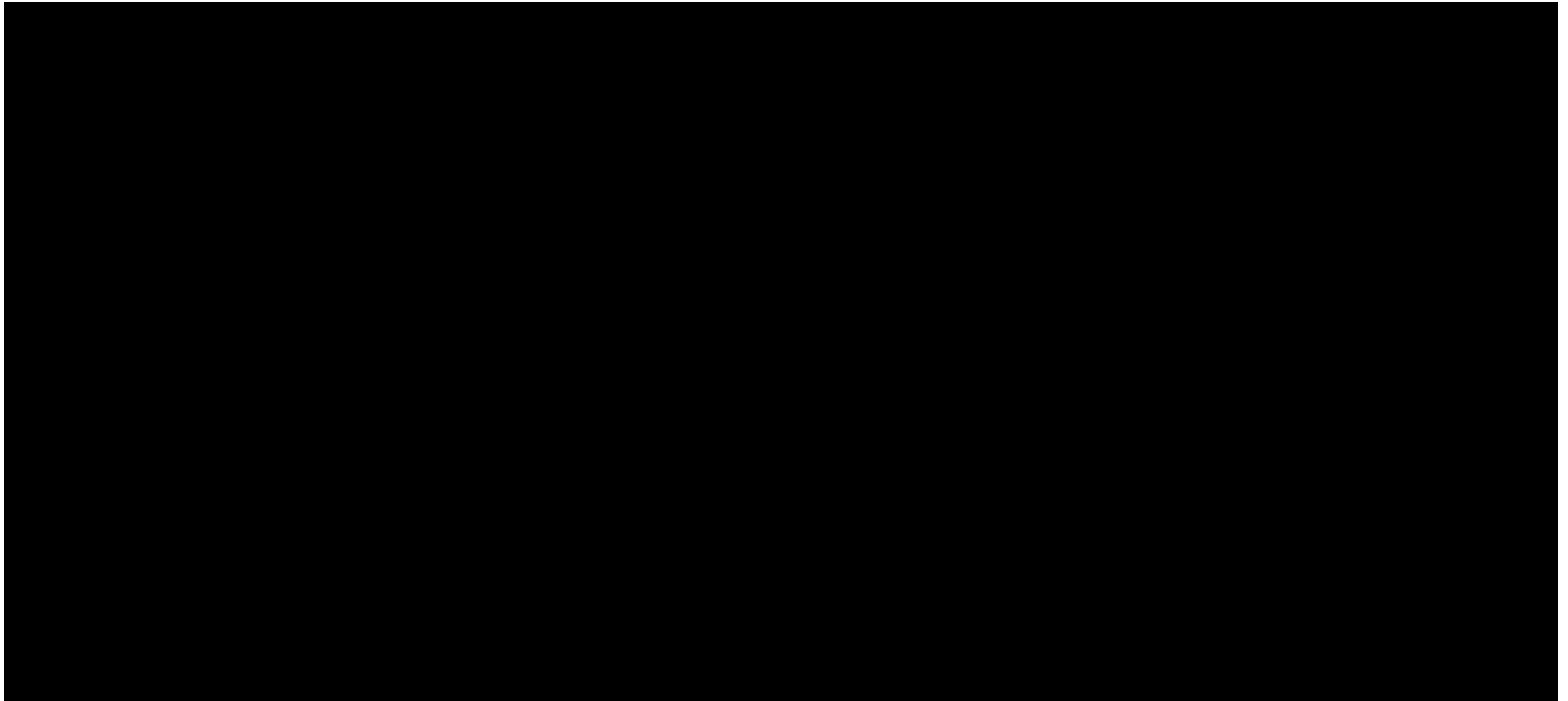


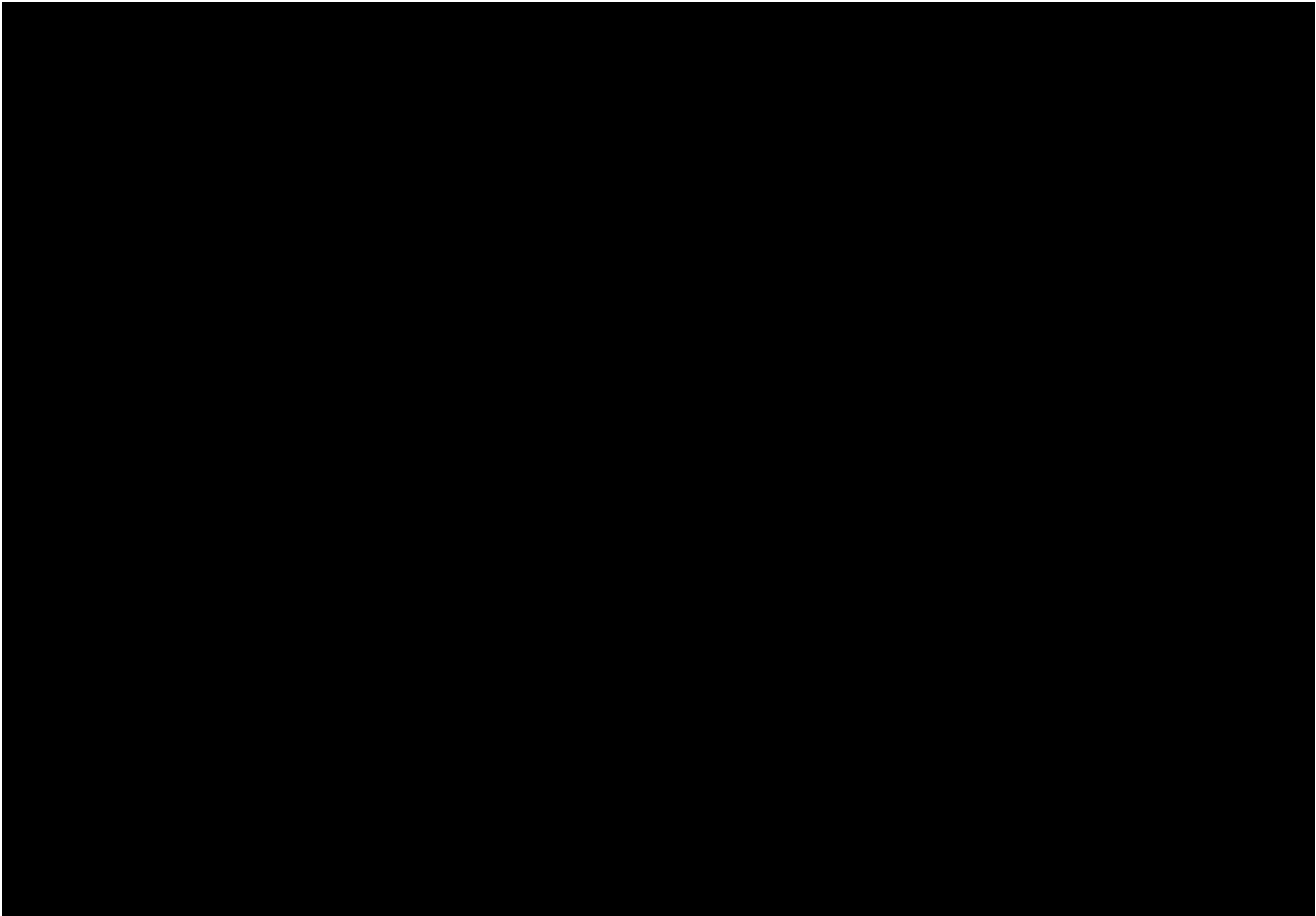


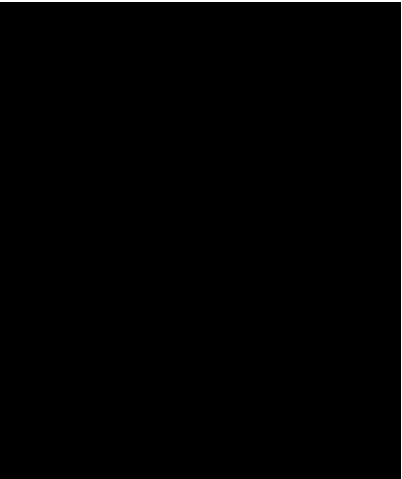












Part B

PERSONAL DATA INSTRUCTIONS

1. The Provider shall comply with any further written instructions from the Council with respect to processing.
2. Any such further instructions shall be incorporated into this Schedule.
3. The contact details of the Council's data protection officer are: Ben Stevenson, Peterborough City Council, Sand Martin House, Bittern Way, Fletton Quays, Peterborough, PE2 8TY Email: ben.stevenson@peterborough.gov.uk.
4. The contact details of the Provider's data protection officer (or duly authorized officer in accordance with clause 22.10 are): Marie Martinalli, Medequip Assistive Technologies Limited, Unit 2 The Summit Centre, Skyport Drive, Harmondsworth, West Drayton UB7 0LJ Email: marie.martinalli@medequip-uk.com

Description	Details
Controller/Processor	The Council is the Controller and the Provider is the Processor.
Subject matter of the processing	Required for the purposes of providing equipment to those in need pursuant to the Specification of the Agreement.
Duration of the processing	The process can vary and will commence from the point an order for work or equipment is placed. It will continue while equipment is manufactured, materials purchased, then throughout the process installation and or building work. It will continue after equipment is installed and building work completed. It will continue while warranties and guarantees remain in force and be retained in line with the retention of financial information.
Nature and purposes of the processing	To enable the Provider to provide services to fulfil the Agreement and statutory obligations as described within the Agreement, which must include processing of personal data. As necessary to meet the equipment/welfare needs of Persons - collect, record, organise, store, erase or destroy data (whether or not by automated means) etc. received from the Provider; and, to disclose by transmission, dissemination or otherwise make available data shared by the Council; Prescribers to use a secure web portal hosted by the Provider to place orders for equipment to be delivered to Persons. Monthly management information data pertaining to all activity is received monthly via a secure website where a login and password are required to access the data. The M.I. stays live for 1 week (to allow the Council time to download) then it is removed from the site.
Type of Personal Data and Special category personal data (as defined	Persons first and last names, maiden or other known names, dates of birth, marital status, title, gender, NHS number, GP details, medical information, email addresses, phone numbers;

in the data protection legislation and see in particular Article 9 of the UK GDPR and section 10 of the 2018 Act)	<p>next of kin names, addresses, property access details and contact details.</p> <p>Prescriber's name, phone number and email address.</p> <p>Images, names and email addresses of Council employees and Contractor employees.</p>
Categories of data subject	Persons and next of kin, staff (including volunteers, agents and temporary workers) including those supporting the delivery / instalment of the equipment.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Provider shall return all Personal Data to the Council within two (2) months of the expiry/termination of the Agreement, or earlier if requested to do so in writing by the Council, unless the Provider is required by Law to retain the Personal Data or requested by the Council to transfer Personal Data to an alternative Service Provider. The Provider shall send a written notice to the Council (marked for the attention of the Data Protection Officer, with a copy marked for the attention of the Director of Governance), confirming that the data has been returned (with all copies deleted) within such two (2) month period, or earlier return period as the Council may have required, or that the Provider is required by Law to retain the Personal Data, providing details.</p>

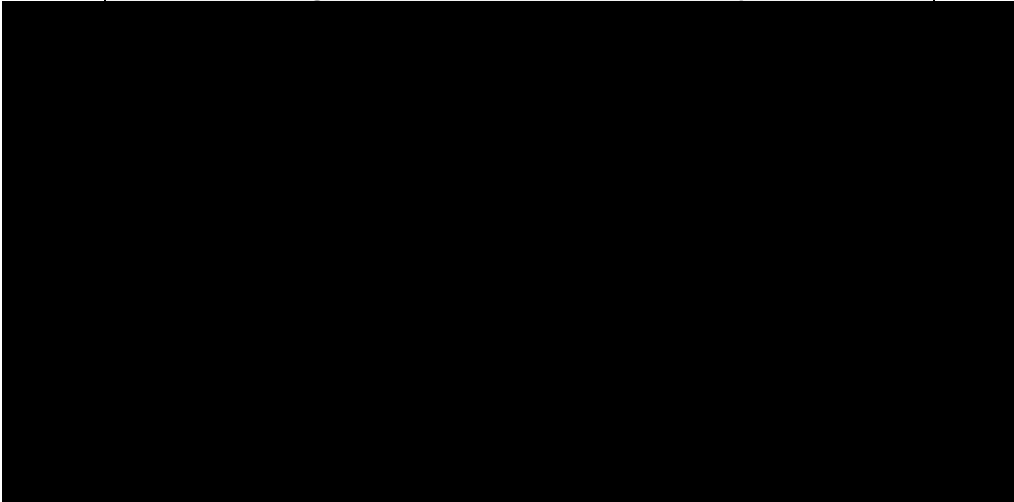
SCHEDULE 2

PRICE

Schedule 2 - Price

1.0 ICES Contract Finance

1.1 Cost Estimate

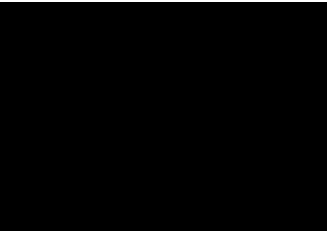
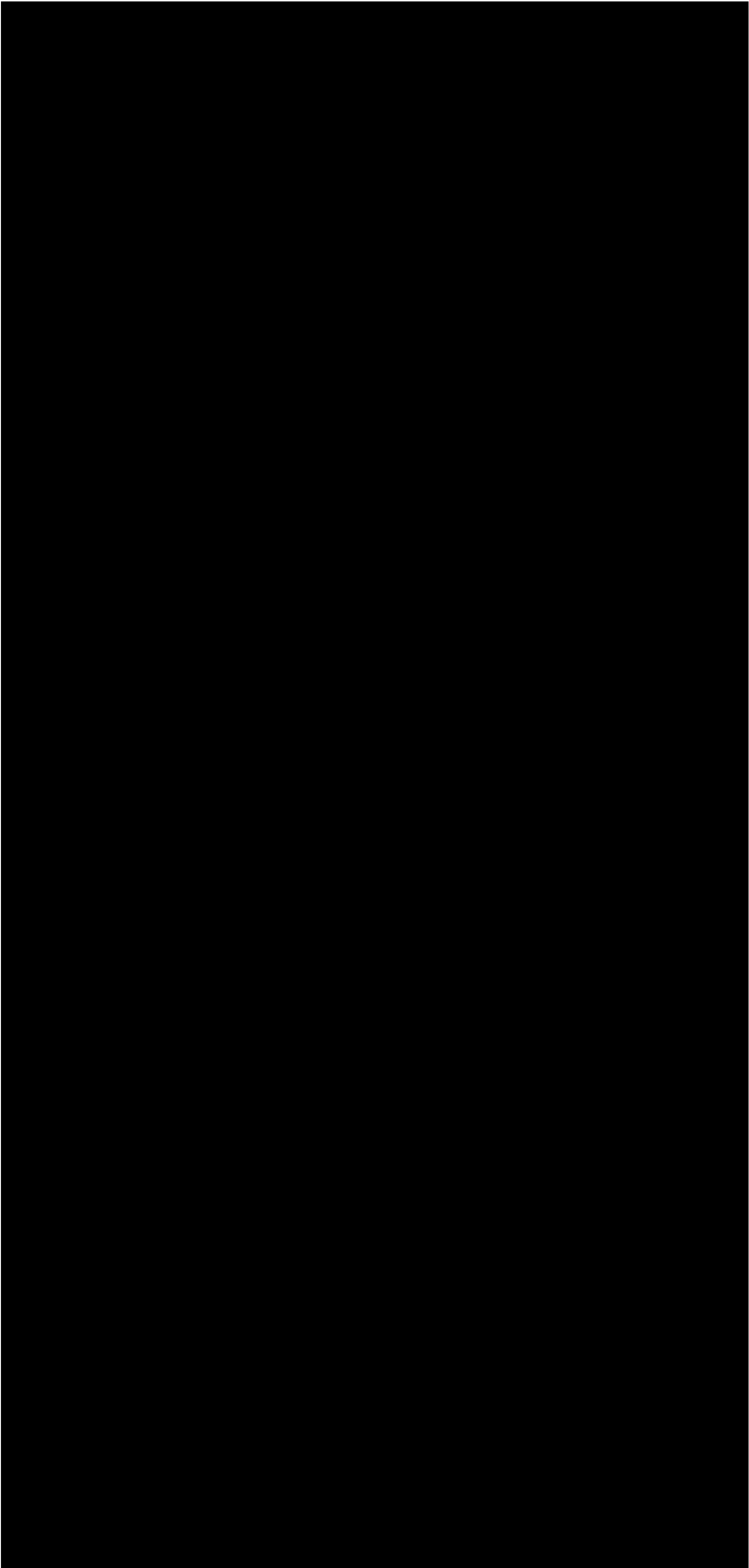
Provider's Cost Estimate (indicative costs based business continuity planning prior to Agreement Commencement Date)	
	
Net cost to the Commissioner	£6,537,899

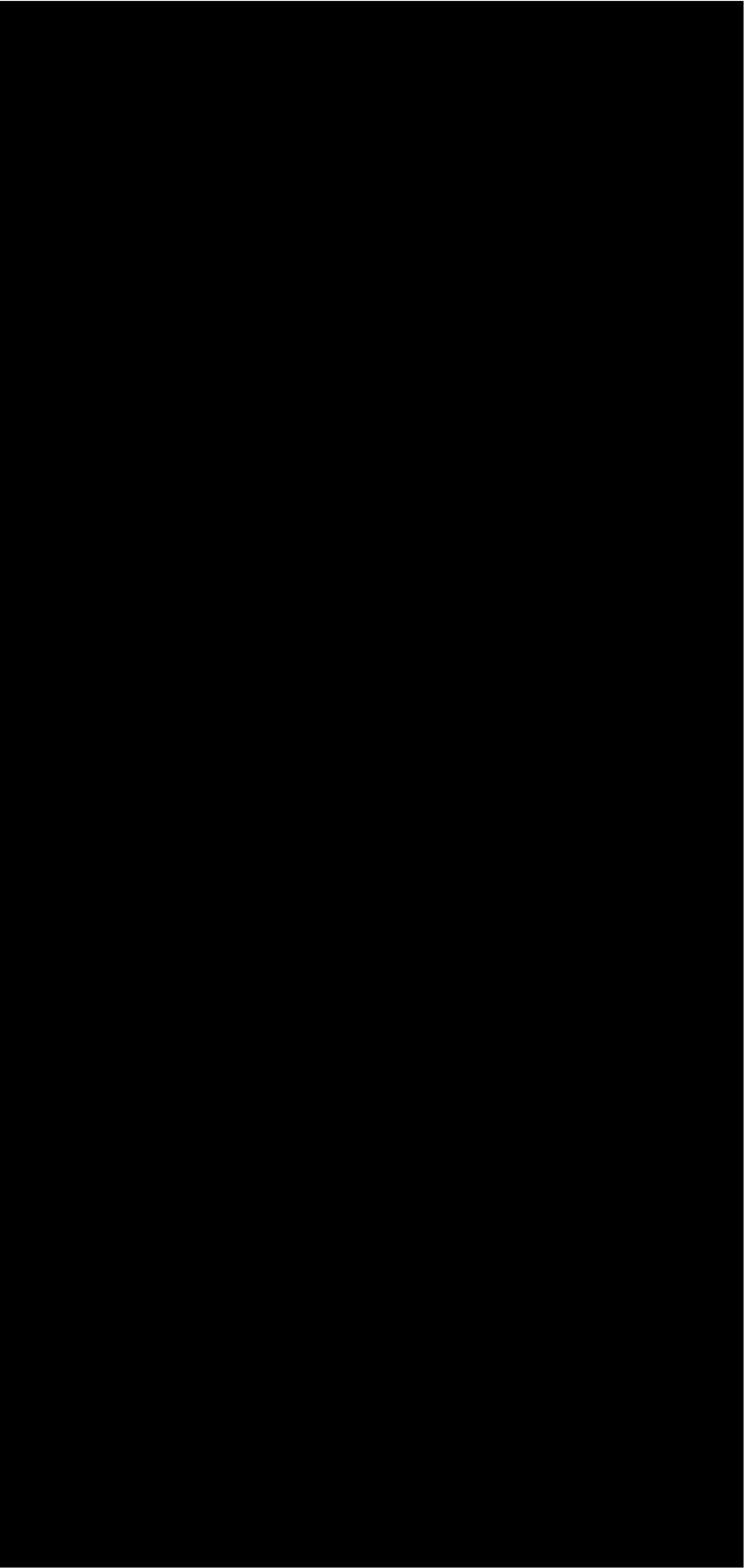
1.2 Indicative costs have been used to commence the Agreement between the parties for provision of this Service across Peterborough and Cambridgeshire and are based on:

- Actual activity data April 25 to June 25;
- Annual activity data April 24 – March 25;
- Critical equipment – 65 items and activity for February and March 2025; and
- Urgent and critical delivery data (same day & next day).

1.3 Detailed costs for the Service are based on indications, volumes and actuals shared during business continuity planning between the parties prior to the Commencement Date, including (i) Open Book Estimate, (ii) ICES Activity Breakdown 2024/25, and (iii) Cambridgeshire & Peterborough Critical Stock List which are appended to this Price Schedule.

- 1.4 At commencement of the Agreement, the Council shall work with the Provider throughout Phase 1 - Urgent and Critical, and Phase 2 - Transition to establish an agreed annual Price for the Services within Phase 3 – Long Term Delivery beyond the initial 6 months from the Commencement Date.
- 1.5 The Agreement between 0 and 6 months (Phase 1 and Phase 2) shall operate on a cost-plus basis and thereafter (Phase 3) shall be fixed for every 12-month period (or remaining proportion of the Agreement). The Council reserves the right to increase the Price each financial year, taking into consideration inflation, National Living Wage, Consumer Price Index (CPI) based on the January of that year, and other statutory increases. Any Price variation shall be in accordance with clause 28 (Variations).
- 1.6 Throughout Phases 1 and 2, emergency costs, including cost of agency labour, will be replaced by substantive costs, i.e., costs derived from applicable TUPE, securing or adopting permanent warehousing and other short-term costs incurred due to urgent mobilisation of the ICES Agreement.











Cambridgeshire & Peterborough Integrated Community Equipment Service

Financial Model & Price Schedule

1. Financial Model

1.1 The Council requires the Provider to operate the Service on an 80% credit model with no separate management fee.

1.2 Activity Prices - the period of the Agreement between 0 and 6 months (Phase 1 and Phase 2) shall operate on a cost-plus basis and thereafter (Phase 3) shall be fixed for every 12-month period (or remaining proportion of the Agreement). The Council reserves the right to increase the Price each financial year, taking into consideration inflation, National Living Wage, and Consumer Price Index (CPI) based on the January of that year, and other statutory increases. Any Price variation shall be in accordance with clause 28 (Variations) of the Agreement.

1.3 Contract stock equipment will be owned by the Provider whilst in the Provider's possession and will be sold to the Council at cost price each time it is issued to a Person upon which the title of the equipment will pass to the Council. The Provider will remain responsible for all necessary planned preventative maintenance and repair whether the equipment is in the warehouse, or in the community. When contract stock equipment has been authorised for collection, the Provider will, subject to the item being 'returned to shelf', credit the Council whereupon the title will pass back to the Provider. The Council will be credited 80% of the price of each item returned to stock. There will be no rental option within this Agreement.

Contract stock equipment prices will be at cost price. The Council reserves the right to contact manufacturers and suppliers to undertake audits of contract stock equipment prices.

The Provider will notify the Council of any proposed stock price changes for the coming financial year by end of February, or other time frame reasonably set out by the Council, or as soon as possible if the increase is proposed in-year. The Provider will supply evidence from their suppliers and manufacturers that supports the proposed increases. Where the proposed uplift is considered by the Council to present a significant financial impact, the Council will expect the Provider to absorb a portion of the uplift which will be negotiated on a case by case basis. Any agreed price increases on existing stock lines will only be uplifted on the system from the point at which the Provider needs to buy new stock – i.e. whilst there is 'old' stock being recycled, sufficient to meet demand, the price will remain at the old price. The Provider will share buying reports with the Council on request.

1.4 Non-stock Special equipment

Non-contract specials will be owned by the Council immediately on payment and ownership will remain with the Council. The Provider will have responsibility to deliver / collect, clean refurbish (including laundry), maintain, store and re-catalogue the item. The Provider will be given a quote by the Prescriber for the item required and the Provider will be responsible for placing the orders with suppliers and will charge the Council cost price of that item, with no additional fees. There will be no separate fee charged for the storage of non-stock special equipment.

2. Principle Requirements for Activity Charges

2.1 The costs of delivery, installation, collection, refurbishment (including parts of stock items) and laundry will all be contained within the activity charges and will not incur additional fees. The individual prices submitted within the pricing schedule shall cover all costs, expenses and

charges in respect of the performance of the Provider's obligations under the Service Specification. There will be no opportunity to negotiate or introduce additional activity charges over and above those included within the pricing schedule in order to fulfil the Provider's obligations set out in the Service Specification

2.2 Where delivery and collection are undertaken at the same time i.e. at the same property, there will only be one charge raised.

2.3 Only one activity charge will be applied, no matter how many items of equipment are being delivered / collected

3. Failed activity & minor adaptation charges

i. The Council will not be charged for any failed deliveries except where an incorrect item has been prescribed, or the item is refused by the Person, or their family carer, due to personal / aesthetic reasons

ii. Any delivery of a key stock line (as defined by the Council) that fails due to the item being out-of-stock for whatever reason, will generate a credit of £10 over and above a nil activity charge

iii. When a Person no longer needs an item of equipment, for which there is an outstanding order, it is the responsibility of the Prescriber to cancel the order. No activity charges will be levied to the Council for such cancelled orders unless the order is cancelled so late that it has already left the depot and is out for delivery

iv. No activity charges will be incurred for failed collections. Failed collections due to equipment "not available to collect" will not be chargeable to the Council and the Provider will undertake one repeat collection attempt. If this is still unsuccessful, the Provider will advise the Council who will decide whether this item can be agreed as a "lost asset"

v. No activity charge will be incurred for PPM activities that are late (i.e. beyond their due date) due to the fault of the Provider

vi. Where a repair is not urgent, the equipment shall be repaired or replaced during normal working hours and a non-urgent call out fee will be charged. Non-urgent repair of stock equipment will be undertaken within 5 Business Days from receipt of request for repair. It is accepted that repairs of specialist equipment may take longer.

vii. Where equipment fails (that is still under manufacturer's warranty), the Provider shall make appropriate claims from the manufacturer and no charge for the repair shall be made to the Council. The Provider shall warrant all repairs of recycled equipment for six months. During this period, any failure to the repair shall be addressed free of charge

viii. For minor adaptations, where the work has not been completed within 10 Business Days of receipt of order, the Council will only be charged for the cost of materials. If necessary, and on request from the Prescriber, the Provider shall undertake site visits / surveys in order to resolve technical issues prior to the work being undertaken. This will be chargeable. If this is required, the Provider will complete the work within 10 Business Days of the site survey. Where there is a failure to complete within this timeframe, the Council will only be charged for the cost of materials.

4. Other charges

4.1 For bulk peripheral store activities, there will be one single charge for delivering to, and collecting items from, the peripheral stores. It is expected that each peripheral store will require one delivery / collection activity per week.

4.2 Postal rates will be a single charge to include postage, packaging and any other associated costs.

4.3 The Provider will apply an annual rebate. Following the end of each financial year during the contract period, the Provider will calculate the total number of deliveries and collections during the immediately preceding year. A 10% discount will be applied where the number of delivery and collection activities are in excess of 57,000. This will be payable by the Provider following the end of each year.

4.4 All charges quoted should be exclusive of VAT.

4.5 If a spare part is required for a returned special, that is going to cost more than 20% of the value of the item, the part will not be ordered without first checking with the Clinical Advisor and / or the Council.

SCHEDULE 3

Benchmarking

1. Definitions and interpretation

1.1 The definitions in this paragraph apply in this Schedule 3 (Benchmarking).

Benchmark Review: an external benchmarking of one or more of the Services as requested by the Council pursuant to this Schedule 3 (Benchmarking).

Benchmark Review Notice: a notice requesting a Benchmark Review under paragraph 2.1.

Benchmark Review Plan: a plan for carrying out the Benchmark Review that is produced by the Benchmarker under paragraph 3.3.

Benchmarked Services: part of the Services that the Council chooses to include in the Benchmark Review **OR** the Services as a whole.

Benchmarker: an independent third party, with demonstrated benchmarking expertise, methodology and data sources, appointed by the Council and Provider jointly to carry out the Benchmark Review.

Benchmarking Period: has the meaning set out in paragraph 4.1(c).

Benchmarking Report: the report produced by the Benchmarker following a Benchmark Review.

Comparable Services: services which are (in the professional opinion of the Benchmarker) substantially similar to the Benchmarked Services, taking into account factors such as scope, complexity, specification, volume, service levels and quality of performance, and which are supplied to an Equivalent Customer over a similar period to the Benchmarked Services.

Comparison Sample: a representative sample of suppliers providing Comparable Services and of a similar size to the Provider that form, in the Benchmarker's professional opinion, a meaningful and fair sample for the purposes of conducting the Benchmark Review.

Equivalent Customer: a local authority similar to the Council in terms of its size, nature, and geographic presence.

Good Value: means:

- a) in relation to the Price for the Benchmarked Services, that the Price are within the lower quartile **OR** less than or equal to the mean price over the previous 12-month period of charges for Comparable Services provided by the Comparison Sample; and
- b) in relation to the Service Levels for the Benchmarked Services, that the Service Levels are in the top quartile of **OR** equal to or better than the median for service levels for Comparable Services provided by the Comparison Sample. If there is an even number of organisations in the Comparison Sample then the median service levels will be the better of the middle two service levels.

Remediation Measures: has the meaning given in paragraph 5.2(c).

- 1.2 Other words and expressions defined in this agreement have the same meaning in this Schedule 3 (Benchmarking).

2. Purpose and frequency of benchmarking

- 2.1 The Council may require a Benchmark Review of the Benchmarked Services, including the related Price and Service Levels, by giving the Provider at least ten Business Days' advance written notice.
- 2.2 The first Benchmark Review will not take place before the first anniversary of the Commencement Date. The Council shall not require a Benchmark Review more than once in any contract year.
- 2.3 The purpose of the Benchmark Review will be to determine whether the Benchmarked Services are Good Value.
- 2.4 The Provider may, within five Business Days of receiving a Benchmark Review Notice, request that the Council forgoes that Benchmark Review. If the Provider exercises this option, the Provider will provide the Council with a one-time credit of five percent (5%) of the annual Price for that contract year. This credit will be applied to the Council's next invoice at the start of the next contract year.

3. Selection of the Benchmarker and process

- 3.1 The parties will jointly confirm the identity of the Benchmarker within five Business Days of the Provider's receipt of the Benchmark Review Notice. If the parties cannot agree on the Benchmarker within that timeframe, the Council may refer the matter for resolution by the Dispute Resolution Procedure.
- 3.2 The Council will meet with the Benchmarker as soon as possible following its appointment to discuss the process and timing for the Benchmark Review.
- 3.3 The Council will require the Benchmarker to produce a draft Benchmark Review Plan as soon as possible after the Benchmarker's appointment. The draft Benchmark Review Plan must be consistent with the requirements of this Schedule 3 and include, at a minimum:
- (a) a timetable for the Benchmark Review;
 - (b) a description of the information and resources that the Benchmarker requires from each party;
 - (c) details of the benchmarking methodology to be used; and
 - (d) a description of how the Benchmarker will identify the Comparison Sample.
- 3.4 Within five Business Days after receiving the draft Benchmark Review Plan, each party will notify the Benchmarker and the other party in writing either approving the plan or suggesting reasonable amendments to it. Failure to give notice within this timeframe will be treated as approval of the draft Benchmark Review Plan by that party.

- 3.5 The parties will instruct the Benchmarker to incorporate any amendments it believes to be reasonable into the draft Benchmark Review Plan. The Benchmarker will then circulate the final Benchmark Review Plan and carry out the Benchmark Review in accordance with the Benchmark Review Plan.
- 3.6 The Council, Provider and Benchmarker will each nominate a person to co-ordinate the Benchmark Review within their respective organisations. All communications between two of these people will be noted and shared with the third member.
- 3.7 Each party may require the Benchmarker to enter into confidentiality undertakings to treat all information provided to it by either party in connection with the Benchmark Review in strict confidence on terms that are substantially similar to those in clause 20 of this agreement. These undertakings will not restrict the disclosure of information by the Benchmarker to the Council for the purposes of the Benchmark Review.

4. Benchmarking instructions and principles

- 4.1 The Council will instruct the Benchmarker to perform the following tasks:
- (a) determine the Comparison Sample and collect data regarding the Comparable Services;
 - (b) compare, using generally accepted benchmarking processes, the Benchmarked Services against the Comparable Services as provided by the Comparison Sample to determine whether they are Good Value;
 - (c) undertake the Benchmark Review within two months of the agreement of the Benchmark Review Plan] (or any other timeframe agreed by the parties in writing) (**Benchmarking Period**); and
 - (d) prepare a written report (**Benchmarking Report**) for delivery to the Council and the Provider as soon as reasonably practicable but in any event no later than the last day of the Benchmarking Period. The Benchmarking Report will state whether the Benchmarked Services are Good Value and if they are not, provide suggestions on how they should be adjusted so that they are Good Value.
- 4.2 The Council will require the Benchmarker to carry out the Benchmark Review:
- (a) in an independent and objective manner with the goal of ensuring that the exercise is truly comparative in respect of the technology, services and service levels;
 - (b) in a way that causes the minimum disruption possible to the Services and the Provider;
 - (c) in a fully transparent and open manner, providing the Council and the Provider with full details of all data and methodologies employed at all stages of the Benchmark Review; and
 - (d) having regard to the following matters:

- (i) the contractual and business environment under which the Benchmarked Services are being provided;
- (ii) any front-end investment and development costs payable by the Provider in connection with the Services as a whole;
- (iii) the Provider's risk profile, including the financial, performance or liability risk (including any limitation or exclusion of the Provider's liability under this agreement) associated with the provision of the Services as a whole;
- (iv) any elements of the Benchmarked Services that are unique to the Council's requirements and are not generally provided by the Comparison Sample;
- (v) the duration and volume of service provision, considering any discounts or rebates that apply to the Benchmarked Services and the Comparable Services; and
- (vi) any other factors that are not set out in this paragraph 4.2(d) [or in the Benchmark Review Plan but which, if not taken into consideration, would result in the Benchmarking Report being materially unfair to either party. In these circumstances, the Benchmarker shall advise the Council and the Provider of these factors and its reasons for taking them into consideration.

5. Benchmarking Report and status of findings

- 5.1 The information contained and referred to in a Benchmarking Report will be treated as Confidential Information.
- 5.2 The Benchmarker will prepare a Benchmarking Report that:
 - (a) includes a finding as to whether the Benchmarked Services as a whole are Good Value;
 - (b) may include other findings regarding the quality and competitiveness of the Benchmarked Services; and
 - (c) if the Benchmarked Services as a whole are not Good Value, specifies the changes that would be required to the Benchmarked Services, including the Price and Service Levels, to make them Good Value (**Remediation Measures**).
- 5.3 The Benchmarking Report must include information demonstrating that the Benchmark Review has been conducted in accordance with this Schedule 3, including justification for the Benchmarker's view that the entities selected by the Benchmarker meet the criteria for the Comparison Sample.
- 5.4 Each party will have an opportunity to review and comment on the Benchmarking Report and may provide (either jointly or independently) comments to the Benchmarker within ten Business Days of receiving the Benchmarking Report (**Deadline for**

Comments). The Benchmarker will consider those comments and, if necessary in its professional judgement, amend and reissue the Benchmarking Report within ten Business Days of the Deadline for Comments.

- 5.5 Subject to paragraph 5.12, the Benchmarking Report and the Remediation Measures stated within it will be final and binding.
- 5.6 If the Benchmarking Report concludes that the Benchmarked Services are not Good Value, the Provider will, subject to paragraph 5.10, provide the Council with a written proposal, within 10 Business Days after receipt of the final Benchmarking Report, setting out the steps the Provider will take to implement the Remediation Measures.
- 5.7 The proposals submitted pursuant to paragraph 5.6 will be subject to written approval by the Council before they can be implemented. The Council will not unreasonably withhold or delay its approval of the Provider's proposals.
- 5.8 Any amendments to the Price or Service Levels made as a result of paragraph 5.6 will be effected using the Variation procedure without cost to the Council.
- 5.9 Where the Provider is required to provide a proposal to implement Remediation Measures:
- (a) any improvement to the Service Levels for the Benchmarked Services will take effect as soon as practicable and in any event after ten Business Days from receipt of the final Benchmarking Report; and
 - (b) any reduction of the Price for any Benchmarked Services will take effect after twenty Business Days from receipt of the final Benchmarking Report.
- 5.10 If the Provider's Prices are less than 5% more than a price that would be Good Value, the parties agree that this represents an acceptable band of tolerance and no changes to the Prices will be required unless agreed in writing by both parties.
- 5.11 The findings of the Benchmarking Report will not result in any increase to the Price (either individually or in aggregate) or any decrease in the performance of any Services or Service Levels.
- 5.12 If either party reasonably believes that the Benchmark Review has not been conducted in accordance with this Schedule 3 in any material respect, or that the Benchmarker has made a manifest error in determining the results presented in the Benchmarking Report, that party may dispute the Benchmarking Report in accordance with the Dispute Resolution Procedure.
- 5.13 Any failure by the Provider to comply with paragraph 5.6 or paragraph 5.9 will, without prejudice to any other rights or remedies of the Council, constitute a material breach that is incapable of remedy.

6. Conduct of parties during benchmarking

- 6.1 Subject to paragraph 6.2, each party will provide the Benchmarker, without undue delay, with the co-operation, assistance and information that the Benchmarker reasonably requests to carry out the Benchmark Review, including by providing access to all relevant data, materials, systems and personnel.
- 6.2 Neither party will be required to provide any information to the extent it is precluded from doing so by confidentiality obligations owed to third parties. The party precluded from disclosing information will use its reasonable endeavours to obtain authority from the third party to disclose the relevant information to the Benchmarker solely for the purposes of the Benchmark Review.
- 6.3 Either party may provide additional materials to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.
- 6.4 The Provider will not be deemed to be in breach of this agreement for any failure to perform, or delay in performing, any obligation(s) under it to the extent that that failure or delay results from any disruption to the Provider's performance as a direct result of disruption caused by the Benchmarker.

7. Costs and fees

- 7.1 The fees and expenses of the Benchmarker will be borne by the Council.
- 7.2 Each party will bear its own costs relating to a Benchmark Review provided that if any Benchmarking Report finds that the Benchmarked Services are predominantly Good Value, the Council will bear any reasonable additional costs incurred by the Provider in connection with the Benchmark Review.

ADDENDUM TO AGREEMENT

The amendments set out below are agreed between the Parties and shall take effect on the Commencement Date:

- i. Clause 12.4 of the Agreement is deleted and replaced with:
'The Council reserves the right to terminate this Agreement in whole or in part, at any time (due to changes to the Council's circumstances) by giving at least twelve (12) calendar months prior notice in writing to the Provider.'
- ii. Section 3.14.(i) of the Specification requires that the Provider will operate a Saturday service. In relation to Phase 1 only, this requirement shall be available as part of the Out of Hours Service and not the core Service.
- iii. Section 3.3 of the Specification details the facilities required (including a changing place toilet). This requirement may be waived, if necessary, in Phase 1 and Phase 2 only, until the Provider has viewed the Former Provider's site and established if they can take this over or need to find an alternative site. Removal of this requirement as the Parties transition into Phase 3 is subject to mutual agreement.
- iv. Section 3.5.(xii) of the Specification sets out *'No collection credits will be withheld due to over-stocks'*. In Phase 1 and Phase 2 only, and subject to ongoing engagement and solutions mutually agreed with the Council in relation to underused equipment, the Council agrees that the Provider shall credit equipment if it can be reused in order to avoid a position where the Provider may be collecting and crediting more stock than is being delivered. Amendment of this requirement as the Parties transition into Phase 3 is subject to mutual agreement.
- v. The following sections of the Specification are to be deleted:
 - Section 3.(ii) *'Any delivery of a key stock line (as defined by the Council) that fails due to the item being out-of-stock for whatever reason, will generate a credit of £10 over and above a nil activity charge'*;
 - Section 3.5.(vii) the sentence: *'At month end any delivery of a key stock line that has failed due to the item being out-of-stock will generate a credit of £10 over and above a nil activity charge'*; and
 - Annex C, KPI 3, 'consequences of breach' for Phases 1, 2 and 3, the sentence: *'Any order that includes a key stock line that is delivered outside the service level required for that order will generate a credit of £10 over and above the nil activity charge'*.
- vi. Specification – Annex C – KPIs – the KPI percentage for deliveries shall be amended to be the same as for collections (95%).
- vii. Specification – Annex C – KPIs - all KPI's shall relate to percentages within the Provider's control i.e. to take account of reason codes.
- viii. Schedule 2– Price – Financial Model, section 4.3 to be deleted in full: *'The Provider will apply an annual rebate. Following the end of each financial year during the contract period, the Provider will calculate the total number of deliveries and collections during the immediately preceding year. A 10% discount will be applied*

where the number of delivery and collection activities are in excess of 57,000. This will be payable by the Provider following the end of each year’.

ix. Section 3.8.(iv):

- second bullet point deleted and replaced with: *‘Text and/or email to be sent on the morning of the planned activity with a delivery slot of 2 hours (for non-urgent deliveries only; this is not provided for Out of Hours or Same Day deliveries); and*
- removal of the third bullet point: *‘Text and/or email updates with arrival time within the hour’.*

This document has been executed as a DEED and is DELIVERED and takes effect on the date stated at the beginning of it.

16/9/17

EXECUTED under the Common Seal of
PETERBOROUGH CITY COUNCIL

In the presence of:



.....
Duly Authorised Officer

EXECUTED as a Deed by
MEDEQUIP ASSISITIVE TECHNOLOGY LIMITED
acting by a director and
a witness:

.....
Director

Name:....David Griffiths.....

.....
Witness Signature

Witness Name:.. Andrew Paul Firth

Witness Occupation:.. Operations & Commercial Director

Witness Address:.. c/o Medequip Assisitive Technology Limited

Unit 2, The Summit Centre, Skyport Drive, Harmondsworth

Middlesex, UB7 0LJ

