



**The Mayor and Burgesses of the  
London Borough of Bromley**

**And**

**Inspire Medicare Limited**

**Contract for the supply of Community Equipment**

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02 September 2025

**THIS DEED** is dated the ..... day of .....2025

**BETWEEN**

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BROMLEY, Civic Centre, Churchill Court 2, Westmoreland Road Bromley, Kent BR1 1AS ("the Council") and
- (2) INSPIRE MEDICARE LIMITED incorporated and registered in England and Wales with company number (11263627) whose registered office is at 130-136 Maidstone Road, Sidcup, Kent, DA14 5HS ("The Contractor")

(hereinafter collectively called the "**Parties**" and independently called the "**Party**")

**WHEREAS**

- (1) The Council wishes to procure Community Equipment for Bromley residents as more specifically described in the Specification and Order Form ("the Service") – Schedule 1
- (2) In consideration of the Contractor delivering Goods and carrying out such Services to the standards required by the Council as specified in this Agreement; the Council shall pay the Contractor the Contract Price.

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS**

- 1.1 The following words and phrases shall have the following meanings except where the context requires otherwise:

<b>"Achieved KPI"</b>	means in respect of any Service in any measurement period, the standard of performance actually achieved by the Contractor in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 4);
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<b>"Authorised Officer"</b>	means the person authorised by the Council or
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such other person as may from time to time be notified to the Contractor pursuant to Clauses 8.3 or 8.4 hereof.

**“Change”**

any change to this Contract including to any of the Services.

**“Change Control Note”**

the written record of a Change agreed or to be agreed by the Parties pursuant to the Change Control Procedure.

**Change Control Procedure”**

the procedure for changing this Contract as set out in Schedule 5.

**“Confidential Information”**

means information, data and material of any nature which either may receive or obtain in connection with the operation of the Contract and:

- (a) which comprises Personal Data or Sensitive Personal Data or Special Category Data (as both terms are defined in the Data Protection Act 2018 and UK GDPR );
- (b) the release of which is likely to prejudice the interests of the Council or the Contractor respectively;
- (c) which is a trade secret; or
- (d) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.

**“Contract Documents”**

means these Conditions of Contract, the specification and Order Form, and any appendices attached to this document.

**“Contract Manager”**

means the person described in Clause 7.

<b>“Contract Period”</b>	means the commencement date of 28 <sup>th</sup> August 2025 for a period of 2 years expiring on 27 <sup>th</sup> August 2027 -.
<b>"Contract Price"</b>	means the price, exclusive of any applicable VAT, payable by the Council to the Contractor as set out in Schedule 2 for the full and proper performance by the Contractor of its obligations under the Contract which is inclusive of all direct and indirect overheads and incidental or other costs or expenses.
<b>“Contractor”</b>	means the firm or person or organisation appointed to carry out the Service and their personnel, Subcontractors and agents, including any Director, Partner or Associate.
<b>“Council Materials”</b>	means the Council’s documents, drawings data and databases, written reports and any other information that the Council provides to the Contractor under this Contract.
<b>"Data and Reports”</b>	means all documents, drawings, data and databases written reports and any other information produced by the Contractor in connection with the Services.
<b>“Discolsure and Barring Service (DBS)”</b>	means the service established pursuant to the Protection of Freedom Act 2012 and merges the functions of the Criminal Records Bureau and Independent Safeguarding Authority to assist employers to make safe recruitment decisions by identifying workers who may be unsuitable to work with vulnerable people and provide access to criminal record information in accordance with the Police Act 1997.
<b>“EIR”</b>	means the Environmental Information Regulations 2004 together with any guidance and / or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.
<b>“Freedom of Information Act (FOIA)”</b>	means the Freedom of Information Act 2000

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and any secondary legislation made under this Act from time to time together with any published guidance and/or codes of practice.

**“Force Majeure”**

means any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Contractor or the Contractor's Personnel.

**“Goods”**

the goods or equipment to be provided by the Contractor as more particularly described in the Order Form and Specification

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**“KPIs “**

means the key performance indicators for all and each part of the Services as specified in Schedule 4 ;

**“Order Form”**

the document setting out details of an order submitted by the Council to the Contractor as set out in Schedule 2

**"Pricing Document"**

means the pricing document submitted by the Contractor for the Service and attached as Schedule 2.

**“Relevant Transfer”**

a relevant transfer of staff for the purposes of TUPE.

**Request for Information**

means a request submitted to the Council in accordance with the provisions of the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

**"Service"**

means the Service or Services as set out in the Contract Documents and any variation agreed between the Parties.

<b>"Service Specification"</b>	means the Specification for the required Service attached as Schedule 1.
<b>"Service User"</b>	means the individual or individuals who have been assessed as eligible for receiving the Goods or Services.
<b>"Target KPI"</b>	means the minimum level of performance for a KPI which is required by the Council as set out against the relevant KPI in Schedule 4 ;
<b>TUPE"</b>	means the Transfer of Undertakings (Protection of Employment Regulations) 2006 (as amended).
<b>"UK GDPR "</b>	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
<b>"Working Days"</b>	Monday to Friday, excluding any public holidays in England and Wales.

1.2 Words importing one gender shall be construed as importing the other and words Importing the singular shall be construed as importing the plural and vice versa.

1.3 This agreement shall be deemed to include the Contract Documents.

## **2. CONTRACT PERIOD AND EXTENSION**

2.1 The Agreement shall commence on 28<sup>th</sup> August 2025 for a period of 24 months expiring on 27<sup>th</sup> August 2027 unless terminated in accordance with the provisions of clause 22.

## **3. CONTRACTOR'S OBLIGATIONS**

3.1 The Contractor will:

3.1.1 Complete the provision of the Service and supply the Goods in accordance with the Council's instructions and the terms of the Order Form and in particular with the specified timescales in accordance with professional standards, exercising all reasonable skill care and diligence in the provision of the Service and the supply of the Goods;

3.1.2 Ensure that whilst any of its employees or agents are on the Council's premises or the premises of Service Users, they will conform to the Council's codes of conduct safety and security practice.

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- 3.1.3 Comply with all relevant legislation and Council policies.
- 3.1.4 If required by the Authorised Officer, attend such meetings in connection with the provision of the Service as may be reasonably required by the Authorised Officer.
- 3.1.5 Submit to the Council all information, receipts or other documentation as may be reasonably required by the Council in support of any invoice or request for payment submitted by the Contractor, including the appropriate tax declarations and certificates to ensure the proper treatment of payments made.
- 3.1.6 Submit to the Council such reports and information as are required by the Contract Documentation or as may reasonably be requested by the Authorised Officer within any time limits specified.
- 3.2 If the Contractor is unable to provide the Services, they shall advise the Council as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with Clause 5 in respect of any period during which the Services are not provided.
- 3.3 In supplying the Goods, the Contractor shall co-operate with the Council in all matters relating to the supply of Goods and comply with all the Council's instructions.
- 3.4 The Contractor shall supply the Goods in accordance with the Specification. The Contractor warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:
  - 3.4.1 be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery or in accordance with any additional period specified by the Council ;
  - 3.4.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
  - 3.4.3 conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Contractor) supplied by, or on behalf of, the Contractor;
  - 3.4.4 be free from design defects; and
  - 3.4.5 be fit for any purpose held out by the Contractor or made known to the Contractor by the Council expressly or by implication, and in this respect the Council relies on the Contractor's skill and judgement. The Contractor acknowledges and agrees that the approval by the Council of any designs provided by the Contractor

shall not relieve the Contractor of any of its obligations under this subclause.

3.5 Where (i) the Contractor fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, the Council shall be entitled:

3.5.1 to terminate the Contract;

3.5.2 to request the Contractor, free of charge, to deliver substitute Goods within the timescales specified by the Council;

3.5.3 to reject the Goods (in whole or in part) and require the Contractor, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

3.5.4 to reject the Goods (in whole or part) and return them to the Contractor at the Contractor's own risk and expense and the Council shall be entitled to a full refund on those Goods or part of Goods duly returned; and

3.5.5 to buy the same or similar Goods from another Contractor and to recover any expenses incurred in respect of buying the goods from another Contractor which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

3.6 The Council shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Council elects not to accept such over-delivered Goods it shall give notice in writing to the Contractor to remove them within 5 Working Days and to refund to the Council any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Council may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Contractor unless they are accepted by the Council.

### **Property and Guarantee of Title**

3.7 Without prejudice to any other rights or remedies of the Council, title and risk in the Goods shall pass to the Council when Delivery of the Goods is complete (including off-loading and stacking).

3.8 The Contractor warrants that:

3.8.1 it has full clear and unencumbered title to all the Goods;

3.8.2 at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer

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and deliver all of the Goods to the Council. On Delivery the Council shall acquire a valid and unencumbered title to the Goods.

#### 4. COUNCIL'S OBLIGATIONS

##### 4.1 The Council will:

4.1.1 Perform its obligations as set out in this Contract.

4.1.2 Provided it is satisfied that the Service and supply of Goods have been carried out in a satisfactory manner and in accordance with the terms of this Contract, pay to the Contractor the Contract Price.

The Council does not warrant, represent or guarantee the amount or volume of Goods and Services that may be purchased under this Contract.

#### 5. PAYMENT

5.1 In consideration of the Council paying the Contract Price, the Contractor agrees to provide the Service in accordance with the terms of the Agreement throughout the Contract Period. Where additional payments have been agreed in advance by the Council, and the Council has confirmed such additional cost in writing to the Contractor, the Contract Price paid shall be an all-inclusive sum to include travel, any disbursements and all other costs that the Contractor may incur.

5.2 The Contractor must submit all invoices as a PDF to the following email addresses:

 [bromley.gov.uk](mailto:bromley.gov.uk) and   
 [bromley.gov.uk](mailto:bromley.gov.uk)

Redacted in  
accordance  
with section 99  
of the  
Procurement  
Act 2023

5.3 The Council shall pay Contract Price due to the Contractor within 30 days of receipt of a valid invoice.

5.4 The Council shall have the right to withhold payment following consultation with the Contractor, of all or part of the fee where the Contractor has wholly failed to provide the Service or if any part of the Service has not been provided in accordance with this Agreement.

5.5 The Council shall be entitled to ask the Contractor for any information reasonably required in support of invoices issued pursuant to Clause 5.2.

5.6 Where this Agreement is varied pursuant to Clause 27 the Council shall pay to the Contractor such sum as may be due to the Contractor for any work undertaken pursuant to such a Variation.

## **6. KPIs**

- 6.1 Where any Service is stated in Schedule 4 to be subject to a specific KPI, the Contractor shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI.
- 6.2 If the existing Services are varied or new Services are added, Target KPIs for the same will be determined by the Parties and included within Schedule 4.
- 6.3 The Contractor shall provide monthly reports summarising the Achieved KPIs as provided for in Schedule 6.

## **7. CONTRACT MANAGER**

- 7.1 The Contractor shall nominate a person to act as a Contract Manager who shall be the main point of contact between the Contractor and the Council and be responsible for ensuring the proper control and supervision of the provision of the Service and ensure that the Council is provided with all information reasonably required by it.

## **8. AUTHORISED OFFICER**

- 8.1 The Authorised Officer shall have power to vary this Contract in accordance with Clause 28.2 and to issue instructions, approvals, consents or notices in accordance with this Contract and the Contractor shall comply therewith.
- 8.2 The Contractor shall not accept or act upon any instruction, approval, consent or notice issued by any other person unless provided for in this documentation.
- 8.3 The Authorised Officer may by giving not less than 1 week's notice in writing to the Contractor nominate another person to act on their behalf in relation to this Contract.
- 8.4 The Council may by giving not less than 1 week's notice in writing to the Contractor change the identity of the Authorised Officer or his/her nominee.

## **9. STAFF**

- 9.1 All staff or other persons engaged by the Contractor in the provision of the Service shall be suitably qualified and experienced in relation to the carrying out of the specified Service and the Contractor shall, when requested by the Authorised Officer supply a list of all persons engaged in the provision of the Service together with details of their relevant qualifications and experience.



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- 9.2 The Authorised Officer may require any person engaged in the carrying out of the Service to be withdrawn, where in their reasonable opinion, it is not appropriate for that person to be so engaged by reason of lack of qualifications experience or some other relevant reason.

## **10. REHABILITATION OF OFFENDERS AND DISCLOSURE & BARRING SERVICE (DBS)**

### **10.1. Rehabilitation of Offenders:**

- 10.1.1 Due to the nature of the work the Contractor and its staff and volunteers are exempt from the provisions of Section 4 (2) of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders (Exceptions) Orders 1975 and 1986.
- 10.1.2 The Contractor shall at its expense prior to a worker providing any part of the Service, provide information in accordance with the Act and Orders about convictions which for other purposes are “spent” under the provisions of the said Act.

### **10.2 Disclosure and Barring Service (DBS):**

- 10.2.1 The Contractor shall have in place a policy for the clearance of Staff by the DBS and a copy of the policy shall be made available to the Council on request.
- 10.2.2 The Contractor shall ensure that before any person is engaged in the provision of the Service(s) they shall have satisfactorily completed the enhanced disclosure reports from the DBS. The Contractor shall ensure that no person who discloses any convictions, or who is found to have any convictions or is barred from undertaking regulated activities following the results of a DBS check, is employed or engaged by the Contractor or on the Contractor’s behalf in the provision of the Service where it would be reasonable to consider that the nature of the offence is such that the person with the conviction is not suitable or appropriate to be employed or engaged in the provision of this Contract.
- 10.2.3 The Contractor shall review the status of their Staff DBS checks at least every three years and will refer Staff to the DBS where there are any concerns.

- 10.3 The Contractor 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 the Service Users.

- 10.4 The Council shall not in any circumstances be liable to the Contractor or to its Staff in respect of any liability, loss or damage occasioned by such withdrawal, suspension or removal referred to in clause 10.2.2 above.

## **11. SAFEGUARDING**

- 11.1 The Parties acknowledge that the Contractor is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 11.2 that at all times for the purposes of this Agreement has no reason to believe that any of its Staff are barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time the Contractor shall immediately notify the Council of any information that it requests to enable it to be satisfied that the obligations of this clause have been met. The Contractor will have written policies and procedures for the safeguarding of Tenants from any form of abuse or exploitation including physical, financial, psychological, sexual abuse, neglect, discriminatory abuse or self-harm or inhuman or degrading treatment through deliberate intent, negligence or ignorance. A copy of the Contractor's policy shall be available and will be provided to the Council upon request.
- 11.5 The Contractor will have policies and procedures for responding to suspicion or evidence of abuse or neglect (including whistleblowing) to ensure the safety and protection of Tenants. The procedures shall be fully compatible with the Council's Protecting Adults at Risk: London Multi Agency Policy and Procedures to Safeguard Adults from Abuse and its Inter Agency Child Protection Procedures.
- 11.6 The Contractor shall ensure that its entire Staff appropriately apply and follow these policies and procedures at all times.
- 11.7 The Contractor shall ensure that all Staff are made aware and are familiar with these policies and procedures and that they are informed of any changes. This shall include but not be restricted to the Contractor's Staff induction process

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- 11.8 The Contractor will publicise its 'Safeguarding Adults' and 'Safeguarding Children and Young People' policies and procedures to all Staff, volunteers, Tenants and carers in ways which are appropriate and accessible.
- 11.9 The Contractor will have clear, accessible and well-publicised complaints procedures. This includes information about how to complain to the Council and to external bodies such as regulators and service commissioners and shall be cross-referenced with the Contractor's 'Safeguarding' procedures. Relevant advocacy and advisory services are to be well-publicised.
- 11.10 The Contractor shall have a procedure by which Staff and volunteers can raise concerns and protection for 'whistle blowers' in accordance with the Public Interest Disclosure Act 1998. This shall be cross-referenced with the Contractor's 'Safeguarding Adults' and 'Safeguarding Children & Young People' procedures.
- 11.11A copy of the Council's Raising Concerns ('whistle blowing') procedure can be accessed via the London Borough of Bromley website.
- 11.12 Copies of Bromley's Protecting Adults at Risk and Safeguarding Children & Young People Policies and Procedures and the Inter Agency Child Protection Procedures can be found at: [www.bromley.gov.uk](http://www.bromley.gov.uk).

## **12. RECORDS AND AUDIT ACCESS**

- 12.1 During the Term and for a period of 6 years after the Termination Date, the Contractor shall allow the Council (acting by itself or through its Representatives) to access any of the Contractor's premises, systems, Contractor Personnel and relevant records as may reasonably be required to:
  - 12.1.1 Fulfil any legally enforceable request by any regulatory body;
  - 12.1.2 Verify the accuracy of Charges or identify suspected fraud;
  - 12.1.3 Review the integrity, confidentiality and security of any data relating to the Council or any Service User ;
  - 12.1.4 Review the Contractor's compliance with the Data Protection Legislation and the FOIA, in accordance with clause 35 (Data Protection) and clause 36 (Freedom of Information), and any other legislation applicable to the Services; or

12.1.5 Verify that the Services are being provided and all obligations of the Contractor are being performed in accordance with this agreement.

12.2 The Contractor shall provide all information or data (including Service Data) reasonably required by the Council relating to the provision of the Goods and/or Services within a reasonable time of any request made in writing by the relevant Authorised Officer. Such information or data (including Service Data) shall be presented in a format and in such media as is reasonably described in the notice.

12.3 The Contractor shall maintain a record of all expenditure incurred in relation to the Service and shall retain all invoices receipts accounting records and other relevant financial information for a period of at least 6 years after the expiration or termination of the Contract, or until the resolution of any dispute between the Council and the Contractor. The Contractor shall provide the Authorised Officer with copies or originals of all such documents forthwith upon his/her written request.

Subject to the Council 's rights of confidentiality, the Contractor shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:

- I. all information requested by the Auditor within the scope of the Audit;
- II. reasonable access to sites controlled by the Contractor and to equipment used in the provision of the Services; and III. access to the Staff.

12.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 12 unless the Audit reveals a default by the Contractor in which case the Contractor shall reimburse the Council for the Council's reasonable costs incurred in relation to the Audit.

12.9 If an audit identifies that:

12.9.1 The Contractor has failed to perform its obligations under this agreement, the provisions of clause 22 shall apply;

12.9.2 The Council has overpaid any Charges, the Contractor shall pay to the Council the amount overpaid within [20] days from the date of receipt of an invoice or notice to do so. The Council may deduct the relevant amount from the Charges if the Contractor fails to make this payment; and

12.9.3 the Council has underpaid any Charges, the Council shall pay to the Contractor the amount of the underpayment

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within thirty days from the date of receipt of an invoice for such amount.

### **13. HEALTH AND SAFETY**

- 13.1 The Contractor shall at all times comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and Safety, which may apply to its own staff, Council employees, Service User and others who may be affected by the Contractor's performance of the Service.
- 13.2 The Contractor shall review its Health and Safety Policy from time to time to ensure compliance with relevant legislation, guidance and professional and industry led practice for similar Services.

### **14. EQUAL OPPORTUNITIES**

- 14.1 The Contractor shall have due regard to the requirements of the Equality Act 2010 or any future legislation relating to discrimination on the grounds of: age, race, colour, ethnic or national origin, disability, gender (including gender reassignment), sexual orientation and religion or belief in the provision of the Service.
- 14.2 The Contractor shall have and shall comply with its own Equal Opportunities Policy.

### **15. DOCUMENTS AND DATA**

- 15.1 The Data and Reports and the copyright and other rights contained therein shall be and shall remain the exclusive property of the Council and shall vest in the Council at the time they are created.
- 15.2 The Contractor shall not use or divulge or communicate to any person without the Council's written consent:
  - a) any information it has obtained from the Council prior to, during or after the provision of the Service.
  - b) the Council's Materials and the Data and Reports or the substance relating to the Bromley Service;

AND it is agreed that this sub-Clause shall survive the termination or expiration of the rest of this Contract.

- 15.3 Upon request by the Council and in any event upon expiration or termination of this Contract the Contractor shall deliver to the Council all copies of the Contractor's Materials and the Data and Reports then in its custody or control.

## 16. LIABILITY AND INSURANCE

- 16.1 The Contractor shall at **all** times maintain, public and employer's liability with a minimum cover of [REDACTED] with a minimum cover of [REDACTED] insurance cover with a minimum cover of at least [REDACTED]
- 16.2 The policies shall have endorsed upon them the Councils interest or shall otherwise expressly by their terms and conditions confer their benefits upon the Council and shall upon request produce evidence of such insurance to the Council.
- 16.3 The Contractor shall provide the Services with reasonable skill and care and shall indemnify the Council against any expense loss liability claim or proceedings whatsoever and howsoever arising from the provision or negligent provision of the Services in respect of
- (i) personal injury and/or death of any person
  - (ii) any loss or damage to real or personal property

Redacted in accordance with section 94 of the Procurement Act 2023

Subject to the following

- (i) the Contractor shall not be liable for any expense loss liability claim or proceedings to the extent that they are due to the act or neglect of the Council its servants or agents (other than the Contractor).

## 17. PREVENTION OF CORRUPTION

17.1 The Contractor shall:

17.1.1 Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements).

17.1.2 Not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

17.2 The Council may terminate this Agreement and recover all its loss if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:

- a) Offer, give, or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Contractor does not know what has been done), or
- b) Commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972, or

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- c) Commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, Consultants or employees.

17.3 Any clause limiting the Contractor's liability shall not apply to this clause.

## **18. CONFLICT OF INTEREST**

18.1 The Contractor shall notify the Council as soon as it becomes aware that it may have a conflict of interest in any matter connected with the provision of the Service or that such potential conflict has arisen or is likely to arise.

18.2 The Contractor shall not employ any employee of the Council without the prior written consent of the Council, which the Council may withhold in its absolute discretion.

## **19. TAX INDEMNITY**

19.1 The Contractor warrants and represents to the Council that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Agreement or in relation to any payments made by the Contractor to its officers or employees in connection with this Agreement.

19.2 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Agreement or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

19.3 The Contractor shall indemnify Council against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Agreement (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Council in connection with any such assessment or claim.

19.4 The Contractor authorises the Council to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Agreement whether or not Council is obliged as a matter of law to comply with such request.

## **20. WARRANTY AND INDEMNITY**

20.1 The Contractor acknowledges and confirms that:

- 20.1.1 The Council has delivered or made available to the Contractor all of the information and documents that the Contractor considers necessary or relevant for the performance of its obligations under this agreement;
- 20.1.2 It has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Council pursuant to 20.1.1;
- 20.1.3 It has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Council before the Commencement Date) of all relevant details relating to the performance of its obligations under this Contract (including without limitation the suitability of Council Premises); and
- 20.1.4 It has entered into this Contract in reliance on its own due diligence

20.2 Nothing in this Contract shall render the Council liable to indemnify the Contractor in respect of any loss liability or damage of any kind incurred by the Contractor save where such loss liability or damage is due to the negligent act or omission of the Council.

20.3 The Contractor warrants that:

- a) All information representations and other matters of fact communicated to the Council by the Contractor are true to the best of its knowledge and complete and accurate in all respects.
- b) It is entitled to use and disseminate all or any of the information used by it in carrying out the Service and agrees to indemnify the Council in respect of all costs claims actions demands and proceedings made against it by third parties as a result of a breach by the Contractor of this warranty or any copyright or on account of infringement of any other protected right contained in this Agreement.

20.4 The Contractor hereby indemnifies and will keep indemnified the Council against all costs claims actions demands and proceedings arising from



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any acts, errors or omissions of the Contractor be these wilful negligent or otherwise.

## **21. SUB-CONTRACTING AND ASSIGNMENT**

- 21.1 Neither party shall assign or otherwise transfer this Contract or any of the rights benefits or liabilities arising under it without the prior written consent of the other party.
- 21.2 The Contractor will not sub-contract any part of the Service without the prior written consent of the Council notwithstanding that this Contract may anticipate that the Contractor will sub-contract certain parts of the Service. It is entirely at the discretion of the Council as to whether it consents to any intended subcontracting arrangement.
- 21.3 The Contractor shall include in every Sub-contract:
- a) A right for the Contractor to terminate that Sub-contract if the relevant Subcontractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law.
  - b) A duty of the Contractor to make payments to the Subcontractor to the Contractor within 30 days of the receipt of a valid invoice
  - c) A requirement that the Sub-contractor includes a provision having the same effect as (a) and (b) above in any Subcontract which it awards.

## **22. BREACH OF CONTRACT AND TERMINATION**

- 22.1 If the Contractor commits any breach of this Contract, then:-
- a) In the case of a breach which is capable of being remedied the Contractor shall at its own expense remedy the breach within seven days of receiving notice from the Authorised Officer and shall compensate the Council in respect of any loss which may have arisen as a result of the breach. or
  - b) In the case of a breach which is not capable of being remedied or in the case where the Contractor has failed to remedy a breach in accordance with Clause 22.1 (a) above the Council may terminate this Contract by serving notice on the Contractor that the Contract has been so terminated.
- 22.2 The Council may terminate this Contract at any time if the Contractor becomes insolvent or is wound up or is otherwise dissolved or if an administrator or receiver is appointed or being an individual has an interim order or bankruptcy order made against them or if the Contractor makes a composition or arrangement with its creditors or a liquidator is appointed OR if any other events or circumstances arise

which affect or are likely to affect the ability of the Contractor to carry out the Service.

22.3 Upon termination or expiration of this Contract, the Contractor shall return to the Council forthwith all documentation including the Service Data and any other property equipment or information belonging to the Council and any part of the Contract Price which relates to any part of the Service which will not then be carried out by the Contractor.

## **23. EXIT AND HANDOVER ARRANGEMENTS**

23.1 The Contractor shall be required to keep under review the Exit Management Plan contained in Schedule 7 and upon termination or expiry of this Agreement the Parties shall comply with the Exit Management Plan to ensure orderly transition of the Services.

23.2 Following the tender process and upon formal award of any new contract or end of the Contract Term howsoever ended, the Contractor and any Successor Organisation shall ensure that a succession plan is agreed which is satisfactory to the Council. The succession plan once agreed between the Contractor, any Successor Organisation and the Council, will be deemed incorporated in this Contract and the Contractor will use its best endeavours to comply with the provisions of the succession plan.

23.3 The Contractor will not charge the Council or any Successor Organisation for any expenditure howsoever incurred in carrying out the handover arrangements as set out in this Clause 23 at the end of the Contract Term.

23.4 The plan for the orderly handover of the Services to the Council or any Successor Organisation following termination or expiry of this Contract shall include compliance by the Contractor of the provisions of Clause 22.3 .

23.5 The Contractor shall immediately upon request of the Council's Authorised Representative, supply to the Council any information specified by the Council as being necessary for the re-tendering of this Contract in accordance with Clause 24 ('Information on Retendering').

## **24. INFORMATION ON RE-TENDERING**

24.1 Notwithstanding clause 39 ('Confidential Information') and clause 35 ('Personal Data Protection'), the Contractor must provide the Council with such information and data as the Council may reasonably require enabling the Council to prepare the necessary documentation to

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undertake procedures leading to the award of a new Contract, which may include the appointment of another Contractor to provide the Service. For the avoidance of doubt the Council shall not be able to request from the Contractor any information or data which relates solely to the business or tax affairs of the Contractor and does not concern the Service.

## **25. TUPE**

The parties agree that the provisions of Schedule 8 shall apply to any Relevant Transfer of staff under this Contract.

## **26. DISPUTE RESOLUTION**

- 26.1 If any dispute arises out of these Clauses (other than in relation to any matter in which the Council has a discretion which is exercised in accordance with the terms of these Clauses and which shall be final and conclusive) the Parties will use all of their respective reasonable endeavours to resolve it by negotiation.
- 26.2 If negotiations fail to resolve such dispute the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. To initiate mediation a Party shall give notice in writing (a "Mediation Notice") to the other Party requesting mediation of the dispute and shall send a copy to CEDR asking CEDR to nominate a mediator in the event that the Parties shall not be able to agree such appointment by negotiation.
- 26.3 The mediation shall commence within 28 days of the Mediation Notice being served. Neither Party will terminate such mediation until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour. Thereafter paragraph 14 of the CEDR Model Mediation Procedure will apply. Neither Party will commence legal proceedings against the other until thirty days after such mediation of the dispute in question has failed to resolve the dispute.
- 26.4 During any dispute, including a dispute as to the validity of the Contract, the Contractor shall continue its performance of the provisions of the Contract (unless the Council requests in writing that the Contractor does not do so) and the Council shall continue to pay.

## **27. BUSINESS CONTINUITY**

- 27.1 The Contractor shall have in place a Business Continuity Plan (available to the Council on request) that sets out the detailed procedures and processes to be followed and actions to be taken if there is a failure or disruption of the Services.

- 27.2 The Contractor shall comply with the provisions of the Business Continuity Plan and shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its terms.
- 27.3 The Contractor shall test the Business Continuity Plan on a regular basis (and in any event not less than once in every 12-month period). Subject to Clause 27.4, the Council may require the Contractor to conduct additional tests of the Business Continuity Plan where the Council considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan. The Council reserves the right to attend any Business Continuity Plan test undertaken by the Contractor.
- 27.4 If the Council requires an additional test of the Business Continuity Plan it shall give the Contractor written notice and the Contractor shall conduct the test in accordance with the Council's requirements and the relevant provisions of the Business Continuity Plan. Following each test, the Contractor shall send to the Council a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Council considers to be necessary as a result of those tests.
- 27.5 The Contractor shall undertake regular risk assessments and/or business impact analysis in relation to the provision of the Services not less than once every six months and shall provide the results of and any recommendations in relation to those risk assessments or business impact analysis to the Council promptly in writing following each review.

## **28. VARIATION**

- 28.1 This Contract may only be varied by the agreement of both parties and any such variation shall be made in writing and signed by both parties.
- 28.2 Notwithstanding Clause 28.1 above the Authorised Officer shall have power to vary this Contract by:-
  - a) requesting the Contractor to undertake work which is substantially similar to the Service in substitution for the Service.
  - b) requesting the Contractor to undertake work in addition to the Service provided that such additional work shall be substantially similar to the Service; or

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- c) requiring the Contractor to omit or postpone the provision of any part of the Service.

Any requirement for Change shall be subject to the Change Control Procedure set out in Schedule [5] .

## **29. SEVERABILITY**

- 29.1 If any provision in this Contract shall be adjudged by a court to be unlawful void or unenforceable such provision shall to the extent required be severed from this Contract but shall in no way affect the validity or enforceability of the remainder of this Contract.

## **30. WAIVER**

- 30.1 No forbearance or delay by either party in enforcing their respective rights under this Contract will prejudice or restrict the rights of that party to enforce such rights and nor shall they be deemed to have waived those rights unless expressly provided in writing but where any rights have been so waived by a party in accordance with the terms hereof this shall not be deemed to affect any of their other rights under this Contract or Terms hereof.

## **31. NOTICES**

- 31.1 All notices consents or approvals given under this Contract shall be in writing and shall be personally delivered or sent by pre-paid first class post to the parties at their respective addresses shown above or to such other address in the United Kingdom as may be notified to the other party in writing AND in the case of delivery by post the notice consent or approval will be deemed to have been delivered two working days after the date of posting.

## **32. FORCE MAJEURE**

- 32.1 In the event of a Force Majeure event (which shall include but not be limited to Government regulations, fire, flood or any disaster, acts of war or terrorism which are both beyond the control of the Contractor and are such that the Contractor with the application of due diligence and foresight could not prevent) which causes the cessation of or substantial interference with the performance of the Service, the duty of the Contractor to perform the Service shall be suspended until such circumstances have ceased.
- 32.2 The Council will not be liable to make any payment to the Contractor in respect of such suspension and any such sum already paid in respect of any part of the Service not yet performed will be held to the credit of the Council and returned upon request.

- 32.3 For the avoidance of doubt, it is hereby expressly agreed that industrial action or related difficulties or failure to provide adequate premises (if applicable)], equipment and materials are not to be considered as Force Majeure events.

### **33. LAW AND JURISDICTION**

- 33.1 The Parties shall agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract and that the Contract and any dispute or claim arising out of it shall be governed and construed according to the law of England.

### **34. COPYRIGHT**

- 34.1 The ownership of and sole right to the copyright in any document guidance note or other papers prepared by the Contractor for the Council pursuant to this engagement shall be vested in the Council from the date of their preparation. The Contractor shall not be entitled to charge any licence fee or other reward for use by the Council of such document guidance note or other papers prepared or provided by the Contractor as part of the Services.

### **35. PERSONAL DATA PROTECTION**

#### **27.1 Data Protection Legislation means:**

- a) The Data Protection Act 2018.
- b) The UK General Data Protection Regulations (UK GDPR).
- c) The Privacy and Electronic Communications (EC Directive) Regulations 2003.
- d) Any other data protection laws and regulations (including amended, supplemental or replacement laws and regulations) applicable in the United Kingdom.
- e) Codes of Conduct published by the Information Commissioner's Office (ICO).

- 27.2 Each party will comply with all applicable requirements of the Data Protection Legislation.

- a) the Council is the Data Controller, and the Contractor is the Data Processor in relation to the Personal Data processing set out in paragraph 5 and the Schedule to this clause.
- b) to the extent that the Council and the Contractor are joint Data Controllers in relation to the processing of any Personal Data they

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will in good faith agree and sign an Information Sharing Contract or agree another arrangement which complies with Article 26 UK GDPR.

27.3 Without prejudice to the generality of paragraph 2 above, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Contract the Contractor shall:

- a) process that Personal Data only on the written instructions of the Council and only insofar as is necessary for the performance of this Contract unless the Contractor is otherwise required by law.
- b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, including:
  - (i) anonymising, pseudonymising and encrypting Personal Data where appropriate.
  - (ii) ensuring confidentiality, integrity, availability and resilience of its systems and processes.
  - (iii) ensuring that availability of and access to Personal Data can be restored in a timely manner after any technical or physical incident.
  - (iv) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- c) ensure that all personnel who have access to and/or process Personal Data are legally obliged to keep the Personal Data confidential.
- d) not disclose or transfer any Personal Data to any third party without the express written consent and instruction of the Council.
- e) notify the Council within 24 hours of any request from a Data Subject and assist the Council in responding to any request from a Data Subject.
- f) comply with the Data Protection Legislation with respect to security, Personal Data Breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators.
- g) co-operate with the Council in relation to any Data Protection Impact Assessment carried out by, at the direction of and/or in conjunction with the Council.
- h) notify the Council within 24 hours on becoming aware of a Personal Data Breach of any kind and assist the Council in responding promptly including any notification to and communication with the affected Data Subject(s) and the ICO.

- i) maintain complete and accurate records and information to demonstrate its compliance with this clause.
- j) submit to audits and inspections by the Council and its authorised agents.
- k) provide the Council with whatever information the Council reasonably needs to ensure that the Council and the Contractor are meeting their respective Data Protection Legislation obligations.
- l) inform the Council immediately if the Contractor is asked to do anything which would infringe the Data Protection Legislation.
- m) employ a Data Protection Officer where required and keep the Council informed from time to time of the identity of the currently appointed Data Protection Officer.
- n) not transfer any Personal Data outside of the UK unless the prior written consent of the Council has been obtained (which consent the Council may in its absolute discretion grant or refuse) and the following conditions are fulfilled:
  - (i) the Contractor has provided appropriate safeguards in relation to the transfer.
  - (ii) any Data Subject has enforceable legal rights and effective legal remedies.
  - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
  - (iv) the Contractor complies with all instructions notified to it in advance by the Council with respect to the processing of the Personal Data.
- o) Not appoint any Sub-Processor of Personal Data under this Contract unless the prior written consent of the Council has been obtained (which consent the Council may in its absolute discretion grant or refuse) and the following conditions are fulfilled:
  - (i) The Contractor notifies the Council of the identity of the Sub-Processor and confirms that the Contractor has entered into or (as the case may be) will enter into with the Sub-Processor a written agreement incorporating terms which are substantially similar to those set out in this clause.
  - (ii) The Sub-Processor has and at all times shall maintain sufficient commercial, technical and organisational capacity fully to discharge all its obligations under the said written agreement with the Contractor and under the Data Protection Legislation.



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- p) return all Personal Data and copies thereof to the Council, or delete the same as the Council may direct, on termination of this Contract howsoever caused.

27.4 The Contractor shall indemnify the Council against all actions, claims, demands, proceedings, damages, liabilities, costs, charges and expenses whatsoever incurred by the Council or for which the Council may become liable due to any breach of this clause or of the Data Protection Legislation by the Contractor or by any Sub-Processor appointed by the Contractor.

27.5 For the purposes of this Contract and the Data Protection Legislation if details are not set out in the Schedule below then:

- a) The **categories** of Data Subjects is limited to those natural persons whose Personal Data it is necessary to process for the proper performance of this Agreement, including any Specification;
- b) The **type** of Personal Data is limited to the type of Personal Data which it is necessary to process for the proper performance of this Agreement, including any Specification.
- c) The **subject matter** of the processing of Personal Data is the provision of the specific Contractor works, services and/or goods under this Agreement, including any Specification.
- d) The **nature** of the processing of Personal Data means any operation such as collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, alignment, combination or use, whether or not by automated means.
- e) The **purpose** of the processing of Personal Data is limited to enabling the Contractor to perform its specific contractual obligations under this Agreement, including any Specification.
- f) The **duration** of the processing of Personal Data is limited to the life of this Agreement, including any extension.

#### General Data Protection Regulation (GDPR) Schedule

The <b>categories</b> of Data Subjects	<i>Client Information, Equipment Issued. Associated Costs and Activity Speeds.</i>
The <b>type</b> of Personal Data	Referral of Equipment and relevant info to issue to the Community.
The <b>subject matter</b> of the processing of Personal Data	Client Details and Referred Equipment in the Community

The <b>nature</b> of the processing of Personal Data	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
The <b>purpose</b> of the processing of Personal Data	To enable the Council to comply with its statutory duty and the parties to comply with their respective contractual obligations.
The <b>duration</b> of the processing of Personal Data	The duration of this Contract/Agreement between the parties.

### 36. FREEDOM OF INFORMATION

36.1 The Contractor acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with the Council, at the Contractor's expense, to enable the Council to comply with these information disclosure requirements.

36.2 The Contractor shall and shall procure that its Sub-Contractors shall:

- a) Transfer the Request for Information to the Council as soon as practicable after receipt and in any event within two working days of receiving a Request for Information
- b) Provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the Council requesting that information and
- c) Provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA [or Regulation 5 of the EIR.

36.3 The Council shall be responsible for determining at its absolute discretion whether any information:

- a) Is exempt from disclosure in accordance with the provisions of the FOIA or the EIR
- b) Is to be disclosed in response to a Request for Information and in no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

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- 36.4 The Contractor 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) be obliged under the FOIA or the EIR to disclose information:
  - a) without consulting with the Contractor or
  - b) following consultation with the Contractor and having taken its views into account.
- 36.5 The Contractor shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
- 36.6 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, EIRs or the Procurement Act 2023, the content of this Contract is not Confidential Information and the Contractor hereby gives its consent for the Council to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA or the Procurement Act 2023 redacted) including any changes to this Contract agreed from time to time. The Council may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA or the Procurement Act 2023.

## **37. MONITORING**

- 37.1 The Council shall be entitled to take all reasonable steps to monitor the performance of this Contract by the Contractor who shall cooperate fully with the Council and shall provide such information as the Council may reasonably require for this purpose.
- 37.2 The Council's Authorised Officer and the Contractor's representative shall meet at not less than monthly intervals to monitor and review the performance of this Contract, including the achievement of the Target KPIs. Such meetings shall be minute by the Council's Authorised Officer and copies of those minutes shall be circulated to and approved by both parties.
- 37.3 Without prejudice to any other reports required under this Contract, in advance of each meeting to be held in accordance with Clause 37.2:

37.3.1 The Contractor shall provide the Council with a monthly written report detailing its performance against each of the KPIs and identifying any issues regarding the performance of the Contract for discussion at the meeting; and

37.3.2 The Council shall notify the Contractor of any concerns it has regarding the performance of the agreement for discussion at the meeting.

37.4 At the meeting, the parties shall agree a plan to address any problems identified in the performance of the Contract. In the event of any problem being unresolved, or a failure to agree on the plan, the procedures set out in clause 22 shall apply. Progress in implementing the plan shall be included in the agenda for the next monthly meeting.

### **38. STATUTORY OBLIGATIONS**

38.1 The Contractor shall comply in all aspects with all statutory obligations, rules and regulations having legal effect and the internal policies and regulations of the Council concerning the provision of the Service and shall fully and completely indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses howsoever incurred in respect of any breach by the Contractor of this Clause.

### **39. CONFIDENTIAL INFORMATION**

39.1 Without prejudice to both Parties' obligations pursuant to Clause 36, each party shall treat information obtained or received in relation to or arising out of the provisions of the Service as confidential and neither party shall publish or disclose the same without the prior written consent of the other. Each Party shall take all reasonable steps to ensure compliance of this Clause by its employee's, agents and Sub-Contractors.

39.2 The Contractor may only disclose confidential information obtained from the Council to its Staff that are directly involved in the provision of the Service or need to know the information and shall ensure such Staff are aware of and comply with all obligations relating to confidentiality.

39.3 Except to the extent set out in this Clause 39; elsewhere in this Contract or where disclosure is permitted by statutory legislation including any requirements for disclosure under the FOIA / EIR and Section 6 (1) of the National Audit Act 1983, each Party shall:

39.3.1 Treat the other Party's confidential information as confidential;

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39.3.2 Not disclose the other Party's confidential information to any other person without the owner's prior written consent.

39.4 For the purposes of this Clause 39 the expression "Confidential Information" means any information which has been designated as confidential by either Party or that ought to be considered as confidential (however it is conveyed).

39.5 Clause 39.1 above shall not apply to any disclosure of information:

- (a) Required by any applicable law, provided that clause 36 shall apply to any disclosures required under the FOIA or the Environmental Information Regulations;
- (b) That is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Contract;
- (c) That is shared with any industry regulators such as the Care Quality Commission;
- (d) By the Council of any document to which it is a party and which the Parties to this Contract have agreed contains no Confidential Information;
- (e) Which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (f) By the Council to any other department, office or agency of the government, provided that the Council informs the recipient of any duty of confidence owed in respect of the information; and
- (g) By the Council relating to this Contract and in respect of which the Contractor has given its prior written consent to disclosure

39.5 This Clause will remain effective after this Contract has been terminated or otherwise ceases to be of any effect.

#### **40. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Nothing in this Contract, save as may be otherwise expressly provided, creates any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the Parties to this Contract.

**41. ENTIRE AGREEMENT**

- 41.1 This Contract constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 41.2 Each Party acknowledges that in entering into this Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 41.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 41.4 Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

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

**THE COMMON SEAL OF  
THE MAYOR AND  
BURGESSES OF THE  
LONDON BOROUGH OF  
BROMLEY**

Was hereunto affixed in the  
presence of



Sealed By: The Mayor and Burgesses of the London Borough of Bromley  
Sealed Time: 02 September 2025 | 16:55 BST

[Redacted signature]

.....  
Authorised  
signatory

Redacted in accordance with  
section 99 of the  
Procurement Act 2023

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Executed as a  
deed by  
INSPIRE  
MEDICARE  
LIMITED acting by  
[redacted]  
[redacted], a Director.

[redacted]  
.....  
Signature of  
Director

In the presence  
of [redacted]  
[redacted]  
CEO  
Designate, Inspire  
Medicare Ltd.

[redacted]  
.....  
Signature of  
Witness

Redacted in  
accordance with  
section 99 of the  
Procurement Act  
2023

## **SCHEDULE 1 – SPECIFICATION**



### **LONDON BOROUGH OF BROMLEY EDUCATION, CARE & HEALTH SERVICES**

#### **SERVICE SPECIFICATION**

#### **FOR INTEGRATED COMMUNITY EQUIPMENT SERVICES**



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INTRODUCTION

- 1.1 The Office for Disability Issues estimates that there are 11.6 million disabled people in Great Britain almost 1 in 5 people. Of these it is estimated that 5.7 million are adults of working age, 5.1 million are over state pension age and 0.8 million are children.
- 1.2 Statistics show that there is an increase in the number of older people both nationally and locally. More than one in five of us are already over 60, and the number of people over 60 is expected to increase to 18.5 million in 2025
- 1.3 In Bromley in 2025, approximately 22,493 individuals (around 6.2% of the population) have a disability where their day-to-day activities are limited a little, and 28,134 (around 7.8%) have activities limited a lot. A significant portion of the population, around 309,603 (86%) of a population of 360,230 report no limitations to their daily activities. The number of people with learning disabilities is also a notable factor, with projections indicating an increase in both adults and older adults with learning disabilities in the coming years.

SERVICE OUTCOMES

1.1 NHS Outcomes Framework Domains and Indicators

The NHS Outcomes Framework defines the outcomes which services should be commissioned to achieve under five overarching domains. These apply to integrated equipment services as below:

Domain 1	Preventing people from dying prematurely	
Domain 2	<div>Enhancing quality of life for people with long-term conditions</div> <ul style="list-style-type: none"><li>Ensuring people feel supported to manage their condition</li><li>Health related quality of life Improving functional ability in people with long term conditions</li><li>Enhancing quality of life for carers</li><li>Improving quality of life for people with three or more long term conditions</li></ul>	ü

<b>Domain 3</b>	<p>Helping people to recover from episodes of ill health or following injury</p> <ul style="list-style-type: none"> <li>• <i>Improving recovery from injuries and trauma</i></li> <li>• <i>Improving recovery from stroke</i></li> <li>• <i>Regaining previous level of mobility/walking ability</i></li> <li>• <i>Remaining at home following hospital discharge</i></li> </ul>	ü
<b>Domain 4</b>	<p>Ensuring that people have a positive experience of care</p> <ul style="list-style-type: none"> <li>• <i>Improving peoples experience of integrated care</i></li> </ul>	ü
<b>Domain 5</b>	<p>Treating and caring for people in a safe environment</p> <ul style="list-style-type: none"> <li>• <i>Improving the culture of safety reporting</i></li> </ul>	ü

## 2.1 Adult Social Care Outcomes Framework Domains and Indicators

The NHS Outcomes Framework defines the outcomes which services should be commissioned to achieve under five overarching domains. These apply to integrated equipment services as below:

<b>Domain 1</b>	Preventing people from dying prematurely	
<b>Domain 2</b>	<p>Enhancing quality of life for people with long-term conditions</p> <ul style="list-style-type: none"> <li>• <i>Ensuring people feel supported to manage their condition</i></li> <li>• <i>Health related quality of life Improving functional ability in people with long term conditions</i></li> <li>• <i>Enhancing quality of life for carers</i></li> <li>• <i>Improving quality of life for people with three or more long term conditions</i></li> </ul>	ü

<b>Domain 3</b>	<p>Helping people to recover from episodes of ill health or following injury</p> <ul style="list-style-type: none"> <li>• <i>Improving recovery from injuries and trauma</i></li> <li>• <i>Improving recovery from stroke</i></li> <li>• <i>Regaining previous level of mobility/walking ability</i></li> <li>• <i>Remaining at home following hospital discharge</i></li> </ul>	ü
<b>Domain 4</b>	<p>Ensuring that people have a positive experience of care</p> <ul style="list-style-type: none"> <li>• <i>Improving peoples experience of integrated care</i></li> </ul>	ü
<b>Domain 5</b>	<p>Treating and caring for people in a safe environment</p> <ul style="list-style-type: none"> <li>• <i>Improving the culture of safety reporting</i></li> </ul>	ü

### 3.1 Aims and objectives of service

The overall aims of the service are to provide a range of high quality, responsive, cost effective equipment to people (including children and young people\*) with health and social care needs whose General Practitioner (GP) is within the Bromley Healthcare ICB area as well as people residing in the borough of Bromley.

\*The funding of the inclusion children and young people's equipment within the Service will be negotiated during the lifetime of the contract.

The Service is provided to facilitate recovery from medical conditions or interventions, to prevent deterioration and to help people that use services and their carers maintain their care and support needs. Whenever possible, the focus of service provision is to maintain independent living within the person that use services' own home and community. The service contributes to the fulfilment of responsibilities under the Care Act 2014, by promoting well-being and preventing, reducing and delaying need the need for care.

People that use services will be provided with appropriate equipment on loan including delivery & collection within specified time limits either from a stock maintained by the provider or via a special order as required (see Appendix B for an example of the expected standard stock items). All issues and collections are to be actioned as requested by the Service Prescriber.

The people that use services must feel that the Provider operates safe working practices, holds their interest and welfare of paramount importance and is trustworthy and reliable.

The following values will underpin all activities undertaken by the Service Provider:

- a. People that use services will retain the greatest possible control over their lives.
- b. People that use services will be treated with courtesy, respect, and dignity always.
- c. Ensuring People that use services' needs are always met including in a crisis and are prevented from developing or escalating.
- d. All activities undertaken by the Service Provider, with minimum disruption to the people that use services.
- e. Supporting the Prescribers in a proactive and responsive manner, to maximise the benefits realisation of the service in their daily working lives.
- f. The unnecessary use of Health and Social Care services is prevented. (e.g., hospital admission)
- g. In partnership with the Council and as directed the people that use services' views will be sought and acted on with regards to the quality of the service provided.
- h. The diverse needs of people that use services will be recognised.
- i. Ensuring that the Service always complies with London Borough of Bromley Safeguarding Adults Board policies and procedures.

Ensuring that it works with London Borough of Bromley and has in place compliant systems, policies and procedures to ensure the protection of all people that use services as well as any successive legislation, and shall ensure compliance with such systems, policies and procedures

### **3.2 Service description / care pathway**

The service is commissioned to supply a range of health and social care equipment to Bromley people (including children and young people) that use services upon receipt of a requisition order from an approved Prescriber, ensure its timely delivery, give instruction in its use where appropriate, fit certain items of equipment and once no longer required, recover the equipment in a timely manner for recycling back into circulation. Recycling is to include deep clean of all equipment including fabric chairs.

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The Provider will provide a responsive repairs service for equipment issued to people that use services and will also provide a repairs and refurbishment service 'at base' to maximise the working life of any equipment purchased.

The Provider will ensure that appropriate resources and operational systems are available to purchase, store, deliver, track, maintain, collect, clean and re-cycle the equipment, including non-stock items. It will be important to measure performance and to produce accurate and reliable management information. Arrangements, which ensure all re-usable equipment can be easily returned and re-cycled, are an essential part of maximising available resources. For equipment that is ordered as bespoke items and not standard issue, the Provider will maintain a catalogue of recycled items, made available to Prescribers on a weekly basis.

In addition to the above the Provider is encouraged to offer services to non-eligible residents in an outreach service to the population of Bromley as a whole, in the form of a shop or on-line service offer or both. Residents will be required to pay for such services.

## **Procurement of Equipment**

### Standard stock and non-standard stock

The Provider must:

- Incorporate new equipment for assessment or trial as requested by Service Prescriber and/or the Equipment Board
- Ensure an efficient and cost effective method of ordering equipment, both Standard Stock and Non-Standard Stock for all those who have been assessed as eligible by the service prescribers, using as far as possible agreed LB Bromley equipment procurement arrangements The provider will also support the Council's procurement team to procure equipment cost effectively through alternative procurement arrangements with companies agreed by the Council.
- Maintain a catalogue of the availability of Non-Standard Stock items (i.e. Specials) returned from clients and available for re-use
- Maintain a procedure for notifying the Equipment Board of slow moving equipment stock on a regular basis
- Maintain minimum standard stock levels of new and refurbished items to a type and specification agreed by the Service Commissioners in quantities sufficient to provide and maintain the Service
- Offer advice and support to the Service Prescriber with regard to the selection and approval of specifications for the most cost-effective equipment and the type of service required
- Regularly review the type and standard of Equipment provided in accordance with Best Value practices

- Maintain, repair and service equipment held at stores and all equipment out in people that use services' premises (including school and children's respite settings within a 30 mile radius from the Bromley boundary unless under contract).
  - Riser Recliner Chairs ○ Mobile Hoist & Slings ○
  - Standing Hoist & Slings ○ Electric Leg Lifters ○
  - Hospital Beds
  - Powered Bathlifts

### **Equipment Ownership**

The ownership of equipment remains with the Commissioner whether it is on loan to a client or within the Store.

### **Supplier's Liabilities**

- The Provider will have a duty to provide goods of a merchantable quality and accordingly they will need to confirm each piece of equipment supplied is fit for a particular purpose and of good working order by reference to the Supplier's specification
- If the Supplier installs the equipment it must be properly assembled in the home in a good and workman like manner and any damage done is made good
- If the people that use services suffers an accident, injury or death by use of the equipment, the provider could be held liable if the injury was caused by the provider's negligence. This will not detract from the suppliers and manufacturers liabilities under relevant legislation.
- The Provider should ensure that manufacturers warning signs are in place on equipment issued
- People that use services should examine the goods before accepting them and labels used on the equipment should identify the manufacturer and/or supplier
- It is a criminal offence to supply goods that do not comply with safety regulations which rests on the Supplier
- An adequate indemnity is required from the Supplier that they will indemnify the Provider from any claims actions or proceedings
- As the Supplier will be attending the people that use the services' home, checks for criminal convictions should be made to ensure residents are not put at risk
- Where the equipment is new for assessment or trial, sufficient warning signs to the people that use services and indemnities are required to protect the Provider.

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## **Equipment Catalogue**

The Provider will compile and maintain appropriate electronic catalogues detailing the Service and all equipment available under this arrangement. The Provider will:

- Make available the Catalogue and ensure it is available to all Service Prescribers
- Make any revisions to the Catalogue available to all Service Prescribers

## **Recording and Tracking**

### Client Related

The Provider must maintain records in a format acceptable to the Service Commissioners giving the following details for each person that use services:

- Unique Identification number (LAS Number)
- The forename and surname
- The full address and postcode
- School address (if applicable)
- Each item of equipment on loan
- Whether item is School funded equipment - if known

### Stock Related

The Provider must maintain records for:

- A tracking facility for equipment requiring regular servicing
- A record of the date of cleaning of equipment returned to store
- Commodity Code
- Each item delivered/returned
- Each maintenance/service/repair visit
- Quantity held as stock
- Number issued
- Number returned
- Date of issue
- Date of returns
- Date of write offs

### Prescriber-Related

The Provider must maintain records for:

- Forename and Surname
- Profession / Designation

- Organisation they work for
- Address of Workplace
- Team
- Items prescribed and date of request by prescriber
- Forename and Surname of Authoriser

The Commissioners will have the right to examine the records referred to, giving a minimum one hour notice during normal working hours. Prior to the termination of the Service, the Provider must supply to the Service Commissioners all relevant records.

### **Stock Takes**

- The Provider will undertake a minimum of two stock takes per year and reconcile this to recorded stock levels
- Deficiencies and surpluses will be reported to the Service Commissioners and any write offs notified
- The Provider will liaise with Schools and other sub store holders for them to carry out similar stock takes and feedback information accordingly.

### **Requisition, Delivery and Collection Notes**

- The Provider will provide an electronic system of Equipment Requisition accessible to both health and social care prescribers
- Delivery and collection notes must be signed by the person that use services or their representative. The Provider will decide the mechanism for this
- This system must include an acknowledgement by the people that use services that the equipment is provided on free loan from the Service Commissioner and will be returned at the end of its use
- People that use services' insurance company must be informed by the person that use services and include this on their policy (provider must inform people that use services of this)
- Details of where to return equipment should also be given. The system should also provide all Service Prescribers with the facility to use the Requisition/Delivery Note and Requisition/Collection Note in any system they operate.

### **Delivery, Collection and Demonstration**

#### **• General**

The Provider must ensure:

- Delivery/collection to or from any address within the Bromley borough and surrounding area covered by GP practices which are members of Bromley



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ICB and occasionally from out-of-borough special schools or respite provision subject to a maximum of a 30 mile radius from the Bromley boundary

- That, unless otherwise instructed by the Service Prescriber, equipment is delivered / collected as specified, including liaison with Service Prescriber where on-site assistance is required
- Equipment is delivered/collected within agreed timescales
- Delivery and collection will take place at times suitable to the people that use services. Any changes in times must be communicated and agreed in advance with the people that use services and / or their carer
- The use of best endeavours to schedule deliveries and collections efficiently to maximise the deployment of vehicles and delivery staff
- Sufficient time must be given for the people that use services to answer the telephone/ intercom and/or the door
- As much time, as is reasonable in the circumstances, is taken to ensure that the people that use services receive the service on the date/time slot specified
- People that use services, their carers and / or relatives are encouraged to, deliver/collect items direct to/from the stores
- Equipment delivered to people that use services must be in good working order in accordance with the manufacturer's instructions, a copy of which should be attached - if this is necessary for the type of equipment delivered to the person that uses services.
- That the equipment arrives in a clean and hygienic condition in accordance with guidance issued by the Medical Devices Agency on the decontamination of medical equipment
- That the delivery driver / technician must be suitably competent so as to fit a specified range of equipment and ensure the people that use services / carer can use the equipment safely. Appendix B shows a list by way of example, which may be subject to change, of equipment which may be fitted by delivery drivers.
- That the above is documented by the delivery driver / technician and reported to the service provider
- That the Service Prescriber is informed of any difficulties with delivery. This must take place within 1 working day, unless it is a Priority 1, which must be notified immediately.

The delivery service shall:

- Unwrap equipment, remove all wrapping and packaging materials. Assemble, install and set up the equipment or disassemble and remove, in accordance with the manufacturer's instructions. A copy of which can accompany equipment if required.
- Provide the people that use services with written manufacturer's instructions (if available) on the cleaning and use of the equipment provided and report to the provider if there are any issues / problems with the equipment
- Deliver to the people that use services any notice or instruction requested by the Service Prescriber

- For specified items of equipment, determine that the people that use services is safe using the same
- If any orthopaedic chair or other large piece of equipment is being delivered it should be placed in the position requested by the people that use services (unless deemed inappropriate for health and safety reasons)
- Under exceptional circumstances other readily portable chairs or furniture will be moved at the request of the people that use services to make space for equipment being delivered. A limit of 30 minutes will be applied to such tasks. No liability will be accepted for any damage caused whilst carrying out this work.

The Provider must ensure that the Service Prescriber provides full delivery address details on the prescribed form to the Provider in order to fulfil a delivery effectively and efficiently

- Uses the prescribed form to convey any special instructions or known hazards to the Provider so that appropriate action can be taken to adhere to Health & Safety and moving and handling requirements.
- Damage to Property:

If the Provider's employees damage any property at or upon a residence to which equipment is delivered, or assembled or installed or disassembled the Provider must:

- Within 24 hours notify the Service Prescriber of the damage caused
- At their own cost, reinstate or replace the property within seven days and confirm the reinstatement or replacement to the Service Prescriber.
- There will be a waiver where damage is deemed to unavoidable.

This will not apply in circumstances where the employee has been asked by the people that use services to move personal furniture or equipment to facilitate the installation of equipment.

#### Appointments with People that use Services

When the Service Prescriber anticipates difficulties in effecting a delivery/ collection, specific instructions will be given, including a proposed date and time. The Provider must ensure that the following is carried out:

- Where the people that use services' telephone number is stated, a telephone call (at least three attempts) must be made to agree a convenient time and date for delivery/collection
- If unsuccessful in making contact by phone, the Provider will make at least one attempted visit to the people that use services at a designated time where possible

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- If unsuccessful, a further attempt should be made, leaving a notice at the people that use services' address giving a date and time when a further visit will be made along with a contact number. Cold calls will form part of the activity if there is unsuccessful contact.
- If the above attempts are unsuccessful the Service Prescriber must be informed immediately
- Where appropriate text messaging or email may be utilised by agreement with the client

The Provider shall spend as such time as is reasonable in the circumstances to ensure that the people that use services receives the service on the date specified.

#### • Levels of Response

##### Deliveries:

###### Priority 1:

- Items identified as "Urgent" by the Service Prescriber must be delivered on the same day if notified before 12.00 Noon, or the following day if notified after 12.00 Noon

###### Priority 2:

- Items identified as "Standard" by the Service Prescriber must be delivered within 1 working day following receipt of notification

###### Priority 3:

- Items identified as "Routine" must be delivered within 7 working days following receipt of notification.

##### Collections:

###### Priority 1:

- Urgent collections to be completed within 24 hours (1 working day)

###### Priority 2:

- Standard collections to be completed within five working days, subject to access being given by people that use services/representative

###### Priority 3:

- Routine items to be collected within 10 working days of the initial request

When a person that use services is deceased, the Provider must make an appointment with the deceased person that use services' family or other relevant person within three days of notification.

### Transport

The Provider is required to operate an Environmental Policy and be committed to developing new and innovative ways of promoting and achieving environmental awareness. The commitment to environmental issues is integral to the provision of all Council/Clinical Commissioning Group services and therefore the Council/Clinical Commissioning Group may seek ways of achieving this such as the potential for the use of less environmentally damaging fuels (such as low-sulphur diesel, LPG and electric power) and steps to enhance fuel conservation.

In addition, the Integrated Provider must ensure that vehicles used to carry out this service:

- Adhere to all legal standards (insurance, MOT etc)
  - Are regularly, checked, serviced and maintained
  - Are regularly cleaned both outside and inside
- Are kept in a hygienic condition and are not used for the transportation of any other goods or services in order to minimise the risk of cross contamination. All in accordance with medical devices agency guidelines.

### Returns, Recycling and Cleaning

The provider is required to make every effort to ensure that recyclable items are returned, especially

high-cost items. The provider must use innovative practices so as to achieve this.

### Non-recyclable items

- The Provider must agree with the Service Commissioners a policy for those items not requiring collection due to their inability to be recycled.

### Cleaning

- The Integrated Provider shall clean and decontaminate all equipment collected, inclusive of fabric recliner chairs in accordance with medical devices agency guidelines and Infection Control Procedures. They should also provide the necessary cleaning machines to ensure the cleaning is carried out efficiently.
- All equipment supplied under this contract shall be delivered to the client as instructed by the Service Prescribers in a clean condition.
- The store must also be cleaned regularly and the necessary cleaning machines provided to ensure this task is efficiently carried out.

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### Maintenance & Repair

- Upon its return to stores, the Integrated Provider shall undertake any necessary repair, maintenance and servicing of the equipment in accordance with manufacturer's instructions and existing Lifting Operations and Lifting Equipment Regulations 1998/2307 (LOLER 98) also known as LOLER. This may be amended and updated from time to time. It may also be replaced with related legislation and any associated guidance.
- Where feasible and cost effective to do so, the Provider shall arrange for the refurbishment of the collected equipment

### Write offs

The Provider must agree with the Service Commissioners:

- A procedure for determining which equipment shall be designated as unsuitable for re-use
- Where equipment collected from or returned by clients is unsuitable for re-use, the Integrated Provider shall safely dispose of it, ensuring that all logos or identifying markings are removed prior to disposal  
A procedure to retain all obsolete items of equipment designated for disposal for a period of 5 working days from notification and shall make them available to the Service Commissioners for inspection
- Refuse centres should be utilised for write-offs free of charge.

A write off report must be available on a monthly basis.

## **3.3 Population Covered**

Eligible people that use services will be:

- Those residing in the borough of Bromley.
- Those registered with General Practice Surgeries which are within the Bromley area boundaries of the South East London Integrated Care Board (including those living in neighbouring boroughs who are registered)
- Children's and Young People residing in the London Borough of Bromley.

## **3.4 Acceptance and Exclusion Criteria**

- The service will not be available to those who live outside the borough of Bromley and are not registered with a GP in the borough of Bromley.

### 3.5 Interdependencies with other services

The Integrated Community Equipment Service works in partnership with a range of health and local authority organisations to ensure the Services Users have the equipment they need to live safely in the community (home, school or residential care). Equipment requisitions are received from prescribers in:

- Adult Social Care
  - Occupational Therapists
  - Social Workers
- Community Health Services (Oxleas NHS Foundation Trust)
  - District Nurses (including cardiac, continence, tissue viability, diabetes)
  - Community Physiotherapists
  - Podiatry
  - Community Learning Disability Team
  - Children's Community Nurses
  - Paediatric Occupational Therapists
  - Paediatric Physiotherapists
- Adult Social Care
  - Integrated Rehabilitation Teams- (including Triage Team)
    - Hospital and Reablement Teams
    - Care bed settings at Meadow View and Eltham together with Slow Stream Rehabilitation Units
    - Complex Care Team
    - Children's Social Care
    - Children with Disabilities Social Work Team
- Education
  - Special Educational Needs Team
- Hospitals
  - Princess Royal University Hospital (Bromley)
- Occupational Therapy Teams
  - St Christopher's Hospice Bromley
    - Continuing Healthcare Team (South East London ICB)
    - Oxleas NHS Foundation Trust
    - Lewisham and Greenwich NHS trust
    - King's College Hospital NHS Foundation Trust
    - Guys and St Thomas NHS Foundation Trust

### 3.6 Information Technology and Data Management

The authority will not be responsible for the supplier's ICT infrastructure, systems any backup, restore and disaster recovery arrangements or any software

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required for the supplier's own business requirements. Additionally the supplier will be responsible for their own telephony.

The supplier will be responsible for all links e.g. VPN connections between their premises

- This contract requires the supplier to have an Asset management system (online booking system) for requesting items of equipment.
- All approved stock must be catalogued on the system and allow for special orders.
- The supplier must manage this system including registering prescribers and authorisers.
- Authorisation level, the Supplier to set up prescriber with authorisation, linked to nominated manager.
- The system must have a mobile friendly webpage and browser access.

### 3.7 Information Governance

**This contract is subject to GDPR Legislation Article 5 (1) (2)**

a) processed lawfully, fairly and in a transparent manner in relation to individuals ('lawfulness, fairness and transparency');

(b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in



the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ('purpose limitation');

- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals ('storage limitation');
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')."

Article 5(2)

"The controller shall be responsible for, and be able to demonstrate compliance with, 5 (1)

Redacted in accordance with section 99 of the Procurement Act 2023

Processing, Personal Data and Data Subjects

- 1. The contact details of the Controller's Data Protection Officer are: [redacted]@bromley.gov.uk
- 2. The contact details of the Processor's Data Protection Officer are: [redacted]@inspiremedicare.org
- 3. The Processor shall comply with any further written instructions with respect to processing by the Controller
- 4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor in accordance with Clause E1.1.(Terms and Conditions



Subject matter of the processing	Data Processing as required for the Processor to meet the delivery and collection of social care and health equipment for Bromley residents
Duration of the processing	August 2025 – August 2027 plus the period of any extension to the Contract.
Nature and purposes of the processing	<p>The nature of the processing includes the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, surveys use, disclosure by transmission, dissemination or otherwise making available of the personal data in accordance with the requirements of the Controller</p> <p>In addition to the processing above, where applicable, the personal data to be used for processing such as a consultation exercise or annual satisfaction survey</p> <p>The purpose of the Data Processing is for the Processor to understand and meet the delivery (including demonstration/set up and collection of equipment (health and social care) of Bromley residents.</p> <p>This will ultimately enable the Contractor to deliver Services aimed at improving the health and wellbeing of people that use services</p>
Type of Personal Data being Processed	<p>In relation to each people that use services, the following personal data will be processed:</p> <p>Address, date of birth, private phone numbers, private email addresses, carers details, current medical need</p>
Categories of Data Subject	Prospective customer/clients of the Service

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>Data is to be retained for length of contract plus 3 months</p> <p>The Contractor shall produce a data retention policy that is to be agreed with the Authorised Officer of the Council prior to the commencement of the Contract Period.</p> <p>The Council will require confirmation from the Contractor that data has been destroyed at the end of the specified period</p>
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## 4. Applicable Service Standards

### 4.1 Applicable national standards e.g. NICE, Royal College

There are currently no specific national minimum standards for Integrated Community Equipment Services however the Provider shall comply with all relevant current and future legislation, national standards and evidence base set out within this Service Specification required in the provision of this Service and performance of their obligations under this Agreement.

- a) The Provider shall be given reasonable time, unless directed by the legislation, to comply with any new legislation.
- b) The Parties shall comply with all relevant current and future legislation and statutory instruments in so far as they are applicable to the Services provided and performance of their obligations under this Agreement.
- c) The Service Provider is expected to comply with all English and European Community legislation and regulations insofar as it is applicable to the Services. These include, but are not limited to:
  - National Health Service and Community Care Act 1990: <https://www.legislation.gov.uk/ukpga/1990/19/contents>
  - Health Act 1999: <https://www.legislation.gov.uk/ukpga/1999/8/contents>
  - Mental Health Act 1983: <https://www.legislation.gov.uk/ukpga/1983/20/contents>
  - Mental Health Act 2007: <https://www.legislation.gov.uk/ukpga/2007/12/contents>
  - Disabled Persons (Services, Consultation and Representation) Act 1986: <https://www.legislation.gov.uk/ukpga/1986/33>
  - Equality Act 2010: <https://www.legislation.gov.uk/ukpga/2010/15/contents>
  - Carers (Recognition and Services) Act 1995: <https://www.legislation.gov.uk/ukpga/1995/12/contents>
  - Data Protection Act 2018:

<https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>

- Freedom of Information Act 2000: <https://www.legislation.gov.uk/ukpga/2000/36/contents>
- Human Rights Act 1998: <https://www.legislation.gov.uk/ukpga/1998/42/contents>
- Children Act 2004: <https://www.legislation.gov.uk/ukpga/2004/31/contents>
- Care Act 2014: <https://www.legislation.gov.uk/ukpga/2014/23/contents/enacted>
- Children & Families Act 2014: <https://www.legislation.gov.uk/ukpga/2014/6/contents/enacted>

**d) The Provider shall:**

- i. Meet and maintain national quality standards and any other national quality requirements that may from time to time be specified
- ii. Meet local quality improvements of health and wellbeing and reduction of health inequalities in line with local priorities and the expressed preferences of local communities. These standards are described below, but not limited to:
  - The Care Quality Commission guidance and standards
  - National Standards, Local Action: Health and Social Care Standards and Planning Framework 2005/06-2007/08 and any subsequent related guidance
  - Standards for Better Health
  - Our Health Our Care Our Say 2006
  - NICE guidance
  - Independence Wellbeing and Choice 2005
  - Essence of Care – Patient-focused benchmarking for health care practitioners for clinical governance, promoting health and the care environment
  - High Quality Care for All: NHS Next Stage Review
  - Protection of Vulnerable Adults (POVA) scheme
  - Equality Act 2010
  - NHS Confidentiality Code of Practice
  - MHRA guidance, technical standards, and alert notices updated January 2021
  - Any other relevant guidance that has been published or issued insofar as it is applicable to the Services
  - Safeguarding Vulnerable Adults and Safeguarding Children Policies
  - Trust Serious Untoward Incident Policy
  - All other guidance published by the relevant professional bodies that has been published or issued insofar as it is applicable to the Services Local Standards and requirements
  - Adherence to local Trust policies and procedures in accordance with risk management and clinical governance with Clinical Governance Plan approved by the Commissioner
  - National Service Framework for Children. Young People and Maternity Services 2004
  - Healthy Lives Brighter Futures The Strategy for Children & Young People's Health 2009

## 4.2 Applicable local standards

The Provider must be able to demonstrate the following Quality Standards:

- Expertise in equipment use and maintenance

- Ensure equipment purchased meets quality standards and is fit for purpose
- High standards of cleanliness
- Meet delivery and collection timeframes and responsive to need of the client
- Provide advice and information to clients on use of equipment and ensure that they understand this
- Provide feedback to prescribers on any issues with equipment
- Safeguarding adults and children

The Provider must be able to demonstrate the following Customer Service Standards:

- Courteous and responsive service
- Good communication
- A reporting schedule will be provided that the Provider will be required to complete and submit to evidence consistent achievement of the minimum standards required by both national bodies and local policy
- The Provider will be expected to consistently comply and evidence compliance with London Borough of Bromley and SEL-ICS policies and procedures as appropriate to the service
- Key Performance indicators will be as defined in the service contract monitoring and quality review reporting proforma

The provider shall maintain and regularly review a full range of policies and procedures relevant to the service including but not limited to :

- Infection control and decontamination of equipment
- Decommissioning and disposal of equipment
- Maintenance and repair of equipment
- Handover of equipment to people that use services
- Stock control
- Staff training, development and safe recruitment
- Business continuity
- Information Governance and data protection
- Environmental policy
- Safeguarding Adults and Children
- Quality Assurance
- Serious Incidents
- Complaints

## 5. Applicable Quality Requirements

## **5.1 Service Provision**

### **a) Hours of Service**

The Provider will ensure that the following operational times are adhered to, subject to any unavoidable instances outside of its control (e.g. adverse weather, strikes or national/local emergencies).

Stores Opening times:

- Monday - Friday 5.00 - 17.00
- Saturday and Sunday 9.00 – 12.00

Delivery times :

- Monday - Friday 7.00 - 18.00
- Saturday and Sunday 7.00 -15.00

Collection times :

- Monday - Friday 7.00 - 18.00

(Excluding Christmas Day, Boxing Day and Easter Day)

The telephone number of a Service Coordinator (responsible for the service) will be available after normal working hours, Monday to Friday, weekends, bank holidays and in the event of a major incident or weather conditions or breakdown of equipment. This telephone number will be provided to the Council's Emergency Duty Service who will also be provided with contact details of companies responsible for emergency breakdown of equipment such as hoists/ stair lifts.

## 5.2 Service Reporting

The Provider will prepare and provide information for monitoring meetings. The Service performance will be reviewed at these meetings. They will also report on the Service and any planned developments.

The following information will be provided:

- The number of deliveries/collections
- The number of items delivered/collected by commodity code or value
- The number of deliveries/collections made within the timescale required by priority
- The number of deliveries/collections made outside the timescale required (including reasons why)
- The number of days delay for deliveries/collections made outside the timescale requested
- The number and value of special orders/non-stock items issued
- The number of re-cycled items
- The number of write offs and agreed value
- The number, source and nature of any complaints received
- The steps taken to resolve the complaints
- The number and types of out-of-stock items and reasons

The above reports, where applicable, must be able to be disaggregated by the following age groups:

- 0-18



- 19 +

Such data, where appropriate, will be provided on a monthly basis and cumulatively within a financial year.

### 5.3 Data Collection and Metrics

The Provider must have the capability to deliver reports on the following information when required by the Service Commissioners:

- EDL issues awaiting send-out from store
- All stock levels at any given date.
- Issues of equipment during period
- Issues of equipment during period, limited to £1000
- EOY - all clients in possession of EDL equipment
- EOY - quantity of items in stock, value of same
- EOY - quantity of items issued, value of same
- EOY - quantity of returns, value of same
- EOY - quantity of write offs, value of same
- Surplus/deficit report
- Suppliers of specified type of equipment
- List of clients with specific items of equipment
- EDL returns within a specific period
- EDL total items with clients
- EDL client deceased letter
- Total cost of EDL issues for period • Total expenditure so far this month.
- List of misused, abused equipment which is removed from client
- List of refusals during a specific period
- List of complaints received during a specific period
- Manuals detailing manufacturers' recommendation installation/maintenance • The number of items issued by specific postcode
- By team and location:
  - Number of items
  - Number of clients
  - Value of equipment

Definitions:

EDL - Equipment for Daily Living

EOY - End Of Year

Data presented at people that use services level must be able to be disaggregated by the following age groups:

- 0-18

- 19+

Data presentation must be able to report on stock items ordered for

Social Care

Health

Joint Social & Health Care

Bariatric

Sensory equipment

## 5.4 Activity and Performance

### a) Performance Dashboard

The provider shall develop in conjunction with the Service Commissioners a monthly activity and performance dashboard to include, but not limited to:

- Number of deliveries
- Number of collections
- % of equipment delivered with 7 working days (*calculated by taking the number of Items delivered within seven working days divided by total number of items delivered irrespective of timescale, multiplied by 100 to give a percentage*)
- % deliveries achieved within timescale as per relevant priority level (Urgent, standard, routine)
- % collections achieved within timescale as per relevant priority level (Urgent, standard, routine)
- Each of the above to be disaggregated by age of people that use services
- Electronic equipment catalogue for non-stock items
- People that use services satisfaction including:
  - delivery/collection times notified to people that use services
  - delivery/collection times adhered to
  - knowledgeable and courteous delivery technicians
  - equipment clean and fit for purpose
  - delivery technician demonstrated use of equipment
- For the avoidance of doubt the price of the service is fully inclusive and will not be varied in response to changes in the indicative volume measures expressed in the pricing schedule

### b) Staffing and Management

It is a requirement of the contract for the Provider to ensure that there is a Manager responsible for the delivery of this service. The Manager must ensure that they have a presence in the service premises and will be responsible for, including but not limited to,

the day to day running of the service, financial control, safeguarding, national and local engagement and networking, performance management, staff management, user

satisfaction, service improvements and development, contract management and liaison with the commissioners.

The staff structure must be incorporated into the service delivery model, along with the role, status, grade, qualifications and work base location.

The Provider must provide training opportunities to develop new and existing staff to ensure the workforce capacity and capability is fit for the future.

Staff performing the service who are public facing and in direct contact with Users must ensure that they are wearing identification at all times, are properly attired and wear appropriate clothing to their role including protective clothing where appropriate.

Staff must never discuss the suitability of the equipment with the people that use services

## 5.5 Staffing

5.5.1 All services provided by the Provider will be done so under the management of a named, appropriately qualified Manager.

5.5.2 Staffing will be as agreed and maintained to meet the needs of all people that use services accessing the service.

5.5.3 All staff will be appropriately qualified to deliver the services as commissioned. Staff training levels will be audited to ensure compliance along with the requirement that the Provider will evidence competency within the workforce.

5.5.4 All personnel will be suitably qualified and experienced to meet the requirements set out in the specification and have undergone the vetting arrangements as detailed in the Contract Terms and Conditions.

5.5.5 People that use services have different levels of communication needs. All people that use services must be supported by staff that are trained to meet the individual communication needs of each people that use services accessing the service.

5.5.6 Staff will conduct themselves professionally, be clean, smart and suitably attired to undertake their duties in a disciplined manner at all times.

### **Staff Recruitment**

5.5.7 The Providers will have a clear and concise Recruitment Policy in place that directly involves people that use services as part of any recruitment process. This will be based upon safe recruitment principles and practice and include appropriate guidance regarding the uptake of references and DBS checks. No staff member will work without a DBS check completed.

5.5.8 Staffing levels will be sufficient to provide appropriate support to people that use services in line with best practice. The Provider will be solely responsible for ensuring that any temporary staff are appropriately qualified, competent, are vetted and hold a current DBS check.

5.5.9 The Provider will ensure that staff are aware of the cultural backgrounds of various local ethnic minority groups using the service and that principles of good practice with regards to diversity are applied.

5.5.10 The Council reserves the right to instruct the Service Provider not to use any individual within the workforce, voluntary or employed. The Council is not required to give either the Service Provider in question or staff the reason for such exclusion. The right contained within the sub-clause shall not be exercised arbitrarily or capriciously by the Commissioner.

### **Staff Identification**

5.5.11 The Providers will issue identification cards / badges to all employees engaged on the provision of the service bearing a photograph of the employee and stating the following  
:-

That the person is an employee of the provider  
The provider's telephone number  
The employee's name  
Show a recent photo of the member of staff

5.5.12 The identity cards will be :-

Available in large print and easy read for people that use services  
Laminated or otherwise tamper proof  
Renewed and replaced within at least 36 months of date of issue  
Returned to the Service Provider when employment ceases

5.5.13 Staff must carry the card at all times in the execution of the services. The identification card must be shown when requested to do so by the people that use services, their carer and Authorised Officers of the Council.

5.5.14 The Provider will ensure all personnel have an up to date full enhanced DBS check and make records available to commissioners as required.

## 5.6 Service Promotion and Marketing

- The Provider will evidence the delivery of a PR campaign that will raise awareness of the availability of the service to self-funding people that use services, ensuring that those people that use services with a personal budget / direct payment are aware of the services available
- The service will deliver and evidence delivery of this promotion.

## 5.7 Training needs

- a) There should be a systematic approach to staff and volunteer training, supervision and support, which ensures the range of skills required by each member of staff and appropriate values and attitudes. It should also recognise the stressful nature of the work and the emotional needs of care staff and volunteers.
- b) The Service Provider will ensure that all staff and volunteers receive the training identified below, as appropriate to their role and as a minimum to meet the needs of the people that use services.
- c) The Service Provider will ensure that the training is updated at least annually, or more frequently if required. The measurement of training frequency identified through observation of practice, supervision, compliment or complaint.
- d) Where staff are required to demonstrate the use of equipment to people that use services or carers the provider shall ensure that they are trained in accordance with manufacturers' recommendations. Training records including frequency and outcomes of any competency assessments must be made available to commissioners at contract monitoring meetings.
- e) Staff meetings should be held at least monthly.
- f) Where staff are working remotely or are mobile working then the Service Provider must ensure that they have an effective way of keeping in touch, ensuring that there is regular communication and that they are included in staff meetings and training

For Whom	Training
<b>All Staff</b>	<ol style="list-style-type: none"> <li>1. Safeguarding Adults Awareness</li> <li>2. Mental Capacity and Best Interests Awareness</li> <li>3. Dementia Awareness</li> <li>4. Health and Safety</li> <li>5. Moving and Handling</li> <li>6. Infection Control</li> <li>7. Fire Safety Awareness</li> <li>8. First Aid</li> <li>9. An understanding of the various ways people that use services communicate, both verbal and non-verbal</li> <li>10. Working knowledge of Equality, Diversity and people that use services' rights.</li> <li>11. Understanding of Religious and Cultural Preferences.</li> </ol>
<b>Managers and Seniors Staff</b>	<ol style="list-style-type: none"> <li>1. Supervision and Appraisal</li> <li>2. Disciplinary, Grievance and Capability Performance Management</li> <li>3. Managing Risk</li> <li>4. Effective Management of Customer Complaints</li> </ol>

## 5.8 Safeguarding

### Adult Safeguarding:

#### **Minimum Safeguarding Adults Standards for Providers**

In respect to the Safeguarding adults and children the Provider shall ensure that all staff are fully trained and understand the safeguarding policies of Bromley borough and Pan London Multi Agency Safeguarding Policy

The Bromley and London Multi Agency Safeguarding Policy and Procedures:

[Safeguarding Adults](#)

<https://londonadass.org.uk/safeguarding/review-of-the-pan-london-policyandhttps://londonadass.org.uk/safeguarding/review-of-the-pan-london-policy-andprocedures/procedures/>

[Bromley LSCB - Our Policies, Procedures and Guidance](#)

All providers of services commissioned by the London Borough of Bromley are required to meet the following minimum standards in relation to safeguarding adults. These standards are not comprehensive and may be in addition to those required by legislation, national guidance or other stakeholders, including regulators and professional bodies.

### **Minimum standards: Policy and Procedures**

- The provider will ensure that it has up to date organisational safeguarding adults policies and procedures which reflect and adhere to the above **London multi-agency adult safeguarding policy and procedures**.
- The provider will ensure that organisational safeguarding policies and procedures give clear guidance on how to recognise and refer adult safeguarding concerns and ensure that all staff have access to the guidance and know how to use it.
- The provider will ensure that all policies and procedures are consistent with legislation/guidance in relation to mental capacity and consent, and that staff practice in accordance with these policies.
- Providers of services will maintain an up to date policy and procedure covering the Mental Capacity Act Deprivation of Liberty Safeguards and will ensure that staff practice in accordance with the legislation.

### **Minimum Standards: Governance**

- The provider will identify a person(s) with lead responsibility for safeguarding adults.
- The provider will cooperate with any request from Bromley Safeguarding Adults Board to contribute to multi-agency audits, evaluations, investigations and Safeguarding Adults Reviews (formerly known as Serious Case Reviews), including where required, the production of a management report.



- The provider must ensure that there is a system for identifying, analysing and referring any complaints which raise safeguarding concerns, including potential neglect.
- Providers will ensure that there are effective systems for recording and monitoring Deprivation of Liberty applications.

#### **Minimum Standards: Multiagency working and responding to concerns**

- The provider will ensure that any allegation, complaint or concern about abuse or neglect from any source is managed effectively and referred according to the local multi-agency safeguarding procedures. The provider will notify appropriate commissioning bodies of all safeguarding concerns raised along with any significant or untoward incidents involving people that use services.
- The provider will ensure that all allegations against members of staff (Including staff on fixed-term contracts, temporary staff, locums, agency staff, volunteers, students and trainees) are referred according to local multiagency safeguarding procedures.
- The provider will ensure effective contribution to safeguarding Strategy/risk management meetings through attendance by appropriate and informed representatives/practitioners.

#### **Minimum Standards: Recruitment & Employment Practice**

- The Provider must ensure safe recruitment policies and practices which meet the Employment Check Standards, including enhanced Disclosure and Barring (DBS) checks for all eligible Staff and takes into account the Safeguarding Recruitment Guidance. This includes staff on fixed-term contracts, temporary staff, locums, agency staff, volunteers, students and trainees.
- The Provider will ensure that DBS checks are repeated for eligible staff in line with national guidance / requirements
- The Provider must ensure that their employment practices meet the requirements of the Disclosure and Barring scheme (DBS) and that referrals are made to the DBS, where indicated, for their consideration in relation to inclusion on the adults barred list.
- The Provider should ensure that all contracts of employment (Including volunteers, agency staff and contractors) include an explicit responsibility for safeguarding adults.
- The Provider will ensure that all safeguarding concerns relating to a member of staff are effectively investigated, that any disciplinary processes are concluded irrespective of a person's resignation, and that 'compromise agreements' are not be allowed in safeguarding cases.

## **Minimum Standards: Training**

- The Provider will ensure that all staff and volunteers undertake safeguarding awareness training on induction, including information about how to report concerns within the service or directly into the multiagency procedures and safeguarding training appropriate to their role and level of responsibility and that this will be identified in an organisational training plan; and that all staff receive update training at least every 2 years.
- The Provider will ensure that all Staff and volunteers who provide care or treatment understand the principles of the mental capacity act / consent legislation at the point of induction and undertake mental Capacity Act/Best Interest training, including the Deprivation of Liberty Safeguards appropriate to their role and level of responsibility and that this will be identified in an organisational training plan.

### **1. Minimum Standards: Modern Slavery and Human Trafficking**

- Modern slavery is a violation of human rights and is defined within the Modern Slavery Act 2015 as human trafficking, slavery, servitude and forced or compulsory labour. The Council has a shared commitment to putting appropriate due diligence procedures in place within this contract to ensure that modern slavery forms no part of our direct or indirect supply chains.
- Service Providers are expected to ensure that it, its Staff and Subcontractors comply with Modern Slavery legislation. The terms and conditions also require the Contractor, if in scope of section 54 of the Modern Slavery Act 2015 to complete a valid annual modern slavery statement setting out the steps it takes to ensure there is no slavery or human trafficking in its business or its supply chains. Due to the Service Provider's role in identifying potential manufacturers from which to source the equipment associated with this contract, the Council requires the Service Provider, whether subject to section 54 of the Modern Slavery Act or not, to assign an appropriate team member to work in collaboration with designated Council members to assess potential risks of modern slavery in the supply chains of existing and future manufacturers associated with the contract, and work together with manufacturers to create, and where necessary facilitate the execution of, specific action plans to mitigate any identified risks.
- Upon the Operational Date and annually (from Contract Year 2 onwards) by 30 April during the term of the contract and any extensions (if undertaken), as updated, Service Provider to have in place and publish a valid Modern Slavery Statement (if subject to section 54 of the Modern Slavery Act):

## **Allegations of abuse against staff**

- All allegations of abuse against staff, including where there is clear evidence that they are false or malicious, will be recorded and monitored.
- All allegations of abuse against staff must be managed according to local multi-agency safeguarding adult's procedures.
- In line with multi-agency Safeguarding Adults Procedures, if there is clear and immediate evidence that an allegation is false, the reasons for not undertaking any further investigation must be stated along with any other measures taken to manage risks. A history of making allegations does not constitute evidence that this allegation is false.
- Managers must also consider the need for temporary exclusion or redeployment under the disciplinary policy based on potential risk to the alleged victim(s) during period of investigation and if the allegation is found to be true.
- The Provider must ensure that all other concerns relating to the conduct or capability of staff are monitored and that any safeguarding related concerns are managed in accordance with the local multiagency procedures.
- Providers must also ensure that any safeguarding concerns arising from disclosures made during the course of an investigation or other Human Resources process are managed in accordance with the local multi-agency procedures.

## **Sharing Information**

- All Providers of services commissioned by the London Borough of Bromley are required to share information with other agencies, in a safe and timely manner, where this is necessary for the purposes of safeguarding adults in accordance with the law and local multi-agency procedures. This may include personal and sensitive information about the person(s) at risk of or experiencing abuse

## **Working in Partnership**

London Borough of Bromley and Health & Social Care Commissioners will:

- Work in partnership with providers to improve service quality and reduce risk.
- Support providers with common challenges e.g. understanding the Deprivation of Liberty Safeguards

- Actively promote contact with small providers and those providing for self-funders. Where there is resistance to partnership working, commissioner's work jointly with CQC to encourage it.
- Maintain regular communication and a feedback loop with out of area providers
- Ensure small scale and user-led providers are offered support with safeguarding training.
- The London Borough of Bromley will consider suspension of service where there are grounds of concern which prejudice the effective operation of the provider and/or the provider's future viability as a contractor.
- During the period of suspension, it will be the Council's intention to work with the provider via an agreed action plan to improve the service to a level where the suspension can be lifted.

### **The Mental Capacity Act and Deprivation of Liberty**

The Service Provider will ensure that:

- the service provided to all people that use services (with regard to safeguarding, MCA and DOLs this refers to all people that use services including self-funders), complies with the provisions of the Mental Capacity Act 2005, and within the guidelines set out in the Mental Capacity Act 2005 Code of Practice and the Deprivation of Liberty Safeguards Code of Practice which is a supplement to the MCA Code of Practice.
- where restrictions are believed to amount to a deprivation of liberty the deprivation of liberty safeguards must be followed.
- People that use services are not unlawfully deprived of liberty and ensure that all members of staff know about any people that use services who is subject to a deprivation of liberty authorisation, and that they understand any necessary and proportionate restrictions being applied to the people that use services as stated in their care plan.

The Service Provider will ensure that all members of staff:

- Receive induction and training which includes learning how the Mental Capacity Act and the deprivation of liberty safeguards apply to people that use services.
- Have regard for the MCA Code of Practice when working with people who may lack capacity to make decisions for themselves in a number of areas of decision making.

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The Service Provider will ensure that:

- Policies and procedures relating to the MCA and the deprivation of liberty safeguards are in place & adhered to and that copies of the Mental Capacity Act 2005 Code of Practice and the deprivation of liberty safeguards Code of Practice are available to all members of staff.

### **Restraint (for information)**

Restraint is defined in the Mental Capacity Act as where a person:

*Uses, or threatens to use, force to secure the doing of an act which a person resists, or restricts a person's liberty of movement, whether or not a person resists.*

- The Service Provider is responsible for compiling a risk assessment in respect of the people that use services.
- Any inappropriate use of restraint (including the use of drugs) to a people that use services is unacceptable.
- Where restraint/restrictions of movement are considered necessary and proportionate to the degree of harm to a people that use services these should be documented within a care plan which includes the assessment of the people that use services capacity in

relation to safety issues and the Best Interest rationale/consultation for the use of the restraint/restrictions of movement.

- The Person in Charge is responsible for authorising the use of immediate protective measures involving restraint; and any restraint used will be carefully noted in the people that use services record.
- The Service Provider will ensure that all members of staff who are involved in the use of immediate protective measures involving restraint which consists of applying physical interventions have received full appropriate training.
- Any restraint which consists of applying physical interventions employed must not be prolonged after the immediate need has been met and LBB must be informed of any protective measures employed as soon as possible and within one working day.
- Other types of restraint for example environmental/mechanical restraints must be carefully planned.

## 5.9 Complaints

5.9.1 The Service Provider must have in place and follow, written procedures and information to inform people that use services on how to make a complaint. This must include failing a satisfactory outcome, how to take the complaint further.

5.9.2 The Service Provider must record all complaints of any nature, received from whatever source, in a register kept for that purpose and provide copies when requested by the Commissioner or Quality Assurance staff. Complaints will be monitored at each quarterly contract monitoring meeting.

Information to be recorded in the register must include:

The nature of the complaint

The name of the person making the complaint

The date and time when it was received

The action taken to remedy the complaint and communicate this to the complainant The time and the date when the remedy was completed

The names of the Service Provider's supervisory and other staff involved in the action complained of and its remedy

Whether a safeguarding referral was made as a result of the complaint.

5.9.3 If anyone makes a significant complaint to the Service Provider concerning the provision of the Service, the Service Provider must inform the Commissioner within 24 working hours, who will immediately consider the same and the action (if any) to be taken by the Service Provider to remedy the same. The appropriate Council procedure must be followed in any Safeguarding matters and all Safeguarding matters are to be reported immediately via the appropriate path; please refer to the Safeguarding section contained within this document.

5.9.4 If a Complainant is not satisfied with the outcome of the Service Provider's investigation of their complaint or, if the Commissioner is not satisfied with the Service

Provider's action or proposals to remedy the complaint, the Service Provider must provide any relevant information and evidence in connection with any investigation, inquiry or proceedings considered necessary by the Commissioner within 2 working days of the request for such information.

5.9.5 The Service Provider must also have a process for recording compliments and suggestions from people that use services and / or their relatives and friends. People that use services must be made to feel that their suggestions have been considered seriously.

### 5.10 Infection Control

- The Provider shall ensure that all staff understand and implement the Provider's Infection Control Policy
- The Provider shall ensure that all staff receive appropriate training to understand the policy and have the necessary skills to enable them to comply with the policy

### 5.10 Product Knowledge

The Service Provider will:

- Have thorough technical knowledge of all equipment on the standard catalogue.
- Have a thorough knowledge and understanding of community equipment available on the market.
- Keep up to date with community equipment developments and innovations.
- Support London Borough of Bromley Equipment Reviews:
  - Scope the market for new products and innovations.
  - Present whole life cycle costs of a product or product group including cost of spare parts and manufacturer's warranty periods.
  - Identify lower cost but clinically equivalent alternatives to existing equipment and make recommendations for cost savings.

Have a product implementation process in place, including a clear process to decommission equipment in a timely and cost-effective

### 5.12 Serious and Untoward Incidents

- The Provider shall show evidence of a procedure for the reporting of serious and untoward incidents and has the responsibility to ensure that all staff understand and implement these procedures



- The Provider shall ensure that all staff report all accidents, adverse incidents, near misses relating to the provision of the service

- The Provider shall be responsible for raising MHRA reports regarding equipment to the Commissioner

### **5.13 Inspection of facilities**

The Provider shall permit the Commissioner to inspect the sites from which services are provided on a planned or unplanned basis.

### **5.14 Quality Assurance**

The Provider shall maintain an approved system of quality assurance.

### **5.15 Business Continuity Plan**

The Provider shall produce a Business Continuity Plan at the commencement of the contract setting out how the service will continue to be provided in cases of pandemic, adverse weather conditions, significant shortage of staff, loss of power, inability to access buildings, failure of IT system and any other significant event

### **5.16 Contract Review Meetings**

The Provider shall attend contract performance meetings with the Commissioner to review the operation of the contract and also aspects the clinical quality performance. Meetings shall be held not less than once in a quarter or as agreed with the Commissioner.

### **5.17 Key Performance Indicators**

**See appendix A**

### **5.18 Service Innovation**

During the Contract, service innovation and enhancements will be required as part of a continuous improvement cycle; to meet people that use services' changing needs or to respond to changes in legislation, policies and strategies that will affect service requirements. The Provider will demonstrate their awareness of the equipment market and make recommendations to the Council when better value money can be achieved via the supply chain. Examples are described below. Further detail will be agreed between the Service Provider and LB Bromley prior to any service developments and/or changes in legislation taking effect.

The Provider must be willing to work dynamically, adapting to the emerging Health and Social Care environment, in supporting Prescriber's to actively seek innovative solutions to meet people that use services' needs and achieve efficiency savings through continuous improvement for the Council.

The Service Provider is required to work in partnership with the Council and supply chain on:

- a. Strengthening partnership working with manufacturers and the Council together; reviewing and developing new equipment, resolve issues, strengthening the supply chain and stock volumes, and contributing to the

life cycle modelling, and piloting projects/services as identified and agreed with the Council during the lifetime of the contract.

- b. Developing life cycle modelling and planned implementations of phasing in new equipment and phasing out old equipment in a timely and cost effective manner.
- c. As a minimum, the life cycle model must be able to deliver from the start of the contract, a fully trackable system to ensure that the equipment's useful life is maximised, and people that use services are not put at risk. Identify any ongoing issues with equipment through repairs, track, and monitor warranty repairs. Inform equipment reviews and schedule of reviews to identify new products and decommission existing products and identifies slow moving stock. Establish tangible recycling benefits to the contract and support commitments to maximising recycling and reducing landfill.
- d. As part of the life cycle model, a robust repairs management system that tracks the repair history of all equipment by single issue electronic unique identifying numbers (EIN), barcodes or any other digital method of recording and tracking equipment.
- e. Review repairs expenditure, ensuring that the cumulative cost of repairs does not outweigh the purchase price and regularly reviewing equipment that is frequently repaired.
- f. Fully automated product tracking system, real-time equipment tracking and reporting.
- g. Move towards electric fleet during the contract period, reduction in number of repeat journeys made through use of journey planning technology
- h. Minimise landfill, move towards net zero carbon emissions during the lifetime of the contract.
- i. Service level agreements with Manufacturers of Specials to install, maintain and collect.
- j. Remote diagnostics for complex high specification equipment to reduce emergency call outs.
- k. Robust concerns capture system to improve equipment quality.
- l. A comprehensive and easily accessible feedback system to capture, review and analyse complaints raised by Prescribers, Carers and Service Users, with a view to improve service delivery and quality.
- m. Reduction in the number of Provider internal reason codes relating to activities and their usage with the focus on delivering all activities right first time in full.

## 6. Location of Provider Premises

The Integrated Community Equipment Service has two main elements

- 1) The store
- 2) The people that use services facing reception, to be located within London Borough of Bromley. Or surrounding boroughs.

The provider may wish to locate the store at a separate location from the reception.

If a client is offered the opportunity to try an item of equipment or to collect it in person, they should be able to do so from the reception, regardless of the location of the equipment store.

## **Appendices**

In the Contract Appendix A of the Specification is at Schedule 4

- Key performance indicators

In the Contract Appendix B of the Specification is at Schedule 9

- Equipment Catalogue

**SCHEDULE 2 – ORDER FORM**

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# Community Equipment Order Form

<b>Date of Order</b>	<b>xx/xx/2025</b>	<b>Please tick</b>	<b>Borough</b>	<b>Please tick</b>	<b>Order Type</b>
		<input type="checkbox"/>	Bromley	<input type="checkbox"/>	Delivery
		<input type="checkbox"/>	Greenwich	<input type="checkbox"/>	Collection
				<input type="checkbox"/>	Repair/ Troubleshooting

## 1. Prescriber Information

<b>Name of Prescriber</b>	
<b>Role or Job Title</b>	
<b>Department and Organisation</b>	
<b>Contact Number</b>	
<b>Email Address</b>	
<b>Authoriser Name (see below)</b>	
<b>Authoriser Role</b>	

## 2. Service User Information

<b>Full Name</b>	
<b>Address</b>	
<b>Postcode</b>	
<b>Date of Birth</b>	
<b>NHS / Reference Number</b>	
<b>Contact Telephone</b>	
<b>Next of Kin Name</b>	
<b>NOK contact Telephone</b>	

## 3. Equipment Required

<b>Product Code (If known)</b>	<b>Equipment Name / Description</b>	<b>Quantity</b>




4. Category of Need

Please tick which categories of risk apply to the person you are ordering for, and use the box below to provide clinical reasoning as to how the equipment will mitigate this risk.

Risk Category	Please tick if applicable
End of Life care	<input type="checkbox"/>
Pressure Ulcer risk: <ul style="list-style-type: none"><li>Active category 3 or above</li><li>Immobile / bedbound</li></ul>	<input type="checkbox"/>
Pressure Ulcer risk: <ul style="list-style-type: none"><li>Secondary prevention and treatment pathway</li><li>Active category 1 or 2 pressure ulcer</li><li>Previous scarring or vulnerable skin</li></ul>	<input type="checkbox"/>
Moving and Handling <ul style="list-style-type: none"><li>Risk to client without manual handling equipment</li></ul>	<input type="checkbox"/>
Hospital Discharge requirements	<input type="checkbox"/>
Risk of Falls <ul style="list-style-type: none"><li>Falls at least once per week</li></ul>	<input type="checkbox"/>
Please use this box to provide additional clinical reasoning for your order (this text can be deleted)	

5. Delivery & Setup Information

Delivery Instructions – please include any relevant information that could impact service, such as: <ul style="list-style-type: none"><li>Environment (type of property)</li><li>Access</li><li>Additional communication needs</li><li>Risks and safety information for Technicians</li></ul>
---

<u>Please tick</u>	<u>Service Speed requested</u>	
<input type="checkbox"/>	Same Day (Must be submitted by 12pm)	Joint visit <input type="checkbox"/>  Preferred time and date for joint visit:
<input type="checkbox"/>	Next Day	
<input type="checkbox"/>	Within 7 Working Days	

**Inspire depot contact and opening hours**

Inspire email 

Tel: [01322 520 560](tel:01322520560)

Depot: 130-136 Maidstone Road, Sidcup. DA14 5HS Opening

Hours: Mon-Fri 9AM-5PM, Sat 9AM-3PM

**Super Approvers**

Redacted in accordance  
with section 99 of the  
Procurement Act 2023





**SCHEDULE 3 PRICING ARRANGEMENTS**

	Combined total of [REDACTED] and [REDACTED] up to [REDACTED] items per annum	Combined total of [REDACTED] and [REDACTED] from [REDACTED] to [REDACTED] items per annum
<b>CES – Contract value per annum</b>	[REDACTED]	[REDACTED]
<b>Monthly invoice pricing</b>	[REDACTED]	[REDACTED]

**London Borough of Bromley - Provision of Community Equipment Services**

Contract value per annum includes a [REDACTED]  
[REDACTED] per annum, price to include [REDACTED]  
[REDACTED] in accordance with the specification.

<b>Equipment Purchased</b>	[REDACTED]	<b>This is an estimate based on Bexley use and will depend on Prescriber activity</b>
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**Planned Preventative Maintenance\***

<b>Call Out</b>	£ [REDACTED] per visit	<b>4 hour response time</b>
<b>LOLER</b>	£ [REDACTED] per LOLER	-
<b>Servicing</b>	£ [REDACTED] per service (inc.LOLER)	-

\*Without clear data on numbers that require these services or call out information,  
annual values will be an estimate.

Based on the data available potentially around £ [REDACTED]

The price quoted shall remain fixed for the first 12 months of the  
contract

The agreed price will be payable monthly and should include all of the  
providers costs incurred in delivering this service.

Include VAT and all other taxes

All staffing costs

All costs associated with marketing, publicity and advertising materials

## SCHEDULE 4 – KEY PERFORMANCE INDICATORS

1.1 The KPIs set out in the table below shall be used to measure the performance of the Services by the Contractor :

<b>Quality</b>	<b>Standard</b>	<b>Outcome measure KPI</b>	<b>Classification of KPIs (MINOR/MAJOR)</b>
<b>Health and wellbeing.</b>	<ul style="list-style-type: none"> <li>The residents experience of service.</li> <li>Promotes independence.</li> <li>Flexibility of service.</li> </ul>	<ul style="list-style-type: none"> <li>80% Client satisfaction with provision of a responsive, courteous service, as per annual survey</li> <li>100% of complaints are responded to within timescale</li> <li>100% of all serious incidents or events are reported and reviewed within 48 hours of occurrence</li> </ul>	1. MINOR  2. MINOR  3. MAJOR
<b>Quality.</b>	<ul style="list-style-type: none"> <li>Responsiveness.</li> <li>Effective.</li> <li>Reliable.</li> </ul>	<ul style="list-style-type: none"> <li>85% of Deliveries/collection/repairs completed within designated priority banding.</li> <li>75% Residents given agreed appointments for delivery/collection/repair with either an AM or PM slot.</li> <li>100% of returned items will be decontaminated as much as is possible returned to stock inventory or written off and reported</li> </ul>	1. MAJOR  2. MINOR  3. MAJOR  4. MINOR  5. MAJOR

		<ul style="list-style-type: none"> <li>• 100% of condemned equipment is disposed of safely</li> <li>• 95% of Service Prescribers are informed of any difficulty with the delivery within 1 working day (or immediately if priority 1</li> <li>• 100% of staff who are required to demonstrate the use of equipment are trained in accordance with the manufacturer's instructions</li> </ul>	6. MAJOR



The Council may (in its absolute discretion) review the Target KPIs every 6 months. Any amendments proposed to the Target KPIs by the Council shall be adopted where they are agreed by the Contractor and documented in writing.

## **MONITORING ARRANGEMENTS**

1. The Council shall have regular weekly contract meeting with the  
Contract Provider during the  
Mobilisation period (up to 3 months)
2. Then the Council shall have Quarterly Monitoring  
Meetings to check progress on the above KPIs

## **SCHEDULE 5 - CHANGE CONTROL**

### **1. GENERAL PRINCIPLES**

- 1.1 Where the Council or the Contractor sees a need to change this agreement, the Council may at any time request, and the Contractor may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this 04.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Council and the Contractor shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Council and the Contractor in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Contractor and the Contractor Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this 04, shall be undertaken entirely at the expense and liability of the Contractor .

### **2. PROCEDURE**

- 2.1 Discussion between the Council and the Contractor concerning a Change shall result in any one of the following:
- (a) no further action being taken; or
  - (b) a request to change this agreement by the Authority; or
  - (c) a recommendation to change this agreement by the Contractor .
- 2.2 Where a written request for a Change is received from the Authority, the Contractor shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Contractor to the Council within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Contractor shall be submitted directly to the Council in the form of two copies of a Change Control Note signed by the Contractor at the time of such recommendation. The Council shall give its response to the Change Control Note within three weeks.
- 2.4 Each Change Control Note shall contain:
- (a) the title of the Change;

- (b) the originator and date of the request or recommendation for the Change;
- (c) the reason for the Change;
- (d) full details of the Change, including any specifications;
- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
- (i) the timetable for the provision of the Change;
  - (ii) the personnel to be provided;
  - (iii) the Charges;
  - (iv) the Documentation to be provided;
  - (v) the training to be provided;
  - (vi) working arrangements;
  - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note;
- (j) provision for signature by the Council and the Contractor .

2.5 For each Change Control Note submitted by the Contractor the Council shall, within the period of the validity of the Change Control Note: (a) allocate a sequential number to the Change Control Note; and (b) evaluate the Change Control Note and, as appropriate:

- (i) request further information;
- (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Council and return one of the copies to the Contractor ; or
- (iii) notify the Contractor of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Council and by the Contractor shall constitute an amendment to this agreement.

## **SCHEDULE 6 – BUSINESS CONTINUITY**

### Introduction

This Schedule details guidance and information to enable the Contractor (Inspire Medicare Ltd) to provide a response to an episode of disaster where an emergency response is required.

Disaster refers to any episode of occurrence in which an impact on normal service levels is seen that requires attention to bring about business continuity and service levels returning to normal or as normal as possible given the circumstances.

### **1. Immediate Damage Limitation Measures: Human Risks / Staff Absence**

#### **a) Temporary loss of Key Person, e.g., Head of Finance, due to illness**

Response and Timetable:

- Inspire Medicare Ltd's Commercial and Operational Director to delegate immediate responsibility for absentee's roles and responsibilities to suitable standin. And Commercial and Operational Director (or in his/her absence, Head of Operations) to assess nature and likely duration of key person's absence.
- If absence likely to be more than two weeks, interim stand in to be selected from within Inspire within two weeks. Submit details to the Commercial and Operational Director/CEO for approval.
- HR Manager to prepare paperwork for formal interim appointment.

Responsibility: Commercial and Operational Director,  
Head of Operations and HR Manager at Inspire  
Medicare Ltd.

#### **b) Permanent loss of Key Person**

Key Persons are defined as ALL Directors of Inspire Medicare Ltd.

Response and Timetable:

- Head of Operations (or in her/his absence, Commercial and Operational Director) to delegate immediate responsibility for absentee's roles and responsibilities to suitable stand-in.

- Commercial and Operational Director (or in her/his absence, CEO) to notify Inspire Board of loss of Key Person and details of temporary stand-in within two days.
- Commercial and Operational Director (or in his/her absence, CEO) to identify process to; Select replacement and instruct HR Manager to publicise opportunity accordingly within ten working days.
- Selection process implemented to identify and select permanent replacement within fifteen working days.
- Inspire Board to be consulted on proposed replacement prior to formal appointment within twenty working days.

c) Permanent loss of other significant personnel

Significant Personnel are defined as ALL managers of Inspire Medicare Ltd

Response and Timetable.

- Relevant function Director to identify alternative staffing resource within one working day.
- Temporary agency staff to be brought in where necessary within five working days.
- Contract staffing agreements in place with temporary staffing agencies. Selection process implemented to identify and select permanent replacement within fifteen working days.
- Inspire Operations Group to be consulted on proposed replacement prior to formal appointment within twenty working days.

*Responsibility: Relevant Director, Head of Finance and HR Manager*

d) Mass staff walkout (either industrial action or competitor poaching)

- Temporary agency staff to be brought in where necessary within five working day and trained to Inspire standards.
- Contract staffing agreements in place with temporary staffing agencies.
- Every effort should be made to quickly negotiate a mutual settlement with existing staff in the case of industrial action.

- Urgently carry out exit interviews to establish reasons (financial / grievances) behind mass transfer to another Company.
- Recruitment process for permanent replacement staff to be implemented within ten working days.
- Organise intense induction / training program for replacement staff.

*Responsibility: Relevant Directors or Managers and HR Manager.*

## **2, Immediate Damage Limitation Measures: Premises and Vehicles**

- 2.1 If Inspire staff are unable to use their premises for whatever reason - a fire, flood, or loss of electricity. Even an incident on the transport network or a neighbouring site may mean that access to the premises is denied for a time. If stock, equipment and information is damaged their customers and suppliers must know how to reach relevant personnel.
- 2.2 All information, equipment and resources required to be able to carry out critical functions at an alternative location are to be noted as arranged. The strategies Inspire will adopt to make the organisation more resilient are: Work Area Recovery (WAR) – the predetermined WAR site is the alternative offices available at either [REDACTED] – both are fully equip to continue normal working procedures. Should both Units be inaccessible Inspire have agreed office space with a third party – [REDACTED] Due to all servers and information being cloud based this means that all information to continue working can be operated from anywhere through remote access. All directors, managers and key staff have laptops for remote access.
- 2.3 Should both main Units be inaccessible for a length of time then stock and decontamination will also be impacted on. Stock is also held over other warehouses and therefore will be used were required to maintain contracts for rental or retail. If premises are unavailable for only 24-48 hours this stock will be used. If the issue is deemed long term – 48 hours + a decision will be made no later than 6 hours after initial response activated as to whether additional stock is brought in.
- 2.4 All vehicles are maintained as part of Inspire processes and procedures and all engineers will perform daily checks on vehicles before leaving the depot. Should a vehicle be deemed unfit for use or not roadworthy the Head of Operations will hire a van within 2 hours to enable the business to continue as normal. If there are any timed jobs that require attention within this period then they will be reallocated to another engineer. All engineers are contactable at all times through their mobile phones and/or TomTom tracking devices.

2.5 Any vehicle stolen/involved in an accident will be managed in the same manner as above. If any member of staff is harmed / signed off of work due to vehicle related injury then work will be reallocated where possible and the human risk (section one) policy will be activated.

### 3. Immediate Damage Limitation Measures: Weather / Transport Disruption

3.1 Inspire Customer Service Manager and the Head of Operations will monitor weather reports and report severe weather and a need to activate the business continuity plan. The Head of Operations will also liaise with local flood authority/environmental agency as and when necessary to ensure the safety of staff and continuity of Inspire's services.

3.2 The criteria for "severe weather" will include, but not be limited to the following forecast weather events: 1. A forecast risk greater than 80% of snow on the ground to a depth of 5cms (2") or more in South East during a working day(s) and/or 2. A forecast risk greater than 80% of winds gusting to over 60 mph in the South East for more than 6 hours during a working day(s) and/or 3. A forecast risk greater than 80% of 30mm (1.25") rainfall in the South East in a 12 hour period during a working day(s).

3.3 Issues the Head of Operations will consider will include but not be limited to

- Maintaining/Suspending/Rescheduling Services
- Premises open/closure
- Advice to staff on travel/attendance at work/working from home
- Weather-related health and safety issues on the site (eg safety of pedestrian passage between the units in severe weather, availability of power/water supplies, security)

3.4 A decision to close both Units completely will involve all Directors and will only be agreed in extreme circumstances. In event of this occurring see section one on premises and four on IT business continuity.

3.5 In the event of snow all vans are required to carry 'snow chains' to enable a continuation of service whilst minimising the level of risk to the engineer and others on the road.

### 4) Immediate Damage Limitation Measures: Information Technology

4.1 In the event of any information technology disaster Inspire's internal point of contact will be the Head of Operations. All contact externally to [REDACTED] (Support company) will be managed by the Head of Operations and information fed through the managers of the affected departments as and when available.

Where Head of Operations is unavailable Commercial and Operational Director will be the next point of contact.

4.2 Establish facilities and operational resources for an emergency level of technology within 2 business hours following the incident;

Restore key services, e.g., Web site, critical servers and applications, recover critical data and databases, within 4 business hours of the incident;

Recover technology infrastructure to business as usual within 4 to 8 hours after the incident;

- Put plan of action into place.
- Notify all relevant function Directors/Managers.
- Instruct Operations and Customer Services team to notify all relevant customers and suppliers of the plan of action in place.
- Disaster Recovery Management Team to organise relocation or refurbishment.
- Head of Operations to activate technical disaster recovery.
- Head of Finance to organise insurance / funding.
- Decide on the best short term and long term solutions.
- Activate interim / alternative solutions.
- Notify Management team.
- Rectify original disaster.
- Meet to review actions taken and lessons learnt.

#### **5) Immediate Damage Limitation Measures: Product issues, recall/supply chain**

- When the potential for a recall becomes evident, the Commercial and Operations Director and the Head of Operations at Inspire will be informed immediately.
- The Head of Operations may assume the responsibility to immediately investigate, using any resource within the company. The decision needs to be made as quickly as possible.
- If the decision is that it is a recall, the Head of Operations should immediately convene the managers and directors. They should then coordinate all recall activities alongside contacting the manufacturer, keeping the managers and directors informed and notify the MHRA immediately if deemed necessary

#### **6) Immediate Damage Limitation Measures: Decontamination Unit Failure**

6.1 In the event of a power outage or inability to access decontamination unit for any reason for in excess of 48 hours the Head of Operations will instigate the following plan;



- Any decontamination required by retail clients will be Rescheduled/Cancelled with the customer kept informed and the decision made mutually
- All equipment returned requiring decontamination from rental or managed service contracts will be manually deep cleaned
- If [REDACTED] depot is inaccessible then Inspire will re-locate services to either [REDACTED] or a temporary location, Head of Operations to locate and CEO to release funds if applicable.
- In the event of all the above being improbable works will need to be outsourced to another company – the Operations Director and Sales Director will lead the search on this and the customer will be informed to ensure the decision is mutually agreeable.

Manual decontamination process contingency is detailed in the decontamination processes and procedures – section 2.12.

## **SCHEDULE 7 - EXIT MANAGEMENT**

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### **Introduction**

- The exit plan is a list of processes to manage the exit of the Integrated Community Equipment Service contract between London Borough of Bromley and Inspire Medicare Ltd.
  - This should be developed in accordance with the terms of the contract as a minimum.
  - The exit plan comes into effect as the notice to cease the service is issued by the Commissioner and a joint exit group should be established comprising staff of both parties to manage the contract coming to an end. The role of the joint exit group will be to manage all activities to ensure a smooth culmination of the contract or transition to a new provider, where appropriate.
  - Unless it is set out within the contract, there is no obligation on behalf of the contractor to comply with the establishment of a joint exit group; however a joint approach would be in the best interest of their registered population/service users.
- **Inspire Medicare – Exit Management Plan**
    - Inspire Medicare has agreed an Exit Management Plan with the London Borough of Bromley for the Integrated Community Equipment Service Contract. The Key Objectives stated within Inspire Medicare’s Community Equipment Service (CES) Transition are as follows:
      - Service Continuity
      - Protect staff welfare and comply with TUPE (where applicable).
      - Ensure assets, equipment, and data are transferred securely.
      - Manage risks effectively.
      - Maintain and be proactive in communications.
  - **Service Continuity**
    - 3.1 Inspire Medicare give assurance to maintain service delivery at existing standards until handover date. This includes:
      - Agreeing to contingency arrangements where necessary.
      - Adopting a ‘by attrition’ model where applicable

- **Workforce & TUPE**
  - 4.1 Inspire give guarantees that they identify staff in scope of TUPE transfer.
    - Share TUPE employee liability information (ELI) with new provider.
    - Hold staff consultations and Q&A sessions.
    - Ensure all statutory obligations (pensions, redundancy, unions) are met.
- **Equipment & Assets**
  - Regarding Equipment & Assets, Inspire has confirmed that in regard Inventory of all equipment across all locations they will.
    - Cover all outstanding PPM/ensure correct data moving to new provider
    - Agree logistics for equipment retrieval
    - Handover data to new service provider within GDPR and data sharing permissions.
- **Data & Information Governance**
  - Inspire have given assurances the following
    - Full data mapping (patient records, service user databases, order history).
    - Secure transfer of personal data in compliance with GDPR/DPA.
    - Archive records not required by the incoming provider.
    - Ensure continuity of IT system access until go-live.
- **Finance and Contracts**

On exit Inspire intend to:

  - Reconcile outstanding invoices, credit notes, and payments.
  - Cancel any sub-contractors and maintain exit strategy with such providers.
- **Stakeholder & Communication**

On exit Inspire intend to:

  - Draft communications plan (patients, carers, staff, commissioners, suppliers, clinicians, local authorities).
  - Publish clear timelines and contact details for new provider.
  - Coordinate joint announcements with commissioners.
- **Risk Management**

On exit Inspire intend to:

  - Maintain risk register (service disruption, staff attrition, IT failure, asset disputes).

- Develop mitigation plans (e.g., temporary staffing, backup logistics).
- Establish escalation route for urgent clinical issues.

○ **Appendix A: Indicative Timeline for Inspire to (Example)**

- **Week 1–4:** Set up governance, agree transition plan, begin data/equipment mapping.
- **Week 4-6:** TUPE consultation, inventory handover, draft comms.
- **Week 6-8:** Data transfer testing, finalise contracts/finance, staff shadowing with new provider.
- **Week 8-12:** Joint operations testing, issue user communications, confirm readiness.
- **Week 12 (Go-Live):** Formal handover, immediate post-transfer support.

## **SCHEDULE 8 – TUPE**

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## 1. Definitions

In this Schedule, the following definitions shall apply:

**Employee Liabilities:** all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**Employment Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive;

**Former Supplier:** a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);

**Relevant Transfer:** a transfer of employment to which the Employment Regulations applies;

**Relevant Transfer Date:** in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

**Replacement Services:** any services which are the same as or substantially similar to the Services following the expiry or termination of Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;

**Replacement Supplier:** any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);

**Replacement Sub-contractor:** a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor);

**Service Transfer:** any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;

**Service Transfer Date:** the date of a Service Transfer;

**Staffing Information:** in relation to all persons identified on the Supplier's Provisional Personnel List or Supplier's Final Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA 1998), but including in an anonymised format:

their ages, dates of commencement of employment or engagement and gender;

details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;

the identity of the employer or relevant contracting Party;

their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;

their wages, salaries and profit sharing arrangements as applicable;

details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;

any outstanding or potential contractual,

statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**Supplier Personnel:** all directors, officers, employees, agents, consultants and contractors of the Supplier and/or any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;

**Supplier's Final Personnel List:** a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

**Supplier's Provisional Personnel List:** a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**Transferring Supplier Employees:** those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

### 3. Interpretation

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

## NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

### 4. Procedure in the event of transfer

2. The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.



3. If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - a) the Supplier shall, and shall procure that the relevant Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and
  - b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
4. If an offer referred to in clause 4.3.b) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
5. If by the end of the 15 Working Day period specified in clause 4.3.b):
  - a) no such offer of employment has been made;
  - b) such offer has been made but not accepted; or
  - c) the situation has not otherwise been resolved,

the Supplier and/or the Sub-contractor may within five Working Days give notice to terminate the employment or alleged employment of such person.

## **5. Indemnities**

2. Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of clause 4.3 to clause 4.5 and in accordance with all applicable employment procedures set out in applicable Law and subject also to clause 5.5, the Authority shall:
  - a) indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in clause 4.3 made pursuant to the provisions of clause 4.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
  - b) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made pursuant to the provisions of clause 4.5 provided that the Supplier

takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

3. If any such person as is described in clause 4.3 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period referred to in clause 4.5 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.
4. Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to clause 5.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.
5. The indemnities in clause 5.2:
  - a) shall not apply to:
    - (i) in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
    - (ii) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and
  - b) shall apply only where the notification referred to in clause 4.3.a) is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within six months of the Effective Date.

## **6. Procurement obligations**

Where in this schedule the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **EMPLOYMENT EXIT PROVISIONS**

## **7. Pre-service transfer obligations**

2. The Supplier agrees that within 20 Working Days of the earliest of:
  - a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
  - b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
  - c) the date which is 12 months before the end of the Term; and
  - d) receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any six month period),

it shall provide in a suitably anonymised format so as to comply with the DPA 1998, the Supplier's Provisional Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Personnel List and it shall provide an updated Supplier's Provisional Personnel List at such intervals as are reasonably requested by the Authority.

3. At least 28 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:
  - a) the Supplier's Final Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
  - b) the Staffing Information in relation to the Supplier's Final Personnel List (insofar as such information has not previously been provided).
4. The Authority shall be permitted to use and disclose information provided by the Supplier under clause 7.2 and clause 7.3 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
5. The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to clause 7.2 and clause 7.3 shall be true and accurate in all material respects at the time of providing the information.
6. From the date of the earliest event referred to in clause 7.2.a), clause 7.2.b) and clause 7.2.c), the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
  - a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

- b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
- c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Personnel List;
- e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Personnel List regardless of when such notice takes effect.

7. During the Term, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:
  - a) the numbers of employees engaged in providing the Services;
  - b) the percentage of time spent by each employee engaged in providing the Services; and
  - c) a description of the nature of the work undertaken by each employee by location.
8. The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor

(as appropriate), in respect of each person on the Supplier's Final Personnel List who is a Transferring Supplier Employee:

- a) the most recent month's copy pay slip data;
- b) details of cumulative pay for tax and pension purposes;
- c) details of cumulative tax paid;
- d) tax code;
- e) details of any voluntary deductions from pay; and
- f) bank/building society account details for payroll purposes.

## **8. Employment regulations exit provisions**

2. The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
3. The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
4. Subject to clause 8.5, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any

Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- a) any act or omission of the Supplier or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
- b) the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
  - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
  - (ii) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- e) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

- g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
5. The indemnities in clause 8.4 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
  - b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.
6. If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- a) the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
  - b) the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
7. If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
8. If after the 15 Working Day period specified in clause 8.6.b) has elapsed:

- a) no such offer of employment has been made;
- b) such offer has been made but not accepted; or
- c) the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or Replacement Subcontractor, as appropriate that it may within five Working Days give notice to terminate the employment or alleged employment of such person.

9. Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of clause 8.6 to clause 8.8, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination pursuant to the provisions of clause 8.8 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
10. The indemnity in clause 8.9:
  - a) shall not apply to:
    - (i) in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
    - (ii) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
  - b) shall apply only where the notification referred to in clause 8.6.a) is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within six months of the Service Transfer Date.
11. If any such person as is described in clause 8.6 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in clause 8.6 to clause 8.8, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.
12. The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier



Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- a) the Supplier and/or any Sub-contractor; and
  - b) the Replacement Supplier and/or the Replacement Sub-contractor.
13. The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
14. Subject to clause 8.15, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:
- a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor;
  - b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
    - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
    - (ii) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;
  - c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
  - d) any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after

their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (ii) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- g) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and
- h) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

15. The indemnities in clause 8.14 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising

from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

## SCHEDULE 9 – INITIAL CATALOGUE

SMALL LIQUID LEVEL IND. AUD/VIB.  
 COMMUNICLOCK - TALKING CLOCK  
 Symbol Cane 70Cm  
 SYMBOL CANE 85cm  
 GUIDE CANE 90cm  
 GUIDE CANE 95cm  
 GUIDE CANE 100cm  
 GUIDE CANE 105cm  
 LONG CANE 150cm  
 Signature Guide  
 ANTI GLARE FIT OVER GLASSES BROWN  
 ORANGE BUMPONS (SHEET OF 56)  
 Cordlock Cane (135cm)  
 ECHO MINI TECH H/SET & N/LOOP  
 BELLMAN PAGER  
 BELLMAN CHARGER  
 Bed Shaker  
 Baby Cry Transmitter  
 DOOR TRANSMITTER  
 BELLMAN PUSH BUTTON TRANSMITTER  
 STEOCLIP HEADSET  
 Symbol Cane 100cm  
 Symbol Cane 105cm  
 Radio 2.4G TV Listener  
 AMBU TECH ROLLER BALL HOOK STYLE  
 115cm ALUMINIUM LONG CANE  
 120cm ALUMINIUM LONG CANE  
 125cm ALUMINIUM LONG CANE  
 130cm ALUMINIUM LONG CANE  
 140cm ALUMINIUM LONG CANE  
 ANTI GLARE FIT OVER GLASSES GREY  
 BLUE DYCEM REEL  
 YELLOW DYCEM REEL  
 UNIVERSAL HANDLE WHITE WALKING STICK  
 145CM LONG CANE - ROLLER TIP  
 TALKING COLOUR DETECTOR  
 BELLMANS VISIT VIBRATING WRIST RECEIVER  
 DYCEM MAT RED  
 ECHO 2.4G WIRELESS HEADSET SYSTEM BELLMAN  
 868 PORTABLE RECEIVER  
 iLuv Smartshaker 3 Geemarc  
 Wake 'n' Shake Star  
 Signolux Tower Receiver  
 Slimline Graphite Fold Long Cane 120Cm  
 Perching Stool with white HFVinyl padded Seat & Back

WHITE RIGHT HAND ARTH STI  
 WHITE LEFT HAND ARTH STIC  
 Daylight UnoLamp  
 Bellman Visit 868 Flash Receiver  
 Varta Battery V40H 1.2V40H for BE1560 Wrist Receiver  
 Geomarc Amplipower 50 White Amplified Telephone  
 Lumina Plus floor lamp with tactile controls  
 Ambutech Slimline Folding Graphite Long Cane 1250mm - Marshmallow Tip  
 Ambutech Slimline Folding Graphite Long Cane 130mm - Marshmallow Tip  
 Ambutech High Mileage Rolling Ball Tip - Thread Style  
 Signolux Audio Universal Transmitter  
 SIGNOLUX DIRECT/PHONEUNIVERSAL TX  
 Talking Kitchen Scale With Easy-To-See Jug  
 COOKING BASKET - 165mm  
 Corner Cradle  
 EZY-FIT 4" Raised Toilet Seat with Optional Lid  
 2" Spacer for EZY-FIT Raised Toilet Seat  
 Rnib Talking Microwave  
 Quick Move Minilift Classic 160  
 Trolley Tray Plastic - Beige  
 Glide Discs (Pair)  
 Sucker Pack for EZY-FIT Raised Toilet Seat - Pack of 8 (4 Big - 4 Small)  
 ELECTRIC PROFILE BED  
 LOW ELECTRIC PROFILING BED  
 ULTRA LOW PROFILING BED  
 BARIATRIC COTSIDE PADS (PAIR)  
 COMMUNITY COTSIDE RAILS (HARVEST) X2  
 SIDHILL COTSIDES X2  
 FREEDOM EXTENSION KIT & RAILS  
 COMMUNITY COTSIDE PADS (HARVEST) X2  
 ATT MONKEY POLE FOR SOLITE LASER BED  
 FREESTANDING LIFTING POLE  
 BRADSHAW HI-LO LIFTING POLE  
 BED CRADLE  
 LEG LIFTING STRAP  
 BED LEVER - DOUBLE ENDED  
 HANDLE FOR HARVEST BED (SHORT)  
 HANDLE FOR SIDHIL BED  
 HARVEST COMMUNITY BED HANDLE (LONG) 'OLD STYLE'  
 DRIP STAND  
 FOLDING BACK REST  
 PARNELL BED RAIL  
 MATTRESS ELEVATOR  
 PILLOWLIFT  
 BED EXTENSION INFILL  
 Mattress - Bariatric - Visco Elastic Replacement  
 BED CRASH MAT  
 RISE EASY BED AID (Double

OVERLAY SINGLE  
 OVERLAY PRO PAD DOUBLE  
 Harvest Bariatric Bed Handle  
 DREAMASTER KNEE BREAK  
 DREAMASTER LITE LH RAIL  
 DREAMASTER LITE RH RAIL  
 BED STOPPER  
 ATTACHED LIFTING POLE  
 BED LEVER  
 MATTRESS OVERLAY KING SIZE  
 ODD STOCK WEDGE  
 FLEXIPAD DOUBLE  
 Newell Post Rail - Left  
 Newell Post Rail - Right  
 LANGHAM P125's  
 LANGHAM P125's  
 LINKED DOUBLE BED RAISER - MULTIPLS OF 6's  
 GRAB RAIL (OUTDOORS) 300MM (12")  
 GRAB RAIL (OUTDOORS) 450MM (18")  
 36" GRAB RAIL - VY397  
 GRAB RAIL (INDOORS) PLASTIC 300MM (12")  
 GRAB RAIL (INDOORS) PLASTIC 450MM (18")  
 GRAB RAIL (INDOORS) PLASTIC 600MM (24")  
 DEVON RAIL WITH LEG 750mm  
 MORRIS BED RAISERS ADJ (SET OF 2)  
 MORRIS HEIGHT ADJUSTABLE BED RAISER - ORDER IN 6's  
 MORRIS SETTEE RAISER - SINGLE  
 MORRIS CHAIR RAISERS - ADJUSTABLE - ORDER IN 5's  
 ALEXANDER CHAIR RAISERS (PAIR)  
 MORRIS FLAT PLATE LONG SIZE - BOX OF 50  
 Adjustable Bed Raiser 3-5" Single - Order in 10's  
 3" SQUARE CUP ADJUSTABLE BOX OF 30  
 FLAT PLATE AL09 STD BOX OF 50  
 ANGLE BRACKET MOR & ALEX BOX 50  
 FUNITURE DISC RAISER BOX 30  
 SQUARE CUPS ADJUSTABLE HEIGHT BOX OF 30  
 RAIL 30" HAND  
 Portable rechargeable folding LED light  
 \*\*Discontinued\*\* LIVAL LAMP (FLOOR) WHITE  
 Symbol Cane 70Cm  
 ANTI GLARE GLASSES GREEN  
 BELLMAN PAGER  
 HANDSFREE INTERCOM  
 36" PLASTIC RAIL  
 RAISER MORRIS CHAIR RECLINER ORDER IN 5's  
 AMBU TECH ROLLER BALL HOOK STYLE  
 Inspiration Cot 2  
 48" PLASTIC FLUTED GRAB RAIL, WHITE

TALKING KITCHEN SCALE (WITH BATTERIES)  
 ELLAND BRADSHAW BARIATRIC HANDLE  
 T ROLL POSITIONING AID MEDIUM  
 24 Month Sim 50 Mb 5 Mins Voice Per Sim Per Month  
 TALKING MICROWAVE OVEN  
 MULTIGLOVE (PAIR)  
 \*\*Discontinued\*\* LOW RISK CUSHION (17x17)  
 GEL CUSHION  
 PERCHING STOOL WITH ARMS AND BACK - ADJUSTABLE HEIGHT  
 PERCHING STOOL  
 PERCHING STOOL  
 BARIATRIC PERCHING STOOL WITH ARMS AND BACK - ADJUSTABLE  
 HEIGHT  
 HIGH BACK CHAIR WITH WINGS  
 BARIATRIC HIGH BACK CHAIR WITH WINGS  
 DUAL MOTOR RISER RECLINER  
 FOOTREST WITH WHEELS  
 PERCHING STOOL NO ARMS OR BACK  
 \*\*Discontinued\*\* LEG STOOL ADJUSTABLE  
 FOOT AND LEG REST WITH CASTORS  
 CRICKET 2 (ORDER'S IN 5)  
 STANDARD ELECTRIC HOIST  
 ARJO MAXI SLIDE SHEET 710mm X 2000mm  
 TRANSFER BOARD BANANA (CURVED)  
 TRANSFER BOARD STRAIGHT 24"  
 TRANSFER AID  
 \*\*Discontinued\*\* MANGAR ELK EMERGENCY LIFTING CUSHION  
 \*\*Discontinued\*\* AIRFLO 12  
 HANDLING BELT- NON SLIP  
 FLEXI-DISC  
 LOCOMOTOR FLAT WIDE SHEET LOCO-128 200x90cm  
 WENDYLETT DRAW SHEET  
 WENDYLETT 4WAY MIDI SHEET 200X200  
 FITTED WENDYLETT BASE SHEET  
 MANGAR PILLOW LIFT WITHOUT COMPRESSOR  
 MANGAR LEG LIFTER  
 MULTIGLIDE SHEET LONG  
 MULTIGLIDE SHEET STANDARD  
 MULTIGLIDE SHEET COMPACT  
 MULTIGLIDE SHEET WIDE  
 MATTRESS COVER 3'  
 MATTRESS COVER 4' 6"  
 MULTIGLIDE SHEET EXTRA LONG  
 TROUGH WALKING FRAMES SMALL  
 TROUGH WALKING FRAMES MEDIUM  
 TROUGH WALKING FRAMES LARGE  
 MOBILATOR BARIATRIC TALL  
 MOBILATOR NARROW SMALL

WALKING FRAME BARIATRIC  
 BARIATRIC CRUTCHES  
 BARIATRIC ROLLATOR BLUE  
 COMFORT RECLINE - SPACER (BLACK) MEDIUM WITH HEAD SUPPORT  
 SMALL POSITIONING WEDGE  
 WENDYLETT 4 WAY TOP SHEET  
 High Back Toilet Sling. Size Small Polyester  
 High Back Toilet Sling. Size Small Polyester  
 High Back Toilet Sling - Size Medium Polyester  
 High Back Toilet Sling - Size Large Polyester  
 MEDIUM THORAX SLING  
 LARGE THORAX SLING  
 Satin base sheet with elastic corner - ORDER IN 40'S  
 Satin draw (top) sheet 4 midi with handles - ORDER IN 25'S  
 Curved Adjustable Overbed Table  
 BED LOOP (PAIR) - SINGLE CARER PILOT  
 STANDING AID SLING LARGE  
 STANDING AID SLING MEDIUM  
 STANDING AID SLING SMALL  
 STANDING AID SLING EX-LARGE  
 LEJRELET HIGH PAD  
 Elbow Crutch - Large  
 WALKING STICK BLACK RIGHT HAND ADJ - ERGONIMICAL HANDLE  
 WALKING STICK BLACK LEFT HAND ADJ - ERGONIMICAL HANDLE  
 METAL WALKING STICK - ADJUSTABLE HEIGHT  
 QUAD CANE - LARGE  
 STANDARD NON WHEELED WALKING FRAME - ADJUSTABLE HEIGHT  
 MEDIUM  
 BARIATRIC WALKING STICK  
 NARROW WHEELED WALKING FRAME - ADJUSTABLE HEIGHT MEDIUM  
 NARROW WHEELED WALKING FRAME - ADJUSTABLE HEIGHT LARGE  
 THREE WHEELED WALKER  
 FOUR WHEELED WALKER  
 FOUR WHEELED WALKER  
 FOUR WHEELED WALKER  
 LIGHT WEIGHT TRI WALKER - Order in 2's  
 MEDIUM WHEELED WALKING FRAME  
 NRS Centered Leg Quad Cane  
 STATIC COMMODE - ADJUSTABLE HEIGHT AND DETACHABLE ARMS  
 BARIATRIC COMMODE WITH ARMS - ADJUSTABLE  
 CHEMICAL COMMODE  
 MOBILE COMMODE - DETACHABLE ARMS  
 FREE STANDING TOILET FRAME - ADJUSTABLE HEIGHT AND WIDTH RAISED  
 TOILET SEAT 50MM (2'')  
 RAISED TOILET SEAT 100MM (4'')  
 SLIPPER PAN  
 MALE URINAL BOTTLE  
 RAISED TOILET SEAT 150MM (6'')



BARIATRIC MOBILE COMMODE - DETACHABLE ARMS  
 URINAL SLIPPER FEMALE  
 SKANDIA TOILET FRAME  
 SLING RECLINE LARGE  
 SLING RECLINE SMALL  
 SLING RECLINE XL  
 SLING RECLINE XS  
 SLING- TOILETING - LARGE POLYESTER  
 SLING- TOILETING - MEDIUM POLYESTER  
 SLING- TOILETING - SMALL POLYESTER  
 SLING - TOTAL SUPPORT - LARGE - POLY  
 SLING - TOTAL SUPPORT - MEDIUM - POLY  
 SLING - TOTAL SUPPORT - SMALL - POLY  
 SLING - TOTAL SUPPORT - X-LARGE POLY  
 SLING - HAMMOCK LARGE IN-SITU  
 SLING - HAMMOCK MED IN-SITU  
 SLING - HAMMOCK SMALL IN-SITU  
 SLING - LARGE IN-SITU - TOTAL SUPPORT IN-SITU CA400  
 SLING - MED IN-SITU - TOTAL SUPPORT IN-SITU CA400  
 SLING - SMALL IN-SITU - TOTAL SUPPORT IN-SITU CA400  
 SLING - TOTAL SUPPORT - X-LARGE IN-SITU  
 MOLIFT RAISER PRO - ORDER IN 14's  
 Morpheus Air  
 SLING - HAMMOCK LARGE POLYESTER  
 SLING - HAMMOCK MEDIUM POLYESTER  
 SLING - HAMMOCK SMALL POLYESTER  
 Sling - Thorax Medium seat support  
 AquaJoy SAVER Full Cover Blue  
 Ultra-Cline Pressure Relief Riser Recliner Chair Cushion Set (High Risk)  
 Herida Norfolk Bari Cushion  
 Standard Glide and Lock for Bed without Handles  
 Standard Glide and Lock for Chair without Handles  
 Standard Glide and Lock for Chair without Handles  
 Small Thorax Sling  
 Individual Extended Siderail - Oak  
 Individual Extended Siderail - Oak  
 COMMUNITY BED EXTENSION KIT  
 Glideabout Commode Pot With Lid  
 Large Wheeled Walking Frame  
 Ambutech high mileage rolling ball tip hook style  
 Panasonic Cr2477 3V Battery For Mk4 Wrist Worn Fall Detector  
 NARROW BATH BOARD STANDARD 710MM (28")  
 BATH SEAT STANDARD 150MM (6")  
 BATH SEAT STANDARD 200MM (8")  
 BATH SEAT STANDARD 300MM (12") MOQ x 10  
 Swivel Bather  
 BATHLIFT (RECLINING)  
 BATH STEP

COMMODE PAN FOR SHOWERCHAIR  
CORNER SHOWER STOOL

PORTASCREEN SHOWERGUARD  
BATHLIFT MANGAR BATHING CUSHION & COMPRESSOR  
BATHING CUSHION NO COMPRESSOR  
BATH/SHOWER BOARD SUREFOOT  
SHOWER COASTER 17" SELF PROPEL  
SHOWER COASTER 17" ATTENDENT PROPEL  
SHOWER COASTER 19" SELF PROPEL  
SHOWER COASTER 19" ATTENDENT PROPEL  
SHOWER CHAIR 18" ATTENDANT PROPELLED  
BOSWORTH SHOWER BENCH  
HAIR RINSE TRAY INFLATABLE  
HAIRWASH TRAY PLASTIC  
TROLLEY WITH BRAKE  
Cutlery Ultralight Large Fork  
Cutlery Ultralight Large Knife  
Cutlery Ultralight Large Spoon  
Cutlery Ultralight Small Fork  
Cutlery Ultralight Small Knife  
Cutlery Ultralight Small Spoon  
Cutlery Junior Caring Fork  
Cutlery Junior Caring Knife  
Cutlery Junior Caring Spoon  
LEG LIFTER LARGE LOOP  
Doorline-Multi  
Telescopic Channel 2000mm Ramp  
5FT AEROLIGHT XTRA RAMP  
PORTABLE RAMP 72  
Doorline-Multi Ramp Up To 13Cm High, Length 74Cm  
Doorline-Multi Ramp Up To 13Cm High, Length 74Cm  
Aerolight-Xtra Folding Ramp 1.2M/4Ft Long  
EZY-FIT 4" Raised Toilet Seat with Optional Lid  
2" Spacer for EZY-FIT Raised Toilet Seat  
Bariatric Bed Without Siderails  
EQUIVALENT CANTILEVER TABLE WITH WHEELS (A)  
EQUIVALENT CANTILEVER TABLE WITH WHEELS (A)  
Bed Rail - Double Ended  
EQUIVALENT LOW RISK FOAM MATTRESS (A)  
DREAM MASTER LIGHT MATTRESS ELEVATOR  
Grab Rail (Outdoors) 450MM (18") - Box of 25  
Atlas 3 Transfer Disc  
Sara Steady  
4 wheel rollator - IPH5015 CTE  
BATHLIFT (FIXED BACK) (A)  
BATHLIFT (FIXED BACK) (B)  
BATHLIFT (FIXED BACK/RECLINING)

Shower Commode  
Height Adjustable Trolley (Pre-Made)  
FERRULES LARGE 25MM  
Bariatric cotside end caps  
AquaJoy premier plus charger  
AQUAJoy HANDSET  
Accora Lateral Support  
CHEMICAL COMMODE BUCKET  
REPLACEMENT BUCKET - 25L  
POT/BUCKET & LID FOR COMMODE  
HANDSET FOR ORCA  
CHARGER FOR ORCA  
ARCHIMEDES CHARGER  
NEPTUNE CUSHOIN COVER SET  
NEPTUNE CUSHOIN COVER SET  
NEPTUNE BATTERY  
NEPTUNE BATHLIFT CHARGER  
Glide Discs (Pair)  
Sucker Pack for EZY-FIT Raised Toilet Seat - Pack of 8 (4 Big - 4 Small)