

DATED

3<sup>rd</sup> December 2025

THE COUNCIL OF THE CITY OF GLOUCESTER

and

Gloucestershire Action for Refugees and Asylum Seekers

CHELTENHAM AND GLOUCESTER ASYLUM SEEKER SUPPORT SERVICES

One Legal  
Public Services Centre  
Gloucester Road  
Tewkesbury  
GL20 5TT  
Ref: DR/OL21307392

## Contents

---

### Clause

1.	Definitions and Interpretation .....	4
2.	Term.....	10
3.	Extending the Initial Term.....	10
4.	Due diligence and Supplier's warranty .....	10
5.	Supply of services.....	11
6.	Social Value Requirements .....	12
7.	Compliance and Change in Laws .....	12
8.	Authority Premises and Assets.....	13
9.	TUPE .....	14
10.	Payment.....	14
11.	Service Credits.....	16
12.	Staff.....	16
13.	Safeguarding children and vulnerable adults .....	16
14.	Reporting and meetings.....	17
15.	Monitoring .....	18
16.	Change control.....	18
17.	Dispute resolution .....	18
18.	Sub-Contracting and assignment .....	19
19.	Indemnities.....	20
20.	Limitation of liability .....	20
21.	Mitigation of Loss.....	21
22.	Insurance .....	22
23.	Insurance claims.....	22
24.	Freedom of information and Transparency .....	23
25.	Data Protection .....	23
26.	Confidentiality .....	23
27.	Intellectual property .....	24
28.	Termination.....	24
29.	Force majeure.....	26
30.	Prevention of bribery.....	27
31.	Modern Slavery .....	28
32.	Waiver.....	28
33.	Rights and remedies.....	29
34.	Severability .....	29
35.	Partnership or agency.....	29
36.	Third party rights.....	29
37.	Publicity.....	29
38.	Notices .....	30
39.	Entire agreement .....	31
40.	Variation.....	31
41.	Counterparts .....	31
42.	Governing law .....	31
43.	Jurisdiction .....	31

## **SCHEDULE**

<b>SCHEDULE 1</b>	<b>Specification .....</b>	<b>33</b>
<b>SCHEDULE 2</b>	<b>Supplier's Tender .....</b>	<b>1</b>
<b>SCHEDULE 3</b>	<b>Charges and payment.....</b>	<b>2</b>
1.	The Charges .....	2
2.	Frequency of payment .....	2
<b>SCHEDULE 4</b>	<b>Key Performance Indicators and Service Credits.....</b>	<b>3</b>
<b>SCHEDULE 5</b>	<b>Change Control Procedure .....</b>	<b>7</b>
<b>SCHEDULE 6</b>	<b>TUPE .....</b>	<b>9</b>

THIS AGREEMENT is dated 3<sup>rd</sup> December 2025.

## PARTIES

- (1) **The Council for the City of Gloucester** of North Warehouse, The Docks, Gloucester, GL1 2FB (**Authority**).
- (2) **Gloucestershire Action for Refugees and Asylum Seekers** incorporated and registered in England and Wales under the Cooperative and Community Benefit Societies Act 2014 with charitable status (04026398) whose registered office is at Trust Centre Garas, Trust Centre, Falkner St, Gloucester, England, GL1 4SQ (**Supplier**).

## BACKGROUND

- (A) The Authority and CBC are working together to seek delivery of Asylum Seeker Support Services in Gloucester and Cheltenham having received funding from the Home Office. The Authority and CBC have agreed that the Authority shall act as the lead on their behalf in procuring and managing the Services.
- (B) Accordingly proposals for the provision of the Services have been sought and the Supplier to provide these Services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this agreement.

## AGREED TERMS

### 1. Definitions and Interpretation

- 1.1 The definitions and rules of interpretation in this Clause apply in this agreement.

**Associated Company:** any holding company from time to time of the Supplier and any subsidiary from time to time of the Supplier, or any subsidiary of any such holding company.

**Authorised Representatives:** the persons respectively designated as such by the Authority and the Supplier the first such being set out in Clause 38.1.

**Best Industry Practice:** the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the term, the pricing structure and any other relevant factors.

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**CBC:** means Cheltenham Borough Council of Municipal Offices, Promenade, Cheltenham, GL50 9SA

**Change:** any change to this agreement 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 agreement, as set out in Schedule 5

**Change in Law:** any change in any Law which impacts on the performance of the Services and which comes into force after the Commencement Date.

**Charges:** the charges which shall become due and payable by the Authority to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in Schedule 3.

**Chief Executive:** means the most senior officer of the Authority.

**Commencement Date:** 1<sup>st</sup> December 2025.

**Commercially Sensitive Information:** the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

**Connected Person(s):** has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023.

**Contract Year:** a 12-month period starting on the 1<sup>st</sup> April in each year of this agreement.

**Controller, Processor, Data Subject, Personal Data, Processing and Personal Data Breach:** has the meaning set out in the Data Protection Legislation.

**Councils:** The Authority and CBC

**Councils Premises:** means any premises owned or occupied by the Authority or CBC permitted to be accessed by the Supplier

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**Debarment List:** the list of suppliers referred to in section 62 of the Procurement Act 2023

**EIRs:** the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

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

**Force Majeure:** 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 Supplier, the Supplier's Personnel or any other failure in the Supplier's supply chain.

**General Change in Law:** a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.

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

**Initial Term:** the period from the Commencement Date until 31<sup>st</sup> March 2028.

**Insolvency Event:** where:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (where the Supplier is a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (where the Supplier is an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (where the Supplier is a partnership) has any partner to whom any of the foregoing apply;
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (where the Supplier is a company);
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (g) the Supplier (where an individual) is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (k) the Supplier (where the Supplier an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

**Intellectual Property / Intellectual Property Right:** any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

**Key Performance Indicators / KPI:** means the Key Performance Indicators set out in Schedule 4.

**KPI Reporting Failure:** means a shortfall or failure to achieve the KPI reporting as set out in Schedule 4

**Law:** any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply.

**Mediator:** means the mediator chosen by the parties under Clause 1.1(a)l.

**MSA Offence:** an offence in scope of Modern Slavery Act 2015.

**Necessary Consents:** all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Service.

**Payment Plan:** the plan for payment of the Charges as set out in Schedule 3.

**Prohibited Act:** the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - I. induce that person to perform improperly a relevant function or activity; or
  - II. reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- (c) committing any offence:
  - I. under the Bribery Act;
  - II. under legislation or common law concerning fraudulent acts;
  - III. defrauding, attempting to defraud or conspiring to defraud the Authority.
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c)(above), if such activity, practice or conduct had been carried out in the UK.

**Regulated Activity:** in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults

shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

**Replacement Services:** any services that are identical or substantially similar to any of the Services and which the Councils receive in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Councils internally or by any Replacement Supplier.

**Replacement Supplier:** any third party supplier of Replacement Services appointed by the Authority from time to time.

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

**Service Credit:** a sum which the Authority is entitled to deduct or invoice in respect of KPI Reporting Failures as specified in Schedule 4

**Services:** Asylum seeker support services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1.

**Social Value Requirements:** means the section of the Supplier's Tender which sets out the social value to be delivered by the Supplier in connection with this agreement.

**Specification:** means the specification for the Services to be supplied by the Supplier to the Councils as specified in the specification in Schedule 1.

**Staff Vetting Procedure:** means vetting procedures that accord with good industry practice or, where requested by the Authority, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;

**Sub-Contract:** any contract or agreement between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

**Sub-Contractor:** the contractors or suppliers that enter into a Sub-Contract with the Supplier.

**Supplier's Personnel:** all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

**Supplier's Tender:** the tender submitted by the Supplier and other associated documentation set out in Schedule 2.

**Term:** the period of the Initial Term as may be varied by:

- (a) any extensions to this agreement which are agreed pursuant to Clause 3; or
- (b) the earlier termination of this agreement in accordance with its terms.

**Transparency Information:**

- (a) any information permitted or required to be published by the Procurement Act 2023, any regulations published under it, and any Procurement Policy Notes, subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023 which shall be determined by the Authority taking into account any Commercially Sensitive Information;
- (b) any information about this agreement, including the content of this agreement requested and required to be disclosed under FOIA or the EIRs, and any changes to



this agreement agreed from time to time, subject to any relevant exemptions, which shall be determined by the Authority taking into account any Commercially Sensitive Information;

- (c) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time; and
- (d) any of the information that the Authority is permitted or required to publish by the Procurement Act 2023, any regulations published under it and any Procurement Policy Notes, relating to the performance of the Supplier against any KPI subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023, or under the provisions of FOIA, which shall be determined by the Supplier taking into account any Commercially Sensitive Information (if any).

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Working Day:** Monday to Friday, excluding any public holidays in England and Wales.

**Working Hours:** 9:00 – 16:30 on any Working Day

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes e-mail except for notices or the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.12 References to Clauses and schedules are to the Clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Where there is any conflict or inconsistency between the provisions of this agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
  - (a) the Clauses of this agreement;
  - (b) Schedule 1 to this agreement;

- (c) the remaining schedules to this agreement other than Schedule 2;
- (d) Schedule 2 to this agreement.

## **Commencement and duration**

### **2. Term**

This agreement shall take effect on the Commencement Date and shall continue for the Term.

### **3. Extending the Initial Term**

- 3.1 The Authority may extend this agreement beyond the Initial Term by three additional periods of one year (each an "Extension Period"). If the Authority wishes to extend this agreement, it shall give the Supplier at least three months' written notice of such intention before the expiry of the Initial Term or relevant Extension Period.
- 3.2 If the Authority gives such notice then the Term shall be extended by the period set out in the notice.
- 3.3 If the Authority does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of Clauses 28.5 and 28.6 shall apply.

### **4. Due diligence and Supplier's warranty**

- 4.1 The Supplier acknowledges and confirms that:
  - (a) the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this agreement;
  - (b) 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 Authority pursuant to Clause 1.1(a);
  - (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement; and
  - (d) it has entered into this agreement in reliance on its own due diligence.
- 4.2 No representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 4.3 The Supplier:
  - (a) as at the Commencement Date, warrants and represents that all information contained in the Supplier's Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of this agreement;
  - (b) shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it

by the Authority during such due diligence which materially and adversely affects its ability to perform the Services or meet any KPIs ; and

- (c) shall promptly notify the Authority in writing if, during the Term:
  - I. the Supplier, the Supplier's Connected Persons or any Sub-Contractor is placed on the Debarment List;
  - II. a mandatory exclusion ground or discretionary exclusion ground applies to the Supplier, the Supplier's Connected Persons or any Sub-Contractor; and
- (d) shall promptly notify the Authority in writing within 5 days of any changes to the Supplier's Connected Persons together with information regarding the identity of the new Connected Persons.

4.4 The Supplier shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with Clause 1.1(b) save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from the Authority or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.

4.5 Nothing in this Clause 4 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

## **The Services**

### **5. Supply of services**

5.1 In consideration of the Authority's agreement to pay the Charges, the Supplier shall supply the Services to the Councils for the Term subject to and in accordance with the terms and conditions of this agreement.

5.2 In supplying the Services, the Supplier shall:

- (a) co-operate with the Authority in all matters relating to the Services and comply with all the Authority's reasonable instructions;
- (b) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- (c) ensure that all goods, materials standards and techniques used in performing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (d) use Staff who are suitably qualified, adequately trained, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this agreement;
- (e) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

- (f) ensure that the Services are supplied in accordance with the Supplier's Tender, the KPIs and the provisions of this agreement;
  - (g) comply with all applicable laws; and
  - (h) provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 5.3 The Supplier acknowledges and agrees that it is providing the Services to both the Authority and CBC.

## **6. Social Value Requirements**

- 6.1 The Supplier shall ensure that it delivers the Social Value Requirements in accordance with the provisions of the Supplier's Tender.
- 6.2 The Supplier shall keep the Authority informed of progress of the Social Value Requirements as part of the reporting requirements under Clause 14
- 6.3 In the event the Supplier is unable to deliver the expected outcomes of the Social Value for reasons not due to the Supplier's default or inaction, the parties shall work together to identify changes that can be made to the Social Value Requirements.
- 6.4 Any agreed changes shall be deemed to be a Change and the Change Control Procedure shall be adopted.
- 6.5 If the Authority reasonably believes that the failure to deliver the Social Value Requirements is due to the Supplier's inaction or default, the Authority may terminate this agreement pursuant to Clause 1.1(b)

## **7. Compliance and Change in Laws**

- 7.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Authority shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 7.2 Where there is any conflict or inconsistency between the provisions of this agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 7.3 The Supplier shall perform its obligations under this agreement (including those in relation to the Services) in accordance with:
  - (a) all applicable Law regarding health and safety; and
  - (b) the Authority's health and safety policies and procedures whilst at any of the Councils Premises.
- 7.4 Each party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at any of the Councils Premises of which it becomes aware. The Supplier shall instruct the Supplier's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 7.5 Without limiting the general obligation set out in Clause (h), the Supplier shall (and shall procure that the Supplier's Personnel shall):

- (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
    - I. all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
    - II. the Authority's equality and diversity policy as provided to the Supplier from time to time; and
    - III. any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law; and
  - (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination and harassment designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- 7.6 The Supplier shall monitor and shall keep the Authority informed in writing of any changes in the Law which may impact the Services and shall provide the Authority with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes. The Supplier shall only implement such changes in accordance with the Change Control Procedure.
- 7.7 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of this agreement nor be entitled to an increase in the Charges as the result of a General Change in Law.

## **8. Councils Premises and Assets**

- 8.1 If necessary, the Authority shall provide the Supplier with reasonable access at reasonable times to its premises or CBC's premises for the purpose of supplying the Services, for the avoidance of doubt this Clause does not apply to any of the Councils offices. All equipment, tools and vehicles brought onto the Councils Premises by the Supplier or the Supplier's Personnel shall be at the Supplier's risk.
- 8.2 If the Supplier supplies all or any of the Services at or from the Councils Premises, on completion of the Services or termination or expiry of this agreement (whichever is the earlier) the Supplier shall vacate the Councils Premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Councils Premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Councils Premises or any objects contained on the Councils Premises which is caused by the Supplier or any Supplier's Personnel, other than fair wear and tear.
- 8.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 8.4 While on the Councils Premises the Supplier shall, and shall procure that all Staff shall, comply with all the Authority's security requirements.

- 8.5 Where all or any of the Services are supplied from any Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Authority in writing.
- 8.6 Without prejudice to Clause 1.1(h) any equipment provided by the Authority for the purposes of this agreement shall remain the property of the Authority and shall be used by the Supplier and the Staff only for the purpose of carrying out this agreement. Such equipment shall be returned promptly to the Authority on expiry or termination of this agreement.
- 8.7 The Supplier shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Authority shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Authority is notified otherwise in writing within 5 Working Days.
- 8.8 The Authority shall be entitled to withhold and set off sums in connection with Clause 8.7 from any payments due to the Supplier under this agreement or any other agreement with the Authority.

**9. TUPE**

The provisions of Schedule 6 apply to this agreement.

**Charges, Invoicing and payment**

**10. Payment**

- 10.1 The Authority shall pay the Charges to the Supplier in accordance with the Payment Plan.
- 10.2 Subject to Clause 10.3, the Charges:
- (a) shall remain fixed during the Term; and
  - (b) are the entire price payable by the Authority to the Supplier in respect of the Services and include, without limitation, any royalties, consents, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier Personnel.
- 10.3 Except as otherwise provided in this agreement, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this agreement.
- 10.4 The Supplier shall invoice the Authority for payment of the Charges at the time the Charges are expressed to be payable in accordance with the Payment Plan. All invoices shall:
- (a) be directed to the Authority's Authorised Representative; and
  - (b) contain such information as the Authority may inform the Supplier from time to time;
  - (c) take into account any Service Credits which have accrued in the previous period
- 10.5 Where the Supplier submits an invoice to the Authority in accordance with Clause 10.4, the Authority shall
- (a) consider and verify that invoice without undue delay;
  - (b) Notify the Supplier promptly if it disputes the invoice or does not consider it to be valid within the meaning of Clause 10.6

- (c) Where the invoice is valid and to the extent that it is not disputed, pay the Supplier the Charges due under the invoice within 30 days of
    - I. the receipt of the invoice by the Authority, or
    - II. if later, the day on which the payment falls due in accordance with the invoice.
- 10.6 For the purposes of Clause 10.5.
  - (a) an invoice is valid if it contains the information required under Clause 10.5(b) which includes the name of the invoicing party, a description of the services supplied, the Charges requested with any VAT shown as a separate entry, the period for which the payment is due, the Authority's purchase order number.
  - (b) an invoice from the Supplier shall be regarded by the Authority as not disputed where the Authority fails to verify it without undue delay and in any event within ten days of receipt from the Supplier
- 10.7 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
  - (a) provisions having the same effect as Clause 10.5, Clause 10.6(a) and Clause 10.6(b) of this agreement; and
  - (b) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Clause 10.5, Clause 10.6(a) Clause 10.6(b) and Clause 10.7 of this agreement.

In this Clause 10.7, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a Sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.
- 10.8 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause 16. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until 30 days after resolution of the dispute between the parties.
- 10.9 Subject to Clause 10.8, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Supplier shall not suspend the supply of the Services if any payment is overdue.
- 10.10 The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this agreement.
- 10.11 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this agreement. Such records shall be retained for inspection by the Authority for twelve years from the end of the Term.
- 10.12 The Authority may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under this agreement or any other

agreement pursuant to which the Supplier or any Associated Company of the Supplier provides goods or services to the Authority.

- 10.13 If The Authority wishes to set off any amount owed by the Supplier to the Authority against any amount due to the Supplier pursuant to Clause 10.12 it shall give notice to the Supplier within 30 days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant Charges.
- 10.14 The Supplier shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

## **11. Service Credits**

If the Supplier commits a KPI Reporting Failure, the Authority shall be entitled to either submit an invoice to the Supplier or make deductions from the Charges corresponding to the Service Credit provisions set out in Schedule 4

## **Staff**

## **12. Staff**

- 12.1 If the Authority reasonably believes that any of the Supplier's Personnel are unsuitable to undertake work in respect of this agreement, it may, by giving written notice to the Supplier:

- (a) refuse admission to the relevant person(s) to the Councils Premises;
- (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- (c) require that the Supplier replace any person removed under this Clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 12.2 The Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- (b) if requested, provide the Authority with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Councils Premises in connection with this agreement; and
- (c) procure that all Staff comply with any rules, regulations, policies and requirements reasonably specified by the Authority.

## **13. Safeguarding children and vulnerable adults**

- 13.1 Where the delivery of the Services involves working with children and young people or vulnerable adults or providing a service for them the Supplier;

- (a) must have their own arrangements in force for safeguarding and promoting the welfare of children and vulnerable adults which are compliant with the Gloucestershire Safeguarding Children's Board Child Protection procedures ([www.gsrb.org](http://www.gsrb.org)) and the



Supplier's duties in 'Working Together to Safeguard Children Gloucestershire Safeguarding Children Partnership Multi Agency Safeguarding Procedure Manual | Gloucestershire Safeguarding Children's Partnership and the Gloucestershire Safeguarding Vulnerable Adults, Multi-Agency Policy and Procedure, Multi Agency Safeguarding Policy and Procedures | Safeguarding Adults in Gloucestershire ([www.gloucestershire.gov.uk/gsab](http://www.gloucestershire.gov.uk/gsab)):

- (b) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
  - (c) monitor the level and validity of the checks under this Clause 1.1(a) for each member of staff;
  - (d) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users;
  - (e) Publish child protection and safeguarding vulnerable adults policies and ensure the effective dissemination and implementation of the policy to staff and volunteers;
  - (f) Comply with the Gloucestershire Safeguarding Children's Board and Gloucestershire Safeguarding Adults Board procedures for dealing with allegations of abuse against members of staff and volunteers
  - (g) Ensure that all Supplier Personnel and volunteers undertake appropriate training and refresher training at regular intervals.
- 13.2 The Supplier warrants that at all times for the purposes of this agreement it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 13.3 The Supplier shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 13 have been met.
- 13.4 The Supplier 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 children or vulnerable adults.

## **Contract management**

### **14. Reporting and meetings**

- 14.1 The Supplier shall:
- (a) attend progress meetings with the Councils at the frequency and times specified by the Authority and shall ensure that its representatives are suitably qualified to attend such meetings; and
  - (b) submit progress reports to the Councils at the times and in the format specified by the Authority.

14.2 The Supplier shall keep and maintain until twelve years after the end of this agreement, or as long a period as may be agreed between the parties, full and accurate records of this agreement including the Services supplied under it and all payments made by the Authority. The Supplier shall on request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with this agreement.

14.3 The Supplier acknowledges that the content of all information supplied to the Authority and / or CBC may be shared with the other party

## **15. Monitoring**

15.1 The Councils may monitor the performance of the Services and compliance with this agreement by the Supplier.

15.2 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Councils in carrying out the monitoring referred to in Clause 15.1 at no additional charge to the Authority or CBC.

## **16. Change control**

Any requirement for a Change shall be subject to the Change Control Procedure.

## **17. Dispute resolution**

17.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this Clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to the Authority's Chief Executive or such other senior officer as nominated by the Chief Executive and the Supplier's managing director, or such other senior employee or director nominated by the Supplier who shall attempt in good faith to resolve it; and
- (c) if the Authority's Chief Executive and the Supplier's Managing Director, or such other senior employee or director nominated by the Supplier are for any reason unable to resolve the Dispute within 14 days of it being referred to them (or such other period agreed by the parties), the parties may attempt to settle it by mediation using Clause 1.1(h);
- (d) If one Party does not wish to use, or continue to use mediation or the parties cannot agree on the Mediator under Clause 1.1(a) within 14 days, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 1.1(e) - 1.1(g);
- (e) The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration;
- (f) Unless the Authority refers the Dispute to arbitration using Clause 1.1(e) the parties irrevocably agrees that the courts of England and Wales have jurisdiction;

- (g) The Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 1.1(d) unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 1.1(e);
- (h) If the parties agree to refer the Dispute to mediation:
  - I. the parties shall by agreement choose a neutral adviser or mediator within 21 days of agreeing to refer the Dispute to mediation;
  - II. The parties shall, within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held;
  - III. Unless otherwise agreed, all negotiations connected with the Dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
  - IV. If the parties reach agreement on the resolution of the Dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, either of the parties may involve the Mediator to provide a non-binding but informative opinion in writing. Such an agreement shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this agreement without the consent of both parties.

17.2 The Supplier cannot suspend or delay the performance of the Services during any Dispute.

## **18. Sub-Contracting and assignment**

- 18.1 Subject to Clause 18.4, neither party shall assign, novate or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Supplier sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Authority.
- 18.2 In the event that the Supplier enters into any assignment or sub-contract in connection with this agreement it shall:
  - (a) remain responsible to the Authority for the performance of its obligations under this agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
  - (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
  - (c) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.
- 18.3 For the avoidance of doubt, the Authority shall not consent to any proposed Sub-Contract if the Sub-Contractor (or any Connected Person of the Sub-Contractor) is on the Debarment List for a mandatory exclusion ground

- 18.4 The Authority shall be entitled to novate, assign or sub-contract this agreement or any part of it to any other body which substantially performs any of the functions that previously had been performed by the Authority.

## **Liability**

### **19. Indemnities**

- 19.1 Subject to clause 19.2, the Supplier shall indemnify and keep indemnified the Councils against all liabilities, costs, expenses, damages and losses incurred by the Authority arising out of or in connection with:
- (a) the Supplier's breach or negligent performance or non-performance of this agreement;
  - (b) any claim made against the Authority or CBC arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier or Supplier Personnel;
  - (c) the enforcement of this agreement.
- 19.2 The indemnity under clause 19.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Authority or CBC are directly caused (or directly arise) from the negligence or breach of this agreement by the Authority.

### **20. Limitation of liability**

- 20.1 References to liability in this clause 20 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 20.2 Neither party may benefit from the limitations and exclusions set out in this Clause in respect of any liability arising from its deliberate default.
- 20.3 Nothing in this Clause 20 shall limit the Authority's payment obligations under this agreement.
- 20.4 Nothing in this clause 20 shall limit any liability:
- (a) under Clause 27.2 (IPR indemnity)
  - (b) under Schedule 6 (TUPE)
  - (c) for breach of Clause 30 (Bribery)
  - (d) for breach of Clause 25 Data protection
- 20.5 Nothing in this agreement limits any liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
  - (d) any liability that cannot legally be limited.

- 20.6 Subject to Clause 20.2, clause 20.4 and Clause 20.5, the Supplier's total aggregate liability to the Councils under this agreement excluding payments due under Clause 10.9 shall not exceed £5 million
- 20.7 Subject to Clause 20.3, Clause 20.4 and Clause 20.5, the Authority's total aggregate liability in respect of all claims, losses or damages arising in each Contract Year shall not exceed the total charges in the Contract Year in which the breaches occurred.
- 20.8 In Clause 20.7 the total charges mean the sum of the Charges paid by the Authority and all Charges payable under this agreement in respect of Services actually supplied by the Supplier, whether or not invoiced by the Authority.
- 20.9 Subject to clause 20.3, clause 20.4 and clause 20.5, clause 1.1(b) identifies the kinds of loss that are not excluded. Subject to that, clause 1.1(a) excludes specified types of loss.

(a) Types of loss wholly excluded:

- I. Loss of profits;
- II. Loss of sales or business;
- III. Loss of agreements or contracts;
- IV. Loss of anticipated savings;
- V. Loss of use or corruption of software, data or information;
- VI. Loss of or damage to goodwill; and
- VII. Indirect or consequential loss.

(b) Types of loss and specific losses not excluded:

- I. Sums paid by the Authority to the Supplier pursuant to the agreement in respect of any Services not provided in accordance with the agreement;
- II. Wasted expenditure;
- III. Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the agreement. These include consultancy costs, additional costs of management time;
- IV. Losses incurred by the Authority arising out of or in connection with any third party claim against the Authority which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by Sub-Contractors, the Supplier's Personnel, regulators and customers of the Authority.

## **21. Mitigation of Loss**

Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this agreement.

## **22. Insurance**

22.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover **and** as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity of not less than £5,000,000 or such other amount as required by Law, in relation to any one claim or series of claims;
- (c) professional indemnity insurance with a limit of indemnity of not less than £5 million in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;

(the **Required Insurances**) in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of this agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

22.2 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

22.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

22.4 The Supplier shall notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances.

22.5 Without prejudice to Clause 22.2, the obligations under 22.4 shall not apply where the termination of any of the Required Insurances occurs purely as a result of a change of insurer.

22.6 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this agreement.

22.7 The Supplier shall hold and maintain the Required Insurances for a minimum of twelve years following the expiration or earlier termination of this agreement.

## **23. Insurance claims**

23.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

23.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within 20 Working Days after any insurance claim relating to or arising out of the provision of the Services or this agreement on any of the Insurances or which, but for the application of the

applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

- 23.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 23.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this agreement or otherwise.

## **Information**

### **24. Freedom of information and Transparency**

- 24.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA, the EIRs and the Transparency Code. The Supplier, at its own cost, shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA, EIRs and the Transparency Code;
  - (b) transfer to the Authority all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
  - (d) not respond directly to a Request For Information unless authorised in writing to do so by the Authority.
- 24.2 The Supplier acknowledges that the Authority may be required under the FOIA, EIRs and the Transparency Code to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs and/or the Transparency Code.
- 24.3 The Supplier hereby gives his consent for the Authority to publish this agreement in its entirety (but with any information which is exempt from disclosure in accordance with the FOIA redacted) including from time to time agreed variations to this agreement.

### **25. Data Protection**

- 25.1 The Parties will comply with the applicable requirements of the Data Protection Legislation.
- 25.2 Neither Party shall Process Personal Data in connection with this Agreement except in compliance with a specific sharing agreement to be entered into with both Parties and CBC pursuant to the Gloucestershire Information Sharing Protocol Agreement which the Supplier must sign within 5 Working Days of being received by the Supplier from the Authority.

**26. Confidentiality**

26.1 Subject to Clause 26.2, the parties shall keep confidential all matters relating to this agreement.

26.2 Clause 26.1 shall not apply to any disclosure of information:

- (a) required by any applicable law, provided that Clause 24.2 shall apply to any disclosures required under the FOIA or the EIRs;
- (b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this agreement;
- (c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of Clause 26.1;
- (d) by the Authority of any document to which it is a party and which the parties to this agreement have agreed contains no Commercially Sensitive Information;
- (e) to enable a determination to be made under Clause 16;
- (f) on a confidential basis, to its professional advisers;
- (g) to its auditors for the purposes of regulatory requirements;
- (h) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- (i) by the Authority to any department, office or agency of the Government or CBC; and
- (j) by the Authority relating to this agreement and in respect of which the Supplier has given its prior written consent to disclosure.

**27. Intellectual property**

27.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property created by the Supplier or any employee, agent or Sub-contractor of the Supplier:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in the Authority or CBC as appropriate on creation.

27.2 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

**Termination**

**28. Termination**

28.1 Without prejudice to any other right or remedy it might have, the Authority may terminate this agreement by written notice to the Supplier with immediate effect if the Supplier:



- (a) (without prejudice to Clause 28.1(e) ), is in material breach of any obligation under this agreement which is not capable of remedy;
  - (b) repeatedly breaches any of the terms and conditions of this agreement (including failure to achieve KPIs) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of this agreement;
  - (c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - (d) undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
  - (e) breaches any of the provisions of Clauses 6, 13, 24, 24.3, 25 and 25.1;
  - (f) if there is an Insolvency Event; or
  - (g) fails to comply with legal obligations in the fields of environmental, social or labour Law.
- 28.2 The Supplier shall notify the Authority as soon as practicable of any change of control as referred to in Clause (d) or any potential such change of control.
- 28.3 The Authority may terminate this agreement in accordance with the provisions of Clauses 29 - 31 inclusive.
- 28.4 If this agreement is terminated by the Authority for cause, such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination for cause.
- 28.5 Termination or expiry of this agreement shall be without prejudice to the rights of either party accrued prior to termination or expiry and shall not affect the continuing rights of the parties under this Clause and Clauses 5.2, 8.1, 8.2, 8.6, 8.7, 12, 14.2, 19, 24, 24.3, 25, 27 and 28.6 or any other provision of this agreement that either expressly or by implication has effect after termination.
- 28.6 Upon termination or expiry of this agreement, the Supplier shall:
- (a) Fully co-operate with the Authority to ensure an orderly migration of Services to the Authority or, at the Authority's request, a Replacement Supplier; and
  - (b) return all requested documents, information and data to the Authority as soon as reasonably practicable.
- 28.7 Without affecting any other right or remedy available to it, the Authority may terminate this agreement at any time by giving 3 months' written notice to the Supplier.
- 28.8 The Authority may give the Supplier written notice of its intention to terminate if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this Clause must:
- (a) set out which termination ground the Authority considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Authority's reasons for deciding to terminate on this basis;

- (b) invite the Supplier to make representations to the Authority about the existence of the termination ground and the Authority's decision to terminate;
  - (c) specify the means by which, and the time by which, such representations must be made; and
  - (d) insofar as it states the Authority's intention to terminate by reference to the status of a Sub-contractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Supplier may terminate the Sub-contract and, if necessary, appoint an alternative Sub-contractor.
- 28.9 On expiry of the time for the Supplier to make representations under Clause 28.81.1(c) if, after considering any representations, the Authority is satisfied that the termination ground applies, it may terminate the agreement with immediate effect by giving final written notice to the Supplier.

## **29. Force majeure**

- 29.1 Subject to the remaining provisions of this Clause 29, neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.
- 29.2 In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such party shall:
  - (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
  - (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
  - (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 29.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 29.4 The Supplier cannot claim relief if the Force Majeure Event is one where a reasonable supplier should have foreseen and provided for the cause in question.
- 29.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Supplier is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 29.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

29.7 The Authority may, during the continuance of any Force Majeure Event, immediately terminate this agreement by written notice to the Supplier if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues (or the Authority deems (acting reasonably) is likely to continue) for a period of time, which the Authority deems is likely to be prejudicial to its interests.

**30. Prevention of bribery**

30.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier's Personnel, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

30.2 The Supplier shall not during the term of this agreement:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

30.3 The Supplier shall during the term of this agreement:

- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under Clause 1.1(a) and make such records available to the Authority on request.

30.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 30.1 and/or Clause 30.2, or has reason to believe that it has or any of the Supplier's Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.

- 30.5 If the Supplier makes a notification to the Authority pursuant to Clause 30.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.
- 30.6 If the Supplier is in Default under Clause 30.1 and/or Clause 30.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of this agreement any Supplier's Personnel whose acts or omissions have caused the Default; or
  - (b) immediately terminate this agreement.
- 30.7 Any notice served by the Authority under Clause 30.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).
- 31. Modern Slavery**
- 31.1 The Supplier shall (and shall ensure that it, its Staff and Sub-Contractors shall) comply with the Modern Slavery Act 2015.
- 31.2 The Supplier shall not (and shall require that its Staff and Sub-Contractors shall not) engage in any MSA Offence. If the Supplier becomes aware of or has a reasonable suspicion of a breach of this Clause 31.2, it shall immediately notify the Authority, whereupon the Authority shall be entitled at its absolute discretion to do any or all of the following:
- (a) inform the police and other relevant agencies or bodies, including without limitation the Secretary of State pursuant to section 52 of the Modern Slavery Act 2015 (whereupon the Supplier shall at the Authority's request respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to access any documents which led the Supplier to make the notification described in Clause 31.2);
  - (b) terminate this agreement with notice having immediate effect; and/or
  - (c) require the Supplier to remove any Sub-Contractor or Staff member suspected or known to have committed an MSA Offence from the performance of the Services.
  - (d) Where required by section 54 of the Modern Slavery Act 2015, the Supplier shall complete a slavery and human trafficking statement for each financial year setting out the steps that it has taken to ensure that there is no slavery or human trafficking in its business or supply chains.
- 31.3 The Supplier acknowledges, understands, and accepts that the Authority is subject to the requirements of section 52 of the Modern Slavery Act 2015 (as amended) and, where so requested by the Authority, shall assist and co-operate with the Authority at its own expense in order to enable Authority to comply with such requirements.

## **General provisions**

### **32. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict

the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**33. Rights and remedies**

Except as expressly provided in this agreement, rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**34. Severability**

34.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this agreement.

34.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**35. Partnership or agency**

35.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

35.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**36. Third party rights**

36.1 Subject to Clause 36.2 no one other than a party to this agreement and their permitted assignees, shall have any right to enforce any of its terms.

36.2 CBC has the right to enforce any term of this agreement as if they were a party to it in accordance with the Contracts (Rights of Third Parties) Act 1999.

**37. Publicity**

The Supplier shall not:

- (a) make any press announcements or publicise this agreement or its contents in any way; or
- (b) use the Authority's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority.

**38. Notices**

38.1 Subject to Clause 38.3 Any notice given to a party under or in connection with this agreement shall be in writing marked for the attention of the party's Authorised Representative which at the date of this agreement shall be

For the Authority: Daisy Kirkwood

For CBC: Martin Stacy

For the Supplier: Warren Lee

and shall be

- (a) be delivered by hand or pre-paid first class post or other next day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
  - I. Authority: [daisy.kirkwood@gloucester.gov.uk](mailto:daisy.kirkwood@gloucester.gov.uk)
  - II. CBC: [martin.stacy@cheltenham.gov.uk](mailto:martin.stacy@cheltenham.gov.uk)
  - III. Supplier: [info@garas.org.uk](mailto:info@garas.org.uk)

38.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next Working Day delivery service, at 10.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- (c) An e-mail shall be deemed delivered at the time of transmission, or if this falls outside of Working Hours, when Working Hours resume unless an error message or 'out of office' message is received by the sender.

38.3 Clause 38.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. Any such notices to be sent to the Authority shall be sent to

One Legal

Public Services Centre

Gloucester Road

Tewkesbury

Gloucestershire GL20 5TT

38.4 Either party may change its address for service by serving notice in accordance with this Clause.

**39. Entire agreement**

- 39.1 This agreement, the schedules and the documents annexed to it or otherwise referred to in it 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.
- 39.2 Each party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

**40. Variation**

No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties.

**41. Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

**42. Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**43. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

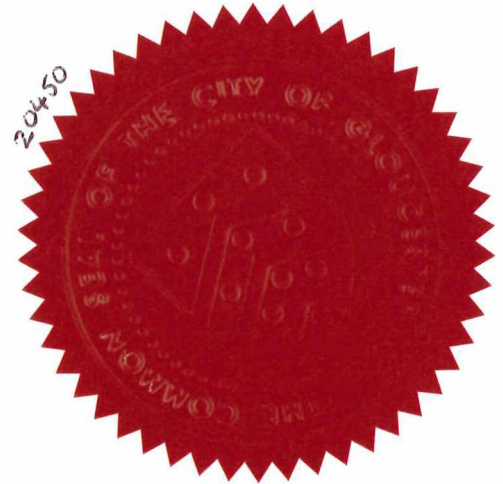
This agreement has been delivered as a deed and entered into on the date stated at beginning of it.

THE COMMON SEAL OF THE )  
COUNCIL OF THE CITY OF GLOUCESTER )  
affixed hereto is authenticated )  
by the undersigned a person authorised )  
by the said council to act for that purpose )

T- CM

Authorised Signatory

Tom Clark, principal lawyer



Executed by Gloucestershire Action For Refugees And Asylum Seekers

acting by a director, in the presence of:

WARREN LEE

Director

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS OF WITNESS

OCCUPATION OF WITNESS

ANDY WATTS

110 MERLIN DRIVE,  
QUEDGELEY GL2 4NL  
FUNERAL ADMINISTRATOR



## **SCHEDULE 1      Specification**

### **1.      Joint Commissioning Requirements for Asylum Seekers**

The Authority requires a Supplier who will consider how they can complement, rather than duplicate the services that are commissioned nationally by the Home Office, (as detailed in section 2 titled 'Background'), with a view to enhancing the overall support system for asylum seekers in the respective localities.

The Supplier is required to align their proposals with the resources and services that asylum seekers already have access to, thereby avoiding any potential for duplication, and thus ensuring value for money but also identify gaps in support and service provision to enable positive opportunities to asylum seekers.

### **2.      Background**

#### **2.1. National Context**

##### **2.1.1. Overview**

The UK has a legal obligation to provide protection to individuals who flee persecution. This is managed through the asylum system. The Home Office is responsible for setting national asylum policies and for certain activities, such as:

- **Asylum Claims Processing.**
- **Dispersal Policy.**
- **Dispersal Accommodation Expansion.** In May 2024 revised Asylum Accommodation Plans were launched to accelerate progress in increasing Dispersal Accommodation. These plans consider the current housing market and viability in each area, along with social factors, including pressures on local services. They also take account of the existing population, including those from Home Office cohorts. Collaboration with local authorities and private sector Suppliers are therefore critical in meeting this objective.
- **Contingency Accommodation Reduction.** Since April 2022, the Home Office has been working with local authorities across the UK to bring about the closure of all Contingency Accommodation. (NB In line with the Home Office's plans, the number of Contingency Accommodation sites in Gloucestershire has now reduced from a peak of 5 sites to 2: 1 in Gloucester, and 1 in Cheltenham.)
- **Support Services..**

#### **2.2. Home Office Commissioned Services**

The Home Office commission Clearsprings Ready Homes, SBHL (Stay Belvedere Hotels Ltd) and CTM (Corporate Travel Management Ltd) to provide and manage this accommodation for asylum seekers in Cheltenham, Gloucester and the surrounding area. They also commission Migrant Help to provide a range of advice and information services for asylum seekers across the UK. A summary of these services is provided below:

##### **2.2.1. Clearsprings Ready Homes**

- **Dispersal Accommodation Management:** Sourcing and managing suitable accommodation for asylum seekers across the UK, ensuring that it meets safety and quality standards.
- **Property Management:** Handling the day-to-day management of properties, making sure properties remain habitable and that repairs are carried out in a timely manner.

- **Support Services:** Providing wrap-around support and safeguarding/welfare services for asylum seekers living in dispersal accommodation, including help with accessing essential services like healthcare and education.
- **Community Liaison:** Working with local authorities, stakeholders and community services to facilitate a positive relationship between asylum seekers and the local population.

Clearsprings Ready Homes also provide and manage, (via SBHL) Contingency Accommodation on behalf of the Home Office (including the Contingency Accommodation currently being provided in Gloucester).

#### **2.2.2.CTM (Corporate Travel Management Ltd)**

CTM are also commissioned to provide and manage Contingency Accommodation on behalf of the Home Office. (CTM manage the Contingency Accommodation currently being provided in Cheltenham.)

#### **2.2.3.SBHL (Stay Belverdere Hotels Ltd)**

SBHL are also commissioned to provide and manage Contingency Accommodation on behalf of Clear Springs Ready Homes and the Home Office. (SBHL manage the Contingency Accommodation currently being provided in Gloucester).

#### **2.2.4.Migrant Help**

Migrant Help is a charity that provides mainly telephone and internet advice to asylum seekers. A summary of the range of available help and advice is provided below:

- **Advice and Guidance:** Offering impartial information on the asylum process, including how to apply for asylum, understanding legal rights, and options available to clients. They help clients navigate the complexities of the immigration system, including assistance with completing application forms and preparing for interviews.
- **A 24/7 helpline:** Operating a confidential helpline 24 hours a day, providing information and advice to asylum seekers.
- **Vulnerability Assessments:** Carrying out vulnerability assessments to help identify individuals who might require additional support due to their circumstances, such as victims of trafficking or those with health issues.
- **Referral Services:** Connecting asylum seekers with other relevant services, including legal aid, health care and counselling services.

### **3. Local Context**

#### **3.1. Partnerships**

There is significant collaborative working across the Gloucestershire. Key strategic partnerships include the Gloucestershire Strategic Housing Partnership and the Gloucestershire Strategic Migration Partnership. Both partnerships enable collaborative working across local authority areas to support migrants, including asylum seekers, and to promote community cohesion throughout the county. There is also a more operational partnership, made up of key organisations, including representatives from Clearsprings and the Home Office, that meets regularly to consider any emerging issues.

#### **3.2. Asylum Seeker Data**

##### **3.2.1.Dispersal Accommodation**

The table below sets out the number of asylum seekers living in Dispersal Accommodation in Cheltenham and Gloucester. These figures in the table below do not include the Contingency Accommodation settings which the Home Office, CTM (Corporate Travel Management), SBHL and Clearsprings Ready Homes has commissioned in Cheltenham and Gloucester.

<b>Date</b>	<b>Number of Asylum Seekers in Dispersal Accommodation in Cheltenham</b>	<b>Number of Asylum Seeker bed spaces in Dispersal Accommodation in Gloucester</b>
30 <sup>th</sup> March 2022	29	210
30 <sup>th</sup> March 2023	34	235
30 <sup>th</sup> March 2024	39	269
31 <sup>st</sup> March 2025	73	279
Projected future estate size	200 +	279 +

The recent increase over the last 12 months in the number of asylum seekers living in Dispersal Accommodation in Cheltenham and Gloucester reflects the government's intention to reduce the use of Contingency Accommodation across the UK in favour of more Dispersal Accommodation. As at the time of writing (June 2025) there are 15 properties in Cheltenham and 61 properties in Gloucester, accommodating asylum seekers in either single household properties or shared household properties (HMOs - houses in multiple occupation). Clearsprings Ready Homes are actively looking to increase the provision of Dispersal Accommodation in Cheltenham, whilst Gloucester is now at a 'sustain and maintain' provision of dispersal accommodation for asylum seekers.

The modelling on dispersal accommodation needs is reviewed every 6 months so the level of projected future estate size may change over the duration of the contract period. The level of service users in the dispersal estate is modelled at an 85% target occupancy rate and there is regular movement of service users in and out of the estate.

### **3.2.2. Contingency Accommodation**

In Cheltenham, the Home Office has commissioned Contingency Accommodation, with CTM as the lead contractor. This hotel provides accommodation for around 100 individuals on a room share basis. All the residents are single adult males.

The Home Office have set up a similar arrangement within Gloucester via Clearsprings Ready Homes and SBHL. This hotel has a capacity of 200, with approximately 89 residents occupying the hotel at present. The accommodation is comprised mainly of single males; however, there is also a mixture of single females, including a small number of families.

Whilst the direction of travel is for the Home Office to decommission Contingency Accommodation, in the short to medium term the Supplier should expect the provision of Contingency Accommodation to continue, and therefore they may need to prioritise services accordingly.

There is regular movement of service users in and out of the contingency accommodation.

### **3.2.3. Locally based advice and support services**

Cheltenham Borough Council and Gloucester City Council does not currently commission individual services for asylum seekers. However, GARAS (Gloucestershire Action for Refugees and Asylum Seekers) is a locally based charity that offers support and assistance to asylum seekers and refugees across the county. In addition, Cheltenham Welcomes Refugees, a Cheltenham-based volunteer-led charity, also provides support to refugees and asylum seekers.

Given that these services are used by asylum seekers locally, it can be inferred that in as much as the Home Office commissions services to help asylum seekers nationally, there are some shortcomings in the nature of this provision, which local charities are trying to overcome.

Possible shortcomings of these nationally commissioned asylum seeker support services could be as follows:

#### **3.2.4.Migrant Help**

- The helpline can be very busy at times, meaning that some individuals may be put off or unable to access appropriate help and support, particularly more vulnerable individuals who may need more help.
- A lack of a local presence and knowledge may result in some asylum seekers finding it difficult to connect with support tailored to their immediate environment, including local services and community activities.
- Given the complex backgrounds and mental health issues of some asylum seekers, it's possible that some may not be able to receive adequate support which is aligned to their needs due to the challenges that can arise from undertaking these assessments without face-to-face contact.

#### **3.2.5.Clearsprings**

- While Clearsprings provides housing, the absence of a community engagement strategy could lead to difficulties in social support and integration for asylum seekers, resulting in feelings of isolation and limited engagement with community and services.
- Clearsprings do not have personnel on-site in every accommodation, and this could limit immediate support for residents.

### **4. Funding and Term of Contract**

The Authority receives grant funding from the Home Office, based largely on any net increase in the number of asylum seekers living in Dispersal Accommodation over each quarter. This funding is ringfenced for asylum seekers only. To be clear, it cannot be used to provide advice and assistance to those who have already been granted asylum (i.e. refugees). Some refugees who have been granted asylum may still be residing in the asylum dispersal accommodation for up to 56 days following their decision.

*The funding contributions from Gloucester City Council and Cheltenham Borough Council are approximating 60% and 40% respectively. There is an expectation that services within each of these localities broadly reflect the financial contributions made by each of the local authorities, to ensure local authority compliance with the Home Office's Funding Instructions.*

The available funding to deliver this service is fixed, priced at £175,000/year, with an annual increase of 2% from year 2.

We are seeking a contract start date of 1st November 2025. The initial term of the contract is anticipated to be for 2 years and 5 months, concluding on 31st March 2028. However, we are including options to extend on the following basis up to 3 x 12-month extensions. If applied, this will result in a final contract cessation date of 31st March 2031.

Please note that all extensions will be subject to the availability of finance, satisfactory performance and taking account of any future changes to local government structures and wider commissioning opportunities.

## **5. Overview**

### **5.1. Scope**

This Specification sets out the requirements for advice and support services for asylum seekers in Cheltenham and Gloucester who are living in dispersal accommodation

### **5.2. Vision**

The Authority's vision for the Service is for the provision of a personalised, trauma informed, holistic Asylum Seeker support service, which:

- Facilitates the integration of asylum seekers within Cheltenham, Gloucester and the wider county area.
- Emphasises the need for comprehensive support that goes beyond accommodation.
- Highlights the importance of working in partnership with relevant statutory authorities, stakeholders and local community organisations.
- Promotes access to cultural orientation and language support.
- Builds independence and resilience, thereby creating opportunities for asylum seekers to prosper, thrive, be healthy, safe and well.

### **5.3. Key Principles**

The Service is to be designed around the following principles

- Tailoring support according to the specific needs of the individual.
- Building resilience and independence in every intervention and undertaking a strengths-based outcome driven approach to support planning.
- Being both person-centred and trauma-informed; building on an individual's existing strengths and talents to increase wellbeing, empowerment and resilience.
- Enhancing the ability of mainstream services to support asylum seekers rather than duplicating services or adding additional pressure.

### **5.4. Core Service Provision**

The Authority intends to commission the following advice and support services for asylum seekers in dispersal accommodation in Cheltenham and Gloucester:

- Advice and assistance in relation to individuals' claims for asylum, referring cases onto to relevant legal services when necessary.
- Helping individuals navigate relevant services to help meet any health and wellbeing needs.
- The provision of opportunities for English or Speakers of Other Languages (ESOL) learning and other opportunities for learning, socialising and integrating, with a view to increasing their English language skills.
- To integrate within our communities through a range of community activities, including volunteering.

### **5.5. Level of service provision / support pathway**

To understand each Asylum Seeker's needs, the Supplier is to produce a holistic outcome-focused Family or Personal Integration and Independence Plan (**F/PIIP**) for every family or individual.

The Supplier must ensure the Service is delivered in accordance with the family's or individual's needs, as identified within the F/PIIP, which is to be reviewed and updated regularly. Updated F/PIIPs will be recorded and documented in the Migrant's file after each review.

F/PIIPs must contain high quality fully integrated support pathways that will be holistic, person-centred and evidence based. F/PIIPs will be developed in agreement with the individual(s) and any other wider support partners that are currently engaged in supporting or may be planning to support an individual to identify any targeted provision and referral to specialist services where required.

#### **5.6. Service Delivery Standards**

The Supplier will ensure that the Service is easily accessible (in particular through face-to-face contact). The Service will be flexible, and provided at times that will optimize access and engagement. It will be delivered in the most appropriate settings to meet their needs. The Service must be available from Monday to Friday, 9am to 5pm, either by appointment or through drop-in services. The Service must adapt flexibly according to the needs of the service-users.

The Supplier will be culturally competent in delivering Services to asylum seekers and have a workforce trained and sensitive to their needs. Staff speaking the appropriate language or languages for the specific client group would be an advantage.

A named keyworker must be allocated to each Asylum Seeker / family that will support them until their needs are met and the F/PIIP is delivered. This will help to build trust and reduce any distress caused by the new environment.

The Supplier will ensure that information, advice and guidance is available to asylum seekers in appropriate languages for those who may not speak or be able to read English.

The Supplier will ensure services; aids and equipment are available to assist each asylum seeker's individual communication needs and make every effort to try various methods of communication (e.g. flash cards, etc.) with those who find it difficult to verbalise their needs because of mental illness, sensory impairment, and / or communication issues.

The Supplier will ensure equal access for all, irrespective of age, disability, gender reassignment, marriage and civil partnership, sex or sexual orientation, race. This includes ethnic or national origins, colour or nationality, religion, belief or lack of belief.

The Supplier will adhere to and translate into practice the relevant strategic priorities and statutory requirements which underpin this service.

#### **5.7. Service location**

The Service will be provided within Cheltenham and Gloucester localities.

The Service will be provided primarily through a combination of office-based appointments, home visits and telephone calls. Drop-in sessions and outreach surgeries in locality hubs may also be provided.

The premises used to deliver the Service elements will meet all regulatory requirements and be suitable for the purpose. Premises costs are to be funded by the Supplier and no extra charges are to be levied on the Authority this purpose.

#### **5.8. Safeguarding**

The Supplier will adhere to, and be consistent with, national and local strategies and best practice in relation to working with vulnerable adults and children.

The Supplier will record, report and escalate all safeguarding concerns including the risk of abuse. The Supplier will follow up issues to ensure they have been resolved. An agreed risk assessment process will be embedded into the Service.

The Supplier will be committed to safeguarding in all aspects of its work, promoting the welfare of vulnerable people. All staff and volunteers will share this commitment, be trained in all aspects of safeguarding legislation and practice as well as having good links with Gloucestershire's Safeguarding Adults Board.

In addition, the Supplier must ensure that all staff are trained in Safeguarding and Mental Capacity, at a level commensurate with their role in relation to safeguarding adults and children. The training provided will meet standards to effectively implement a comprehensive policy for the safeguarding of service users.

#### **5.9. Staffing**

The Supplier will ensure that staffing levels are appropriate at all times for the purposes of the Service, and that staff are fully equipped to fulfil their roles and are culturally competent in delivering services to asylum seekers.

All those employed should have the right to work in the UK under relevant immigration law and all staff should be obligated to declare any previous criminal convictions subject to the provisions of the Rehabilitation of Offenders Act 1974 and have an enhanced DBS check undertaken before contact with Migrants.

The Supplier shall not use anyone who is on the lists of individuals considered unsuitable to work with vulnerable children, young people or adults in the performance of the Service. The Supplier shall follow "Safer Recruitment" guidelines when advertising and recruiting Staff for this Service.

Anyone likely to have unsupervised contact with children should have been instructed in accordance with National and Area Child Protection Guidelines and Procedures, and the Supplier shall ensure that all meet the requirements of the Safeguarding Vulnerable Groups Act 2006 (SVGA).

The Service will comply with the Data Protection Act 2018, the Computer Misuse Act 1990 and will share relevant information on the programme as requested – including collecting consent forms from asylum seekers to confirm their willingness to share personal data.

The Supplier will employ and deploy suitably qualified and experienced staff / volunteers to lead and deliver the Service, carrying out required associated duties, including but not limited to:

- Day to day administration and management of the Service
- Progressive improvement of the Service
- Completing risk assessments / lone working assessments when required
- Budget management
- Liaison with partner agencies
- Performance monitoring and evaluation activity
- Production of quarterly reports on the Service
- Management of complaints received by the Service.
- Maintaining referral spreadsheets / databases
- Attend requested and appropriate meetings
- Lead on cross-referral for on-going support into longer-term Services
- Volunteer recruitment, training, supervision and support

- The Supplier shall ensure the security and well-being of all asylum seekers dependent children and its Staff.

#### **5.10. Health & Safety**

The Supplier will:

- Be responsible for risk assessment, hazard control and other health and safety matters affecting its staff in the delivery of the Service.
- Do all that is reasonably practicable to prevent personal injury and to protect staff, Migrants and others from hazards.
- Ensure that Health and Safety risk assessments are in place at all times for all aspects of the Service.
- Be responsible for risk assessment, hazard control and other Health and Safety matters affecting its staff in the delivery of Services.
- Comply with all relevant Health and Safety legislation and guidance relating to every element of the Service.
- Issue to all their staff a detailed Health and Safety policy statement in compliance with the Health and Safety at Work Act 1974. The Supplier shall ensure that their staff comply with safe working practices.
- Ensure that buildings used for the purpose of service delivery adequately meet the needs of those supported by the Supplier.

#### **5.11. Complaints Procedure**

The Supplier will as a minimum develop, maintain and implement the following:

- A procedure for asylum seekers to provide feedback on the service.
- A procedure for asylum seekers to complain about the service provided by the Supplier.
- A procedure for managing and reporting critical incidents including supporting the reporting any 'cases of interest', as per any government funding requirements.

The lead commissioners of this agreement **must** be informed of critical incidents as soon as reasonably possible (no later than the end of the following working day) and feedback and complaints at performance monitoring meetings.

#### **5.12. Outcomes and Performance Monitoring**

The strategic purpose of the Service is to support Cheltenham Borough Council and Gloucester City Council to provide the effective and efficient resettlement of asylum seekers and to promote community cohesion.

The Supplier must ensure that the Service is outcomes driven and delivers results for asylum seekers in line with the principles set.

There will be quarterly performance monitoring meetings, though more frequent meetings may be agreed during period of rapid or significant change.

The Supplier will also provide a narrative report to explain the performance figures, giving case studies, and identifying incidents, barriers to service delivery and lessons learned. The performance management meetings will discuss the current caseload and will be the opportunity to discuss individual cases on an exception basis.

#### **5.13. Data Sharing**



The Supplier will implement the Service in compliance with the provisions of the Data Protection Act 2018. Information must be managed in an efficient, effective and secure way, whilst maintaining the balance between confidentiality and openness.

The Supplier is expected to share relevant information on the delivery and performance of the service by signing a Sharing of Information Protocol with the Authorities. Government funding may lead to further reporting requirements. The Authority and the Supplier will co-operate to ensure these reporting requirements are met.

Asylum seekers will be expected to sign consent forms to confirm their willingness for personal data to be shared between the Authority, the Supplier and other relevant third parties for the delivery of the Service. These forms will be retained by the Supplier, which will allow inspection by the Authority, if requested.

The Supplier must ensure that the systems it uses are secure and backed-up to mitigate the risks of data loss or security breaches. In addition, the Supplier must ensure there is a safe and secure method of data recording / information exchange with the commissioning body.

The Supplier is expected to keep an audit trail and record of transactions and expenditure, so that the Authority can report the costs incurred in delivering the Service if necessary to the Government funding department.

#### **5.14. Partnership Working**

The Supplier is required to work closely with a full range of partners including voluntary, health and social care organisations, NHS organisations and criminal justice organisations in the community to support asylum seekers and their families in pursuit of the service outcomes.

Representatives from the Supplier will be expected to attend relevant partnership meetings to improve the effectiveness of the Service.

#### **5.15. Social Value**

The Supplier is expected to be proactive and have an innovative approach to social value, for example:

- Offer work experience, voluntary opportunities to children and young people including those in care or leaving care and refugees who have arrived through an asylum or resettlement pathway
- Make best use of social and community assets available across Cheltenham, Gloucester and the wider County area:
- Offer apprenticeships, volunteer opportunities, training and employment opportunities for local people.

#### **5.16. Specific Requirements**

##### **5.16.1. Helping to ensure asylum seekers' claims for asylum are treated fairly.**

Activities include, (but are not limited to):

- **Application Assistance.** Helping with the completion of asylum application forms and ensuring that all necessary documentation is provided.
- **Case preparation.** Signposting households to support for preparing for any interviews/court appearances by conducting mock interviews, reviewing potential questions, and providing guidance on how to present their cases effectively, and referring cases where necessary to any relevant legal advice services.

- **Information and guidance.** Providing information about the asylum process, potential outcomes, and the rights of asylum seekers within the host country.
- **Support.** Offering emotional support to help households cope with stress and trauma associated with their experiences and the asylum process

**5.16.2. Helping to ensure that asylum seekers can navigate relevant health and wellbeing services.**

Activities include, (but are not limited to):

- Assisting households in accessing mainstream and voluntary healthcare services to meet their health needs,
- Providing households with an understanding of the healthcare system as appropriate to their needs, such as accessing a GP, dentist, eye care, health visitors, and relevant GP health checks (e.g. TB screening, Mental Health screening, Sexual Health screening and nutritional screening).
- Referring, where appropriate, households into more specialist healthcare services, such as substance misuse support and treatment services.
- Ensuring that any households with mental health needs have immediate access to appropriate treatments (e.g. victims of violence, trauma, and bereavement) and support.
- Ensuring that female asylum seekers access maternal health services, where required.
- Ensuring that households receive appropriate sexual health advice (including contraception) and support
- Supporting households to access Social Care services where needed.
- The Supplier will liaise with the Child Health and Wellbeing 0-19 year old Service to ensure that the medical and emotional needs of young people and children are known and addressed.
- The Supplier will help households to access various appropriate voluntary and community services in Gloucestershire, with a view to improving their physical health and wellbeing and reduce social isolation.

**5.16.3. Helping asylum seekers to be better integrated within their communities through the provision of community development activities.**

Activities include, (but are not limited to):

- Coordinating community development projects to raise awareness of migrant issues and help communities work better together.
- Mobilising local community activities to ensure that asylum seekers are not socially isolated.
- Mobilising a volunteer support network to support the Service. Examples of volunteer support include English language buddies. Existing migrant families could provide some of this support.
- Linking asylum seekers to places of worship and communities for their specific faiths, ensuring that any faith needs are met.
- Helping asylum seekers set up support groups for themselves, or with community groups, with regular meetings and /or drop-in sessions and to arrange community social events and trips.
- Working with voluntary organisations and engaging with Gloucestershire's voluntary and faith sectors to provide community support to asylum seekers,
- Enabling asylum seekers to showcase and develop their skills, and contribute meaningfully to the community, through voluntary work.
- Liaising with relevant officers in Gloucestershire Constabulary and other stakeholders regarding any community cohesion issues.

**5.16.4. Helping asylum seekers to improve their English language skills so that they are better able to carry out basic transactions within the communities in which they have been placed.**

Activities include, (but are not limited to):

- Ensuring that arrangements are in place for the provision of 4-8 hours a week of English language classes. This will be provided following an assessment to determine the appropriate level of provision. This provision will be delivered formally or informally by an accredited ESOL Supplier. This ESOL provision will be made available until the Migrant reaches Entry Level 3 or until 12 months after the training commences (whichever is sooner). The Supplier will ensure their ESOL progress monitored regularly. They will do this by working with local education Suppliers in the community.
- Even the most motivated learners may struggle to attend every class and a flexible approach to provision supported by appropriate childcare is required

**SCHEDULE 2      Supplier's Tender**



**INVITATION TO TENDER FOR  
GLOUCESTER CITY COUNCIL &  
CHELTENHAM BOROUGH COUNCIL  
Open Procedure – Light Touch**

**Our Ref: CS0001**

**Pro-Contract Ref: DN776742**

**Title of Requirement: Cheltenham & Gloucester  
Asylum Seeker Support Services**

**Submission Deadline (Date & Time):  
28/07/2025@midday**

**Date 19<sup>th</sup> June 2025**

## Annex I - Draft Contract

Please see document **Annex 1 - Draft Contract**.

The following documents will be included in the final contract with the successful Supplier:

- Contract terms as per attachment **Annex 1 - Draft Contract**; and
- Appendix I Asylum Seekers - Service Specification – Final
- Appendix II – Asylum Seekers Financial Workbook
- Appendix III – Asylum Seekers Quality & Assessment Questions
- Successful Supplier's tender response; and
- Signed Annex II - Form of Tender
- Signed Annex III - Certificate of non-collusion and non-canvassing
- Signed Annex IV - Commercially Sensitive Information
- Signed Annex V – Conflict of Interest Declaration Form

*\*Please update as necessary*

## Annex II: Form of Tender

Dear Sir or Madam

### Form of Tender

\*I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the Invitation to Tender supplied to \*me/us for the purpose of tendering for the provision of the Contract and on the terms of the draft Contract.

**Note:** If Suppliers do not provide a completed Form of Tender, this may result in the response being treated as non-compliant and therefore rejected.

\*I/We confirm that \*I/we can supply the contract as specified in our Tender and in accordance with the financial model response submitted.

Please include the details below of the whole life costs inclusive of VAT

£429,000 and in words Four Hundred and twenty Nine Thousand Pounds

\*I/We confirm that we accept the terms of the draft Contract as issued with the Invitation to Tender.

\*I/We understand that the Authority reserves the right to accept or refuse this Tender in accordance with the Procurement Act 2023 and/or the Invitation to Tender.

\*I/We confirm that all information supplied to the Authority and forming part of this Tender and any previous submissions is true and accurate.

\*I/We confirm that \*I/we the Supplier, together with all Associated Suppliers:

- are registered on the Central Digital Platform
- have ensured our information contained on the Central Digital Platform is true and accurate

\*I/We confirm that this Tender will remain valid for a minimum of 180 days from the date of this Form of Tender or until any procurement challenge/s have been resolved.

\*I/We confirm that \*I/we are authorised to commit ourselves and where applicable all Associated Suppliers to the contractual obligations contained in our Tender and the draft Contract.


\*I/We understand that non-compliance with the requirements of the Invitation to Tender or with any other instructions given by the Authority may lead to \*me/us being excluded by the Authority from participation in the Procurement.

\*I/We agree that the Authority may disclose the Supplier's information/documentation (submitted to the Authority during this Procurement) more widely within government for the

Invitation to Tender

purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

**Signature** (please note that electronic signatures are accepted)



**Full Name of Signatory**

Warren Lee

**Position/Role of Signatory**

Director

**Lead Supplier Name**

GARAS (Gloucestershire Action for Refugees and Asylum Seekers)

**Associated Suppliers (where applicable)**

N/A

**Please confirm, by inserting 'Yes' that you have the necessary permissions and authority to include and act upon the Associated Suppliers above (where applicable)**

yes

**Date of Signature**

28/07/2025

## Annex III - Certificate of non-collusion and non-canvassing

Statement of non-canvassing

Invitation to Tender



I/we hereby certify that I/we have not canvassed any councillor, official, representative or adviser of the Authority in connection with this Procurement and the proposed award of the contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Authority may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any councillor, official, representative or adviser of the Authority in connection with the Procurement and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

### **Statement of non-collusion**

The Authority must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our final tender being successful, during the term of the contract, any of the following acts:

- 1.1 communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
- 1.2 enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the Authority or as to the amount of any offer submitted by them during this process
- 1.3 cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract
- 1.4 commit any offence under the Bribery Act 2010
- 1.5 offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Authority may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

Invitation to Tender

**Signature**



**Name (print)**

Warren Lee

**Position**

DIRECTOR

**Supplier name**

GARAS (Gloucestershire Action for Refugees and Asylum Seekers)

**Date**

28/07/2025

## Annex IV: Commercially Sensitive Information

This appendix should be read in conjunction with the relevant paragraphs relating to freedom of information (FOIA) and environmental information (EIR) in the Procurement terms and conditions.

I declare that I wish the following information to be designated as commercially sensitive:

Invitation to Tender


Commercial in Confidence Page 6 | 14

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

The period of time for which it is considered this information should be exempt is:

Supplier to amend as appropriate [until award of contract OR during the period of the contract OR for a period of [number] years until [month], [year]].

**Signature**



**Name (print)**

Warren Lee

**Position**

Director

**Supplier name**

GARAS (Gloucestershire Action for Refugees and Asylum Seekers)

**Date**

28/07/2025

Invitation to Tender

Commercial in Confidence

Page 7 | 14

## Annex V – Conflict of Interest Declaration Form

<b>Unique identifier<sup>1</sup> (UI) number</b>	
<b>Procurement/contract title/ref number (if different to UI number)</b>	Asylum Seeker Services
<b>Contracting Authority name</b>	Gloucester City Council and Cheltenham Borough Council
<b>Individual name</b>	Warren Lee
<b>Organisation and team</b>	GARAS – Advice Team
<b>Authorised Individual(s)</b>	Warren Lee

### PART ONE

#### Statements

- 1 I acknowledge that my official duties require me to have access to documents or data relating to the above procurement, and that in carrying out my duties I may be in a position to influence the procurement process.
- 2 I understand that I am under a duty to disclose details of any conflicts of interest, whether actual, potential or perceived, and that I may be required to take steps to mitigate such conflicts.
- 3 I understand that the details of any conflict of interest I may have (whether actual, potential or perceived, and any steps taken to mitigate this conflict) may<sup>2</sup> be recorded

<sup>1</sup> Unique identifier is the globally unique (OCID) number generated by the central digital platform

<sup>2</sup> The [Procurement Act 2023 guidance](#), on conflicts of interest, outlines when Contracting Authorities must prepare a conflicts assessment (though Contracting Authorities may

within a conflicts assessment and that my interests will be kept under review (as required). I also understand that the conflicts assessment may be disclosed to a third party in the event that any investigations and/or proceedings are brought against the Contracting Authority in respect of the above procurement.

- 4 In carrying out my duties, I am aware that I will have access to confidential documents or data and that unauthorised disclosure of information could damage the integrity of the procurement and that transmission or revelation of such information to unauthorised persons will subject me to disciplinary action.
- 5 I will not divulge, publish or reveal by word, conduct, or any other means such information or knowledge, except as necessary to do so in the performance of my official duties related to this procurement and in accordance with the laws of the United Kingdom. Otherwise, I will need special authorisation in writing in each and every case by an **"Authorised Individual"**<sup>3</sup> of the Contracting Authority.
- 6 If at any time during the procurement my participation might result in an actual, potential or perceived conflict of interest, or my circumstances change in respect of an interest already disclosed, I will immediately report the circumstances to the appropriate Authorised Individual.

#### **Individual declaration (choose from Declaration A or Declaration B)**

Please consider any interests relevant to the procurement. An "interest" includes a personal, professional or financial interest and may be direct or indirect.

- An **'actual conflict of interest'** exists where there is a conflict of interest **now**.
- A **'potential conflict of interest'** exists where a conflict of interest will arise in **future** if certain circumstances occur.
- A **'perceived conflict of interest'** exists where there are circumstances which the Contracting Authority considers likely to **cause a reasonable person to wrongly believe there to be a conflict or potential conflict of interest**.<sup>4</sup>

Check the box that applies:

---

also opt to use a Conflicts Assessment for other procurements).

<sup>3</sup> An "Authorised Individual" is any person(s) to whom management has been delegated (for example from an accounting officer) to be responsible for managing the disclosure of procurement information and conflicts of interest. For example, this may be a Commercial Officer, Manager or Lead.

<sup>4</sup> It is the Individual's responsibility to consider whether there may be any circumstances which the Contracting Authority should be made aware of that may amount to a perceived conflict of interest.

Invitation to Tender

**x Declaration A (if no conflicts of interest)**

By signing this Form, I declare that:

- a I have read, understand and accept the Statements above.
- b I confirm that there are no conflicts of interest of any nature which are relevant to this procurement; and
- c if any actual, potential or perceived conflicts of interest arise in the future, I will inform an Authorised Individual immediately.

☐ **Declaration B (if actual, potential or perceived conflicts of interest exist)**

By signing this Form, I declare that:

- a I have read, understand and accept the Statements above.
- b I confirm that I have declared any conflicts of interest of any nature relevant to the above procurement in the table below.
- c I will carry out any agreed mitigations as may be set out in Part Two of this Form, in consultation with the Authorised Individual; and,
- d if any other actual, potential or perceived conflicts of interest arise in the future, or if my circumstances in respect of the interests identified below change, I will inform an Authorised Individual immediately.

<b>Name</b>	Warren Lee
-------------	------------

<b>Signature</b>	
------------------	--

<b>Date</b>	28/07/2025
-------------	------------

**My actual, potential or perceived conflict(s) of interest:**

**Interest(s) identified in Part One**

1
2
3

\*Add or delete rows as required

**PART TWO**

**Conflict of Interest Mitigations**

Invitation to Tender

**Agreed mitigations include:**

Interest(s) identified in Part One	Supplier(s) impacted	Details of Agreed Mitigations (steps taken or will be taken)
4		
5		
6		

**Declaration**

Upon discussion with the Individual in respect of the Interests identified in Part One, I consider that:

- A **Mitigations are sufficient** and therefore [INSERT INDIVIDUAL]'s role in the procurement will be [BRIEF DESCRIPTION OF ROLE].  
or,
- B **Mitigations are not sufficient** and therefore [INSERT INDIVIDUAL] will not have a role in the procurement.

**Authorised Individual/s**

By signing this Form, I confirm that the interests identified in Part One have been or will be mitigated. Any steps taken or that will be taken in the future are detailed in Part Two.

<b>Name</b>	
<b>Job title</b>	
<b>Signature</b>	
<b>Organisation and team</b>	
<b>Date</b>	

Invitation to Tender

## Annex - Guidance Notes

This form should be considered a live document and should be routinely updated throughout key stages of the commercial lifecycle of a procurement (including the planning, assessment and contract award, contract management and contract termination or expiry stages).

This Declaration Form is intended to identify conflicts and potential conflicts of interest relating to an "Individual" involved in a procurement. This is to help ensure the procurement's integrity and that suppliers are treated fairly.

Guidance on the Procurement Act 2023 conflicts of interest requirements can be found here. For procurements not covered by the Procurement Act, this form may still be used as good practice.

"Procurement" in this Form refers to all stages of a procurement, including:

- a the award and entry into a contract; and,
- b the management of a contract, including any modifications and up until contract expiry or termination.

Individuals must avoid placing themselves in a position where there is an actual or potential conflict between their personal, professional or financial interests and their official duties regarding the procurement, whether directly or indirectly, and where a conflict might be unavoidable, disclose this interest to an Authorised Individual. Furthermore, Individuals should be aware that circumstances that may give rise to a perceived conflict should be discussed with an Authorised Individual to reduce the risk of this impacting the procurement. Individuals must also comply with internal policy relating to gifts, hospitality and conflicts of interest at all times.

Examples of conflicts of interest may include, but are not restricted to:

- if you are a current or previous employee of a supplier, or have a member of your family, your partner (married, civil partnership or not), your siblings, your children, or any close personal or professional relationships that are an employee of a supplier, that is likely to be interested in taking part in the relevant procurement.
- if you, or a member of your family/friends (as set out above), has a financial interest in a supplier that is seeking to do business with the Contracting Authority.

**This is a non-exhaustive list of examples, and it is your responsibility to ensure that any, and all actual, potential or perceived conflicts are disclosed prior to you being involved in the procurement.**

If you are unsure whether your current or previous relationship or involvement with a supplier that is seeking to do business with the Contracting Authority constitutes a conflict of interest, you should seek advice from an Authorised Individual within your organisation.

Invitation to Tender



This form also includes a requirement for individuals involved in the procurement to treat information (including but not restricted to bid documents, supplier evaluations etc.) with the appropriate level of confidentiality, and not make any unauthorised disclosures of this information.

**Declaration A** should be signed if there are no actual, potential or perceived conflicts of interest.

**Declaration B** should be signed if there are actual, potential or perceived conflicts of interest. The conflicts of interest and mitigations must be stated, as must the role that the individual will be carrying out (where appropriate) within the procurement. An Authorised Individual must also sign Part Two to confirm that they accept that appropriate mitigations have been put in place.

### **Individual and Authorised Individual**

An **Individual** is any person(s), acting for or on behalf of a Contracting Authority (or a Minister) where those individual influences a decision made by or on behalf of a Contracting Authority in relation to a procurement.

By way of example, this could include (but is not limited to) any of the following individuals:

the project management team, the senior responsible officer, the budget holder, the commercial director, members of the management board, commercial staff, specification writers, people who will assess tenders, contractors, external experts, private sector secondees and consultants, non-executive board members, special advisers, private office employees and Ministers.

If conflicts of interest arise during the commercial lifecycle, an Authorised Individual must be notified immediately. Any disclosure of procurement information without written approval from an Authorised Individual will be considered a breach of this agreement.

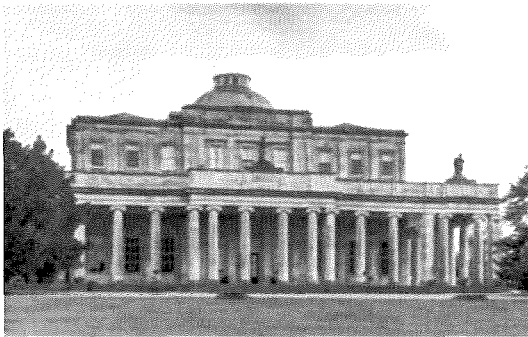
An **Authorised Individual** is any person(s) to whom management has been delegated (for example from an accounting officer) to be responsible for managing the disclosure of procurement information and conflicts of interest. For example, this may be a Commercial Officer, Manager or Lead.



# **Quality & Assessment Questions**

## **For the provision of: -**

### **Cheltenham and Gloucester Asylum Seeker Support Services**



## **Open Procedure**

**Our Ref: CS0001      Pro-Contract Ref: DN776742**  
**Title of Requirement: Cheltenham & Gloucester Asylum Seeker Support Services**

**Submission Deadline (Date & Time): 28/07/2025@midday**

**Date 19<sup>th</sup> June 2025**

## Contents

<b>1</b>	<b>Preamble</b>	<b>1</b>
<b>2</b>	<b>Supplier Information</b>	<b>1</b>
<b>3</b>	<b>Quality Assessment Questions</b>	<b>4</b>

- 1.1** The header of each quality question states the permitted page limit; please note that any pages submitted over and above the stated limit for any response, will be removed and therefore ignored for the purposes of this tender and assessment.

**Additional Information/Attachments: -**

- 1.2** Should any of the quality questions require supporting information/evidence. The inclusion of this is clearly identified in the header and is in addition to the stated page limits. Should a supplier include attachments/additional information that have not been requested, these will be removed and therefore ignored for the purpose of the assessment.

**Inclusion and reliance of weblinks: -**

- 1.3** Suppliers are asked not to use and rely upon weblinks to provide responses; the reason being that the detail included/contained within a weblink can be altered at any time and change the assessed response(s).
- 1.4** The following provides a summary of the scores available for each Scored Quality Question.

Assessment	Interpretation	Score
Deficient	A significantly deficient answer, the response provides no confidence of successful delivery <b>OR</b> a response has not been provided to this question.	0
Very Poor	A very poor answer that gives very little detail or evidence. The response does not show understanding of the requirement and provides little confidence of successful delivery.	1
Poor	A poor answer that only partially addresses the requirement. The response illustrates some understanding of the requirement but does not provide sufficient confidence of successful delivery.	2
Acceptable	An acceptable answer meeting the requirement with a sufficient level of detail and evidence. The response illustrates an understanding of the requirement and provides sufficient confidence of successful delivery.	3
Good	A good answer, with a comprehensive level of detail and strong evidence. The response illustrates a comprehensive understanding of the requirement and provides good confidence of successful delivery.	4
Excellent	An excellent answer with exceptional detail and evidence. The response illustrates an excellent understanding of the requirement and provides an excellent level of confidence of successful delivery.	5

● **Pass/Fail Questions**

Assessment	Interpretation
Pass	Either confirms compliance with / acceptance of the requirement or provides acceptable and appropriate evidence of capability and capacity
Fail	Does not confirm compliance with / acceptance of the requirement, or does

	not provide acceptable and appropriate evidence of capability and capacity
--	--

\*Pass/Fail quality questions require a supplier to select either Yes or No to confirm that a tender meets the criteria. Please note that any supplier entering a No will receive a Fail, and the tender will be disqualified.

- 1.5** The maximum quality marks available is 310 which makes up 80% of the overall score available.
- 1.6** The Total Quality Score for each Tender is expressed as a score against the maximum points available and multiplied by the Award Criteria (80%) using the following formula:
- 1.7**  $\text{Total Quality Score} = \text{Total Points received} / \text{Total Maximum Points Available} \times \text{Award Criteria (80\%)}$  to two decimal places.

Example for information only, based on an Award Criteria of 70%.

Supplier	Total Maximum Points	Weighted Score (70% Award Criteria)
Supplier A	315	60.41%
Supplier B	325	62.33%
Supplier C	345	66.16%

**Suppliers are required to have read the accompanying Invitation to Tender, and associated tender documentation, before completing and submitting responses to the quality evaluation questions.**

**Table 1 – Summary Detail**

Question Number	Criterion	Weighting per question	Maximum Score Available (per question)	Total Available Score	Permitted Page Limit
1	The use and provision of premises within the Cheltenham and/or Gloucester localities	4	0-5	20	2 pages of A4 (please note that 1 page = one side of A4)
2	The Provision of an Asylum Seeker Support Service.	5	0-5	25	4 pages of A4 (please note that 1 page = one side of A4)
3	Equitable distribution of services across Cheltenham and Gloucester	4	0-5	20	2 pages of A4 (please note that 1 page = one side of A4)
4a	Advice and Community-based Services, including Multiagency and Partnership working - (a) Please explain how you will assist asylum seekers with their claims for asylum to ensure that they are treated fairly.	3	0-5	15	1 page of A4 (please note that 1 page = one side of A4)
4b	Advice and Community-based Services, including Multiagency and Partnership working - (b) Please explain how you will assist asylum seekers in navigating and accessing health and wellbeing services.	4	0-5	20	2 pages of A4 (please note that 1 page = one side of A4)
4c	Advice and Community-based Services, including Multiagency and Partnership working - (c) Please explain how you will assist asylum seekers in improving their English language skills so that they are better able to carry out basic transactions with the communities in which they have been placed.	4	0-5	20	2 pages of A4 (please note that 1 page = one side of A4)
4d	Advice and Community-based Services, including Multiagency	5		25	2 pages of A4 (please note that 1

	and Partnership working - (d) Please explain how you will help asylum seekers to be better integrated within their local communities.		0-5		page = one side of A4)
4e	Advice and Community-based Services, including Multiagency and Partnership working - (e) Please describe how you facilitate (or would facilitate) volunteering within your organisation, and in particular please quantify and state how volunteers support (or would support) this service as detailed within our specification.	3	0-5	15	1 page of A4 (please note that 1 page = one side of A4)
4f	Advice and Community-based Services, including Multiagency and Partnership working - (f) How would you integrate our contract service specification into the existing service(s) you provide, and what added value (if any) would this bring?	4	0-5	20	2 pages of A4 (please note that 1 page = one side of A4)
4g	Advice and Community-based Services, including Multiagency and Partnership working - (g) Please outline how you will ensure good co-ordinated working relationships and practices with other agencies or services to meet the needs of asylum seekers.	4	0-5	20	2 pages of A4 (please note that 1 page = one side of A4)
5	Staffing and Safety	3	0-5	15	2 pages of A4 (please note that 1 page = one side of A4)
6	Safeguarding	5	0-5	25	2 pages of A4 (please note that 1 page = one side of A4)
7	Service Implementation/Mobilisation and Project Plan	3	0-5	15	1 page of A4 (please note that 1 page = one side of A4) (Excluding a copy of the Implementation/Mobi

					lisation/Project Plan
8	Contract Management, Communications and Stakeholder Engagement	4	0-5	20	2 pages of A4 (please note that 1 page = one side of A4)
9	KPI's Reporting and Management Information – Reporting functions and capabilities	4	0-5	20	2 pages of A4 (please note that 1 page = one side of A4)
10	Social Value	3	0-5	15	1 page of A4 (please note that 1 page = one side of A4)
<b>TOTAL</b>				<b>310</b>	



Criterion	Question Number	Weighting	Maximum Available	Score	Total Page Limit
Scored	1	4	20		2
Title	The use and provision of premises within the Cheltenham and/or Gloucester localities				
Supporting Information:	As detailed across and throughout the accompanying document titled Appendix I Specification Asylum Seeker Support Services describes Cheltenham Borough and Gloucester City Councils, and in particular points 2. Introduction - Cheltenham Borough and Gloucester City Councils, 4. Local Context and 6.7 Service location, it is important for these services are provided by a supplier who has or can source/access premises within the Cheltenham and/or Gloucester localities.				
1	<p><b>Requirements:</b> - Cheltenham Borough and Gloucester City Councils are seeking a supplier who currently has or can source and secure premises within the Cheltenham and Gloucester localities to deliver these services.</p> <p><b>Suppliers are required to provide a written response that: -</b></p> <ol style="list-style-type: none"> <li>1 Confirms the provision of existing premises together with details of the address, including postcode, and how these will be operated and available in the delivery of these services as described in the accompanying Specification or</li> <li>2 Explains where you do not have existing premises within the required localities, whether you have access to and/or can source premises to deliver these services, and how these will be operated and available in the delivery of these services as described in the accompanying Specification.</li> </ol> <p>Please also confirm that these premises will be available to deliver these services for the duration of this contract.</p> <ol style="list-style-type: none"> <li>3 Should you/your organisation not have existing and/or access to premises within the specified localities, please provide details to explain and demonstrate how you will deliver these services, in line with the specification. Please include any advantages to the service without access and use of local premises.</li> </ol>				

GARAS (Gloucestershire Action for Refugees and Asylum Seekers) has a permanent base in the heart of Gloucester in an accessible part of the city within easy reach of the bus transport hub and railway station. It is in the centre of the city at GL1 4SQ, an area with higher numbers of asylum seekers living in the neighbourhood. This base will be available for the duration of this contract.

The model which we currently use at the GARAS centre, is drop in three days per week, with appointments offered two days per week. Drop in times are currently Monday, Wednesday and Friday from 10am to 2pm. And all who have arrived by 2pm will be seen, so the whole session for clients attending can frequently go onto 5pm. Appointments on Tuesday and Thursday are usually face to face in the building, but can also take place online. Home visits or meetings in the community happen infrequently and are not the norm, but can take place where appropriate situations arise. For example dropping off emergency items to a recently arrived asylum seeker who has almost no belongings and limited access to mobile data and who arrives without receiving any form of financial asylum support. It can also happen where there are particular vulnerabilities and access issues.

Currently GARAS operates a regular drop in service at Cheltenham Welcomes Refugees (CWR) at their meetings, finding this a good place to engage with new arrivals. This takes place in a community venue that has been established for a number of years, at GL52 2NP. This too will be available throughout the contract. We have a good working relationship with CWR. They offer social activities, English classes and help with bicycles. They do not offer advice and actively signpost asylum seeking clients to us. They direct them to our drop in and are in contact with the advice team, to provide a 'heads up' of information about particular clients. This successful arrangement will continue should you award us the contract to continue this vital work.

We also provide support to others living in Cheltenham at GlosCol and plan to extend the times available to ensure Cheltenham clients can access support in Cheltenham. This is at GL51 7SJ.

GARAS has also started a conversation with Common Ground in Cheltenham to find a new venue as the work with those living in Cheltenham in Dispersal Accommodation grows. Common Ground is based at GL51 8DS, the ambition here is not only to develop more opportunities for face to face work in Cheltenham but to introduce clients to a place where other activities are available and encourage more integration. This anticipates an increase in numbers of asylum seekers to match those in Gloucester it would be imperative to establish a base in Cheltenham for regular support to meet the need. This can also be used as a venue for other GARAS teams widening their work and ambitions.

For those requiring public transport from further away, GARAS reimburses their bus tickets. This includes asylum seeking clients living in Cheltenham, whether it be asylum dispersal housing or hotel. So we will continue to reimburse clients travelling from Cheltenham to Gloucester to ensure they get the same access to services throughout the week. This also means they have access to other important services provided on site at the main GARAS offices such as access to volunteering opportunities or advice from the Digi Hub representative. Reimbursement is also provided for those attending therapy if needed.

We also have a member of staff in each of the Hotels each week, ensuring they can meet with a GARAS representative and deal with issues on site. The on-site support at the hotels is currently at GL50 1XZ in Cheltenham and GL4 3DG in Gloucester. Currently the Gloucester hotel has a GARAS outreach worker attending twice a week and Cheltenham once a week. This is continually monitored and can be changed depending on demand and whether new hotels spring up and how numbers within each hotel fluctuate.

Our welcome letters, which are provided to newly-dispersed clients by the Housing Provider as part of their move in support, have a map to assist access to our premises. The intention is to update this with a QR code method that assists a more tech savvy client to use. It is often the case that new clients come in to our drop in, having been brought by their housemates, friends and compatriots in the area. Those in asylum houses bring their new housemates with them and as for hotels, if for example the outreach worker themselves haven't signposted clients to the advice drop in for further help, often the hotel management will.

Criterion	Question Number	Weighting	Maximum Available	Score	Total Page Limit
Scored	2	5	25		4
Title	The Provision of an Asylum Seeker Support Service.				
Supporting Information:	Cheltenham Borough and Gloucester City Councils are seeking a supplier who will deliver an Asylum Seeker Service that must complement, rather than duplicate or conflict with the services commissioned nationally by the Home Office and those provided locally by partners.				
2	<p><b>Requirements:</b> - As detailed in point 6 of the Specification titled 'Specification Overview – (please note that Appendix I below provides further information and detail regarding the range of services required)' Cheltenham Borough and Gloucester City Councils require a supplier who will provide an accessible service that meets the needs of local asylum seekers, in particular identifying and managing vulnerabilities of asylum seekers. Please note that the services must be available Monday to Friday between the hours of 09:00 and 17:00.</p> <p><b>Suppliers are required to provide a written response that explains and demonstrates how your experience and knowledge in the delivery of similar asylum seeker services will be drawn upon in the delivery of these services.</b></p> <p><b>Please provide tangible examples of where you have supported comparable services, including details of effectiveness and the outcomes your involvement and interventions delivered.</b></p>				

## **Background**

GARAS has 26 years experience of working with asylum seekers and refugees within Gloucestershire. We, therefore, believe that we are perfectly positioned to be the commissioned provider for a service to continue. We will draw upon our knowledge and history to inform and shape our service: building on our skills, learning from when things didn't go as well as planned, and hoping to continue to advocate for our clients. Clients often say to us that GARAS is their "second home": a place where they feel welcomed, supported, known by name, in a country that is new to them, an environment that nationally can be rather hostile at times. We prefer face to face work, in a world where you often have to have an email address and create a password just to get started. Our clients face challenges around the use of digital devices especially if they are illiterate in mother tongue. They may also not have a device that can assist with accessing on line support so face to face, with interpreting support along with a friendly welcome and appropriate responses can quickly assist in developing a trust and working relationship.

GARAS is staffed from 09.00 to 17.00 every weekday (except bank holidays, when the council and government departments are also closed). Clients may access the service in person, either at drop-in sessions or prearranged appointments where this is more appropriate. They can also call within opening hours or use media such as WhatsApp texts, calls and voice calls, depending on what works best for them. This can be particularly useful for forwarding updates, creating appointments, liaising with clients to ensure that they are kept up to date.

We also use appropriate media to inform clients of activities and events they can join in with and can assist them with applying for tickets for events.

## **Experience and Expertise**

GARAS employs experienced and IAA qualified advice and support workers with a proven track record of supporting asylum seekers through their journey here in Gloucestershire and passing them on to the right team when they are granted a positive decision. Staff include specialists in a number of fields including an IDSPA, a qualified and highly experienced solicitor with 30 years of working in this field, a therapy team with 20 years of appropriate qualifications and a dedicated employment, training and volunteering advisor.

All staff at GARAS are trained in a trauma informed approach to our clients and the support we provide, recognising this as vulnerable cohort with multiple experiences of trauma through their reasons for leaving their home countries, the experiences on their journeys and their on going concerns while waiting for a decision on their future here in the UK.

The trauma informed approach also helps us to recognise that clients' needs for services can sometimes be later in the day, with sleep patterns disrupted it can be hard to make early appointments! For example, on a client's referral for in-house trauma therapy, it was noted that he often did not wake up until midday. This was noted on the referral, and following an assessment, he was given a regular counselling slot at GARAS on a Tuesday at 2pm. This enabled him to attend, engage with the support, and make sense of some of the multiple traumas, bereavements, difficulties and obstacles he had faced and continues to face in his life in the UK.

## **Asylum Seeking Clients**

We provide and plan to continue to provide a service to our client that recognises their specific needs and concerns. Clients arriving will be a mixture of single men, and single women, families and single women with children. Individuals will predominately be housed in accommodation with others with whom they have no relationship, experience or common faith. This can lead to many stresses. Even though many clients are currently in single households, many are married and have family including children 'back home' with whom they would love to be reunited if and when they receive Refugee Status.

## **Planning**

Currently all clients have a personal record which helps us to identify their specific needs. We develop personal plans which will be used as the basis for the F/PIIP. The plan will identify matters which will include their immigration needs, including their current status; and asylum claim; health and where they are registered, what kind of housing they are in, what kind of asylum support, be that Section 98 or Section 4, for instance.

All clients must also sign a Consent Form which must be uploaded to the F/PIP and kept up to date, be resigned every six months or as needed.

### **Asylum Claims**

Asylum seekers' overriding need is to receive the safety of a positive asylum decision in the UK and to attain refugee status. In pursuing this aim they will go through specific processes, beginning with two interviews with the Home Office.

The first interview will usually have taken place before they arrive in Gloucestershire. However, there is often a delay before the second one (known as the Substantive Interview) and this is a long in depth interview. This can be gruelling and we will ensure some preparation prior to the interview. We also need to ensure that the correct transport fare has been pre-booked by the Home Office. If not, GARAS will assist with funding the transport to ensure travel to this very important appointment..

GARAS will assist clients to attain a legally aided immigration solicitor. An important feature of our approach is that while other government funded agencies may be tasked to assist, what happens is that clients are merely handed a list of solicitors. Often that list is out of date, inappropriate, includes solicitors with less good reputations or currently not taking on new clients. GARAS maintains and regularly updates its lists of reliable solicitors and ones with capacity to take on cases.

Ideally all asylum seekers should have an asylum solicitor to assist with their asylum claim and to advise them through the process. However the current reality is that due to a shortage of legally aided solicitors it can often be following the Substantive Interview that a solicitor is squired. The years of experience and embedded knowledge along with training mean that GARAS can reliably ensure that the correct papers are sent to the solicitor, to start the legal process.

GARAS is also part of South West Immigration Alliance (SWIA): partners in the same field across the South West share details of good and new practice and of experiences both positive and negative that can assist in the referral process. We are partners in a SWIA project to assist clients with very specific and complex cases to be referred in to Bristol Law Centre (BLC). This is a very close working relationship on these cases and means that GARAS maintains communication with the BLC and the clients to ensure all the right paperwork is provided.

There is a lot of collaboration between GARAS workers within and across the services we provide: in assisting with an asylum claim and assisting the conversation between the solicitor and the client we are aware that the role of the therapist who may be providing therapeutic support may feed into the clients case. Therefore that information, with consent of the client, may be provided as evidence towards the asylum claim.

Other areas of support and recognition may arise that will require additional support in helping tell the story of the need for asylum and safety. There will be situations when we work in partnership with an organisation such as Unseen, who work those who have been trafficked. Sometimes we will make referrals and sometimes the person is dispersed already having an allocated worker from Unseen and we will work together in ensuring that part of their experience can be told safely.

Clients come into asylum accommodation from all kinds of situations including those with domestic abuse situations or so called honour based experiences. Again this is a specialism covered by GARAS. Therefore GARAS has for over 20 years had a specialist and dedicated **Women's Worker** who can use her knowledge, experience and training as an IDSVA to navigate the specific needs and vulnerabilities that may be presented.

Other areas may include religious persecution, so it is important to work in partnership with for instance a local church that is attended by the client, both in providing support, but also in assisting with evidence.

This may also be the case for those who have been persecuted due to their being part of the LGBTQ+ Community and where they have to prove their sexuality. In these cases we work with partners and an internal volunteer specialist team to help the client tell their "gay story" describing their need for safety due to the threat of imprisonment or worse in some parts of the world. This evidence can then become a corner stone of their claim. We also use a variety of language tools to ensure that we best support the individual in communication.

This is especially important when understanding specifics around their claim that may need to be passed to the solicitor. We have various examples of where an asylum seeking client has spent hours and hours with a volunteer, who has helped write a detailed account of their experience as a gay person; coming out or being discovered and having a lifestyle that is not permissible in their country of origin. In one such case, when the client was initially refused asylum, the volunteer went with them to the First Tier Tribunal and was able to testify as a witness, and as a consequence, helped the client be successful in their claim for asylum, from where they can move on with their life as a refugee in the UK.

We also work with reliable Translation Companies who can provide accurate and approved translated documents that again may form an essential part of their claim. These have to be approved by the Home Office so must be from a recognised company.

Persistence is at the heart of good asylum support, that means continuing to support clients who have been waiting for decisions for over 10 years. For instance we have recently had a successful outcome for someone who has been in the system for 11 years.

This will also mean helping those who decide to go home to follow the process of Voluntary Return.

### **Health**

Registration for health needs needs to be done urgently and therefore forms part of the initial first meeting with the client. This involves finding the appropriate surgery and registering all the family members, keeping a record of the NHS Number and the surgery for future needs. Dentists are also part of the picture and if possible registration will be made for them as well.

Sometimes our initial interaction throws up a specific health need which means additional support. For instance we have recently supported a client with a long term eye condition where treatment had started prior to arriving into his dispersal accommodation in Gloucester. This was being provided by Moorfields in London. Moorfields wished to complete the treatment and so GARAS has continued to provide bus tickets so that he has not missed a single appointment.

### **Housing**

In striving to meet the specific housing needs of this cohort we look to complement rather than duplicate the work of the Home Office commissioned services. This means ensuring that we advocate on behalf of clients when those services are not meeting their obligations and can include assisting a client to contact Migrant Help with issues regarding their financial support, or accommodation concerns around repair. If that is not being responded to, then we will escalate to local housing representatives to ensure repairs are carried out. Communicating with the housing provider of internal disputes that creating intolerable living situations may also be escalated along with Safeguarding concerns to teams with the Home Office and the Housing Provider.

### **Addressing Trauma**

As identified elsewhere, this client group experiences a very high incidence of trauma, and therefore all work has to be approached with a trauma informed lens. As a very practical first step, every room has tissues readily available. Training for all Advice Team staff includes Trauma Informed practice. Other training includes that provided by IOM (International Organisation for Mobilization) who provide training in relevant country information including cultural life in the country but also an understanding of what is happening there that may have caused the emigration from there to the UK.

We have a team of experienced Trauma Psychotherapists whose role is to support their patients through therapy but who can also assist with providing additional material towards their asylum claim through the building of trusted work. On occasion the mental ill health leads to the place of requiring other services such as the GRIP (Gloucestershire Recovery in Psychosis) or referral into the CRISIS Team to ensure they receive the help they require.

With young children we work in partnership with organisations such as Every Cloud who are experts in working with children including the very young.

As part of our trauma informed approach, we want to be trustworthy and show clients that we respect them and treat them with dignity. As such, we call each person by their name, not by any numbers. We seek to treat each individual as a fellow human being.

### **Education**

Children should have access to education as soon as possible. To this end GARAS completes applications for school places as a matter of urgency. This will have an enormous benefit to children's well being and integration.

Primary schools and the younger stages of secondary schools are usually really responsive and we will assist in accessing school uniform and access to free school meals. Sadly this becomes harder with older young people and then we work with the college – GlosCol where possible if the terms and assessments work, or with alternative educational provisions such as Prospects, or Bridge Training. In addition we provide a day's teaching at GARAS with other activities and another youth provision. These are particularly aimed at those young people arriving as Unaccompanied Asylum Seeking Children (UASC).

### **ESOL**

Learning the language is integral to the long term goal of living in the UK and managing this therefore central to the start of the clients journey with GARAS. Finding ESOL provision is essential, as this is vitally important for integration.

### **Use of interpreters**

Working with people for whom English is not their first language can be tricky. Over the years we have encouraged the use of peer interpreters (we ask them to bring their friends along to interpret for them); through to use of apps such as Google Translate for simple messages; or Tarjimly to use a volunteer at the end of a phone. To paid for Language Line services. It is often lovely to see when a client who has been here a little while ends up interpreting for or helping one of their newly arrived peers. It builds community and helps them as rebuild some confidence and gives them a boost as they help someone else.

### **Other Needs**

There are many basic needs that require support. Some will be immediate and others will become apparent as the relationship develops. This continues to develop as we work with our **Lived Experience Group** which supports us in the identification of further needs.

Frequently the new client will be dispersed without their Aspen Card (the card that issues them with their weekly allowance) or it may still only provide the amount they received while in the first accommodation they were in, probably an hotel. This means communicating with Migrant Help to get the amount altered. This can take time to happen so we will assist with some cash, toiletries and some basics until the card is set up properly. We do attempt to work with the client to get the vouchers that the Housing Provider is meant to provide but often this is not forthcoming. You cannot leave individuals and families without access to food until this has been sorted.

Additional food support comes from Fare Shares to provide us with a weekly delivery of food rescued from food waste and landfill. We also receive contributions from faith groups, harvest gifts et cetera which fill our pantry with dry foods, rice, pasta, tinned foods that are available to assist eke out the funding received each week.

Clothing needs: this can be desperate especially for very new arrivals who may have come with very little. We have a variety of ways of assisting. If they are within a family often Gloucestershire Bundles can provide clothing (they can also provide items such as toys, toiletries and nappies).

With single adults, we may provide immediate vouchers and ones which can be used in partner second hand shops. GARAS is then invoiced by the shop to reimburse. This all helps in these early days.

SIM Cards and other forms of technology: just as with everyone in the world communication is now through our mobile devices. This includes the vital communication with the Home Office and solicitors, health providers and the children's school. But often phones have been damaged or there isn't one. donated second hand refurbished donated phones assist this need. Asylum houses are not provided with Internet so assisting with SIM cards help provide free access to data.

### **Interaction with social groups**

Helping a new arrival to integrate with their new life will include finding specific interests. This will include finding places of worship, sports activities, LGBTQ+ communities, opportunities to volunteer, drama and art. This will lead to a much better chance of integration as people can form friendships and grow in confidence.



Criterion	Question Number	Weighting	Maximum Available Score	Total Page Limit
Scored	3	4	20	2
Title	Equitable distribution of services across Cheltenham and Gloucester			
Supporting Information:	As described across and throughout the accompanying document titled Appendix I - Asylum Seeker – Services Specification and in particular points 4. Local Context, it is important that these services provided on an equitable basis within the Cheltenham and/or Gloucester localities.			
3	<p><b>Requirements:</b> - Gloucester City Council and Cheltenham Borough Council contribute approximately 60% and 40% to the value of this contract respectively.</p> <p><b>Suppliers are required to provide a written response that explains, how you will ensure that you will provide an equitable provision of services across these two urban areas, in view of our joint funding arrangements and differing service demands. We are particularly interested in any examples, where you have had to adopt either these types of considerations and achievements with another contract or a very similar approach.</b></p>			

GARAS is experienced in providing support to asylum cohorts in both Gloucester and Cheltenham. Our main headquarters are based in Gloucester as the city has historically housed most asylum seekers and is centrally based to meet the demands and accessibility.

However, asylum seekers are increasingly housed elsewhere and for six years a growing number have been dispersed to Cheltenham as well. Therefore we want to ensure a fair distribution of support to all clients.

We have also added to our body of knowledge in developing geographically dispersed services as a result of the growth and use of asylum hotels across Gloucestershire. In each case we have ensured and continue to ensure that equity of provision by a member of GARAS staff is within each hotel.

All services provided in Gloucester are open to all those in dispersed accommodation and tickets will be reimbursed to those travelling across from Cheltenham for appointments or to drop-in.

We believe that it is important to build trust and therefore often the first interaction whether that be at the offices or in community will build relationships. Once forged it can be relevant to deal with issues through the use of media such as WhatsApp. We find many clients will be able to deal with simple issues through this medium, but as they grow in complexity they will require a face to face appointment and then that will be arranged.

In the same way GARAS services are promoted to clients by the housing provider. A major factor in working with all clients is our word of mouth reputation. The respect that GARAS is held in by the asylum and local communities means that clients come from far and wide to use our services.

It is apparent from our data base that we already achieve a 66% – 34% geographical mix of clients using the services. This indicates that we already have a good representation from Cheltenham within our provision.

We work with Cheltenham Welcomes Refugees (CWR) to meet at their drop-in service to meet with asylum seekers in Cheltenham and to provide the service there.

As stated above, we currently have use of a space at GlosCol in Cheltenham for meetings with clients, but if successful in this bid we would provide a regular serviced drop-in at a venue in Cheltenham. As also stated above we will continue our conversation with Common Ground in Cheltenham to provide a new venue in a community centre which will grow access to other activities for those based in Cheltenham.

Once a client receives a positive decision their next need is to find somewhere to live as a permanent home. As the recognised local connection is the city or town they have been dispersed into we have built relationships with Gloucester City Housing and Cheltenham Borough Council and the relevant Housing providers to assist in finding that accommodation.

Unfortunately we sometimes have to build local relationships with the local police or anti-social behaviour teams in both communities, in these cases we need to be familiar with the relevant policing teams.

Gloucestershire Action for Refugees and Asylum Seekers has always striven to meet the countywide remit and we have done added to our experience in this through our work in Resettlement Programmes – firstly the Vulnerable Syrian Resettlement Programme in 2015, growing into the UKRS project, the Afghan Resettlement both ARAP and ACRS, and also working with Ukrainians housed and hosted across the county. In all of these we have ensured that the service is as attainable wherever people live. On occasions coming to the main office may be the best option dependent on need, accessibility, travel links and use of staff resources, but throughout the clients needs need to be maintained. On some occasions home visits may be required such as mentioned when delivering items such as bulkier items.

Throughout the first year of Covid we delivered food and other parcels to clients across both Gloucester and Cheltenham and the approach to responding to the individuals needs remains the same.

GARAS has developed working relationships with the local housing provider, Ready Homes/ClearSprings and works to maintain this. The Housing Manager covers both Gloucester and Cheltenham and therefore these links and the promotion of the service is equally promoted to arrivals in both Gloucester and Cheltenham.

As our care for our clients means we will advocate for them around housing issues we can ensure that relationships are maintained if users are moved. This is particularly if there are concerns around a specific housing situation or mental well being, we will advocate for a service user to remain in the locality rather than be moved to another region of the UK .

This means considering the wellbeing, and working to have them moved within either Gloucester or Cheltenham. This will include maintaining therapy support which will usually be based in Gloucester, but with the same therapist and maintaining that strong need for continuity and safety from a familiar therapist.

The history of working across both is we are very familiar with partnerships, be that the college, medical centres, or the voluntary sector.

With GlosCol, for instance, it is really helpful that the ESOL team which provides ESOL in both Gloucester and Cheltenham is lead by the same individual so communication is more straightforward.

Criterion	Question Number	Weighting	Maximum Available Score	Total Page Limit
Scored	4a	3	15	1
	4b	4	20	2
	4c	4	20	2
	4d	5	25	2
	4e	3	15	1
	4f	4	20	2
	4g	4	20	2
Title	Advice and Community-based Services, including Multiagency and Partnership working			
Supporting Information:	Successful delivery of this contract is centered upon the supplier's knowledge, understanding and experience in providing Advice and Community-based services, encompassing the efficiencies and benefits of Multiagency and Partnership working.			
3a to 3 g	<p><b>Requirements:</b> Whilst we recognise that this is a new service, Cheltenham Borough and Gloucester City Councils require a supplier who has an established network for the provision of Advice and Community-based services, supported by robust multiagency and partnership working practices and procedures.</p> <p>As specifically detailed in the following sections of the specification: -</p> <ul style="list-style-type: none"> <li>● 6. Specification Overview – (please note that Appendix I below provides further information and detail regarding the range of services required).</li> <li>● 6.14. Partnership Working</li> <li>● 7. Appendix I – Asylum Seeker Advice, Assistance, Support and Community Integration</li> </ul> <p><b>Suppliers are required to provide a written response for each of the following:</b></p> <p><b>(a) Please explain how you will assist asylum seekers with their claims for asylum to ensure that they are treated fairly.</b></p> <p><b>(b) Please explain how you will assist asylum seekers in navigating and accessing health and wellbeing services.</b></p> <p><b>(c) Please explain how you will assist asylum seekers in improving their English language skills so that they are better able to carry out basic transactions with the communities in which they have been placed.</b></p> <p><b>(d) Please explain how you will help asylum seekers to be better integrated within their local communities.</b></p> <p><b>(e) Please describe how you facilitate (or would facilitate) volunteering within your organisation, and in particular please quantify and state how volunteers support (or would support) this service as detailed within our specification.</b></p>			

	<p><i>(f) How would you integrate our contract service specification into the existing service(s) you provide, and what added value (if any) would this bring?</i></p>
--	--

	<p><i>(g) Please outline how you will ensure good co-ordinated working relationships and practices with other agencies or services to meet the needs of asylum seekers.</i></p>
--	---

GARAS recognises that this is the first time this work has been commissioned however, this is the work that GARAS has been providing to asylum seekers for 26 years and we believe we have a proven track record. This means that our work within our asylum team is recognised by IAA (Immigration Advice Authority Previously known as OISC) The staff are trained to provide accurate advice in this field and to work appropriately at Level 1 and in partnership with those providing higher levels of advice such as solicitors and Barristers.

At the initial induction with all new clients an essential first question is where they are in their asylum journey. This means ascertaining: have they had their initial interview with the Home Office, and have they had their Substantive Interview? Do they have a legally aided asylum solicitor? Every single client has this same right.

These details will be added to their file and F/PIP. If they do not have a solicitor then referring to one will be a vital part of the plan. Priority will be made for those who have had both interviews as time is of the essence in the need to develop their asylum claim. It may also be apparent that the client has a forthcoming asylum court hearing or that they have not had any interaction with the Home Office for a very long time. (This can on occasion be years)

It is essential when helping to sign a client up to a solicitor that the right information is provided to the solicitor and this will include signed consent and signed legal aid documents.

Other relevant data must also be attained at this stage or when the client feels comfortable in disclosing. This may include aspects of their identity, be that their specific ethnicity, religion or being a member of a particular political group or being a member of the LGBTQ+ Community. These are all pertinent to the Rights of Refugees as laid out in the Geneva Convention on the Rights of Refugees 1951. Articles 3, 5 and 8 of the Human Rights Act may also be a relevant consideration.

This may also include referring to Psychotherapy as this can be a necessary part of the asylum claim. Or may be necessary if a particular vulnerability mean requesting specific care – sometimes where a client has been identified as particularly vulnerable, information will be passed to us or their solicitor rather than to the client so it can be delivered in a safe and trauma informed manner.

All of these can have a specific impact on the client and their asylum claim and therefore assisting them to find the relevant community will be part of the induction process. It will also mean that later evidence, usually in the form of supporting letters, can be provided to assist with their claim if this is central to their claim.

At times it will be important to respond rapidly to requests from solicitors to produce documents or other forms of evidence and it is important often to be the conduit between the client and the solicitor.

However, as the process is often slow it is also important to retain communication so that the client does not become overly concerned or try to move solicitors rather than recognising delay lies with the Home Office.

There are times when it is possible and right to communicate with the local MP if delays are particularly long or if there are issues an MP has authority to communicate with specific parts of the Home Office, this is always with clients permission.

### **GP Registration**

GARAS understands the importance that health is a priority for asylum seekers arriving in Gloucestershire, therefore we will continue to assist all new arrivals to register with their local GP surgery. Or the one they wish to register with. This information is recorded on their personal file.

The registration process may also raise awareness of specific health conditions that will require additional support.

We will continue our work with Health visitors, midwives, specialist Children in Care Medical Team, the nurses in the asylum hotels and other health professionals and being able to maintain good working relationships with them all. With midwives and health visitors together we will ensure that pregnant women and new mothers are getting the help they require or the practical needs that will be needed. During the pregnancy we will assist the client to receive their MATB 1 and send that to the Home Office to receive the extra support they require.

We will also assist clients in making appointments, and in maintaining their repeat prescription where that is needed.

### **Prescriptions**

While an asylum seeker is in the process of having their claims processed they are entitled to free prescriptions. However, the evidence for this is an HC2 Certificate. These require updating every six months, so working with the client we will complete the relevant forms, an HC1 form, every six months so they can continue to receive this support.

### **Dentists**

We are all aware that being registered with a dentist is something that is not that straight forward currently, therefore we have two parts to this. If a client has ongoing emergency needs we will assist them to make emergency appointments to receive instant help.

The second part is that as an organisation we keep contact with all local NHS Dentists and as soon as they have availability for registering clients we will assist them to register, especially those who have ongoing dentistry issues.

### **Mental well being**

GARAS is fully committed to supporting the full well being of our clients. We recognise the very specific needs relating to Multiple Bereavements, depression and PTSD that many clients live with due to their experiences. Therefore we have had a team of self employed psychotherapists as part of the GARAS work since 2003. This continues to be a bedrock of care. Referrals into this service and support come from internal referrals from staff but also from the NHS including from GPs, and other Surgery staff, midwives and health visitors.

This team of psychotherapists are experienced in working with those with these complex mental health needs, they will specialise in different approaches so at assessment the client can work with the most appropriate person.

We also provide groups work and sleep days. These are also provided from within the therapy team. Group work with clients from similar language groups and in same gender group and can be a good holding and support network for each other. This sometimes is sufficient and sometimes it reveals that deeper personal work is required.

There sleep days recognise that for many clients sleep is very challenging, night time is when the flashbacks return and therefore working with a therapist – usually in a group – support can be provided to assist with techniques that can assist and then when sleep is improved life is better.

We also assist all our therapy team to train in EMDR techniques to provide assistance with the very real effects of the trauma they have experienced. Within the Therapy work we train interpreters specifically for this work to be able to assist the clients and therapists navigate their experience. This is skill that is essential in ensuring safety within the Therapeutic experience. There is also access to Gloucestershire CanDo Service where clients with moderate needs can be referred to help with anxiety, low moods and possible self harm.

We will continue to develop the good practice outlined above under the new service

#### **Additional Health Needs**

Asylum seekers travel great distances to reach the UK: they may have had physical injuries prior to leaving their home country, sadly they may have experienced rape, torture, sexual exploitation, FGM , beatings, or illnesses associated with the journey such as scabies. Sometimes it is necessary to act as advocate to encourage a surgery less used to such experiences to ensure appropriate care is provided. For instance where TB has not been experienced at a local surgery it maybe necessary to encourage the surgery to consider a rarer condition.

It may also be important to refer to the SARC or Hope House where there has been sexual violence.

In addition GARAS works with Eddystone Trust and regularly has the opportunity for testing days for HIV. This is really important and in a recent testing day 15 people were tested with one found to be HIV positive and therefore able to start treatment.

In this vein we also provide condoms readily available at all times.

Obviously all other activities including sport, creativity and volunteering can also be viewed as assisting with a clients well being and keeping them in better health.



Supplier Response – Q.4 (c) Please explain how you will assist asylum seekers in improving their English language skills so that they are better able to carry out basic transactions with the communities in which they have been placed. – **Page 1**

Arriving in a new country without the necessary language skills and experience is a very real issue for the majority of our clients. Without these skills integration will not be easy or straight forward, so GARAS recognises the very real need to encourage new clients into ESOL provision as soon as possible.

**ESOL provision in Gloucester and Cheltenham:** This is formed of two elements: that which is provided by Certified Providers such as Gloucestershire College (GLOSCol) or Adult Education (AdEd), and that provided by volunteer groups in a variety of settings.

ESOL provision for asylum seekers and funded by Central Government is minimal and is currently only 2 hours a week. It can only be provided by one of the two providers identified above, and moreover it is not possible to access both simultaneously. Enrolment for GlosCol is in September and occasionally in January, with no other entry points. Therefore the more flexible service provided by AdEd is often the one that most clients will be accessing. AdEd can also provide some classes in Maths and IT which adds to the offer.

ESOL is taught on both college campuses in Gloucester and Cheltenham and therefore we refer clients living in the relevant town to apply at the right campus. GARAS has an existing relationship with the head of the ESOL provision at GlosCol and has termly meetings in place for other projects to discuss developments in skills.

AdEd also provides classes across both towns and in very accessible centres, this is very useful for clients accessing classes closest to their homes. Sometimes these are in family centres connected to schools where parents can attend classes in the same vicinity as their children attend school. Over many years we have been growing our relationship with Adult Education and now find that we are in a good position to enrol clients on to their courses as soon as possible. This also means the close working relationship means we have strong links for providing up to date data and we have agreed a process of information sharing and monitoring clients progression.

However, it is quite apparent that 2 hours a week is insufficient to develop the necessary language skills to a functional level. Consequently GARAS has developed and maintained a reliable timetable of community based volunteer led classes that are happening in both towns so clients can widen their experience as much as possible. These classes are provided in a variety of accessible venues. In Cheltenham community ESOL provision has grown over 10 years and is specifically maintained by Cheltenham Volunteer Teachers (CVT). They have a well established referral process and have three different accessible venues.

Accessing classes can be harder when there are small children in a family, therefore we help families apply for nursery when the children are old enough to receive this free. We also work with nurseries such as the Family Haven where additional support helps children and parents together to learn skills. When there are spaces available the college nursery can be accessed during class time.

The key advantage of volunteer-led ESOL provision is that clients can access it from the moment they arrive in the area. ESOL provision with volunteer settings will focus on the provision of functional ESOL around managing life – how to buy a bus ticket, how to make appointments with GPs, how to shop. GARAS can also support by encouraging the use of resources – so where internet is available the use of BBC Bitesize for instance can be a very reliable and accurate addition to the learning process.

We also help clients to navigate and manage life and transactions by arranging for guest speakers such as the police or sexual health support workers to provide additional sessions on specific topics that will assist in navigating life in the UK.

All opportunities to practice the language are then strengthened by other activities including volunteering or joining activities such as sports facilities or places of worship. The language use will not improve unless safe places can be created to actually start to use English in every day life and a simple addition to the volunteering network can be assisting listening to reading out loud or playing simple games.

Supplier Response – Q.4 (c) Please explain how you will assist asylum seekers in improving their English language skills so that they are better able to carry out basic transactions with the communities in which they have been placed. – **Page 2**

The Everyman Theatre has been working in both Gloucester and Cheltenham for several years in community settings to use drama and simple games as a way to encourage speaking in a safe and relaxed environment. Their new community setting in Cheltenham will increase accessibility to more activities.

As part of the new arrangements, GARAS' Volunteer Co-ordinator will work to grow more accessible ESOL provision. GARAS will develop a group formed of current providers to work together to identify gaps in provision and and work together to reduce these gaps and provide more accessible opportunities to learn. This could include increasing access to activities where a goal is to support more use of spoken English through, for example, sporting opportunities or in cooking together.

Further opportunities to increase the use of language skills are identified in the section around integration where activities provided at Friendship Cafe, for instance in the Sewing Group requires conversation to increase the use of the English Language.

For clients with higher levels of English but wanting to prepare for University or Further Education, to improve their Training abilities, to access specialist courses or work in the future in various fields GARAS has a recognised number of IELTS (International English Language Testing System) teachers who can assist these clients to develop and improve their existing skills and prepare for their life once they have had their claims approved.

Integration recognises the depth of every individual and their own specific faith, interests, experiences and what is raised by them.

### **Raising Awareness**

From the organisation's inception an important element of the work of GARAS has been to raise awareness of the situation faced by those seeking asylum and living as refugees in our communities. Therefore various staff and Trustees will continue to provide talks in a number of settings. These include but are not limited to schools, Gloucestershire University, places of worship, Rotary Clubs, political groups, trades unions, women's groups and online. These are just examples of what helps spread the word and encourages the public to understand and therefore be welcoming.

### **Faith**

For 90% of our client group their faith is a key part of how they identify themselves and how they experience life. This means accessing a place of worship is very important immediately.

Over the past 25 years we have built relationships with places of worship in both Gloucester and Cheltenham so we can identify a number of places of worship for a client that recognises their specific faith and which have been responsive and welcoming of asylum seekers.

To assist with that GARAS has a quarterly meeting with faith leaders who explicitly shown an interest in assisting and understanding asylum seekers' needs and have found ways to help with welcoming into communities. This means from day one people have felt a familiarity with their own faith. Some places of worship provide shared meals or have started ESOL classes as part of their keenness to help welcome newcomers. For some communities such as the Eritrean the need to worship in an Orthodox setting means that services are harder to find and so introducing to local people is important. Often long standing members will assist with taking clients to places of worship further away. This can also be the situation for Sikhs where going to Bristol or Birmingham occasionally can help remove the feeling of isolation.

Ensuring Clients are invited to places to break the Fast during Ramadan and the big shared events for both Eid celebrations means being part of the local Muslim Community celebrating together.

### **Sports activities**

Being fit and healthy is as important to an asylum seeker as to any other community. Therefore helping to find options is important. Obviously expense makes this more problematic.

However there are very simple and practical actions that can be taken – a grant towards a pair of trainers, a football, or cricket equipment can mean exercise and community becomes accessible. Playing in parks rapidly builds new and local communities. The growth of Park Run and Park outdoor gyms has made a huge difference – so identifying these helps. Helping a client enrol for their first Park-run means that quickly they meet a like minded community. It can also lead to joining other sports clubs. On a number of occasions first class athletes have been noted at Park Runs and invited then to join a local athletics club who then assist with equipment. We also have local groups and clubs who run activities such as football where they will welcome new members and so referrals can be made to them.

### **Identity**

For those from the LGBTQ+ Community this might be the first time they have been able to meet in safety with other people from the community. Once someone has identified as from that community we can refer to our specialist LGBTQ+ Volunteers who will introduce those who wish to to join GGLA (Gloucestershire

Lesbian and Gay Association). They meet fortnightly and also arrange other activities. GARAS also attends Pride and invites clients to attend.

Another identity is a client's ethnicity, and with some groups there are established groups already developed over many years. For instance, although the number of Ukrainians who came through the asylum route is very small, we have been able to introduce them to the Ukrainian Association nearby. There is also established Tamil group as well and linking Tamils from Sri Lanka to this group helps them to settle.

Recently the Eritrean community has started to use the GARAS premises on a Friday afternoon to meet with new Eritreans to help them feel welcome and also to navigate attending worship as this is very important to many of them. Sometimes this can be as simple as helping clients find local shops that stock familiar foods or are part of their ethnic or national community.

### **Specific groups**

There are local groups and charities across both Gloucester and Cheltenham that make an immediate difference as individuals seek to integrate. In Cheltenham there is, for instance, Cheltenham Welcomes Refugees and the Everyman Theatre, where activities help to improve skills, grow the community that you are aware of and find new friends.

In Gloucester the Friendship Cafe is a community organisation with many different activities that offer a welcome to GARAS clients. Sewing groups for women, swimming groups for both sexes, youth activities are amongst the opportunities they provide.

Young Gloucestershire are able to support young people up to the age of 25 – their King's Trust activities are an amazing opportunity for young people to meet and befriend British young people over several weeks of the courses so contacting and assisting with applications are another option towards integration.

### **Events**

As mentioned before we keep abreast of events that are happening across both Cheltenham and Gloucester. These are often amazing ways to help people find groups of similar interest. So festivals such as Voices Project in Gloucester or attending the Science Festival in Cheltenham is a great opportunity. On the back off these clients have joined Music Works or art groups linked with their specific interests. So GARAS has a Community Group with a notice board so all can see anonymously any events coming up. Recent posts include Outdoor activities for Toddler(and parents), Strike a Light events and Wilson Nights Art Workshops in Cheltenham.

Refugee Week in both Gloucester and Cheltenham is a wonderful opportunity for working together on projects with people across many communities and the preparation for these events is a shared experience, so for instance, the recent Moomins event in Gloucester saw clients working with Gloucester residents in building a raft in the docks together, designing flyers and working in shared teams. Last year a glorious kite flying event on Crickley Hill had been preceded with kite making workshops over several weeks.

Supplier Response – Q.4 (e) Please describe how you facilitate (or would facilitate) volunteering within your organisation, and in particular please quantify and state how volunteers support (or would support) this service as detailed within our specification. - **Page 1**

GARAS' origins are as an organisation working with volunteers. Our volunteers provide many different kinds of support and we could not provide all we do without this additional help. Currently around 40 volunteers support the work of GARAS

**First contact:** The first people most asylum seekers meet when arriving at GARAS premises are our volunteer welcomers. It has always been vital to our recognition of ourselves that clients meet a welcomer and not a receptionist. We drink (even biscuits !) while waiting, and an opportunity to chat with someone in a comfortable and welcoming way without being intrusive. The welcomers also manage the reception function, sorting out the order of being seen by the relevant person in an efficient but kindly manner. A volunteer also helps within the waiting area setting to triage clients, ensuring they are seen quickly by the right member of staff and also whether their issue is something a volunteer can assist with more promptly, in order to reduce waiting times.

**Learning:** Other volunteers assist with our ESOL provision to young people on site and the Youth Group along with teachers in hotels. These teachers are lead by experienced retired teachers who share their skills and guide volunteers through what helps with a class, be that listening to reading or helping with writing.

Some teachers support those preparing for exams: a former head teacher helps children preparing for GCSE's and A levels while others can assist those preparing for IELTS – the level of English proficiency required for access to university. This more focused work recognises the specific skills the clients may need to develop. Maths tutoring recognises that often the socio-linguistic context of the maths questions needs to be understood.

**Support:** Sometimes volunteers assist with taking clients to appointments or events. A familiar face at an event helps a client to feel welcome and more able to meet new people for themselves. Other volunteers assist with their IT skills or assist clients to navigate applications for provisional driving licences when they are permitted to do so.

An amazing project has been a bike project run by a volunteer. Donated bicycles are checked, overhauled, repaired or disposed of (if not safe) and given to clients needing the possibility of more accessibility. Not only has this been an opportunity to use volunteers but they have been teaching clients repair skills.

We are currently building a team of volunteers to assist with small gardening jobs and the aim is to have clients join this to assist their well being. A volunteer helps with small tasks on site which helps supports the on going work in the organisation, there is also a volunteer that takes second hand , good quality, donated curtains and fits them for the property of clients who are moving on into their new properties once they have leave to remain.

Historically we have had a qualified nurse volunteer to assist clients navigating health systems and to find ways to accurately describe their symptoms helping them when they are actually in appointments to reach better results. Currently we have a new volunteer relaunching this as a service.

Volunteers often have language skills they can use and are delighted to do so which sometimes lead to their becoming formally recognised interpreters.

**Clients as volunteers:** We encourage asylum seekers to find volunteering opportunities. On site at GARAS there are a small number of opportunities, but volunteering with other organisations is another way for clients to integrate into new communities, improve their English skills and fill the hours of boredom! GARAS has a member of staff whose role is to look for employment, training and volunteering opportunities. This leads several clients to volunteering in second hand shops, with the Canal and River Trust, helping at the City Farm or in many other possible venues. Recently some opportunities have included volunteering at the local hospitals.

Supplier Response – Q.4 (f) How would you integrate our contract service specification into the existing service(s) you provide, and what added value (if any) would this bring? - **Page 1**

We believe that we are the perfect supplier of this service as we would be able to continue and build on the services we already provide. The service has been developed over 26 years, and would provide a stable financial footing for further developments.

Funding for asylum seeker support is always a challenge to maintain as fashions change in grant makers' plans. The Home Office now acknowledges that local support is needed to support asylum seekers, especially given the impact that dispersal can have on a community so it is right that this should then be acknowledged in support to an agency to provide the work.

A one-off grant two years ago made it possible to increase the size of the Advice team and what it has shown is how essential this team has become, and how busy they are. Therefore, we propose to use the funding to support three advice workers and one dedicated Women's advice worker along with the associated costs. This would create stability in the provision of Advice Services to asylum seekers across both Gloucester and Cheltenham for the next two and half years and into the future as Dispersal continues to be the Home Office's preferred method of housing asylum seekers.

GARAS already has a skilled, trained, qualified and experienced advice team, prepared and committed to maintain this work. Asylum seekers have shown consistency in their feedback to us that GARAS is *their* preferred provider. This trust and reliance on the team is shown by the fact that clients bring their friends from other parts of the country to GARAS when they are concerned about the support or lack they have experienced elsewhere.

GARAS has a successful track record of integrating the advice service with other services to refugees, from Unaccompanied Asylum Seeking Children (UASC) to those who are arriving on other routes. So if in the course of this developing work with asylum seekers we find young people housed as adults instead of in the care of social services we can immediately refer them to the internal and existing team supporting UASC and with them ensure a Multi Agency Referral Form (MARF) is completed as soon as possible and social services are notified and the children taken into the care of the County Council and the ongoing support of the dedicated UASC team.

If an asylum seeker gains a positive decision GARAS has a pre-existing commissioned service with the County Council to support the "moving on" work. This means recognising the various and appropriate letters and confirmation required from the Home Office and starting to help the individual as they begin to transition into new accommodation, away from asylum support, on to benefits and the world of work. This existing integration means that the client journey is as smooth as possible and avoids the concerns that can happen elsewhere where the client finds themselves unsure of next steps or nervous of going to another service when now ready to yet.

Our internal Employment, training and Volunteering staff member is also in a position to help clients into volunteering before they have permission to work, using our existing internal referral process.

With respect to mental health and emotional well-being issues the existing internal referral process means that a member of staff can make a referral into the Therapy team and be in position to easily maintain the conversation if working on producing evidence towards the asylum claim. We continue to develop and grow this interaction, currently bringing the Therapists referral mechanism into the GARAS CRM.

GARAS has a service providing support to Ukrainians on the Homes for Ukraine scheme and to those arriving on Resettlement Programmes. While the experiences of the different groups are different regarding the method of arrival and the nature of Immigration status from the beginning of the clients new life in the UK and in Gloucestershire, there are strong advantages of maintaining and growing the work done together.

As a Team the GARAS staff train together in areas of mutual understanding. No matter the route of arrival those who have had to leave their home countries due to forced migration, war, violence and other political reasons all face the distress of multiple bereavements. All have lost so much of what they hold dear.

Supplier Response – Q.4 (f) How would you integrate our contract service specification into the existing service(s) you provide, and what added value (if any) would this bring? - **Page 2**

They have lost family members, their place in their community, education opportunities or profession, and also the loss of the financial stability they may once have had. Therefore for the GARAS team to learn together through training opportunities tailor made to this cohort is an important part of the integration of services.

GARAS believes this integration within the and between the various teams is so necessary that there is a weekly full team meeting. where we can all share training that has been completed that is of mutual interest, policy changes in how the organisation is run, commitment to our mutual green agenda. Despite the different routes of arrival many clients come from the same countries- for instance we are currently welcoming many Afghans into the country on our Afghan Resettlement project - and as we have an established Afghan community grown over many years the interconnection and support can be mutually beneficial.

Recently the decision making for Syrians was restarted after a pause for over 9 months, this had a serious impact on both our asylum and resettlement work. Therefore the integrated work of maintaining regular and up to date understanding of Government policies and procedures meant we could inform those affected at both ends of the Government decision process.

In the same way when a small number of Ukrainians arrived into the county as asylum seekers we could very quickly introduce them to the Ukrainian Association that we had come to know through that project. This work will be grown and developed as part of the re-framed service.

GARAS believes good co-ordinated working relationships splits into three distinct groups – Local, regional and national. We believe we have a track record to show that we have been developing this relationships over many years.

**Local relationships:** Over 26 years GARAS has built relationships across both statutory and voluntary sector. In 1999 the first Asylum Forum was started and hosted by Gloucestershire County Council and although that has changed and been altered through development and various consultations GARAS has been at the heart of all of the versions of the Migration Forums and structure within the Councils. Our role there has always been to advocate for our clients and to ensure their voice is heard. It is also to be able to voice clearly what is actually happening on the ground when that may not be as expressed elsewhere.

Thus we have maintained relationships with both County and District Councils, and with other sectors such as health, both physical and mental health services. Education has been represented on these forums and we have worked with the LEA and with those in ESOL provision at GlosCol.

For asylum seekers their past experience of interacting with police in the past may be very different to that experienced in the UK, so working with Gloucestershire Police is really important. Firstly we want asylum seekers to learn to trust the police and feel they can report crime that they experience and the other is to assist them to understand what it means to live in the UK and what the law says. Therefore GARAS has always had links to bridge these issues. That means a police officer being able to pop into the premises to chat usually out of uniform. It also means having sessions where the police can talk with asylum seekers through the law in a way that can be safely interactive and with reliable interpreters. It also involves having a contact to find out what is happening in a particular police matter that might be worrying or where someone is trying to understand fraud or Anti social Behaviour Orders. (ASBOs)

It has also been encouraging to be part of the discussions and process as Cheltenham and Gloucester worked towards becoming Cities/towns of Sanctuary.

GARAS has also forged excellent relationships with Gloucester University: in the opportunities to talk to different departments as part of their curriculum, to be part of their University of Sanctuary group and to assist advising the pastoral team on specific issues of concern.

In the voluntary sector we have relationships across the board. In advice provision in the county we have long had relationships with Gloucestershire CAB and with the demise of Gloucester Law Centre, now with Wiltshire Law Centre who picked up that baton. GARAS also sits on the local Financial Inclusion group looking for ways to support those in financial hardship.

GARAS is part of the VCS Alliance of voluntary organisations, and work with GRCC. WE also have a partnership with Barnwood Trust which means we are in a position to help receive grants towards assisting those struggling and meeting the criteria Barnwood set. This makes a significant difference. GARAS is also aware of several other local smaller funders that can provide for specific needs.

In various places we work with organisations such as CCP, in particular as partners in housing those granted refugee status. But we also work with P3, and Julian House. We refer clients in need of support to VIA and we closely work with GDASS for those clients who are experiencing domestic abuse and have immigration issues as well together we create a partnership that improves the life of the individual.



**Regional relationships:** GARAS has been involved with the South West Migration Partnership since its inception. We now attend all the relevant meetings being able to input. In particular this can be a very useful place to raise issues of concern that are impacting on clients and this we do in partnership with other agencies in the south west working in this field. The significant players are the Harbour in Swindon, DCRS in Plymouth, RSD in Exeter and Bristol Refugee Rights in Bristol. Together we collate data which can bring real life situations to the attention of decision makers and strive for change. We also visit each other's premises to learn how to improve our services and to see what works and what can be developed.

For the past two years GARAS has been part of a project called the South West Immigration Alliance (SWIA). This has brought together a number of organisations and voluntary sector groups working in the South West. This includes legal practitioners and experts who can help build and develop work for more complex cases. This can include those who have been here many years and need extra legal support to prove their claims for instance. In the alliance we meet together four times a year, to train and look at how we can all upskill to become even better at providing the right and relevant service.

Until recently GARAS was part of a project called Routes to Wellness which was developed out of Plymouth University with GARAS as the chosen external partner, with Gloucestershire the additional geographic area. The aim is to continue this work and to continue a project that trains former clients to become mentors of new arrivals, therefore improving the lives and integration of those arriving as asylum seekers. This has now a proven track record and therefore GARAS has already been written into the future funding bid from the University of Plymouth.

**National relationships:** GARAS already has 25 years of holding our formal accreditation through enrolment on OISC, now known as IAA – Immigration Advice Authority. This is a national requirement for agencies and legal practitioners to provide advice in this field. Therefore we ensure that our staff are trained and pass the relevant examination in the Asylum field. We also maintain the membership through the provision of information being available across the Authority. In order to keep this accreditation we must also complete a bi-annual inspection completed by AQS, an approved examiner by the IAA.

The world of Immigration advice is constantly changing. The legal policies and laws developed by the UK government means there is a requirement of GARAS to keep abreast of this. GARAS does this through membership of a number of national bodies. ILPA – Immigration Legal Practitioners Association, provides regular newsletters and exceptional training. Other memberships at national level include Right to Remain and Asylum Aid. CORAM also provides us with information regarding the rights of children.

GARAS is also a member of NACCOM a body working to minimise homelessness within this cohort. They also have a national conference which is a useful opportunity for joint training, sharing and learning.

Criterion	Question Number	Weighting	Maximum Available	Score	Total Page Limit
Scored	5	3	15		2
Title	Staffing and Safety				
5	<p><b>Requirements:</b> - As detailed in points 6.9. Staffing and 6.10. Health &amp; Safety of the Specification.</p> <p>Suppliers are required to describe how your organisation's policies and procedures will relate to and ensure that those people who you anticipate will be appointed (from your current employees and those who may be specifically recruited) will deliver your proposed service and will be appropriately skilled and supported to deliver best practice. You should include reference to recruitment, induction, any required pre-employment checks, training and development, supervision and performance management, and retention.</p>				

GARAS has developed robust policies to recruit and retain staff.

**Recruitment:** GARAS advertises posts in media that are attractive to those seeking to work in the field. There is a properly created job description that recognises the needs of the post. Job descriptions have been developed over several years and are regularly reviewed in the light of changing circumstances. Recent Exit Interviews have confirmed the JD matched the experience. A clear job specification is created and designed to identify the skill set needed for this work. The candidate is assessed against these criteria.

The Application provides an opportunity to recognise relevant qualifications and the interview and follow up can offer training to those not yet reaching the relevant standard but moving towards it.

GARAS advertises for staff through a number of well recognised and appropriate channels. This includes Charity Jobs and networks developed through our partnership working. Adverts are both locally and nationally advertised. GARAS also looks for knowledge and a commitment to working with asylum seekers that can be shown through previous experience, volunteering and developing knowledge base. This will assist in the shortlisting process.

Interview panels are made up of a Trustee, the Director and the Team Manager. All candidates have the same process and the process is designed to ensure that we can recognise a commitment and passion for the work, skills, training and also transferable skills. The interview will include scenarios that help to see the response to some of the very real challenges of work. A task appropriate to the post may also be planned in advance.

All those employed will need to have provided two references – of which one must be from a previous or current employer. They will also be required to complete and maintain an acceptable enhanced DBS, suitable for both adult and children's work.

Therefore all advice workers in the asylum team will be required to meet the Level One Asylum qualification. We intend to maintain the team we currently have and wish to develop as we believe they already hold the training and skills to manage and to provide what is needed in this project.

**Induction:** GARAS prepares an Induction timetable for all new employees. There is also an Induction plan designed to start to help the new employee navigate the GARAS "World". This will include some compulsory training around De-Escalation Training, Safeguarding Training if not up to date, IOM training on the process, and Prevent Training.

There is also training on the CRM that GARAS uses and this will include submitting a safeguarding concern. The first few weeks of starting at GARAS will also include time with other GARAS teams to help understand the nature of the work across the organisation and start that cross team working that is beneficial. Opportunities for shadowing form a significant part of the induction process. This includes spending time with volunteers who can often have more information and support.

Supervision is provided on a regular basis for all staff at GARAS. For all probationers this will be monthly during the Induction process. Shadowing will also include meeting relevant partners and the therapy team.

**Training:** Training is a very important and encouraged part of the GARAS work. This will initially focus on the specific areas of the role - so for work in asylum advice it is imperative that staff complete their training and exams in the IAA requirements. For those involved in providing benefits advice, training will be provided by CAB and Shelter and other very experienced and recognised providers.

As soon as possible training is provided in Trauma informed Practice and Mental Health First Aid. Where appropriate staff will also complete DASH training.

Ongoing CPD is encouraged and supported. This will be in areas of law for instance, but can also develop into areas of specific interest or relevance. Representatives from each GARAS team have been training in working to support “lived experience” work. The significant numbers of areas for personal development and for maintaining good practice within the organisation reveal again how much the work of GARAS is intersectional. Areas of specific training have included IDVS training and Housing legislation.

Every week along with the whole team meetings is a meeting that focuses on the specific needs with each team - so every week the advice team look at the week ahead, any new Government Legislation coming up, any changes or experiences the teams are having, clients of concern and checking the list of solicitors is up to date and are there any safeguarding concerns.

**Supervision:** Staff are supervised by their Line Managers using a proforma developed over the years which encourages reflection on how the job is going, and what is needing support with. It looks at work with staff and clients and workload. Is there enough support? Is emotional support needed? Any concerns that might be reflected on to improve the experience of the staff member or the client experience. There is an opportunity to reflect on the job description and to raise training and development needs.

**Reflection and support:** It is important to recognise that this is an area of work with a high emotional workload. The clients have many experiences that may be heard by staff or read in files. Therefore there is a risk of Secondary Trauma and burnout. Firstly we encourage staff to discuss initial concerns immediately on the day they may have heard them. This means not waiting till the next supervision.

Sometimes it can be helpful to have a one-off session with a member of the Therapy Team to discuss matters that have just arisen. Additionally, GARAS will offer the opportunity for more sustained mental well being support through sessions with Psychotherapists or counsellors experienced in this type of work.

In addition Teams have the opportunity to participate in Team Reflective Practice lead by a specialist who can help with that additional support. The Senior Team also has the opportunity to be part of the SMT Reflective Practice sessions.

Once a month all teams will have an Action Learning opportunity to look at a case together, to learn from it and from each other to encourage and develop best practice.

It is the nature of work that some staff will leave the organisation and so an Exit Interview is held, usually with the Director, to help understand why the person is leaving and to learn anything of use that can then be helpful to improve practice.

Criterion	Question Number	Weighting	Maximum Available	Score	Total Page Limit
Scored	6	5	25		2
Title	Safeguarding				
6	<p><b>Requirements:</b> - As detailed in points 6.8. Safeguarding of the Specification.</p> <p>Suppliers are required to describe your organisation's policies, processes and procedures for identifying and managing safeguarding issues (children and adults).</p>				

GARAS response to safeguarding is to ensure that we recognise the vulnerabilities of our client group. The clients face the same types of safeguarding concerns as with any cohort and then there are additional concerns for a number of reasons including cultural and age assessments for young people on their own.

Therefore GARAS has robust updated safeguarding policies for both Adults and Children. These have been checked by our Safeguarding Trainer, a consultant Safeguarding Trainer, Jane Bee Safeguarding Ltd a previous LADO with Gloucestershire County Council

Safeguarding starts from day one so as stated above, all staff and volunteers are required to have references and an up to date DBS, For all staff and for volunteers working directly with clients this will be an Enhanced DBS. Training is provided with Safeguarding Training required and an understanding of the GARAS values where safeguarding sits at the heart of the organisation ethos.

All staff and volunteers are trained to understanding that any situation that may appear to be a potential safeguarding situation must be discussed as soon as possible with the Line Manager and DSL (Designated Safeguarding Lead). Then a plan of action agreed. Information on the role of Safeguarding and identifying the DSL is available to all clients.

Our Safeguarding ethos means understanding the intersectionality of the cultural, language and trauma's that might affect how this is responded to when working with the clients.

Some safeguarding issues begin from the very first interaction with a client. This is particularly the case with **Unaccompanied Asylum Seeking Children (UASC)**. Many of these young people will arrive in Gloucestershire housed in accommodation with adults and therefore it is unsuitable and an immediate risk. An immediate contact is made with Children's Services at Gloucestershire County Council( GCC) and a MARF (Multi Agency Referral Form) is completed and submitted to GCC. Working with the Hotel or housing provider it is imperative that the young person is kept safe until such time as they are moved elsewhere to more suitable accommodation, so maintaining the communication between GARAS and all other parties is vital.. This starts a relationship between GARAS UASC Team and the young person, which will in time, mean also with the allocated social worker, the GCC Health Team and the foster carer or support team.

### **Adults**

While asylum seekers are not recognised as a distinct vulnerable group within safeguarding norms GARAS believes that being unfamiliar with the cultures, language and norms of the new country and area this is a group where being aware of clients potential for abuse is vital to watch out for. This is both as potential victims and as possible perpetrators.

As with any group Domestic Abuse is sadly a regular experience that needs to be addressed. Here we will work with the local services such as GDASS, the police and other relevant agencies to ensure the partner is able to make decisions about their future understanding the protection of the Law. This is particularly relevant where clients may have arrived on a Spousal Visa not recognising they have this protection. This is where the dedicated Women's Lead role can assist and also build a link with Legal Practitioners who can assist with the Immigration Law around their circumstances. This may also involve completing a DASH ( Domestic Abuse and Stalking and Honour Based Violence )form to be submitted with partner agencies. This may also involve working with Gloucester City Council Housing Team to find short term emergency accommodation while more permanent solutions are found..

This raises this additional cultural experiences that add to the potential vulnerabilities. So called Honour Crimes, add to the potential for concerns, this can include family considerations outside the UK. FGM is another cultural experience that needs to be considered, working with GPS and Midwives for instance to be aware of the reality for women who have experienced this abuse. This then needs to be considered for any daughters within the family and protections put in place.

Financial Exploitation is another safeguarding concern especially for those new to the UK, This means being aware of signs of modern day slavery and risks of employment exploitation. Here GARAS makes referrals to Social Services to report into the NRM – National Referral Mechanism. And also working with dedicated teams such as Unseen and the Salvation Army.

### **Children and Families**

GARAS wants to ensure the safety of all children that we work with. Most children beyond those arriving as UASC will be within a family setting, therefore any concerns for any child's welfare should be reported to Social Services in line with best practice and legal requirements. No Secrets is an important bench mark for recognising and highlighting any concerns. This may also be found in discussions with schools that children are attending. GARAS will attend MARAC meetings as providers of additional information.

As above this will be also be found in the situations of Domestic Abuse, neglect and cultural experiences such as forced marriage or FGM.

Another area of concern is for those families in the UK with No Recourse to Public Funds (NRPF) where a family is at risk of homelessness. In these situations a MARF is completed as soon as possible and liaison with the NRPF link at GCC begun.

### **Process**

All staff and volunteers have a duty to report any concerns or revelations to their Line Manager and DSL as soon as possible. They will have informed the party making the disclosure that this will happen.

A plan of action is discussed and relevant parties contacted. This will then be noted on the clients file within the CRM.

A Safeguarding action will be opened, an outline of the case written up and the plan established. The tab requires senior members of the relevant team to be notified and to have read the file as soon as possible. The severity of the situation and monitoring of the situation will be begun, be that notifying Social Services immediately or starting a fact finding investigation. The severity of the situation will be monitored.

Each week all outstanding cases will be checked by the DSLs and checks made. GARAS recognises that the care and protection will remain with Social Services and police, but need to be aware of other threats.

Some safeguarding concerns may be around the housing situation within that provided by the Housing Provider where concerns must also be reported to Safeguarding Leads within ClearSprings/Ready Homes and the Home Office. A copy of these referrals and email conversation will be kept on the file. This can also mean that the Home Office may contact GARAS when they are passing on news to a client and have concerns about how it will be received and therefore ensuring the client is in a safe place to receive that information.

GARAS also maintains a Safety Tab where there are other concerns that may not reach safeguarding thresholds but are of concern – these include risk to self and possible risk to others. This means all staff accessing the file can recognise our internal No Lone working concerns or flag up concerns early – maintaining a watching brief to ensure safeguarding referrals are ready when needed. Therapists can also raise safeguarding and safety concerns, and this may include times when a referral to the Crisis Team or GRIP team is required.

At the heart of the importance of safeguarding our clients and selves is a recognition that the responsibility is multi layered and that identifying the relevant partners to work with or pass over responsibility to is vital and recognising those with the Statutory Responsibility who can make interventions. This also means retaining the ongoing relationship for the long term good with MARAC meetings or other partnership collaborations.

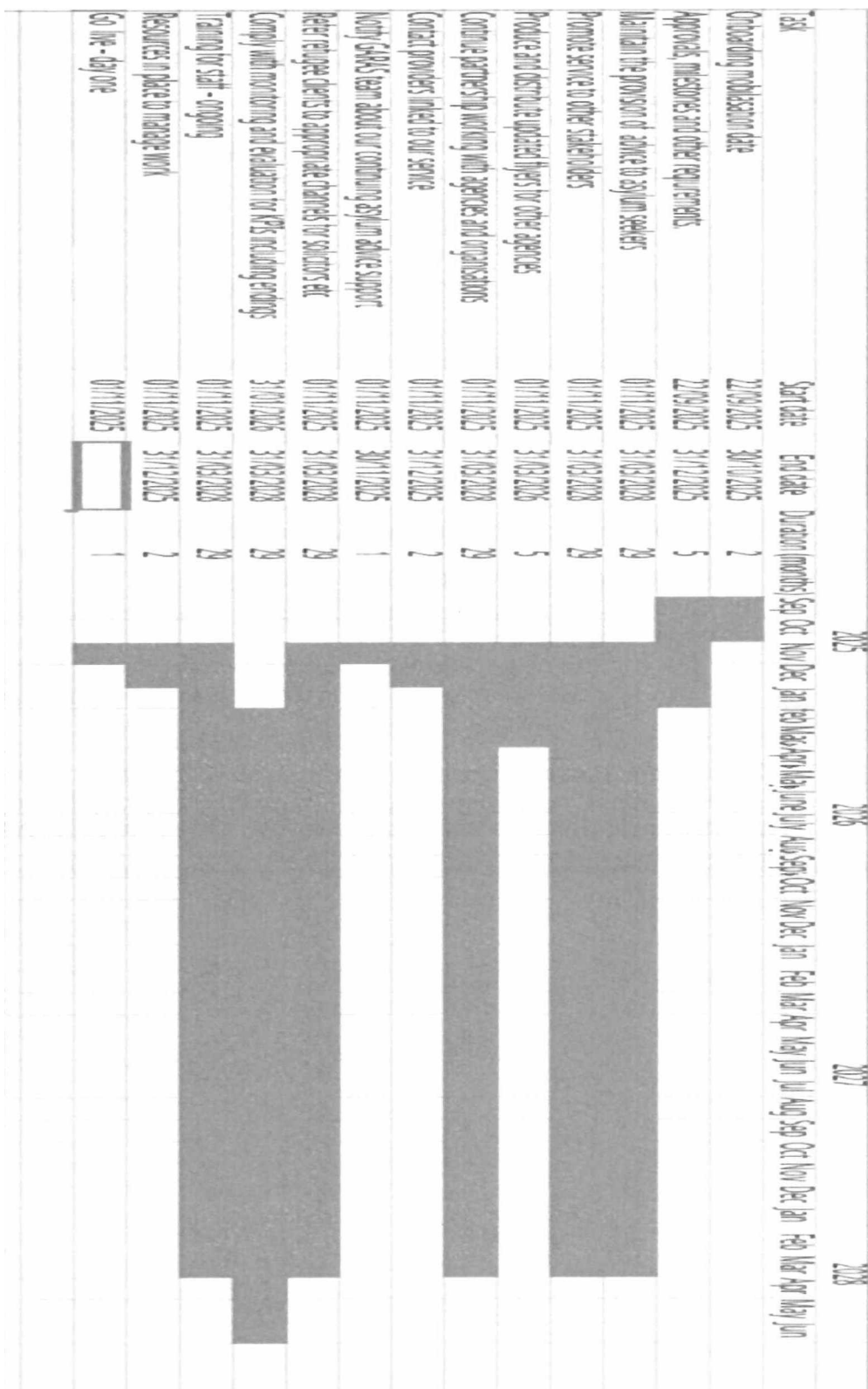
Criterion	Question Number	Weighting	Maximum Score Available	Total Page Limit
Scored	7	3	15	1 (Excluding a copy of the Implementation/Mobilisation/Project Plan)
Title	Service Implementation/Mobilisation and Project Plan			
Supporting Information:	As identified in point 5 titled 'Funding and Term of Contract' Gloucester City and Cheltenham Borough Councils have identified 1 <sup>st</sup> November 2025, as the required commencement date of these services. However, we acknowledge and accept that mobilisation and onboarding of this provision will be subject to several tasks.			
7	<p><b>Requirement:</b> - Gloucester City and Cheltenham Borough Councils require the supplier to provide a detailed mobilisation and onboarding plan, in the format of a Gantt chart or equivalent template, that as a minimum address each of the following: -</p> <ul style="list-style-type: none"> <li>● The project management methodology, ensuring that milestones, approvals/acceptance and sign-off are managed and monitored.</li> <li>● Any tasks and or activities that you are reliant upon the Council to perform and support.</li> <li>● Your approach to risk management (please include examples of how risks and issues will be tracked during the mobilisation and onboarding phase).</li> <li>● Resources required, including how you will ensure that all staff employed have the appropriate skills, knowledge, and confidence to deliver the required services.</li> <li>● All/Any assumptions and or dependencies</li> <li>● The proposed go-live date.</li> </ul> <p><b>Suppliers are required to provide a clear and robust mobilisation and onboarding plan that addresses and incorporates the themes detailed above, together with details of your ability and experience on how best to onboard the service in line with the specification.</b></p>			



## Supplier Response – Q.7 Service Implementation/Mobilisation and Project Plan - Page 1

For the purposes of this plan GARAS has assumed continuation of service and additional processes to build on and improve the service going forward.

GARAS has also assumed that the period of the contract is until March 2028 although has included the finances in the Financial Annex for the further period if the contract were to be extended.



Criterion	Question Number	Weighting	Maximum Available	Score	Total Page Limit
Scored	8	4	20		2
Title	Contract Management, Communications and Stakeholder Engagement				
Supporting Information	Gloucester City and Cheltenham Borough Councils recognise the importance of robust and collaborative working relationships, and are seeking a supplier, who is committed to fostering a united working relationship with the Councils and their allocated team(s) and working partnerships.				
8	<p>Requirements: - We are seeking and require a supplier to provide a written response, that details and explains how you intend to foster a collaborative working relationship with the Councils, including details of how you will: -</p> <ul style="list-style-type: none"> <li>● Establish and develop a working partnership with both Councils.</li> <li>● Manage the successful delivery of the services as defined in our Service Specification.</li> <li>● Collect Service User feedback and how you would use this to inform the ongoing improvement and development of the service.</li> <li>● Commit to and attend liaison/contract review meetings with both Councils.</li> <li>● Make recommendations for improving the services.</li> <li>● Provide support to both Councils when called upon.</li> <li>● Meet or exceed all agreed service levels by: <ul style="list-style-type: none"> <li>o How you collect feedback about and ensure attainment of customer satisfaction.</li> <li>o Seeking and developing opportunities for cost savings, innovation, including environmental and sustainability options, in collaboration with the Council.</li> </ul> </li> </ul> <p><b>Suppliers are required to provide a written response that details how you will establish a robust contract management relationship with both Gloucester City and Cheltenham Borough Councils, and support and embed the abovementioned areas and priorities in the delivery of these services.</b></p>				

### **Maintaining, Developing and Growing Working Partnership with Gloucester City Council and Cheltenham Borough Council**

GARAS has historically established good working relationships with both Gloucester City and Cheltenham Borough Council through various partnership working experiences., at various levels: strategically, and operationally.

Over the years, we have continued this approach, of working with Local Authorities, and now have good relationships across various departments in each Local Authority in the county, as well as West Oxfordshire. These relationships go from Strategic level down to Officers on the ground.

GARAS already has a good working relationship with each, at various levels: strategically, GARAS' Director attends partnership working groups, and sits on several groups including the Gloucestershire Migration Oversight Meeting, Gloucestershire Strategic Migration Partnership, Cheltenham Housing Partnership, Gloucestershire Anti Slavery Partnership, and Prevent . At Officer level, our staff work with Housing Officers, the International Resettlement Co-Ordinator and others. Regular communication is maintained between GARAS and the Housing Strategy and Enabling Officer for Cheltenham and the Housing Regulation, Resettlement and Projects Manager in Gloucester. We also work with the DA and Housing Coordinator.

The Afghan Resettlement Schemes, is a key partnership between GARAS and Gloucester City Council. GARAS has held this contract through the City Council, since this scheme started in 2021, and ongoing throughout the Afghan Resettlement Schemes' various iterations. GARAS has also had a history of maintaining relationships with the Borough Council when housing Syrians on the Vulnerable People's Resettlement Scheme and has received Grants from both Councils over many years, complying with any requirements for holding those grants.

### **Managing the Successful Delivery of the Service**

GARAS has a strong history and track record of successful service delivery. As mentioned above, we have worked with Gloucester City Council, who have the oversight of the Afghan schemes within the county, to deliver the Afghan Resettlement Schemes, which over the past 4 years have welcomed Afghan families into the County with more due to arrive in the County over the next few months.

To do this, we complete monthly KPI statistical and narrative reports, hold regular meetings with the relevant Council Leads and Officers, and go above and beyond in delivering the work on the ground. One of the questions in the KPI narrative reports is what successes have been achieved during the quarter, and we are always delighted to report on things that have gone well in each quarter.

Similarly, we hold the County Council contract for the UKRS and Ukrainian schemes, for which we report and meet in a similar way to the above. We are therefore very experienced in working with Local Authorities, in a robust way.

### **Commit to and attend liaison/contract review meetings with both Councils**

As noted above, we attend regular meetings for the current Schemes for which we hold contracts with Local Authorities. These cover both KPIs and reporting, as well as more general meetings about what is currently working well, what work is upcoming, and what both GARAS and the Partners think could be a good way to creatively change the service for the good of service users.

GARAS has a history of reporting to Council meetings to inform and to answer questions from Members.

Given the rapidly changing nature of work within the asylum world with Government policy and procedure regularly changing it will be imperative to maintain strong links and communication in order to respond rapidly to the changing nature of the work and particularly to ensure a good service remains in place for the asylum seekers themselves.

For this project the Asylum Team Manager will be expected to meet with the Council Leads along with the GARAS Director and Office Manager. who collates the data.

### **Collect Service User Feedback**

GARAS is always open to receiving any feedback from clients; whether positive or constructive. We are keen to continually improve our services, and have made changes to the way that we operate due to the feedback that we have received. For example, we have recently changed the times of drop-in, due to clients saying that they felt

they waited for too long to see Advice Workers. As a result, the day is less rushed for staff, and the waiting room is a calmer place.

GARAS has been growing its work with those with lived experience to ensure that we are listening to the voice of the user. This involves meeting in groups to hear that voice.

Simpler methods also include a Feedback Box (designed and created by a client) in a prominent place in the waiting room, and regularly check it for feedback received. The feedback sheets have been designed for those with English as a Second or Other Language.

GARAS clients often use WhatsApp to deliver feedback, so this is also collated to be able to help us improve our services.

### **Supporting the work of Gloucester City Council and Cheltenham Borough Council**

GARAS is keen to support the Councils through the work that we do. We do this currently in various ways:

- A Housing Officer from Gloucester City Council works from GARAS on a weekly basis, meeting with GARAS' clients onsite. This allows a united approach to the work, as GARAS can input into the Housing Officer's conversations with clients, and vice versa, to ensure the best and fullest wrap around support.
- Our Women's Worker supports victims of domestic abuse who need immigration advice as part of their situation. She works closely with the International Resettlement Co-ordinator at Gloucester City Council. This has ensured safer and more rapid support is available for vulnerable clients.
- A group of GARAS' former clients have, with the help of our Resettlement Team, set up a community group under the umbrella of Cheltenham Borough Homes. CBH have really appreciated this group, and the help and advice that they are able to provide to other CBH residents.

### **Making recommendations for improving the services.**

GARAS has good partnerships with both Local Authorities, which allows for considered conversations on both parties' parts. When it became apparent that the statistical KPI reports for the Afghan Schemes were not serving their purpose, working together with the relevant Officer at the City Council a better way was found to report. Having now used the new reporting system for 2 quarters, it is clear that this was a helpful thing to do, as the reporting is now much clearer, and the trends are more apparent.

### **Seeking and developing opportunities for cost savings, innovation, including environmental and sustainability options, in collaboration with Gloucester City Council and Cheltenham Borough Council**

GARAS is in an excellent position to explore cost savings, as this is how we have always operated: being Third Sector we have always sought to find the cheapest way to provide the best quality of service.

Being a small charity, we are able to be innovative and change the way we operate when necessary, in a quick turnaround. If there is a more effective way to work, we can simply do it, without having to take this through many layers of department for sign off.

GARAS is very proud to be holders of the NUS Green Impact Award at a Platinum Level (we also hold the Gold and Silver Levels, improving by one grade year on year). This shows our commitment to environmental and sustainability options.

Cost saving and sustainability can be seen in our commitment to using recycling for purchasing IT devices or in furniture provision for clients moving on. GARAS also holds a store of donated kitchen items which can be accessed very easily this, again shows a commitment to being sustainable. The Bicycle project shows a commitment to assisting clients access activities cheaply and effectively.

Criterion	Question Number	Weighting	Maximum Available	Score	Total Page Limit
Scored	9	4	20		2
Title	<b>KPI's Reporting and Management Information – Reporting functions and capabilities</b>				
Supporting Information	<p>The purpose and associated funding for these services are predicated on the successfully delivery of a person-centered, Cheltenham and Gloucester Asylum Seeker Support Services, that complements, rather than duplicate the services that are currently commissioned.</p> <p>Accordingly, to enable both Councils to collect management information and data that demonstrates the success of these services, we have included in point 8 of the specification a KPI and Service Credits management approach.</p>				
9	<p><b>Requirements:</b> - Gloucester City and Cheltenham Borough Councils are interested to learn what Management Information and associated reporting functions and capabilities you either have available or will design that will be advantageous to us, for example: -</p> <ol style="list-style-type: none"> <li>1 Sample Reports: Please provide sample reports with 'dummy data' that demonstrate the key reporting features of your solution.</li> <li>2 Customisation: Please explain how your solution allows for customisation of reports to meet specific needs.</li> <li>3 Case Studies: Please share examples of how your other customers, with needs and requirements similar to those of us, have utilised the depth and breadth of data held to produce either bespoke reports or have worked with you to design and build new reports.</li> <li>4 Innovations and Efficiencies: Highlight any efficiencies and innovations your solution offers in reporting and management information practices and procedures.</li> </ol> <p><b>Suppliers are required to provide a written response, which confirms your acceptance of the KPI's, and Service Credits mechanism contained in the specification, together with details of how the points listed above will be addressed and incorporated into your service delivery model.</b></p>				

GARAS has many years' experience of working with Partners, and providing KPIs to them in a timely manner.

**Community Accommodation Based Support (CABS):** We have worked with the County Council on a Community Accommodation Based Support (CABS) contract since 2019. Previously holding a Supporting People Contract from 2008. During this time we have provided quarterly statistical and narrative reports.

**Resettlement Schemes:** Our Resettlement Team started at GARAS in 2015 until the present, and across that time has provided quarterly KPIs (both statistical and narrative reports) for the UKRS and the Afghan Resettlement Schemes. The former we provide to Gloucestershire County Council, and the latter is provided to Gloucester City Council. We have recently (this calendar year) updated the KPIs that we provide to the City Council, to make it easier to track trends.

Both Councils report to South West Migration Partnership, and so we provide information to populate the reports. In addition, the Home Office requests detailed reports on individuals under both schemes, which we are able to provide.

**Ukrainian Team:** Our Ukrainian Team have, in the past few months, set up new KPIs with Gloucestershire County Council to provide relevant and clear data on the way the scheme is running. These KPI reports contain both statistical and narrative data.

**Statistical Reporting:** At GARAS, we believe that the statistical data provides tracking information to allow both ourselves and Partners to see trends over time. Our statistical information can be easily accessed from our bespoke CRM, which gathers information on each and every client. We can change this CRM to allow us to provide specific information for reports (as we did when setting up the Ukrainian KPIs and it became apparent that certain information would be pertinent to the Council).

Sample questions from statistical reports include questions on numbers of clients seen, what type of advice (housing, legal, asylum support, health, etc) was given, the method of contact that clients used, and questions around education, community integration, access to ESOL, and numbers of safeguarding issues.

We envisage that we would also provide data on the countries that clients are from, information on numbers of asylum seeking clients who are granted Refugee Status, Humanitarian Protection, or other status. We would also be able to report on safeguarding trends that we see in terms of the number of Unaccompanied Asylum Seeking Children who have been placed into adult accommodation. We would hope to create the KPIs together with the Councils, to meet the reporting requirements as necessary.

**Narrative Reporting:** In our view, some of the most valuable information comes from the narrative reports. These allow us to expand on the statistics, putting the information into context as well as giving a deeper delve into specific areas.

Sample questions for these reports typically provide information on successes and challenges over the quarter, questions around safeguarding cases, priorities for the current reporting period and the following quarter, as well as explanatory information on the statistical data. These answers allow for an explanation of the data, and fuller reporting of the trends and tracking data.

#### **Dummy Data Report**

We provide, herewith, an example of a statistical data report over the course of a year (4 quarters).

Number of clients seen:	2160	2211	2252	2279
Number of new clients registered:	55	62	100	54
Number of advice sessions given on:				
immigration	947	964	971	1158
health	542	524	568	557

The above report would show in a simple way that the number of clients seen had increased across the year, which may have been at least partly due to the number of new clients who had registered at GARAS. The narrative would be the place to explain that 100 new clients were registered due to additional dispersal accommodation, or a new asylum hotel opening in the county.

With regards to the types of advice given, the above dummy data shows that immigration advice is more regularly given at GARAS, and maybe the narrative report would show that additional immigration advice was given in the 4th quarter due to a change in Government policy or a new law being enacted (as has happened fairly regularly over the past few years). Narrative reports and case studies over the past 18 months would have shown the effect(s) that the Rwanda Bill and the Illegal Migration Act had on clients, for example, which would have been highlighted by the statistical data. The national picture of Government policy may have also impacted the higher levels of clients seen in the final quarter, as more clients may have come to GARAS for advice more regularly on specific immigration issues.

If a report were to ask for information about the top 5 nationalities that GARAS had worked with over the past quarter, then across the time frame of this support service the Local Authorities could track whether these remained the same or were different. One of the notable things at GARAS is to see how our clientele changes depending on what global events are happening. For example, in the 1980s we worked with many women who had fled the violence in DRC. More recently, from 2021, when the Taliban took back control of Afghanistan, we have welcomed a significant number of Afghans to our centre. Similarly, around 6 months after the civil war and violence re=erupted in Sudan in 2023, the number of Sudanese clients increased.

### **Case Studies**

Clearly, clients are more than just data. This is where more empathetic and three dimensional case studies become essential. Case studies are an excellent way to put the impact of the funding into perspective – after all, GARAS works with individual clients, so outlining the difference that our work has made in someone's life is a good way to actually see the individual impact that we make, which could then be measured against the number of clients that we have seen during that quarter to have a full picture. And a greater understanding of the impact.

### **Additional Reporting to External Agencies**

GARAS has received many grants, of varying sizes, over the years, and always provides the reports as per the grant requirements in a timely manner. Typically, these reports would include a case study of the type of work done, particularly if the grant covers part of a salary, as this helps to further explain the work that the grant has enabled.

Criterion	Question Number	Weighting	Maximum Available Score	Total Page Limit
Scored	10	3	15	1
Title	Social Value			
Supporting Information	<p>The purpose of the Public Services (Social Value) Act 2012 is to improve the economic, social, and environmental wellbeing of the relevant area. The Act informs an approach and mechanism of how organisations and individuals, can make a conscious and positive effect by adding Social Value principles, which contribute to the long-term wellbeing and resilience of individuals, the local community, and the environment. For your information, we have included below the links for Gloucester City and Cheltenham Borough Councils Social Value Policies.</p> <p><a href="#">gloucester-city-council-social-value-cheltenham social_value</a></p>			
10	<p>Requirements: - Both Councils are seeking a supplier, who understands and is committed to the following key areas and priorities on how organisations can adopt and embed Social Value practices and procedures as 'business as usual' standards.</p> <ul style="list-style-type: none"> <li>o Tackling economic inequality, including creating new businesses, jobs, and skills, as well as increasing supply chain resilience.</li> <li>o Fighting climate change and reducing waste.</li> <li>o Driving equal opportunity, including reducing the disability employment gap and tackling workforce inequality. Improving health, wellbeing, and community integration.</li> </ul> <p><b>Suppliers are required to provide a written response that details how you will ensure the abovementioned Social Value key areas and priorities with be incorporated and managed in the delivery of these services.</b></p> <p><b>In addition, please include examples of how you currently embed and deliver Social Value, together with the benefits such practices have achieved.</b></p> <p><b>Should a supplier wish to present this diagrammatically in support of the response; suppliers may do so by including a single side of A4, (which will not be included in the page limit)</b></p>			



GARAS believes that building social value is at the heart of what we do, although as a small organisation we are committed to being a good employer and improving lives for those we employ and improving the community around us. All our staff, including our cleaner, are paid above the Real Living wage.

Our commitment to working with newly granted refugees and helping them find opportunities means we are contributing to our local community. We have encouraged entrepreneurship with clients starting their own businesses with support. So there are currently tailors and chefs using their skills across Gloucestershire as a result of our assistance. In addition, building relationships with local employers to encourage them to employ refugees is important. Gloucester Services and Emma Willis are amongst local employers who have benefited in this partnership approach.

We also encourage and support work experience opportunities. This includes around four school students a year - years 12/13 - for a week's placement. We also work with Gloucestershire University to have a number of Social Work students a year, both at undergraduate and Masters levels.

Our purchasing power is not significant but within our Resettlement work we work with local recycling charities such as Furniture Recycling and Emmaus to assist in furnishing properties. We use quality local companies to carpet at competitive prices. As part of the welcome for new families, families who are already settling produce a meal. For clothing and baby items we work with Gloucestershire Bundles who accept good quality second hand items that can make all the difference to a struggling young family. We also provide clients with fewer resources with a voucher for Salvation Army and Elim Second Hand shops. This is an agreement we have developed to help both clients and local charities.

Where possible we purchase good quality second hand IT equipment from Back Market and for clients we receive donated laptops and phones and have them refurbished to be able to give out to clients.

We attempt to reduce, reuse and recycle wherever we can. We have a small garden for staff and clients to enjoy and we have a compost system to improve the soil. We also have a water butt to save rain water. We receive food from Fare Shares that was destined to go to Landfill and this high quality food can be given to those in need.

We have a bicycle project that takes donated bikes, refurbishes them and is able to donate to clients to assist them to get around. We encourage the use of public transport or cycling for clients, some staff journeys within the role make this harder but where we can we will walk to appointments. Second hand kitchen equipment is also gratefully received to help those starting out and a volunteer uses donated curtains to measure and fit in the properties of clients starting out.

In 2021 and 2022 GARAS was given awards for the work we have been doing to commit to reducing our footprint.

We also accept donations of other items, suitcases for those moving, furniture for those setting up a new home,

Our waste is properly disposed of meeting the legal requirements for a business.

Given the nature of the work we want to encourage self care and resilience. We support our team with Reflective Practice and Action Learning is embedded in the team work. Counselling one to one is available. We are also developing our knowledge of disabilities and neuro-diversities so we can support the team to have the best workplace they can experience.

**Suppliers are required to complete this section, and return this document as their PSQ submission**

No.	Question	Supplier Response
<b>Preliminary questions</b>		
1.	What is your name? (supplier name)	GARAS (Gloucestershire Action for Refugees and Asylum Seekers)
2.	<i>You must be registered on the central digital platform (CDP).</i>	
	What is your central digital platform unique identifier?	PCVM-3766-LCBG
3.	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.	single
	If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:	not applicable
	a. the name of the group/consortium	not applicable
	b. the proposed structure of the group/consortium, including the legal structure where applicable	not applicable
	c. the name of the lead member in the group/consortium	not applicable
	d. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)	not applicable
4.	<b>Where applicable</b> Please confirm which lot(s) you wish to bid for?	not applicable
5.	Are you on the debarment list? <b>Yes or No</b>	no
	<b>If yes, insert details</b>	
<b>Part 1 – confirmation of core supplier information</b>		
	You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).	bjJ6c8zD
	This includes:	
	a. basic information	see share code
	b. economic and financial standing information	see share code

6.	c. connected person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies)	not applicable
	d. exclusion grounds information	not applicable
	Please confirm you have shared this information with us.	see share code
<b>Part 2 – additional exclusions information</b>		
<b>Part 2A – associated persons</b>		
7.	Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).	not applicable
	<b>The conditions of participation are outlined in Part 3</b>	
	If so, please complete <b>Q8, Q9 &amp; Q10</b> (otherwise <b>Q8, Q9 &amp; Q10</b> are not applicable).	
8.	For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy.	not applicable
	<b>[Insert name of supplier and brief description]</b>	not applicable
	<b>[Insert name of supplier and brief description]</b>	not applicable
9.	For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):	not applicable
	a. basic information	not applicable
	b. economic and financial standing information	not applicable
	(if they are being relied upon to meet conditions of participation regarding financial capacity)	not applicable
	c. connected person information	not applicable
	d. exclusion grounds information	not applicable
	<b>[Insert name of supplier and reference / file name]</b>	not applicable
10.	Are any of your associated persons on the debarment list? <b>Yes or No</b>	no
	<b>[If yes, insert details]</b>	
<b>Part 2B – list of all intended sub-contractors</b>		

11.	Please provide:	
	a. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)	not applicable
	b. their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number, charity number, VAT registration number, or equivalent	not applicable
	c. a brief description of their intended role in the performance of the contract	not applicable
	If you are not intending to sub-contract the performance of all or part of the contract, then this question and Q12 are not applicable.	n
	If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.	
	[Insert name of supplier – unique identifier – brief description]	
	[Insert name of supplier – unique identifier – brief description]	
12.	Please confirm if any intended sub-contractor is on the debarment list. [Insert Yes or No]	
	The debarment list can be found here [insert link]	
	[If yes, insert sub-contractor(s) name and provide details]	
<b>Confirmations</b>		
32.	I confirm that:	
	<ul style="list-style-type: none"> <li>to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading</li> </ul>	yes
	<ul style="list-style-type: none"> <li>upon request and without delay I will provide any additional information requested of us</li> </ul>	yes
	<ul style="list-style-type: none"> <li>I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement</li> </ul>	yes

	<ul style="list-style-type: none"> <li>I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement - <b>Yes or No</b></li> </ul>	yes
--	--	-----

<b>Signed</b>		Adele Owen
<b>Date</b>		28/07/25
<b>Name</b>		Adele Owen
<b>Role</b>		Director
<b>Phone number</b>		07909 147656
<b>Email</b>		<a href="mailto:info@garas.org.uk">info@garas.org.uk</a>
<b>Postal address</b>		GARAS, The Trust Centre, Falkner St, Gloucester, GL1 4SQ

**This section is for completion by Gloucester City Council only**

[Insert Supplier Name] - Due Dilligence/ Assessment	Pass/Fail/Score
Information Provided Accepted	

[illegible]




[illegible]

**Part 3A Standard Questions – Questions Relating to Conditions of Participation –**

Part 3A Standard Questions			
Financial Capacity			
	Are you relying on another supplier to act as a guarantor?		
	no		
1	If so, please provide their name and evidence of their economic and financial standing. Supplier Response:- [If yes, insert reference / file name]		
	<b>Insurance</b>	<b>Requirements</b>	<b>Assessment</b>
	<p>Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance* = £10 million</p> <p>Public Liability Insurance = £5 million</p> <p>Professional Indemnity Insurance = £5 million</p> <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: <a href="http://www.hse.gov.uk/pubns/hse39.pdf">http://www.hse.gov.uk/pubns/hse39.pdf</a></p>	<p>Yes – confirms that you/your organisation have these levels of insurance in place.</p>	For Information
2		Employers Liability – as required	For Information
		<p>Suppliers are required to confirm, that following a contract award, and for the term of the resultant contract that you/your organisation will obtain and maintain the level of insurances detailed in this question? Please also include information on how you will obtain this insurance – e.g. a new quotation and policy or an amendment to your existing policies etc.</p> <p>Supplier Response:- <b>Please Select either Yes /</b></p>	Pass/Fail
<b>Legal Capacity - Information Governance and GDPR</b>			
			<b>Assessment</b>

<p>Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects.</p> <p>Your response should include, but should not be limited to facilities and measures: -</p>	Yes		<p>Supplier Response:- Please Select either Yes / No (Please note that an answer of No will result in a Fail) please do this be removing either Yes o No</p>	
	Yes	No		
	Yes			
	Yes			
	Yes			
	Yes			
	Yes			
	Yes			
	Yes			
	Yes			
<p>to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services</p> <p>to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data where applicable</p> <p>to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable</p> <p>to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place)</p> <p>to maintain records of personal data processing activities</p> <p>to regularly test, assess and evaluate the effectiveness of the above measures</p>	<p>Suppliers are asked to confirm, by placing an 'X' in either the 'Yes' or 'No' column to advise whether the following GDPR Processes and Procedures are documented and adhered too, by internal policies and procedures.</p>		Example Content	Assessment
<p>Do you hold any Information Security accreditation? and or will you have this in place by the award of the contract?</p>	Yes		For Information	

Following the end of the EU transition period, GDPR is retained in domestic law, albeit the UK now has independence to keep the framework under review. The "UK GDPR" sits alongside an amended version of the Data Protection Act 2018. The legislation applies to any processing personal data. Accordingly, the solution must be fully compliant with the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018.	Does a policy outline how your processes and procedures are compliant with the UK General Data Protection Regulation and the Data Protection Act 2018?	Yes		For Information
Securely destroy all Information provided or created under any Contract and no longer required to be retained.	Does a policy outline how the solution is able to securely destroy all Information provided or created under any Contract and no longer required to be retained, based upon the 7-year retention period for financial data.	Yes		For Information
The solution must ensure that any corrupted, lost, or degraded data can be restored in its entirety.	Does a policy outline how the solution would ensure that any corrupted, lost, or degraded data can be restored in its entirety?	Yes		For Information
Do you have or will you have any Privacy Notices in place?		Yes		For Information
Do you have processes and procedures in place to ensure your data is accurate?		Yes		For Information
Do any systems or processes you have/use involve profiling as defined in GDPR?			No	For Information

	Do any systems or processes involve automated decision-making, including the use of AI?				No	For Information
	Will any sub-processors be contracted to support the service?				No	For Information
	The solution must ensure that the data owner has full access to all data stored within the solution.	Does a policy outline how the solution will ensure that the data owner can have full access to all our data stored within your solution?		Yes		For Information
	Copies of your policies and Procedures	Please confirm, whether you are able to share copies of your Information Governance Processes and Procedures, policies, upon request from the Council?		Yes		For Information
	<b>Technical Ability</b>					
	<b>Relevant experience and contract examples</b>					
	Please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).					
	Where this procurement is for goods or services, the examples must be from the past three years.					
	The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.					
4	For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed, or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member).					
	If you cannot provide at least one example of previous contracts, please provide an explanation for this and how you meet the conditions of participation relating to technical ability.					
	[Insert information below]					
	<b>Required Information</b>		Contract 1	Contract 2	Contract 3	

Name of customer organisation who signed the contract	Gloucestershire County Council	Gloucestershire ICB	
Name of supplier who signed the contract	Siobhan Framar	Karl Gluck	
Point of contact in the customer's organisation		Jessica Gane	
Position in the customer's organisation	Director of Public Health	Operational Manager	
Email address	Siobhan.Framar@gloucestershire.gov.uk	kgluck@nhs.net	
Description of contract	Variation Agreement	Provision of Psychological Trauma Service for Refugees and Asylum Seekers	
Contract start date	18/06/24	01/04/25	
Contract completion date	31/03/25	31/03/26	
Estimated contract value	£205,500.00	£130,000.00	

If you cannot provide at least one example of previous contracts that are relevant to the requirement, in no more than 500 words please provide an explanation for this and how you meet the conditions of participation relating to technical ability – e.g. your organisation is a new start-up, or you have provided services in the past but not under a contract.

Supplier Response:-

Experience of sub-contractor management - details of proposed sub-contractors		
If you are proposing to use subcontractors, please provide the details for each one of the following	Please provide details where applicable, or if you are not proposing to use subcontractors – please state 'Not Applicable'	Assessment
1. Name	not applicable	For Information
2. Registration number	not applicable	
3. Registered or head office address	not applicable	
4. Trading status	not applicable	
a. Public limited company	not applicable	
b. Private limited company	not applicable	For Information
c. Limited liability partnership	not applicable	
d. Sole trader	not applicable	
e. Third sector	not applicable	
f. Other (please specify the trading status)	not applicable	
5. Registered VAT number	not applicable	
Experience of sub-contractor management - Management of sub-contractors by the lead organisation		

	Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement, or any others used previously).	Assessment
	The description should include the procedures you use to ensure performance of the contract.	
	not Applicable	For Information
	<b>Organisational standards</b>	
	Gloucester City and Cheltenham Borough Councils require a supplier who are registered with and accredited by the IAA (formerly OISC).	Assessment
6	<p>In order to provide immigration advice or services, suppliers must apply for registration with the IAA. Section 84 (1) of the Immigration and Asylum Act 1999 (‘the act’) prohibits the provision of immigration advice or services other than by a ‘qualified person’. Please see the link below for further information regarding registration</p> <p>Most voluntary and community organisations and most businesses that offer immigration advice or services in the UK need to apply to the IAA for registration.</p> <p>Suppliers are required to confirm and provide details and evidence of your registration, or will you have this accreditation in place by the award of the contract?</p> <p><a href="https://www.gov.uk/government/publications/how-to-become-a-regulated-immigration-adviser/how-to-become-a-regulated-immigration-adviser">https://www.gov.uk/government/publications/how-to-become-a-regulated-immigration-adviser/how-to-become-a-regulated-immigration-adviser</a></p>	Pass/Fail
	GARAS Meets the requirement our registration number is N2200100514	

## Confirmation

I confirm that:

- to the best of my knowledge the answers submitted, and information contained in this document are complete, accurate and not misleading
- upon request and without delay I will provide any additional information requested of us
- I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement
- I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement

<b>Signed</b>	Adele Owen
<b>Date</b>	28/07/25
<b>Name</b>	Adele Owen
<b>Position</b>	Director
<b>Phone</b>	07909 147656
<b>Email</b>	info@garas.org.uk
<b>Postal Address</b>	GARAS, The Trust Centre, Falkner St, Gloucester, GL1 4SQ



Financial Work Book - Submission Form

Complete Service Delivery Costs

Cheltenham & Gloucester Asylum Seeker Support Services	
Service Description	
Direct staff required to deliver the	
Number of Full time staff	
Number of Part-time staff	
Number of Trainees	
Number of Volunteers	
Total Number of Delivery	282.00
Total Staff Costs	£788,458.05
Total Overhead Costs	£197,840.00
Total Implementation Costs	£986,298.05
Total other Costs	£0.00
Total Service Costs	£986,298.05

Service Description	Cheltenham & Gloucester Asylum Seeker Support Services				
	Initial Contract Term		Optional Term		
	Fixed Costs for the first 17 months of the Contract	Year 2	Year 3	Year 4	Year 5

Direct staff required to deliver the	1st November up to 1st April 2026 upto				
Number of Full time staff	3.00	3.00	3.00	3.00	3.00
Number of Part-time staff	1.00	1.00	1.00	1.00	1.00
Number of Trainees	2.00	2.00	2.00	2.00	2.00
Number of Volunteers	30.00	45.00	45.00	45.00	45.00
Total Number of Delivery	36.00	50.00	50.00	50.00	50.00

Total Salary costs of Full and Part time staff	£55,065.00	£132,155.00	£137,604.80	£140,412.25	£143,278.00
Total Salary costs of trainees					
Total expenses costs to volunteers	£210.00	£500.00	£521.00	£532.00	£543.00
direct staff detailed above	£1,040.00	£2,486.00	£2,600.00	£2,653.00	£5,707.00
trainee expenses training costs for an officer	£1,700.00	£4,000.00	£4,163.00	£4,248.00	£4,335.00
Other Direct Staff Expenses	£100.00	£500.00	£521.00	£532.00	£543.00
Total staff costs	£58,115.00	£139,651.00	£146,408.80	£148,377.25	£154,406.00

Where it costs less than the 2017-18 prices for staff to provide all of your staff costs in Gloucester and Cheltenham Borough Council are only asked, given and the rates for those costs compared when the financial year begins.

Overhead Costs:					
Depreciation of equipment	£5,459.00	£13,100.00	£13,640.00	£13,919.00	£14,203.00
Staffing and Administration	£3,852.00	£9,245.00	£9,628.00	£9,825.00	£10,026.00
Overhead costs (sums: property &					
Rent rates, utilities	£3,333.00	£8,000.00	£8,330.00	£8,500.00	£8,674.00
Phone & IT	£170.00	£450.00	£573.00	£585.00	£597.00
Insurance	£230.00	£500.00	£521.00	£532.00	£543.00
Training Budget	£150.00	£300.00	£313.00	£320.00	£327.00
Vehicles, leases					
Legislation applicable to other languages	£835.00	£2,000.00	£2,089.00	£2,132.00	£2,176.00
Consumables	£125.00	£300.00	£313.00	£320.00	£326.00
Accreditations and Certifications	£416.00	£1,000.00	£1,200.00	£1,200.00	£1,200.00
Other Direct Staff Expenses	£50.00	£100.00	£105.00	£107.00	£110.00
Total Overhead Costs	£14,620.00	£35,095.00	£36,712.00	£37,440.00	£38,182.00



Total Other Costs	£0.00
-------------------	-------

--	--

--	--

--	--

--	--

--	--

--	--

### **SCHEDULE 3      Charges and payment**

**1.      THE Charges**

The Charges are contained in the Supplier's Tender.

**2.      FREQUENCY OF PAYMENT**

The Charges shall be paid monthly in arrears.

#### SCHEDULE 4      Key Performance Indicators and Service Credits

1.1 The purpose and associated funding for these services are predicated on the successful delivery of a person-centred, Cheltenham and Gloucester Asylum Seeker Support Services, that complements, rather than duplicate the services that are currently commissioned.

1.2 Accordingly, to enable the Councils to collect management information and data that demonstrates the success of these services, we have developed the KPI and Service Credit mechanism and approach below. The Councils will require separate reports for their localities.

1.3 The KPI and Service Credits are like to change and involve specific targets. These will be discussed and agreed with the Supplier as the Service develops and will documented in a Contract Change Notice.

1.4 Service Credits shall accrue for any KPI Reporting Failure and be calculated in accordance with the table below.

KPI No.	Description (NB separate reporting will be required for residents in Gloucester and for Cheltenham.)	Variation in first 12 months	Data Return	Service Failure Score	% Deduction of each invoice	Monitoring Mechanism
1	<p><b>General information</b></p> <p>The Councils require the following management information to be both accurate and provided via email to their Authorised Representatives by no later than 10 working days prior to the scheduled quarterly meetings – This enables the Councils an opportunity to review/record and report on this data etc.,</p> <ul style="list-style-type: none"> <li>Number of individuals registered under the service.</li> </ul>	The Service Credits are reportable from the commencement of the Service; however, to recognise that this is a new service provision. The commissioning partners will not	No later than 10 working days prior to each of the scheduled Quarterly Meetings	<p>Information is provided between 9 and 7 Working Days prior to the scheduled quarterly meeting = 5 points</p> <p>Information is provided between 6 and 4 Working Days prior to the scheduled quarterly meeting = 10 points</p>	<p>Points across all KPIs will be accumulated each quarter.</p> <p>Total points accumulated will result in the following deduction:</p>	Formally logged and reported, through the provision of the agreed Supplier Management Reports discussed at the agreed contract

	<ul style="list-style-type: none"> <li>Number of new individuals registered under the service in the last quarter.</li> <li>Number of referrals, and to which agencies.</li> <li>Number of individuals awaiting a needs assessment (F/PIIP).</li> <li>Number of needs assessments (F/PIIP) completed.</li> <li>Number of needs assessments refused.</li> <li>Number of cases closed due to needs being met</li> <li>Cases of support withdrawn by disengagement.</li> <li>Cases of support withdrawn by service</li> <li>Supplier's decision due to risk.</li> </ul>	apply any Service Credits for the first 6 months		Information is provided less than 3 working days prior to the scheduled quarterly meeting = 15 points	5 points = 5% deduction.  10 points = 10% deduction.  15 points = 15% deduction.	review meetings
2	<b>Advice and assistance in claiming asylum</b> <ul style="list-style-type: none"> <li>Number of cases where full advice has been provided.</li> <li>Number of cases where additional assistance has been provided (such as court preparation and other assistance with their claims for asylum).</li> <li>Number of cases supported to access independent legal advice on immigration matters.</li> </ul>					
3	<b>Help in navigating health and wellbeing services</b> <ul style="list-style-type: none"> <li>Number of individuals supported in accessing mental health support.</li> </ul>					

	<ul style="list-style-type: none"> <li>• Number of individuals supported in accessing counselling.</li> <li>• Number of individuals supported in GP registration.</li> <li>• Number of individuals supported in accessing addiction services.</li> <li>• Number and percentage of individuals whose health and wellbeing needs are met as evidenced in the F/PIIP.</li> <li>• Number and percentage of individuals who have improved emotional and social wellbeing as a result of the support, as evidenced in the F/PIIP.</li> </ul>					
4	<p><b>English Language learning</b></p> <ul style="list-style-type: none"> <li>• Number and percentage of individuals who are able to undertake basic transactions in English</li> <li>• Number and percentage of individuals in need of English for Speakers of other languages (ESOL) learning to enable basic transactions in English.</li> <li>• Number and percentage of individuals who are participating in ESOL learning.</li> <li>• Number of households with at least one individual who have completed ESOL certification.</li> </ul>					
5	<b>Community integration</b>					

	<ul style="list-style-type: none"> <li>• Number and percentage of individuals in sustainable training in the last quarter.</li> <li>• Number and percentage of individuals who have engaged in volunteering in the last quarter.</li> <li>• Number and percentage of individuals who have engaged in community activities in the last quarter.</li> <li>• Number and percentage of individuals reporting they feel safe in their neighbourhood.</li> <li>• Number and percentage of individuals reporting they feel able to access community services and navigate around local and adjoining areas.</li> <li>• Number and percentage of individuals who report feeling safe in their neighbourhood.</li> <li>• Number and percentage of individuals who feel satisfied in their communities.</li> </ul>						
--	--	--	--	--	--	--	--



## **SCHEDULE 5      Change Control Procedure**

### **1.General principles**

**1.1** Where the Authority or the Supplier sees a need to change this agreement, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in Paragraph 2 of this Schedule 7.

**1.2** Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier 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 Authority and the Supplier 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 Supplier and the Supplier 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 Schedule 7, shall be undertaken entirely at the expense and liability of the Supplier.

### **2.Procedure**

**2.1** Discussion between the Authority and the Supplier 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 Supplier.

**2.2** Where a written request for a Change is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three weeks of the date of the request.

**2.3** A recommendation to amend this agreement by the Supplier shall be submitted directly to the Authority in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority 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; and
- (j) provision for signature by the Authority and the Supplier;

**2.5** For each Change Control Note submitted by the Supplier the Authority shall, within the period referred to in paragraph 2.2:

(a) 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 Authority and return one of the copies to the Supplier; or

(iii) notify the Supplier of the rejection of the Change Control Note; and

b) if a Change Control Note is agreed, Authority shall allocate a sequential number to the Change Control Note;

**2.6** A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this agreement.

## SCHEDULE 6 TUPE

### 1. Interpretation

The definitions and rules of interpretation in this paragraph apply in this Schedule:

**Employee Liability Information:** the information that a transferor is obliged to notify to a transferee under regulation 11(2) of TUPE:

- (a) the identity and age of the employee;
- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);
- (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;
- (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Supplier arising out of the employee's employment with the transferor;
- (e) information about any collective agreement that will have effect after the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.

**Employment Liabilities:** All claims, including claims without limitation for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation 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, and any legal costs and expenses.

**Relevant Employees:** those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Authority or a Replacement Supplier by virtue of the application of TUPE.

**Relevant Transfer:** a relevant transfer of the Services for the purposes of TUPE.

**Replacement Services:** any services that are fundamentally the same as any of the Services and which the Authority receives in substitution for any of the Services

following the termination or expiry of this agreement, whether those services are provided by the Authority internally or by any Replacement Supplier.

**Replacement Supplier:** any third party supplier of Replacement Services appointed by the Authority from time to time.

**Service Transfer Date:** the date on which the Services (or any part of the Services), transfer from the Supplier or Sub-Contractor to the Authority or any Replacement Supplier.

**Staffing Information:** in relation to all persons detailed on the Supplier's Provisional Staff List, in an anonymised format, such information as the Authority may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services.

**Sub-Contractor:** any contractors or suppliers engaged by the Supplier to provide goods, services or works to, for or on behalf of the Supplier for the purposes of providing the Services to the Authority.

**Supplier's Final Staff List:** the list of all the Supplier's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date.

**Supplier's Provisional Staff List:** the list prepared and updated by the Supplier of all the Supplier's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list.

**TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.

## **2. Employment exit provisions**

- 2.1 This agreement envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part (**Subsequent Transfer**). If a Subsequent Transfer is a Relevant Transfer then the Authority or Replacement Supplier will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.
- 2.2 The Supplier shall and shall procure that any Sub-Contractor shall on receiving notice of termination of this agreement or otherwise, on request from the Authority and at such times as required by TUPE, provide in respect of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services, the Supplier's Provisional Staff List and the Staffing Information together with any additional information required by the Authority, including information as to the application of TUPE to the employees. The Supplier shall notify the Authority of any material changes to this information as and when they occur.

- 2.3 At least 28 days prior to the Service Transfer Date, the Supplier shall and shall procure that any Sub-Contractor shall prepare and provide to the Authority and/or, at the direction of the Authority, to the Replacement Supplier, the Supplier's Final Staff List, which shall be complete and accurate in all material respects. The Supplier's Final Staff List shall identify which of the Supplier's and Sub-Contractor's personnel named are Relevant Employees.
- 2.4 The Authority shall be permitted to use and disclose the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services that are substantially the same type of services as the Services (or any part of the Services).
- 2.5 The Supplier warrants to the Authority and the Replacement Supplier that the Supplier's Provisional Staff List, the Supplier's Final Staff List and the Staffing Information (**TUPE Information**) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Supplier's Final Staff List.
- 2.6 The Supplier shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 2.7 The Authority regards compliance with this paragraph 2 as fundamental to the agreement. In particular, failure to comply with paragraph 2.2 and paragraph 2.3 in respect of the provision of accurate information about the Relevant Employees shall entitle the Authority to suspend payment of the Charges until such information is provided, or indefinitely. The maximum sum that may be retained under this paragraph 2.7 shall not exceed an amount equivalent to the Charges that would be payable in the three month period following the Supplier's failure to comply with paragraph 2.2 or paragraph 2.3, as the case may be.
- 2.8 Any change to the TUPE Information which would increase the total employment costs of the staff in the six months prior to termination of this agreement shall not (so far as reasonably practicable) take place without the Authority's prior written consent, unless such changes are required by law. The Supplier shall and shall procure that any Sub-contractor shall supply to the Authority full particulars of such proposed changes and the Authority shall be afforded reasonable time to consider them the six months prior to termination of this agreement, the Supplier shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff listed on the Supplier's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees without the Authority's prior written consent.
- 2.9 The Employee liability information as set out in the interpretation clause (a) – (d) must be provided, if an Employee has resigned before or after a relevant transfer, because of

- (a) the transfer itself; or
- (b) a reason connected with the transfer that is not an economic, technical or organisational reason entailing changes in the workforce

then that employee shall be treated for the purposes of Part X of the 1996 Act (unfair dismissal) as unfairly dismissed

2.10 Any employee liability information of any person who would have been employed by the transferor and assigned to the organised grouping of resources or employees that is the subject of a relevant transfer immediately before the transfer if he had not been dismissed in the circumstances described in 3.9 above, including, where the transfer is effected by a series of two or more transactions, a person so employed and assigned or who would have been so employed and assigned immediately before any of those transactions.

2.11 The Supplier shall indemnify and keep indemnified in full the Authority and each and every Replacement Supplier against all Employment Liabilities relating to:

- (a) any person who is or has been employed or engaged by the Supplier or any Sub-Contractor in connection with the provision of any of the Services; or
- (b) any trade union or staff association or employee representative,

arising from or connected with any failure by the Supplier and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.

2.12 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.

2.13 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply from paragraph 2.2 to paragraph 2.12, to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Authority in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

2.14 Despite paragraph 2.13, it is expressly agreed that the parties may by agreement rescind or vary any terms of this agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.