

DATED

01 December 2025

SERVICE AGREEMENT

Between and Amongst

BRISTOL CITY COUNCIL (1)

Bath and North East Somerset Council (2)

WE CARE AND REPAIR LIMITED (3)

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THIS AGREEMENT is dated 01 DECEMBER 2025

PARTIES

- (1) Bristol City Council of City Hall, College Green, Bristol BS1 9NE (**Bristol**);
- (2) Bath and North East Somerset (**B&NES**) , collectively or individually (Authority) and
- (3) WE Care and Repair Limited, a company incorporated and registered in England with company number IP25479R, whose registered office is at 5 Hide Market, Waterloo Street, St Philips, Bristol, United Kingdom, BS2 0BH (**Supplier**).

BACKGROUND

- (A) On **23rd June 2025**, the Authority advertised on the UK digital platform (reference **DN772241**), inviting prospective suppliers to submit proposals for the provision of Services to support independent living to include adaptations, advice and handyperson provision.
- (B) Each of Bristol and B&ANES have distinct service requirements which are described in the tender.
- (C) On the basis of the Supplier's response to the advertisement and subsequent tender process, the Authority selected the Supplier to provide the services and the Supplier is willing and able to provide such services in accordance with the terms of this Agreement.
- (D) Accordingly, the parties have agreed to enter into a contract for the provision of the Services (as defined below) on the terms and conditions of this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Achieved KPIs: in respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 2).

Agency Fees: fees payable in accordance with clause 8 of the Specification.

Authorised Representatives: the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in Schedule 5.

Authorities: means Bristol and B&ANES

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 KPIs, the Term, the pricing structure and any other relevant factors.

Catastrophic Failure:

- (a) a failure by the Supplier for whatever reason to implement the Disaster Recovery Plan successfully and in accordance with its terms on the occurrence of a Disaster.
- (b) any action by the Supplier, whether in relation to the Services and this Agreement or otherwise, which in the reasonable opinion of the Authority's Authorised Representative has or may cause significant harm to the reputation of the Authority.

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 7.

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 4.

Commencement Date: the date of this Agreement.

Commercially Sensitive Information: the information listed in Schedule 10 comprising the information of a commercially sensitive nature relating to the pricing of the Services, the Supplier's intellectual property rights or the Supplier's business operations 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.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the parties in the course of carrying out this Agreement;
- (c) any Commercially Sensitive Information.

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

Consistent Failure: shall have the meaning given in Part 2 of Schedule 2.

Consumer Prices Index: the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.

Contract Year: a 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

Controller: as defined in the Data Protection Legislation.

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 the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].

Data Subject: as defined in the Data Protection Legislation.

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

Disaster Recovery Plan: the disaster recovery plan as set out in Schedule 6 as amended from time to time.

Dispute Resolution Procedure: the procedure set out in clause 17.

Domestic law: the law of the United Kingdom or a part of the United Kingdom.

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.

Exit Management Plan: the plan set out in Schedule 8.

FOIA: the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any circumstance not within a party's reasonable control including:

- (d) acts of God, flood, drought, earthquake or other natural disaster;
- (e) epidemic or pandemic;
- (f) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (g) nuclear, chemical or biological contamination or sonic boom;
- (h) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
- (i) collapse of buildings, fire, explosion or accident; and
- (j) any labour or trade disputes, strikes, industrial action or lockouts (other than that by the staff of the party seeking to rely on the Force Majeure or those of its subcontractors)].

Health and Safety Policy: the health and safety policy of the Authority being one of the Mandatory Policies.

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.

GHG emissions: emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), nitrogen trifluoride (NF₃), hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF₆), each expressed as a total in units of carbon dioxide equivalent.

Information: has, for the purposes of clause 22, the meaning given under section 84 of FOIA.

Initial Term: means the duration of the agreement starting at 00.01 on the Commencement Date and ending at 23.59 on the day before the third anniversary of the Commencement Date.

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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (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 other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of that other party;
- (c) the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (d) 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 the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) 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 (being a company, partnership or limited liability partnership);

- (f) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; (i) 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) 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;
- (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 Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 1.1(a) to 1.1(h) (inclusive); or
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

KPIs: the key performance indicators for all and each part of the Services as specified in Schedule 2.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

Mandatory Policies: the Authority's policies listed in Schedule 1, as amended by notification to the Supplier from time to time.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services.

Personal Data: as defined in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

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 as an inducement or reward for any 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 2010;
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) of 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 1.1(c) above, if such activity, practice or conduct had been carried out in the UK.

Prohibited Plastic Items: means the single-use plastic items listed in [ANNEX] to [Schedule 1].

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.

Regulated Activity Provider: shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

Relevant Requirements:: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

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

Remediation Notice: a written notice given by the Authority to the Supplier pursuant to clause 27 to initiate the Remediation Plan Process.

Remediation Plan: the plan agreed in accordance with clause 27 for the resolution of a Supplier's default in complying with its obligations under this Agreement.

Remediation Plan Process: the process for resolving certain of the Supplier's defaults as set out in clause 27.

Replacement Services: any services that are identical or substantially similar to 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.

Representatives: means, in relation to party, its employees, officers, contractors, Sub-Contractors, representatives and advisors.

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.

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

Service Failure: a shortfall or failure by the Supplier to deliver any part of the Services in accordance with any Target KPI.

Supplier 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 3.

Sustainability report: the report to be submitted to the Authority by the Supplier in accordance with clause 7.4.

Sub-Contract: any contract or agreement, or proposed contract or agreement, between the Supplier and a third party pursuant to which that third party agrees to provide to the Supplier the Services or any part of the Services.

Sub-Contractor: a person with whom the Supplier enters into a Sub-Contract.

Target KPI: the minimum level of performance for a KPI which is required by the Authority as set out against the relevant KPI in Schedule 2.

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

- (a) any extension pursuant to clause 2.3; or
- (b) the earlier termination of this Agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this Agreement.

Termination Notice: any notice to terminate this Agreement which is given by either party in accordance with clause 28 (excluding clause 28.2) or clause 29.

Termination Payment Default: is defined in Schedule 4.

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

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: the period from 9.00am to 5.00pm on any Working Day.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this.
- 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** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes all subordinate legislation made under it, in each case from time to time.
- 1.9 A reference to **writing** or **written** excludes fax but not email.
- 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 this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document as varied from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.

- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.14 If there is any conflict or ambiguity between any of the provisions in the main body of this Agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
 - (b) Schedule 1 to this Agreement;
 - (c) the remaining schedules to this Agreement other than Schedule 3;
 - (d) Schedule 3 to this Agreement.

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 and the Supplier has notified the Authority in writing.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement commences on the Commencement Date and continues for the Term.
- 2.2 This Agreement is between each of the Supplier, Bristol and B&NES. Where one Authority wishes to terminate this Agreement, the Agreement will continue with full force and effect as between the remaining Parties.
- 2.3 The Authorities, or one of the Authorities may, by giving the Supplier not less than three months' written notice prior to the expiry of the Initial Term, request the extension of this Agreement in respect of the whole (or part) of the Services and on the same terms mutatis mutandis, for a period of up to two years from the day following expiry of the Initial Term. Where the extension requested under this clause 2.2 is for one year the Authority may request an additional extension of a year in like manner and by giving three months' notice prior to the end of the year by which the Initial Term has been extended., Where only one Authority seeks to extend this Agreement any such extension shall only apply as between the Authority seeking the extension and the Supplier.

3. DUE DILIGENCE AND SUPPLIER'S WARRANTY

- 3.1 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 3.1(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 (including without limitation the suitability of Authority Premises); and
 - (d) it has entered into this Agreement in reliance on its own due diligence.

- 3.2 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.
- 3.3 The Supplier:
- (a) warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender or response to any request to participate (if applicable), are true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the agreement; and
 - (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 Target 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 15 days of any changes to the Supplier's Connected Persons together with information regarding the identity of the new Connected Persons.
- 3.4 The Supplier shall not be entitled to recover any additional costs or charges from the Authority arising as a result of, nor be relieved from any of its obligations under this Agreement on the ground of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with clause 3.3(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 may 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.

THE SERVICES

4. SUPPLY OF SERVICES

- 4.1 The Supplier shall provide the Services to the Authority with effect from the Commencement Date for the duration of the Term in accordance with the provisions of this Agreement, including without limitation Schedule 1 and Schedule 2.
- 4.2 If some of the Services are only to be supplied to one Authority, either Bristol or B&NES, this is set out in the Specification.
- 4.3 Services are provided and charged by individual items of Service, including but not limited to resolved calls and completed repairs, delivered. The total number of items required for Services per Authority, either Bristol or B&NES, is included in the Specification and detailed in Schedule 4, Charging. Delivery of Services to one Authority will not be deemed delivery of Services in accordance with this Agreement on behalf of the other Authority.

4.4 In providing the Services, the Supplier shall at all times:

- (a) without prejudice to clause 5, provide the Services with reasonable care and skill and in accordance with Best Industry Practice;
- (b) ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (c) obtain, maintain and comply with all Necessary Consents at its own cost (unless otherwise agreed in writing with the Authority).
- (d) allocate sufficient resources to provide the Services in accordance with the terms of this Agreement;
- (e) ensure that any of the Supplier's Personnel who are engaged in the provision of any of the Services shall, if required by the Authority, attend such meetings at the premises of the Authority or elsewhere as may be reasonably required by the Authority;
- (f) provide such reasonable co-operation and information in relation to the Services to such of the Authority's other suppliers as the Authority may reasonably require for the purposes of enabling any such person to create and maintain any interfaces reasonably required by the Authority; and
- (g) comply with the requirements of the contract management framework and quality assurance framework included at Schedule 11A

5. KPIs

- 5.1 Where any Service is stated in Schedule 2 to be subject to a specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI.
- 5.2 If the existing Services are varied or new Services are added, Target KPIs for the same will be determined by the parties and included within Schedule 2.
- 5.3 The Supplier shall provide monthly reports summarising the Achieved KPIs as provided for in clause 15.

6. COMPLIANCE AND CHANGE IN LAWS

- 6.1 In performing its obligations under this Agreement, the Supplier shall at all times comply with:
- (a) all applicable Law;
 - (b) the Mandatory Policies.

The Supplier shall maintain such records as are necessary pursuant to the Laws and Mandatory Policies and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Authority (or its authorised representative).

- 6.2 Without limiting the generality of the obligation under clause 6.1, the Supplier shall (and shall procure that the Supplier Personnel 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 Health and Safety Policy whilst at the Authority Premises.

- 6.3 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 6.4 Without limiting the general obligation set out in clause 6.1, the Supplier shall (and shall procure that the Supplier 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 Inclusion Policy as provided to the Supplier from time to time; and
 - (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- 6.5 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.
- 6.6 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.

7. SUPPLIER ENVIRONMENTAL OBLIGATIONS

- 7.1 The Supplier shall ensure that:
- (a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials;
 - (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with environmental Law;
 - (c) it will only use packaging materials that comply with applicable environmental Law.
- 7.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks, which as a minimum must:
- (a) assess the environmental impact of all past, current and future operations;
 - (b) specify steps to continuously improve environmental performance, and reduce pollution, emissions and waste;
 - (c) specify measures to reduce the use of all raw materials, energy and supplies;
 - (d) require Supplier Personnel to be trained in environmental matters.
- 7.3 The Supplier shall, in performing its obligations under this Agreement:

- (a) not provide to the Authority any goods or deliverables comprising wholly or partly of Prohibited Plastic Items;
- (b) not use any goods or deliverables which comprise wholly or party of a Prohibited Plastic Item to provide the Services unless the use is either related to management of the Supplier's general operations, or otherwise agreed in writing with the Authority;
- (c) minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Supplier Personnel, emissions from Supplier offices and equipment.

7.4 On each anniversary of the Commencement Date, the Supplier shall complete and submit to the Authority a Sustainability Report in relation to the Services being provided, which shall be in the form specified in Schedule 5 and include contain information on:

- (a) the Supplier's GHG emissions using the most recent government conversion factors for greenhouse gas reporting;
- (b) the Supplier's water use (in metres cubed);
- (c) the Supplier's energy consumption relating to assets used at Authority Premises or other locations;
- (d) transport use (and resulting GHG emissions) for goods delivered to, or Supplier Personnel travel to, Authority Premises or other Authority locations;
- (e) volume of waste produced at Authority Premises or other locations that relate to the provision of the Services; and
- (f) the overall sustainability impact of the Services, including improvements identified by the Supplier, new policies or targets adopted to reduce the environmental impact of the Supplier's operations and contributions towards any Authority environmental policies or targets.

7.5 The Authority may audit the Supplier's compliance with this clause 7 in accordance with clause 25.

8. USE OF AUTHORITY PREMISES AND ASSETS - NOT USED

8.1 With effect from the Commencement Date, the Authority shall grant the Supplier a non-exclusive and revocable licence to enter the Authority Premises for the sole purpose of providing the Services to the Authority. The licence shall be subject to the conditions of this Agreement, is personal to the Supplier and is not deemed to create a relationship of landlord and tenant between the parties.

8.2 The licence granted pursuant to clause 8.1 shall terminate immediately on the Termination Date.

8.3 The Supplier shall ensure that visiting or using the Authority Premises, the Supplier Personnel shall:

- (a) keep the Authority Premises clean, tidy and properly secure;
- (b) co-operate as far as may be reasonably necessary with the Authority's employees;
- (c) act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Authority; and
- (d) comply with all the rules and regulations that the Authority notifies to the Supplier from time to time [in writing] relating to the use and security of the Authority Premises.

8.4 The Supplier shall ensure that the Supplier Personnel shall not:

- (a) obstruct access to the Authority Premises, or any part of them; or
- (b) do or permit to be done on the Authority's Premises anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Authority or the occupiers of or visitors to the Authority Premises.

8.5 Subject to the requirements of clause 32 and the Exit Management Plan, in the event of the expiry or termination of the agreement, the Authority shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Authority Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.

9. DISASTER RECOVERY

- 9.1 The Supplier shall ensure that it is able to implement the Disaster Recovery plan at any time in accordance with its terms.
- 9.2 The Supplier shall test the Disaster Recovery Plan on a regular basis (and, in any event no less than once every 12 months period from the Commencement Date). The Authority shall be entitled to participate in such tests as it may reasonably require.
- 9.3 Following each test, the Supplier shall send to the Authority a written report summarising the results of the test and shall promptly implement [at the Supplier's expense] any actions or remedial measures which the Authority reasonably considers to be necessary as a result of those tests.
- 9.4 The Supplier shall implement the Disaster Recovery Plan if the Services are not available for more than 14 days.

10. CHARGES, INVOICING AND PAYMENT

- 10.1 The Authority shall pay the Charges to the Supplier in accordance with Schedule 4. Each Authority shall be responsible only for payment of those Charges that relate to Services provided to that Authority. The Services required by each Authority are specified in Schedule 1.
- 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 The Authority may consider a request for increases in the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period only. Where such a request is agreed the first such increase shall take effect at the beginning of the second Contract Year and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index at the beginning of the last month of the previous Contract Year. The Authority may in its absolute discretion refuse to agree to any increase in the Charges during the Term.
- 10.4 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.

- 10.5 The Supplier shall invoice the Authority for payment of the Charges at the time the Charges are expressed to be payable in accordance with Schedule 4. All invoices shall:
- be directed to the Authority's Authorised Representative.
- 10.6 Where the Supplier submits an invoice to the Authority in accordance with clause 10.5, the Authority shall
- (a) consider and verify the 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 any Charges due under the invoice within 30 days of:
 - (i) receipt of the invoice by the Authority; or if later
 - (ii) the due date as stated on the invoice.
- 10.7 For the purposes of clause 10.6:
- (a) an invoice is valid if
 - it contains the information required under clause **Error! Reference source not found.**, which includes the name of the invoicing party, a description of the services supplied, the Charges requested and a unique identification 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 seven days of receipt from the Supplier.
- 10.8 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 10.6, clause 0 and clause 10.7(b) of this Agreement; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any subcontract which it awards provisions having the same effect as clause 10.6, clause 0 and clause 10.7(b) and clause 10.8 of this Agreement.
- 10.9 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 17. 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.
- 10.10 Subject to clause 10.9, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Agreement in accordance with clause 11. The Supplier shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this Agreement under clause 28.4 for failure to pay undisputed charges.
- 10.11 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. 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.

- 10.12 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 six years from the end of the Contract Year to which the records relate.
- 10.13 The Authority may at any time, set off any liability of the Supplier to the Authority against any liability of the Authority to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Authority of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

11. INTEREST

- 11.1 Each party shall pay interest on any sum due under this Agreement, calculated as follows:
- (a) Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) Period. From when the overdue sum became due, until it is paid.

STAFF

12. SUPPLIER PERSONNEL

- 12.1 At all times, the Supplier shall ensure that:
- (a) each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - (b) there is an adequate number of Suppliers Personnel to provide the Services properly;
 - (c) only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
 - (d) all of the Supplier Personnel comply with the Mandatory Policies.
- 12.2 The Authority may refuse to grant access to, and remove, any of the Supplier Personnel who do not comply with any of the Mandatory Policies, or if they otherwise present a security threat.
- 12.3 The Supplier shall replace any of the Supplier Personnel whom the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 12.4 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Supplier Personnel. The Supplier shall ensure that the Supplier Personnel cannot be individually identified from the information so provided.
- 12.5 The Supplier shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good at the prevailing industry norm for similar services, locations and environments.

13. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 13.1 The parties acknowledge that the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 13.2 The Supplier shall:
- (a) 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);
 - (b) monitor the level and validity of the checks under this clause 13.2 for each member of staff; and
 - (c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 13.3 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.
- 13.4 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.
- 13.5 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 vulnerable adults.

14. TUPE

The parties agree that the provisions of Schedule 9 shall apply to any Relevant Transfer of staff under this Agreement.

CONTRACT MANAGEMENT

15. REVIEW AND MONITORING

- 15.1 Each party shall nominate an Authorised Representative who will have authority to act on its behalf and contractually bind it in respect of all matters relating to the performance of this Agreement. The first Authorised Representatives are listed in Schedule 5. The Authorised Representatives will co-ordinate and manage the provision of the Services and work with each other to address any problems that arise in connection with the Services (including by signing Change Control Notes).
- 15.2 Each party shall use all reasonable endeavours to ensure that the same person acts as its Authorised Representative throughout the Term, but may, following reasonable notice to the other party, replace that person from time to time where reasonably necessary in the interests of its business.
- 15.3 The Authorised Representatives shall meet at not less than quarterly intervals to monitor and review the performance of this Agreement, including the achievement of the Target KPIs. Such meetings shall be minuted

by the Authority's Authorised Representative and copies of those minutes shall be circulated to and approved by both parties.

- 15.4 Without prejudice to any other reports required under this Agreement, in advance of each meeting to be held in accordance with clause 15.3:
- (a) the Supplier shall provide the Authority with a monthly written report detailing its performance against each of the KPIs and identifying any issues regarding the performance of the agreement for discussion at the meeting; and
 - (b) the Authority shall notify the Supplier of any concerns it has regarding the performance of the agreement for discussion at the meeting.
- 15.5 At the meeting, the parties shall agree a plan to address any problems identified in the performance of the agreement. In the event of any problem being unresolved, or a failure to agree on the plan, the procedures set out in clause 27 shall apply. Progress in implementing the plan shall be included in the agenda for the next monthly meeting.
- 15.6 A review meeting to assess the Supplier's performance of its obligations under this Agreement shall be held at quarterly intervals throughout the Term. Each meeting shall be attended by senior representatives of each party, together with the Authorised Representatives.
- 15.7 The Authority may increase the extent to which it monitors the performance of the Services if the Supplier fails to meet the Target KPIs or fails to fulfil its other obligations under this Agreement. The Authority shall give the Supplier prior notification of its intention to increase the level of its monitoring. The Supplier shall bear its own costs in complying with such enhanced monitoring as is conducted by the Authority pursuant to this clause 15.7.
- 15.8 The Supplier shall submit any other management reports to the Authority in the form and at the interval specified in Schedule 5, or as specified elsewhere in this Agreement.

16. CHANGE CONTROL, BENCHMARKING AND CONTINUOUS IMPROVEMENT

- 16.1 Any requirement for a Change shall be subject to the Change Control Procedure.
- 16.2 The Supplier shall throughout the Term seek ways to derive efficiencies with respect to delivery of the Services and use all reasonable endeavours to ensure that the Authority receives the benefit of any such efficiencies.
- 16.3 Where the Supplier identifies a potential efficiency:
- (a) it shall promptly inform the Authority and shall advise the Authority whether, in the Supplier's professional opinion, the implementation of any change necessary to enable the Authority to enjoy that benefit is desirable (in view of quality, reliability and other relevant factors as well as price); and
 - (b) if the Authority concludes that the implementation of the necessary change is desirable, the Supplier shall implement the change.
- 16.4 Where the achievement of the benefit by the Authority would necessitate the making of a Change Control Note, the Change Control Procedure shall apply but the Supplier shall not be entitled to object to the proposed change. Any benefits arising from any such change as is referred to in this clause 16 (including any consequent reductions in the Charges) shall accrue solely to the Authority.

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 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 30 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Authority's Executive Director Adults and Communities and the Supplier's Managing Director who shall attempt in good faith to resolve it;
 - (c) if the Authority's Executive Director Adults and Communities and the Supplier's Managing Director are for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 Working Days of referral of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR.
 - (d) if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 10 Working Days from the date of the ADR notice, where appropriate, in conjunction with the mediation, CEDR will be requested to decide that point for the parties having consulted with them; and
 - (e) Unless otherwise agreed between the parties, the mediation will start not later than 14 days after the date of the ADR notice.
- 17.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.
- 17.3 If for any reason the Dispute is not resolved within 90 Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 46.

18. SUB-CONTRACTING

- 18.1 Notwithstanding clause 40, the Supplier can only enter into subcontracting arrangements in accordance with this clause 18.
- 18.2 To help the Authority reach a decision on a proposed Sub-Contract, the Authority may request (and the Supplier shall provide)
- (a) a copy of the proposed Sub-Contract;
 - (b) any other information that the Authority may reasonably require about the proposed Sub-Contractor and the impact of the proposed Sub-Contract on this Agreement.

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.

- 18.3 If the Authority agrees that the Supplier may subcontract its obligations, the Supplier shall implement an appropriate system of due diligence and training designed to ensure the Sub-Contractor's compliance with the Mandatory Policies.
- 18.4 In the event that the Supplier enters into any Sub-Contract in connection with this Agreement it shall:
- (a) remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own;
 - (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Agreement and 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.
- 18.5 The Authority may require the Supplier to terminate a Sub-Contract where the acts or omission of the relevant Sub-Contractor have given rise to the Authority's right to terminate pursuant to clause 28.1 or if there is a change of control of a Sub-Contractor (within the meaning of section 1124 of the Corporation Tax Act 2010) or the Sub-Contractor suffers an Insolvency Event.

19. INDEMNITIES

- 19.1 Subject to clause 19.2, the Supplier shall indemnify and keep indemnified the Authority 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 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; and
 - (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 are directly caused (or directly arise) from the negligence or breach of this Agreement by the Authority.
- 19.3 If one Authority terminates this Agreement they shall indemnify and keep indemnified the remaining Authority for any and all antecedent liabilities incurred prior to termination and any liability arising directly from the termination.

20. LIMITATION OF LIABILITY

- 20.1 The Supplier has obtained insurance cover in respect of certain aspects of its own legal liability for individual claims not exceeding £10,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Authority is responsible for making its own arrangements for the insurance of any excess liability.
- 20.2 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.

- 20.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 20.4 Nothing in this clause 20 shall limit the Authority's payment obligations under this Agreement.
- 20.5 Nothing in this clause 20 shall limit any liability under:
- (a) Clause 26 (IPR indemnity)
 - (b) the indemnities in Schedule 9 (TUPE)
 - (c) breach of clause 31 (Bribery)
- 20.6 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.
- 20.7 Subject to clause 20.3, clause 20.5 and clause 20.6, the Supplier's total aggregate liability to the Authority:
- (a) for loss arising from the Supplier's failure to comply with its data processing obligations under clause 23 shall not exceed £10m;
 - (b) in respect of physical damage to the Authority's (or third party's) property caused or arising by reason of any act or omission of the Supplier or Supplier Personnel, shall not exceed £10m for any one event or series of connected events; and
 - (c) in respect of all other claims, losses or damages arising in each Contract Year, shall not exceed the cap.
- 20.8 In clause 20.7(c):
- (a) The cap is one hundred and fifty per cent (150%) of the total charges in the Contract Year in which the breaches occurred; and
 - (b) 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 20.1, clause 20.4, clause 20.5 and clause 20.6, the Authority's total aggregate liability in respect of all claims, (other than a failure to pay any of the Charges that are properly due and payable and for which the Authority shall remain fully liable), losses or damages arising in each Contract Year shall not exceed the cap.
- 20.10 In clause 20.9:
- (a) The cap is the greater of £ 125,000 and fifty per cent (50%) of the total charges in the Contract Year in which the breaches occurred.
 - (b) 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.

20.11 Subject to clause 20.1, clause 20.4, clause 20.5 and clause 20.6, clause 20.11(b) identifies the kinds of loss that are not excluded. Subject to that, clause 20.11(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.
- (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.
- (v) Anticipated savings in respect of the Services provided to service users under this Contract.

20.12 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 4.4 and clause 5. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

21. INSURANCE

21.1 The Supplier shall at its own cost effect and maintain with reputable insurance companies insurance policies to cover its liabilities under this Agreement providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of at least £5,000,000 million in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims; and
- (c) professional indemnity insurance with a limit of indemnity of not less than £5,000,000 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**) The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the 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.

- 21.2 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.
- 21.3 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.
- 21.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.
- 21.5 The Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiry or earlier termination of the agreement.

INFORMATION

22. FREEDOM OF INFORMATION

- 22.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier 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 and EIRs;
 - (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.
- 22.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs 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 (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) 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 or any other information is exempt from disclosure in accordance with the FOIA or the EIRs.
- 22.3 Notwithstanding any other term of this Agreement, the Supplier consents to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that the Authority considers is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

- 22.4 The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion. The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this Agreement.

23. DATA PROCESSING

- 23.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 23 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 23.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. Schedule 12 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 23.3 Without prejudice to the generality of clause 23.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.
- 23.4 Without prejudice to the generality of clause 23.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:
- (a) process that Personal Data only on the documented written instructions of the Authority which are set out in Schedule 12, unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Authority of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Authority;
 - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (e) notify the Authority immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (f) (assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Authority without undue delay and within not longer than 24 hours on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;
- (h) at the written direction of the Authority, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by Domestic Law to store the Personal Data;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 23 and allow for audits by the Authority or the Authority's designated auditor pursuant to clause 25 and immediately inform the Authority if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

23.5 The Supplier's liability for losses arising from breaches of this clause is as set out in clause 20.7(a).

23.6 Where the Supplier wishes to appoint a subprocessor to process any Personal Data relating to this Agreement, such subprocessor shall constitute a Sub-Contractor and the Supplier shall:

- (a) notify the Authority in writing of the intended processing by the Sub-Contractor;
- (b) obtain prior written consent from the Authority;
- (c) enter into a written agreement incorporating terms which are substantially similar to those set out in clause 23.

23.7 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 23 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

24. CONFIDENTIALITY

24.1 The provisions of this clause do not apply to any Confidential information which:

- (a) is or becomes available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

- (c) was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed;
- (e) which is disclosed by the Authority on a confidential basis to any central government or regulatory body.

24.2 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (**Permitted Purpose**); or
- (b) disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this clause 24.

24.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 24.3.

24.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the FOIA or EIRs), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

24.5 The provisions of this clause 24 shall survive for a period of 6 years from the Termination Date.

25. AUDIT

25.1 During the Term and for a period of six years after the Termination Date, the Supplier shall allow the Authority (acting by itself or through its Representatives) to access any of the Supplier's premises, systems, Supplier Personnel and relevant records as may reasonably be required to:

- (a) fulfil any legally enforceable request by any regulatory body;
- (b) verify the accuracy of Charges or identify suspected fraud;
- (c) review the integrity, confidentiality and security of any data relating to the Authority or any service users;
- (d) review the Supplier's compliance with the Data Protection Legislation and the FOIA, in accordance with clause 23 (Data Protection) and clause 22 (Freedom of Information) and any other legislation applicable to the Services; or
- (e) verify that the Services are being provided and all obligations of the Supplier are being performed in accordance with this Agreement.

- 25.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this Agreement, the Authority may not conduct an audit under this clause 25 more than twice in any calendar year.
- 25.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 25.4 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Supplier Personnel.
- 25.5 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's, intention to conduct an audit.
- 25.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure by the Supplier to perform its obligations under this Agreement in any material manner in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- 25.7 If an audit identifies that:
- (a) the Supplier has failed to perform its obligations under this Agreement, the provisions of clause 27 shall apply;
 - (b) the Authority has overpaid any Charges, the Supplier shall pay to the Authority the amount overpaid within 20 days from the date of receipt of an invoice or notice to do so. The Authority may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and
 - (c) the Authority has underpaid any Charges, the Authority shall pay to the Supplier the amount of the underpayment within 20 days from the date of receipt of an invoice for such amount.

26. INTELLECTUAL PROPERTY

- 26.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights created by the Supplier or Supplier Personnel:
- (a) in the course of performing the Services; or
 - (b) exclusively for the purpose of performing the Services,
- shall vest in the Authority on creation.
- 26.2 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**27. REMEDIATION PLAN PROCESS**

- 27.1 Subject to clause 27.2, if the Supplier is in default in complying with any of its obligations under this Agreement and the default is capable of remedy, the Authority may not terminate this Agreement without first operating the Remediation Plan Process. If the Supplier commits such a default, the Authority shall give a Remediation Notice to the Supplier which shall specify the default in outline and the actions the Supplier needs to take to remedy the default.
- 27.2 The Authority shall be under no obligation to initiate the Remediation Plan Process if it issues a notice to terminate in the circumstances set out in clause 28.1(a), clause 28.1(d), clause 28.1(e), clause 28.1(f), clause 28.1(g), clause 28.1(h), clause 28.1(i) and clause 28.5 (or a notice of an intention to terminate under clause 28.4).
- 27.3 Within 15 Working Days of receipt of a Remediation Notice, the Supplier shall:
- (a) submit a draft Remediation Plan, even if it disputes that it is responsible for the matters which are the subject of the Remediation Notice; or
 - (b) inform the Authority that it does not intend to submit a Remediation Plan, in which event the Authority shall be entitled to serve a Termination Notice.
- 27.4 The Authority shall either approve the draft Remediation Plan within 15 Working Days of its receipt pursuant to clause 27.3(a), or it shall inform the Supplier why it cannot accept the draft Remediation Plan. In such circumstances, the Supplier shall address all such concerns in a revised Remediation Plan, which it shall submit to the Authority within 5 Working Days of its receipt of the Authority's comments. If no such notice is given, the Supplier's draft Remediation Plan shall be deemed to be agreed.
- 27.5 Once agreed, the Supplier shall immediately start work on the actions set out in the Remediation Plan.
- 27.6 If, despite the measures taken under clause 27.4, a Remediation Plan cannot be agreed within 30 Working Days then the Authority may elect to end the Remediation Plan Process and serve a Termination Notice.
- 27.7 If a Remediation Plan is agreed between the parties, but the Supplier fails to implement or successfully complete the Remediation Plan by the required completion date, the Authority may:
- (a) terminate this Agreement by serving a Termination Notice;
 - (b) give the Supplier a further opportunity to resume full implementation of the Remediation Plan; or
 - (c) refer the matter for resolution under the Dispute Resolution Procedure.
- 27.8 If, despite the measures taken under clause 27.7, the Supplier fails to implement the Remediation Plan in accordance with its terms, the Authority may elect to end the Remediation Plan Process and refer the matter for resolution by the Dispute Resolution Procedure or serve a Termination Notice.
- 27.9 The Authority shall not be obliged to follow the Remediation Plan Process if there is a repetition of substantially the same default by the Supplier as had previously been addressed in a Remediation Plan within a period of three months following the conclusion of such previous Remediation Plan. In such event, the Authority may serve a Termination Notice.

TERMINATION

28. TERMINATION

- 28.1 Without affecting any other right or remedy available to it, and subject to clause 27, the Authority may terminate this Agreement with immediate effect or on the date specified in the Termination Notice by giving written notice to the Supplier if one or more of the following circumstances occurs or exists:
- (a) if the Supplier is in material breach of this Agreement, which is irremediable;
 - (b) the parties fail to agree the Remediation Plan in accordance with the Remediation Plan Process;
 - (c) the Supplier fails to implement or successfully complete the Remediation Plan in accordance with the Remediation Plan Process;
 - (d) the circumstances referred to in clause 27.9 occur;
 - (e) a Consistent Failure has occurred;
 - (f) if a Catastrophic Failure has occurred;
 - (g) if there is an Insolvency Event;
 - (h) if the Authority elects to terminate pursuant to clause 31.6;
 - (i) if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010 to which the Authority reasonably objects, provided that the Authority serves its Termination Notice within three months of the date on which the Supplier informs the Authority (by written notice) of the change of control or on which the Authority otherwise becomes aware of the change of control;
- 28.2 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 Subcontract and, if necessary, appoint an alternative Subcontractor.
- 28.3 On expiry of the time for the Supplier to make representations under clause 28.2(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.
- 28.4 Either party may, during the continuance of a Force Majeure Event, terminate this Agreement if the circumstances in clause 30.6 or clause 32.7 arise.
- 28.5 The Supplier may terminate this Agreement in the event that the Authority commits a Termination Payment Default by giving 30 days written notice to the Authority. In the event that the Authority remedies the Termination Payment Default in the 30 day notice period, the Supplier's notice to terminate this Agreement shall be deemed to have been withdrawn.

29. TERMINATION ON NOTICE

Without affecting any other right or remedy available to it, the Authority (being either of B&NES or Bristol or both of Authorities) may terminate this Agreement at any time by giving six months' written notice to the Supplier. If only one of the Authorities gives notice in accordance with this clause the Agreement shall continue with full force and effect in respect of the other Authority.

30. FORCE MAJEURE

30.1 Subject to clause 30.3, a party (**Affected Party**) shall not be liable for any failure or delay in performing any of its obligations under this Agreement for so long as, and to the extent that, its performance is directly prevented, hindered or delayed by a Force Majeure.

30.2 For so long as the Affected Party's liability in relation to any of its obligations is suspended under clause 30.1, the other party shall not be liable for any failure or delay in performing its corresponding obligations.

30.3 Clause 30.1 will only apply if the Affected Party:

- (a) as soon as reasonably practicable after the start of the Force Majeure but not later than 5 days from its start, notifies the other party in writing of the Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Force Majeure on the Affected Party's ability to perform any of its obligations under this Agreement; and
- (b) took reasonable precautions to prevent or minimise the Force Majeure including implementing and complying with an effective business continuity plan or Disaster Recovery Plan in accordance with clause 9, except where compliance with the business continuity plan or Disaster Recovery Plan is itself affected by the Force Majeure;
- (c) uses all reasonable endeavours to mitigate the effect of the Force Majeure on the performance of its obligations.

30.4 The Affected Party shall keep the other party informed of its endeavours under clause 31.3(c) and their outcome promptly on request.

30.5 If the Supplier is relieved from providing the Services under this clause, it shall permit and co-operate with any efforts that the Authority may make to obtain alternative supplies of those Services.

30.6 If the Affected Party has not resumed full performance of any obligations suspended under clause 30.1 within 30 days after giving notice of the start of the Force Majeure, the other party may terminate this Agreement by giving not less than 10 days' written notice to the Affected Party.

30.7 If the Affected Party has complied with clause 31.3(c), but is unable to resume substantive performance of its core obligations suspended under clause 30.1 within 30 days after giving notice of the Force Majeure, the Affected Party may terminate this Agreement by giving not less than 10 days' written notice to the other party.

31. PREVENTION OF BRIBERY

31.1 The Supplier represents and warrants that neither it, any Supplier Personnel:

- (a) has committed a Prohibited Act;

- (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- (c) has 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.

31.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in *clause* 31.1 at the relevant time.

31.3 The Supplier shall (and shall procure that its Supplier Personnel shall) during the Term:

- (a) not commit a Prohibited Act;
- (b) not do or omit to do anything to be done that would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- (c) comply with the Authority's Anti-bribery and Anti-Corruption Policy as updated from time to time as set out in Schedule 1;
- (d) notify the Authority (in writing) if it becomes aware of any breach of clause 31.3(a) or clause 31.3(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage [in connection with performance of this Agreement].

31.4 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Agreement and the steps taken to comply with its obligations under clause 31.3.

31.5 The Supplier shall allow the Authority and its third party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with clause 25.

31.6 If the Supplier is in default under this clause 31 the Authority may by notice:

- (a) require the Supplier to remove from performance of this Agreement any Supplier Personnel whose acts or omissions have caused the default; or
- (b) immediately terminate this Agreement.

31.7 Any notice served by the Authority under clause 31.6 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).

32. MODERN SLAVERY

32.1 The Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (Anti-slavery Laws) including but not limited to the Modern Slavery Act 2015;
- (b) comply with any Authority's Anti-Slavery Policy;

- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
- (d) include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 32; and
- (e) notify the Authority (in writing) as soon as it becomes aware of any breach or suspected breach of clause 32.1.

32.2 The Supplier represents and warrants throughout the Term that:

- (a) neither the Supplier nor any of its officers, employees [or Sub-Contractors]:
 - (i) has been convicted of any offence involving slavery and human trafficking anywhere in the world; or
 - (ii) having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; or
 - (iii) been listed by any government department or agency as being debarred, suspended, or proposed for suspension or debarment from participation in public procurement programmes or otherwise been excluded from a public procurement procedure on grounds relating to forced labour or modern slavery offences or misconduct.

32.3 The Supplier shall implement due diligence procedures for its Sub-Contractors or any part of its supply chain performing obligations under this Agreement to ensure that there is no slavery or human trafficking taking place.

32.4 The Supplier shall:

- (a) maintain a complete set of records to trace the supply chain of all Services provided to the Authority in connection with this Agreement.;

33. CONSEQUENCES OF TERMINATION OR EXPIRY

33.1 On the expiry of the Term or if this Agreement is terminated for any reason the Supplier shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier.

33.2 On termination of this Agreement the Supplier shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Supplier Authorised Representative shall certify full compliance with this clause.

33.3 Where the Authority terminates the Agreement for default and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred in making those other arrangements and any additional expenditure incurred for the remainder of the Term. The Authority shall take all reasonable steps to mitigate such additional expenditure.

33.4 On the termination of the Agreement for any reason, the Supplier shall:

- a immediately return to the Authority all Confidential Information, Personal Data and any Intellectual Property in its possession or control;
- b immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier under this Agreement;
- c assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to a Replacement Supplier and/or provide all such assistance and co-operation as the Authority may reasonably require;
- d return to the Authority any sums prepaid in respect of the Services not provided by the date of expiry or termination (howsoever arising); and
- e promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Authority or a Replacement Supplier to conduct due diligence.

33.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including *clause 5.3* (provision of records), clause 19 (Indemnities), clause 20 (Limitation of Liability), clause 21 (Insurance), clause 22 (Freedom of Information), clause 23 (Data Processing), clause 24 (Confidentiality), clause 25 (Audit), and this clause 3 clause 32 (Consequences of termination), shall remain in full force and effect.

- 33.6 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

GENERAL PROVISIONS

34. NON-SOLICITATION

In order to protect each other's legitimate business interest, neither party shall (except with the prior written consent of the other) during the term of this Agreement, and for a period of one year thereafter, solicit or attempt to solicit or entice away any senior staff of the other party who have been engaged or employed in the provision of the Services or the management of this Agreement or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

35. WAIVER

- 35.1 A waiver of any right or remedy is only effective if given in writing [and shall not be deemed a waiver of any subsequent right or remedy].
- 35.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

36. RIGHTS AND REMEDIES

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

37. SEVERANCE

- 37.1 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.
- 37.2 If any provision or part-provision of this Agreement is deemed deleted under clause 37.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

38. NO PARTNERSHIP OR AGENCY

- 38.1 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.
- 38.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

39. THIRD PARTY RIGHTS

- 39.1 This Agreement does not give any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

40. ASSIGNMENT AND OTHER DEALINGS

- 40.1 The Authority may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that it gives prior written notice of such dealing to the Supplier.
- 40.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed).

41. 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, which shall not be unreasonably withheld or delayed.

42. NOTICES

- 42.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working 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) Party 1: [REDACTED]
 - (ii) Party 2: [REDACTED]
 - (iii) Party 3: [REDACTED]

42.2 Any notice shall be deemed to have been received:

- (a) If delivered by hand, at the time the notice is left at the proper address;
- (b) If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
- (c) if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

42.3 This clause 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.

43. ENTIRE AGREEMENT

43.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

43.2 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.

43.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

44. VARIATION

Subject to clause 16, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their Authorised Representatives).

45. COUNTERPARTS

45.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the same agreement.

45.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the

validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

46. 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.

47. JURISDICTION

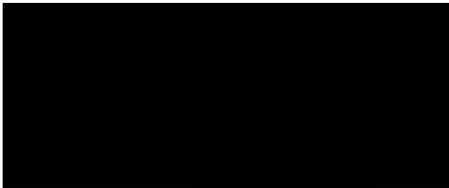
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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

Signed by [REDACTED]
for and on behalf of Bristol City
Council



Signed By [REDACTED]
For and on behalf of Bath and North
East Somerset Council



Signed by [REDACTED]
for and on behalf of WE Care and
Repair Limited.



Schedule 1 Specification

Home Improvement Agency

Service Specification

June 2025

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1. INTRODUCTION

1.1 Bristol City Council (BCC) and Bath and North East Somerset (B&NES) council (the Customer) are commissioning this Home Improvement Agency (HIA) service.

1.2 The overall aim of the HIA service is to enable mainly older adults and disabled people throughout Bristol and B&NES to continue to live as independently as possible, for as long as possible, in their own homes.

1.3 There are four key elements to this service:

- Outcome focused aids, housing maintenance and adaptation services to enable people to live independently at home
- Hospital Discharge services to enable people to be discharged from hospital
- Information, advice and signposting services
- Hoarding support services (Bristol only)

1.4 The Customer has a significant population of older people and disabled people, who may find it more difficult to adapt their homes to enable them to live more independently or keep their homes in good repair.

1.5 The Customer wishes to help people to help themselves, empowering people to remain living safe and well. For this reason, the Customer wants people to remain living independently in their own homes for as long as they can. Having a home that is in a decent state of repair and adapted to suit them and their families needs is essential in sustaining health and wellbeing.

2.6 The contract will be for three years with an option to extend for up to a further two years.

2. STRATEGIC PRIORITIES

2.1 The Strategic Priorities for the Customer relevant to the contract are set out below.

Bristol:

- The vision for adult social care is to support people in vibrant and diverse communities to live in a place they call home, with the people they love, doing the things that matter to them.
- The Adult Social Care Commissioning Strategy and Market Position Statement sets out the aim to have supply of good quality services, interventions and accommodation, now and in future, which enable people to optimise their independence in their own home and thrive within their communities of choice.
<https://www.bristol.gov.uk/files/documents/6916-commissioning-strategy-2022-2025/file>
- This includes a commitment to tackling health inequalities to help people stay healthier and happier throughout their lives. This is in line with and feeds into the wider Bristol City Council One City Plan.

B&NES:

- B&NES aims to improve peoples' lives and includes focusing on prevention, as outlined in its Corporate Strategy for 2023 -2027.
- B&NES Council exists for one clear purpose - to improve people's lives. The 2023-2027 Corporate Strategy sets out how they will continue to do this over the next four years:
<https://beta.bathnes.gov.uk/sites/default/files/Corporate%20Strategy%202023-2027.pdf>
- The Corporate Strategy includes a "focus on prevention" and highlights 9 priorities including:
 - Support for vulnerable adults and children – securing safe, effective services that meet the needs of our changing population
 - Healthy lives and places – working with health and other partners to tackle inequalities, promote healthy places, and support people to live healthier lives.
- The work of an HIA will support and align with the values and priorities set out in the Strategy.
- HIA services support the delivery of the adopted Joint Health and Wellbeing Strategy which includes the priority to create health promoting places and commits to improve the take up of low carbon affordable warmth support for private housing.
- Further information is available at: <https://beta.bathnes.gov.uk/document-and-policy-library/joint-health-and-wellbeing-strategy>

3. SUMMARY OF KEY DELIVERABLES

- 3.1 The contract will predominantly deliver a range of outcome focussed housing repair and adaption services that will enable older and disabled adults to live independently in their own homes. The services will include:

	Bristol	B&NES
Independent Living Handyperson Services	✓	ü - Self- funding only
Adaptations service (including Assistive tech if specified)	✓	✓
Casework and technical advice	✓ Integrated technical support and casework – additional agency fee applies -LA grant funded work including Disabled Facilities Grants (DFG) and energy efficiency grants, Affordable Warmth Grants, Urgent Repair Grants and similar that come in to being during the lifetime of the contract. -Lendology funded work for all age groups -Fully client funded work	✓ Integrated technical support and casework* To include: Council grants funded work including Disabled Facilities Grants, Affordable Warmth and Urgent Repair grants or equivalent minor works grants; Lendology low-cost loan funded work; and The option of fully client funded work. * Agency fee applies
Independent Living Centre / showroom staffed two days per week	✓	x
Home from Hospital casework services and Hospital Discharge related Handyperson Jobs	✓	x
Hoarding Support Service	✓	x
Information and Advice	✓	✓

4. CORE SERVICE USER GROUP AND ELIGIBILITY

4.1 The core service user group for this contract are older and disabled households across all tenures, although the majority are likely to be owner occupiers.

4.2 These services are available to mainly older people and disabled people resident or normally resident in Bristol and B&NES who are homeowners, private renters or people living in socially rented properties.

5. KEY OUTCOMES

- Help residents of B&NES and Bristol to remain in their own homes - either in existing or alternative homes that better meet their needs.
- Help residents to maximise their independence and improve their wellbeing.
- Help residents will feel safer, warmer and healthier.
- Meet the anticipated need for home improvement and adaptation services.
- Help residents avoid medical and/or social care which is the result of unsuitable or unsafe housing.
- Increase the number and success of hospital discharges and to prevent readmission.

6. KEY SERVICE OBJECTIVES

6.1 The key objectives of the service is to provide the following in line with the Key Performance Deliverables outlined in the Performance Regime and Performance Management Framework (PMF).

Home Improvement and Adaptations for Independent Living

6.2 Maximise independence, contributing to the reduction of people needing care and/or reducing care required in their home.

6.3 Advising on the installation of appropriate adaptation of homes and the use of innovative Assistive Technology (AT) where appropriate and/or specified.

6.4 Improve the housing conditions and energy efficiency of housing for older or disabled adults.

6.5 Ensure wellbeing and home safety is promoted and that residents who want help can be aided to carry out health, safety, accessibility and wellbeing improvements to their homes.

6.6 Help ensure people are living safe and well and that their home suits their needs.

6.7 The service is delivered in people`s homes, therefore employees must be trustworthy, reliable, and meet the required level of DBS checks.

Independent Living Handyperson Services

6.8 Provide a Independent Living Handyperson service for general independent living jobs. This may include but is not limited to installing grab rails, supplying and fitting a keysafes, minor household repairs, hanging doors and repairing window handles, gutter clearing, assembling flat-pack furniture.

6.9 The service may have a transparent charging policy (Bristol only) for Independent Living Handyperson services that provides good value for money for both the service user and commissioners, with surpluses used to expand commissioned and new services. See section 'Charging policy for handyperson services (Bristol only)' below.

Integrated technical support and casework

6.10 To assist clients with all aspects of work including making applications and project management for:

1. LA grant funded work including Disabled Facilities Grants (DFG) and energy efficiency grants, Affordable Warmth Grants, Urgent Repair Grants and similar that come in to being during the lifetime of the contract.)*
2. Lendology CIC loan funded work: Loan process should be streamlined to meet a maximum 8 weeks from date of loan agreed in principle to valid estimates submitted to LA. An additional fee is available for loan funded work in Bristol. There are additional fees provided for urgent repair grants and affordable home grants in Bristol.
3. Fully client funded work (optional).

*Additional agency fee applies in B&NES but not in Bristol for Better Care (DFG) funded work.

6.11 These jobs must be completed in a reasonable time having regard to the commissioning council's and client expectations and the Supplier must make every reasonable effort to progress cases that are referred. Suppliers are expected to record whether clients are satisfied with the time it took to complete integrated technical/casework jobs.

Home From Hospital Cases and Hospital Discharge related Handyperson Jobs (Bristol only)

6.12 These services will help ensure timely and coordinated discharge from both UBHT and NBT hospitals and associated work to prevent hospital readmission, responding to requests from OTs, practitioners and health professionals. This includes **Home from Hospital Handyperson Jobs** and **Home from Hospital Case Work**, ensuring patients can return to a home which is safe.

6.13 **Home from hospital case work** will predominantly include the timely deep cleaning of homes, decluttering of homes, clearance cases, and in some cases the eradication of pests, to ensure people can return home from hospital into a safe and hygienic environment that will support recovery.

6.14 **Hospital discharge related handyperson jobs** will require a quick and timely (typically within 2 working days) response to requests for urgent repairs or adaptations required for safe discharge, such as, but not limited to installation of grab rails, mop-stick handrails to stairs, key safe installation, external kee clamp rails, furniture moves, installing OT supplied equipment, installing furniture raisers, removing trip hazards. It is not expected that the provider will charge clients for Hospital related Handyperson Jobs.

Information and Advice Responses

6.15 The service must provide a comprehensive free telephone and web based advice and information service on a range of HIA related topics, ensuring people have the right information and guidance to understand their housing needs, and matching service users with resources available from other agencies and organisations. A fulfilled information and advice service response is defined where a service user receives a complete resolution to their query —from the initial point of contact through to the full successful resolution of their enquiry.

6.16 KPI activity targets relate in relation to Information and Advice will apply to Information and Advice responses, Handyperson Enquiries and Hoarding Support Information and Advice Responses (Bristol only). This does not include web site hits.

6.17 The service is also expected to provide information online through self-serve functions, with expected annual website hits as follows:

Bristol	
Information and Advice related web hits	12000
Information and Advice Hoarding Support Service related web hits	3600
B&NES	
Information and Advice web hits	1300

6.18 The service must ensure services are targeted and marketed at those who most need them, and residents are directed to appropriate housing related services.

6.19 The service must ensure processes are clear and understandable to people who use the HIA with information that is accessible to all.

Hoarding Support Services (Bristol only)

6.20 Specific funding is provided under this contract for a Hoarding Support service. The service must provide person centred 1-2-1 support for motivated homeowners and private tenants who need practical and emotional support for help with hoarding, empowering people to clear their possessions. These services will prevent hospital admission, increase wellbeing, building confidence, and help people keep their homes safe.

6.21 The service will visit clients in their homes to deliver practical and emotional support. This includes suggesting methods for organising and disposing of possessions where agreed, some decluttering support, supporting people to feel safe and comfortable, and suggesting other ways of improving their wellbeing.

6.22 Services are expected to be bespoke and last over a period of weeks and months if required, with a capacity target of 40 funded clients per year under this contract. People referred to the service will need to be assessed to ensure they are suitable for the service.

6.23 Support must be trauma-informed with the aim of building a supportive relationship with service users in order to build their confidence, matching service users with suitable support workers.

6.25 The Supplier is expected to work in partnership and take a multi-agency approach with other relevant agencies and to signpost service users to other areas of support. This may include access to specific support groups.

6.26 The Supplier is expected to make use of specialist trained staff and volunteers, who must be enhanced DBS and barred list checked.

Provision of a Showroom / Space for BCC Occupational Therapist Assessments (located in Bristol)

6.27 The HIA service must include the provision of a showroom that enables members of the public to view and try demonstration equipment. This must be at a safe and accessible venue in Bristol where people can come and look at products that are available to support them to remain living independently and/or to receive assessments from BCC staff – to date this has been called an Independent Living Centre. These premises must be in a central Bristol location, close to bus routes and provide an environment that feels safe and welcoming. Service users in B&NES can also visit this centre should they wish to.

6.28 The showroom provision must include conference rooms with internet access, that will enable members of the public to receive assessments from BCC Occupational Therapists or other BCC staff.

6.29 The showroom must include reception cover at least 2 days a week to help facilitate access to members of the public who have appointments for these assessments.

Providing added value

6.29 The service must collaborate with partners, enabling multi-agency working to meet the needs of the people who use the service.

6.30 The service must ensure a fully integrated approach to service provision.

6.31 The service must provide best value, complementing other services and minimising duplication of services.

6.32 The Supplier must provide added value by leveraging in additional resources to assist their clients.

7. SERVICE DELIVERY

Provide Home Improvement Agency services as specified

7.1 The Supplier must provide day to day management and co-ordination of the HIA service including satisfactory management and suitable integrated internal structure to enable services to be delivered effectively and efficiently. B&NES Council expect an integrated approach to case management whereby the surveyors and case workers are in the same team and work closely together on cases to deliver grant applications and work completions for their clients.

7.2 Provision of Project Management Service to provide a range of services to support residents improve their homes.

7.3 Provide information and advice on home improvements and adaptations for people living in their own homes; particularly vulnerable adults both on site and on-line.

7.4 Provide a service to enable people who need support to adapt or get their homes to a safe standard for them to continue to live independently or enable them to return home from hospital or other care settings.

7.5 Provide accessible information about the service, which can provide people with a range of options to help them make informed choices about where they are living and how to remain living independently.

- 7.6 Ensure staff and contractors are prepared for visiting people at home to deliver a safe and reliable service.
- 7.7 Use a range of appropriate media to communicate with the target client group and to enable access and outreach to people across the city, such as text, email, frequently asked questions, webpage and instant messaging.
- 7.8 Provide integrated home improvement support for home safety, independence and wellbeing.
- 7.9 Liaise with other stakeholders who might support older and disabled adults in their own homes.
- 7.10 Keep a suitable record of all contact with service users in line with GDPR.

Provide Information and Advice

- 7.11 Provide information and advice to people and stakeholders about how they can help themselves to maintain, adapt or improve their homes.
- 7.12 Look to resolve queries in a timely manner, preferably at first contact.
- 7.13 Provide information and advice to people and stakeholders about how to address housing related problems such as repairs, maintenance, improvements, adaptations, health and accident hazards, security, energy efficiency, fuel poverty and a lack of facilities.
- 7.14 Work with partners to develop and communicate consistent and clear messages about housing related issues and how people can best help themselves or get help when they need it.
- 7.15 Work closely with statutory and other agencies to ensure that the most appropriate services are available to target this client group.
- 7.16 Work with partners focussing on practical information and delivered via Self -serve via web including video help as well as telephone and joining service users with resources available from other agencies and organisations.

Assessment and Support

- 7.17 Triage to make sure HIA services are focused on those who most need help.
- 7.18 Ensure all clients in Bristol are triaged through Bristol City Council Care Direct (SWIFT) where disability assessments are undertaken.
- 7.19 Offer targeted support for those who need a greater amount of advice or support e.g. a person who needs to leave hospital and whose home needs adaption to make it safe.
- 7.20 Engage in multi-agency working to avoid delay and duplication.

7.21 Ensure clients are made aware of Lendology low cost loans to carry out repairs to their properties as appropriate.

7.22 The Supplier must contact the Local Authority if they have any serious concerns with the property condition that they are unable to resolve through the commissioned service, charitable funding and/or Local Authority loan or grant provision.

Enable people to stay in their own home

7.23 Provision of a range of support services to help homeowners maintain and improve their homes through a range of financial assistance and self-funded options.

7.24 In Bristol, referral to Care Direct (SWIFT, first point of contact in adult care) for disabled residents who may be eligible for a Disabled Facilities Grant.

Support foster carers who are undertaking adaptations/extensions to their homes (possible future service - Bristol Only)

7.25 This is a possible future service requirement and is not included in the pricing or assessment for the initial tender.

7.26 Support foster carers who are undertaking adaptations/extensions to their homes as part of a BCC capital grants and loan top-up scheme to enable them to either support another foster child, or better support a child in their care. The works could range from small scale works such as room partitions, through to creating wet rooms, all the way through to single storey extensions, as informed by BCC OT teams. This service would be offered as an optional service to carers who want more support to deliver their works. The Customer is not anticipating delivering a high frequency of capital works, and estimates potentially up to 5 projects per year.

Loans and Grants

7.27 The Customer may use the services of the Supplier to provide an agency service for loans for vulnerable homeowners.

7.28 The Customer may use the services of the Supplier to provide an agency service for grants for homeowners.

7.29 The Customer may use the services of the Supplier to provide hospital discharge cleaning and clearance works.

7.30 DAA Grants are discretionary grants offered under the regulatory reform order 2002 (Housing Assistance) and utilise DFG funding for their provision. See the attached Policy 'Private Housing – Financial Assistance Policy – Revised April 2024' that details the DAA work on pages 12 and 13:
<https://services.bristol.gov.uk/files/documents/2602-financial-assistance-schedule/file>

8. AGENCY FEES

1. Agency Fees

- 8.1 Agency Fees may be charged in the event that a client who requires handyman services is not in receipt of means tested benefits. Agency Fees can be charged by the Supplier, for organising the work, procuring the contractor and overseeing the work is done well. The HIA may need to apply for Building Regulations and Planning Permission depending on the scope of work being undertaken. Agency fees will be paid on receipt of invoices from the Supplier for any applicable completed jobs (building or improvement work) where agency fees apply, as detailed below.
- 8.2 **Integrated Casework and technical support cases completed:** In Bristol and B&NES the Supplier may charge an agency fee of up to 15% of the cost of works for each integrated case work and technical advice job which results in home improvements with the agreement of the Customer. 15% is charged on the cost of the building work (net costs), before VAT is applied. In Bristol and B&NES, agency fees may be applied where council grants or loans have been used to fund the works. In the case of Council grant funded work no fee is payable where the work does not go ahead or not completed. In B&NES, in the case of Council grant funded work, a proportion of the usual fee may be payable with the agreement of the Council where work does not go ahead or is not completed providing it could not be reasonably foreseen.
- 8.3 **Lendology Loans:** Agency Fees can be charged as a percentage of the cost of the works to which the loan is applied.
- Agency Fees payable under clauses 8.2 and 8.3 shall be 10% for the provision of a stair lift and 15% for all other repairs comprising works.
- 8.4 **Hospital Discharge and Discretionary Adaptations Assistance (DAA) jobs:** In Bristol the HIA can charge fees of up to 15% on net costs + VAT on all hospital discharge and Discretionary Adaptations Assistance (DAA) works jobs (net cost is the cost of the work (building work) before VAT is applied). In Bristol the Supplier will not charge a fee for DFG (Disabled Facility Grant) cases that the Supplier is project managing, but if that case has a top up using discretionary top up, (DAA grant), the Supplier may charge an Agency Fee in the amount of either 10% or 15% on that element.
- 8.5 No agency fee payments will be available for Disabled Facilities Grants or linked financial support in Bristol.
- 8.6 No agency fee is chargeable for Better Care Fund home adaptation related works in Bristol.

2. ADDITIONAL INCOME

- 9.1 The Supplier is expected to leverage additional income through the lifetime of the contract to help meet the stated service deliverables. Added value can be achieved through strong local networking, funding arrangements, and use of local contractors where applicable, ensuring a 'local first' approach, and providing additional self-funded services to support the wider operation of the HIA.

3. CHARGING POLICY FOR INDEPENDENT LIVING HANDYPERSON SERVICES (BRISTOL ONLY)

10.1 In Bristol, where the Supplier has a charge for the Independent Living Handyperson Service, this must be a fair and transparent charging policy and must ensure those who can afford the service pay a fair price. Pricing for handyperson services must be based on the estimated length of time required to deliver the different types of jobs as well as the likely materials costs associated with the job. The supplier should provide their charging policy for the handyperson services for year 1 of the contract.

10.2 THOSE IN RECEIPT OF MEANS TESTED BENEFITS, ON A LOW HOUSEHOLD INCOME OF LESS THAN 20K PER ANNUM OR HAVE SAVINGS BELOW 15K MUST RECEIVE A DISCOUNT ON THE COST OF USING HANDYPERSON SERVICE. THE SUPPLIER MUST ALSO LOOK TO SUPPORT SERVICE USERS WHO ARE ELIGIBLE TO PAY BUT ARE STRUGGLING TO PAY BY IDENTIFYING CHARITABLE GRANT POTS THAT MAY BE AVAILABLE. THE CUSTOMER RESERVES THE RIGHT TO ASK FOR DETAILS OF THE CHARGING POLICY AT ANY TIME AND THE DISCOUNT FOR THOSE ON MEANS TESTED BENEFITS, OR ON LOW INCOMES / SAVINGS.

4. KEY PARTNERS

12.1 The Supplier must work in close partnership with Voluntary Community and Social Enterprises (VCSE) and local business organisations to support people in their homes. This may include:

- Police, fire, energy advice services, health, social care, and local contractors.
- Registered Providers of social housing
- Charitable organisations

12.2 The service must work in partnership with the council, housing, health and social care agencies and other key stakeholders such as local community groups and forums to advertise the services, including coordinating communication with other council services and partners. This must include clearly setting out what services can be provided and how people can access the service.

5. QUALITY AND PERFORMANCE MANAGEMENT

Safeguarding

13.1 The Supplier must have clear, workable, well-publicised and regularly reviewed safeguarding policies and procedures that are in line with those of the Customer. This must include a whistle-blowing policy.

31.2 Policies and procedures must be aligned to and promote the six key principles of Adult Safeguarding. They must enable the adult at risk to be involved, dependent on their wishes and needs. Staff responsibilities must be clear, including how to record and report Safeguarding concerns. Policies must be accessible to all staff, people using the service and their support networks.

13.3 The Supplier will ensure their staff receive Adult Safeguarding training, to the required level, dependent on their responsibilities and involvement in Safeguarding procedures.

Training and Development

13.4 The Supplier must ensure there are management policies and procedures in place and Supplier Staff complete at a minimum mandatory training and additional training specific to the needs of the individuals and the service, where appropriate. Training prepares and supports staff to carry out their role effectively, develop their potential and secure good practice in service delivery, especially when supporting older and disabled people.

Risk Management

13.5 Suppliers must ensure control measures are appropriate in respect of the business and organisational reputation, and for the range of services provided. There is a regular review of the effectiveness of risk control measures, including the risk for service users and Supplier Staff. Suppliers should conduct risk assessments on activities, environments, manual handling and the risks to the service user.

13.6 Risk assessments will be updated annually or more frequently if required. Ensure that the organisation has a risk assessment process in place, that risks are well understood by workers in the organisation and that risks are both recorded and mitigated where appropriate. Customers should have processes in place to view service wide risks and any risks associated to the organisational running of the business. Best practice can be adapted from Social Care Institute of Excellence (SCIE) guidance.

Health & safety at work Act 1974

13.7 Ensure compliance with relevant H&S requirements for their own staff as well those requirements that apply to the design, tendering and management etc. of building and repair projects. For example, compliance with CDM - Construction Design and Management Regulations 2015, ensuring as far as is reasonably practicable that HIA appointed building contractors have an awareness of CDM 2015 and can be seen to take reasonable steps to comply with it.

13.8 The Supplier will comply with all Health & Safety regulations and Law and make their policy and procedures available to the Customer on written request. Further best practice guidance can be found below.

Building Contactor lists and schemes of work

13.9 For building contractors lists held by the HIA, the HIA shall ensure that all reasonable checks are completed on a regular basis for those contractors that they use to complete works for their clients such as Grant or loan applicants the HIA are helping. Checks to include, for example: adequate insurances are held and workers have appropriate training such as asbestos awareness. Contractors appointed by the HIA on their clients' behalf must also demonstrate an adequate understanding of the CDM (Construction Design and Management) Regulations 2015 and ensure that they comply with them.

13.10 The HIA in developing, managing and delivering schemes of works for their clients' properties/homes must comply with the requirements of CDM Regulations 2015. This includes any Handy Persons schemes or similar that the HIA provide.

13.11 For Handy Persons and any other worker directly employed by the HIA to carry out work in their client's homes – that those workers have the necessary qualifications appropriate to the type and level of work they are to undertake.

13.12 Supervisors managing building related contracts should be members of RICS or MCIOB or equivalent.

Recruitment and Retention

13.13 Suppliers should have effective recruitment and retention processes in place that minimises use of agency staff and improves staff retention and staff satisfaction. The Customer has an aspiration that all Suppliers are able to employ at the real living wage to aid in retention and continual professional development.

Background Checks

13.14 A Disclosure and Barring Service (DBS) check must have carried out for all Supplier Staff (where applicable) in the last three (3) years and the reference number can be provided for all managers and Supplier Staff involved in the delivery of the Service, and to be satisfied that any third party agency staff employed have a sufficient DBS.

Business Continuity

13.15 The Supplier Business Continuity and Disaster Recovery (BCDR) Plan in place shall be reviewed (at least) annually to accommodate, amongst other things, any changes that may affect the continuation of Service provision, such as change of accountable staff members and operational managers. Contingency plans include provisions to ensure continuity of Services, if key members of the staff team are not available.

Quality Assurance (QA)

13.17 The Supplier must engage and comply with QA visits by the Customer and any appropriate regulatory body. Information must be delivered in line with the Quality Assessment Framework in the Appendix below.

Communication

13.18 The Supplier will ensure that all Supplier Staff are competent and respectfully communicate with service users. Communication refers to conveying information through the exchange of thoughts, messages, or information, as by speech, visuals, signals, writing or behaviour. Suppliers must provide a fully accessible service, including providing staff who can communicate with service users in their chosen language, or have access to a translating and interpreting services.

13.19 Where the service user has a cognitive impairment, every effort will be made to engage with them in the best way possible to discover their views and preferences in accordance with the Mental Capacity Act Code of Practice. Language that service users find demeaning, offensive or unacceptable must always be seen as unacceptable practice. The Supplier will promote the use of inclusive language that makes no assumptions about a service user's background, belief or relationships with others.

13.20 Ensure people who use the service contribute to the design and delivery of services and are at the heart of service delivery.

13.21 The Supplier must have clear operational guidelines and procedures for managing demand for services in place that gives due regard to the needs of each service user.

Working with service users with Children/Children in education or Children's services

13.21 The Supplier and Supplier Staff will be aware of their responsibility to report any concerns about the treatment of children in accordance with requirements of the Customer under duties of the Children and Families Act 2014.

Behaviours that Challenge

13.22 The Supplier must positively engage and support individuals who show behaviours that challenge, recognising these behaviours often stem from feelings of confusion, frustration or distress. Risks to the service user, Supplier and others will be minimised as far as possible in instances where violent or aggressive behaviour may be anticipated, in line with positive risk mitigation and positive behavioural support approaches. Incidents of violence and aggression must be recorded and reported to the Customer and other involved professionals, once all necessary steps have been taken to ensure the safety of all involved.

Social Values

13.

13.1 The Supplier must demonstrate: (a) service user involvement and in service design, review, improvement and monitoring and will be able to evidence how services are co-produced with the Service User to ensure Services are meeting Outcomes; and (b) Suppliers must demonstrate how the interests and voice of the Service User is reflected in all aspects of service design and delivery.

13.2 The Supplier must demonstrate social value in the development of all services and policies.

13.3 Suppliers must be able to evidence how they take an individual or family-centred approach. This must include evidence of how they employ a differentiated approach to individual service users.

13.4 Suppliers must take positive action if service users report they are experiencing, discrimination, abuse or harassment.

6. STAFFING LEVELS

14.1 The customer will not prescribe staffing levels and resources to deliver the service. However, Suppliers must ensure adequate staffing levels to deliver the service required. For repairs Staff should ideally be trained across multiple trades. All staff will be fully trained and have access to information to enable high quality service delivery.

7. EQUALITIES

16.1 The council expects the Supplier to work to the principles of the Equality Act 2010, in particular the s.149 Public Sector Equality Duty (PSED). The Supplier must have due regard to the need to:

- a) Eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Act;
- b) Advance equality of opportunity between persons who share a relevant characteristic and persons who do not share it;
- c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

16.2 The Supplier will record equalities data for service users including information on all protected characteristics and will analyse data to compare outcomes for people with different characteristics. The Supplier will take steps to address any significant differences in outcomes for different groups and will also take steps to make sure its workforce is appropriately representative of its service users. The Supplier must not use the delivery of the service as an opportunity to promote religion or any equivalent philosophical belief or lack of belief.

16.3 Staff must receive regular and up to date training on delivering services for older and disabled people, including communication standards and service delivery standards, include having awareness of providing services for people with dementia and other health conditions.

16.4 The Supplier must involve service users in shaping, monitoring and improving the service in a planned and regular way. Participation should lead to changes in service delivery with the aim of achieving better outcomes.

16.5 Suppliers must demonstrate a commitment to ensuring equality of access for marginalised communities. This will need to be evidenced against the Performance Management Framework.

8. LEGISLATION AND GOOD PRACTICE

17.1 Appendix 2 highlights some of the Law applicable to Suppliers who provide the Service, which the Parties recognise must be delivered in line with Law and National best practice.

9. GENERAL MANDATORY POLICIES

18.1 The Customer requires the Supplier to comply with the following Mandatory Policies (as updated from time to time).

Bristol

1. **Anti-bribery and Anti-corruption** - <https://www.bristol.gov.uk/files/documents/1642-bribery-and-corruption-fraud-policy/file>
2. **Data and privacy policy** - <https://eur03.safelinks.protection.outlook.com/?url=https://www.bristol.gov.uk/council-and-mayor/data-protection-and-foi/data-protection-policy&data=05|01||62d3da57f63840fc1b1608db150ffd13|6378a7a50f214482aee0897eb7de331f|0|0|638126930628099930|Unknown|TWfPbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjojV2luMzliLCJBTiI6Ikl1haWwiLCJXVCI6Mn0=|3000||&sdata=+aY54HVfMq9f0+GvN37sHm84qCYh53klok/f/ot7R3A=&reserved=0-https://www.bristol.gov.uk/council/data-protection-and-foi/data-protection-policy>
3. **Fraud, Bribery and Corruption Policy and Security** - <https://www.bristol.gov.uk/files/documents/1642-bribery-and-corruption-fraud-policy/file>

4. **Health and Safety-**

<https://www.bristol.gov.uk/files/documents/3184-bcc-enforcement-policy/file>

<https://www.bristol.gov.uk/business/health-and-safety>

<https://www.bristol.gov.uk/files/documents/769-sustainable-procurement-policy/file>

5. **Quality Assurance Framework (QAF) – Attached**

6. **Modern Slavery & Human Trafficking -**

<https://www.bristol.gov.uk/residents/crime-and-emergencies/modern-slavery-and-exploitation>

Safeguarding -

<https://www.bristol.gov.uk/residents/social-care-and-health/adults-and-older-people/report-suspected-abuse>

<https://bristolsafeguarding.org/>

<https://bristolsafeguarding.org/media/zxgbrvyf/regional-joint-safeguarding-adults-policy-july-2023.pdf>

<https://www.bristol.gov.uk/council/policies-plans-and-strategies/social-care-and-health/keeping-children-safe#:~:text=The%20role%20of%20the%20Board%20is%20to%20make,you%27re%20concerned%20about%20a%20child%20or%20young%20person.>

Sustainability -

<https://www.bristolonecity.com/wp-content/uploads/2020/09/One-City-Ecological-Emergency-Strategy-28.09.20.pdf>

Equality and Diversity-

Bristol City Council Equity and Inclusion Policy and Strategic Framework | 2023–2027

<https://www.bristol.gov.uk/files/documents/6555-equality-and-inclusion-strategic-framework-2023-2027/file>

B&NES

B&NES Human Trafficking and Modern Slavery Policy -

<https://www.bathnes.gov.uk/our-work-and-policy-human-trafficking-and-modern-slavery>

B&NES Privacy Policy -

<https://www.bathnes.gov.uk/council-privacy-policy>

B&NES Anti Bribery Policy -

<https://www.bathnes.gov.uk/document-and-policy-library/bnes-anti-bribery-policy-2016>

B&NES Safeguarding Information -

<https://www.bathnes.gov.uk/tell-us-about-adult-being-abused-or-neglected>

<https://www.bathnes.gov.uk/report-concern-about-child>

Appendix 1

Demographics and Needs Analysis

Age

Bristol

- 61,700 older people make up 12.8% of the total population, one in every seven person living in Bristol is aged 65 or over.
- The need for services for older people, such as those provided by HIAs, is likely to increase.
- A potential 44% rise is projected by 2039.
- For people 85 and over, there could potentially be an 84% rise by 2039.
- The majority of people receiving handyperson services in Bristol are older people over the age of 55. In the last year, 31% were aged 75 to 84 and 22.2% were aged 85 to 94.
- Most project management cases are for those over the age of 55, with the highest proportion being aged 85 and over (15%), followed by the 80-84 age range (14.2%).

B&NES

- There are 38,149 residents aged 65 and over in B&NES which is 19.5% compared to the national average of 18.6%..

Disability

Bristol

- In the 2021 Census, there are 81,000 people in Bristol with a 'long-term physical or mental health conditions or illness whose day-to-day activities were limited'
- The number of people whose day-to-day activities are limited increased from 71,700 people in 2011 to 81,000 people in 2021. Of these, 32,440 (6.9%) had day to- day activities that are limited a lot and 48,715 (10.3%) have day-today activities limited a little.
- The demand for services for disabled people is expected to grow.
- According to the English Housing Survey Home adaptations report, 2019-20, around 1.9 million households in England had one or more people with a health condition that required adaptations to their home.
- There is a significant increase in the number of households that reported they did not have all the adaptations they needed, with 53% (1 million) of households in 2019-20 lacking one or more of the adaptations they needed, up from 45% in 2014-15
- Further information is available at: <https://www.bristol.gov.uk/council/policies-plans-and-strategies/social-care-and-health/joint-strategic-needs-assessment/>

B&NES

- The 2021 Census indicates 6.1% or 11,717 of Bath and North East Somerset residents identified themselves as 'Disabled and limited a lot. This is lower than the overall percentage across England and Wales of 7.6%.
- Self-reported disability for B&NES in the 2021 Cencus where activities were limited alot in the over 50's was 11%.

Appendix 2

Suppliers must comply with all relevant Laws which includes (but is not limited to) the following legislation.

Children Act 1989 The Act sets out the legal duties and responsibilities on local authorities and all organisations that work with children to promote and safeguard the welfare of children in need in their area.

The Care Act 2014 The Care Act creates a consistent route to establishing an entitlement to public care and support for all adults with needs for care and support.

Various practice guides in relation to the Care Act can be found under a number of different headings including, assessment guidance, support plans, reviews, Care Act etc. The Department of Health and Social Care Statutory Guidance provides more detail.

Mental Health Discrimination Act 2013 Through the Mental Health Discrimination Act 2013, some changes are made to protect some people who, in the past, could be affected by their mental health condition in the context of work.

Mental Capacity Act 2005 (MCA 2005) The Act sets out a two-stage test for assessing capacity to make decisions. It addresses how to make a decision in a person's best interests if they lack capacity. It is underpinned by key principles including the presumption of capacity.

Mental Health Act 1983 (MHA 1983) Main Purpose is around assessment and Treatment of Mental Disorder. Unlike the MCA 2005 and Deprivation of Liberty Safeguards (DoLS) that are designed to protect a service user's liberty through the least restrictive method possible, there is no lower age limit to the MHA83. Mental Disorder is defined in Section one (1) of the MHA83 as: 'Any disorder or disability of the mind'. Dependence on drugs and alcohol are excluded from this section. They are not on their own a mental disorder. A person with a learning disability only falls within this Section if their disability is associated with 'abnormally aggressive or seriously irresponsible conduct on his part'. Conditions which could fall within this definition include Depression, Bipolar Disorder, Schizophrenia and delusional disorders, Personality and behavioural changes caused by brain injury or damage, Personality Disorders, Eating Disorders and Autistic Spectrum Disorder.

The Equality Act 2010 The Supplier shall comply with the Equality Act (2010) and deliver services in line with Customer's equality, inclusion, and diversity policies. The Supplier shall assist the Council to meet its Public Sector Equality Duty (under the Equality Act, s149), demonstrating due regard to the Council's obligations. The Supplier shall have regularly reviewed policies detailing their duties and practice under the Equality Act (2010), specifying how they tackle discrimination and inequalities within the service based on any Protected Characteristics defined within the Act. Customers also expect the Supplier to tackle inequalities and discrimination based on factors not explicitly covered by the Equality Act, such as socio-economic inequalities. The Supplier must deliver care and support services that are culturally appropriate and accessible to all individuals. The Supplier will ensure all staff receive current equality and diversity training and understand their rights and responsibilities under the Equalities Act. The Supplier will support individuals using the service to understand their rights under the Equalities Act and ensure their equalities policy is readily available to all people using the service, and their support networks.

Human Rights Act 1998 The Act sets out the fundamental rights and freedoms that everyone in the United Kingdom is entitled to. It incorporates the rights set out in the European Convention on Human Rights (ECHR) into UK domestic law.

Housing Act 1996 This Act concerns the duties that a local authority has to homeless people and when these duties arise. Section 189 of this Act concerns the "priority need" hurdle that a homelessness application must pass for a council to have a duty to provide interim accommodation.

Housing Act 2004 Sections 239/240 provide the local authority with power of entry to properties for the purposes of inspection to identify hazards that pose risk of harm to health or safety. The local authority must provide 24 hours' notice to both the owner and the occupier and may be accompanied by others when entering the property. A magistrate may provide a warrant in circumstances where entry is refused, conferring power of entry (including entry by force if necessary).

Health & safety at work Act 1974 This Act is the primary piece of legislation covering occupational health and safety in Great Britain. It's sometimes referred to as HSWA, the HSW Act, the 1974 Act or HASAWA.

It sets out the general duties which:

- employers have towards employees and members of the public
- employees have to themselves and to each other
- certain self-employed have towards themselves and others

Housing Grants, Contruction and Regeneration Act 1996

This Act makes provision for: (a) grants and providing other assistance for housing purposes and about action in relation to unfit housing; (b) to amend the law relating to construction contracts and architects; and (c) to provide grants and other assistance for regeneration and development.

The Homelessness Reduction Act 2017 This Act made significant amendments to the existing homelessness legislation set out in Part seven (7) of the Housing Act 1996 (as amended). It introduced both the Prevent and Relief duties. Where local authorities have a duty to take reasonable steps to either prevent an eligible applicant from becoming homelessness, or to secure suitable accommodation if a person has become homeless

Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) is a legal requirement set by the Health and Safety Executive (HSE) to guide action in the case of a workplace or school accident. It applies to every workplace across the UK. Under RIDDOR, employers have a legal responsibility to report certain workplace incidents, occupational diseases and some dangerous occurrences or near misses.

Schedule 2 Performance regime**Part 1. KPIs****1. THE KPIs**

- 1.1 The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.

BRISTOL

100 % ACHIEVED: GREEN

80-99% ACHIEVED: AMBER

UNDER 80% ACHIEVED: RED

KPI Description	Requirement	Method of calculating service delivery/ measurement period	Monthly Target KPI	% achieved required for Green
Number of Information and Advice responses resolved	Defined as a completed resolution to a query for Information and Advice from the initial point of contact through to full successful recorded resolution. Does not include web hits.	Monthly performance report	43	100%
Number of Hoarding Support Service Information and Advice responses resolved	Defined as a completed resolution to a query related to the Hoarding Support service from the initial point of contact through to full successful recorded resolution. Does not include web hits.	Monthly performance report	8	100%
Number of Handyperson Enquiries resolved	Defined as a completed resolution to a query related to a Handyperson job from the initial point of contact through to full successful recorded resolution. Does not include web hits.	Monthly performance report	100	100%
Number of Independent Living	Defined as providing a completed handyperson independent living job to a	Monthly performance report	358	100%

KPI Description	Requirement	Method of calculating service delivery/ measurement period	Monthly Target KPI	% achieved required for Green
Handyperson Jobs completed	service user. This may include but is not limited to installing grab rails, supplying and fitting a keysafes, minor household repairs, hanging doors and repairing window handles, gutter clearing, assembling flat-pack furniture.			
Number of Integrated Casework and technical support cases completed	Defined as completed casework job in relation to the following: 1. LA grant funded work including Disabled Facilities Grants (DFG) 2. Lendology CIC loan funded work 3. Fully client funded work	Monthly performance report	39	100%
Number of Project Managed Home Improvement Cases completed	Defined as completed casework job in relation to the following, but not limited to: Lendology Home Loan drawdown, essential repairs or improvement grants and DAA cases. Agency fees can be charged on Lendology Loans.	Monthly performance report	2 or 3 (to achieve 30 per year)	100%
Number of Home from Hospital Discharge related Handyperson Jobs completed	Defined as providing a completed Home from Hospital Handyperson job to a service user. Such as, but not limited to installation of grab rails, mop-stick handrails to stairs, key safes installation, external kee clamp rails, furniture moves, installing OT supplied equipment, installing furniture raisers, removing trip hazards. It is not expected that the provider will charge clients for Hospital related Handyperson	Monthly performance report	158	100%

KPI Description	Requirement	Method of calculating service delivery/ measurement period	Monthly Target KPI	% achieved required for Green
Number of Home from Hospital Cases completed	Defined as providing a completed Home from Hospital Casework job to a service user, to support safe discharge from hospital. This will predominantly include the deep cleaning of homes, decluttering of homes, and clearance cases, and in some cases the eradication of pests, to ensure people can return home from hospital into a safe and hygienic environment that will support recovery.	Monthly performance report	12	100%
Number of Hoarding Support Cases completed	Defined as providing a completed Hoarding Support service for a service user. Providing person centred 1-2-1 support for motivated homeowners and private tenants who need practical and emotional support for help with hoarding, empowering people to clear their possessions. This will include visiting clients in their homes to deliver practical and therapeutic support, suggesting methods for organising and disposing of possessions where agreed, with some decluttering support.	Monthly performance report	3 or 4 (to achieve 40 per year)	100%

BATH AND NORTH EAST SOMERSET**100 % ACHIEVED: GREEN****80-99% ACHIEVED: AMBER****UNDER 80% ACHIEVED: RED**

KPI Description	Requirement	Method of calculating service delivery/ measurement period	Monthly Target KPI	% achieved required for Green
Number of Information and Advice Responses	Defined as a completed resolution to a query for Information and Advice from the initial point of contact through to full successful recorded resolution. Does not include web hits.	Monthly performance report	17	100%
Number of Handyperson Enquiries resolved	Defined as a completed resolution to a query related to a Handyperson job from the initial point of contact through to full successful recorded resolution. Does not include web hits.	Monthly performance report	33	100%
Number of Handyperson Jobs Completed	Defined as providing a completed handyperson independent living job to a service user. This may include but is not limited to installing grab rails, supplying and fitting a key safes, minor household repairs, hanging doors and repairing window handles, gutter clearing, assembling flat-pack furniture.	Monthly performance report	30	100%
Total Integrated casework and technical support cases completed attracting grant funded agency fee	Defined as completed cases including 12 Affordable Warmth Grant cases, 30 Urgent Repair Grant cases, 10 ad-hoc urgent work requests.	Monthly performance report	4 or 5 (to achieve 52 per year)	100%
Total Integrated Casework and technical support DFG cases completed	Defined as completed cases specifically 30 project managed DFG cases	Monthly performance report	2 or 3 (to achieve 30 per year)	100%

KPI Description	Requirement	Method of calculating service delivery/ measurement period	Monthly Target KPI	% achieved required for Green
attracting grant funded agency fee				
Self-funded cases per year	Project management for self-funded work for example kitchen and bathrooms	Monthly performance report	Delivery volume to be agreed with supplier, within capacity, after meeting targets above.	100%

- 1.2 The Supplier shall monitor its performance against each Target KPI and shall send the Authority a report detailing the Achieved KPIs in accordance with Schedule 5.

Part 2. Consistent failure

In this Agreement, **Consistent Failure** shall mean:

- (a) For Bristol: 4 or more of the Bristol Target KPIs labelled Red in a rolling 6-month period.
- (b) For B&NES: 2 or more of the B&NES Target KPIs labelled Red in a rolling 6-month period, with particular focus on the completion of DFG cases.

AND/OR

- (c) The Supplier repeatedly breaching any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

Schedule 3 Supplier's Tender



Schedule 4 Charges and payment

1. CALCULATION OF THE CHARGES

2 The Charges Shall be calculated based on the rates and prices set out in this schedule.



DN772241 - Home
Improvement Agency

3 Tender Pricing Document.

4 Payment is subject to the delivery of monthly reports which shall include evidence of the delivery of Services against monthly delivery targets as included in this Agreement. Monthly reports shall be provided to the Authority and presented at quarterly contract management meetings. The reporting shall comply with the requirements of Schedule 11A.

5 The Supplier shall be paid monthly in arrears.

6 Annual Charges payable under this Agreement by B&NES may be up to but shall not exceed ninety-eight thousand pounds (£98,000).

7 Annual Charges payable under this Agreement by Bristol may be up to but shall not exceed eight hundred and twenty-three thousand eight hundred and eighty six pounds (£823,886).

8. The amounts included at clauses 6 and 7 above shall be inclusive of any Agency Fees raised by the Supplier in accordance with clause 8 of Schedule 1, Specification.

TERMINATION PAYMENT DEFAULT

8 In the event that at any time undisputed Charges of £1,000,000 have been overdue for payment for a period of 60 days or more, the Authority will have committed a Termination Payment Default.

Schedule 5 Contract management

1. AUTHORISED REPRESENTATIVES

1.1 The Authority's initial Authorised Representative: [REDACTED]

1.2 The Supplier's initial Authorised Representative: [REDACTED]

2. REPORTS

2.1 Type

2.2 Monthly monitoring reports

2.3 Contents

2.4 Monthly monitoring reports must report on achievement against all monthly KPI targets for each contracting Authority, and show progress towards the annual target. They must include sufficient detail regarding Services delivered for the Authority to be able to calculate Charges payable in that month to the Supplier.

2.5 Frequency

2.6 Monthly as stated in the Performance Management Framework.

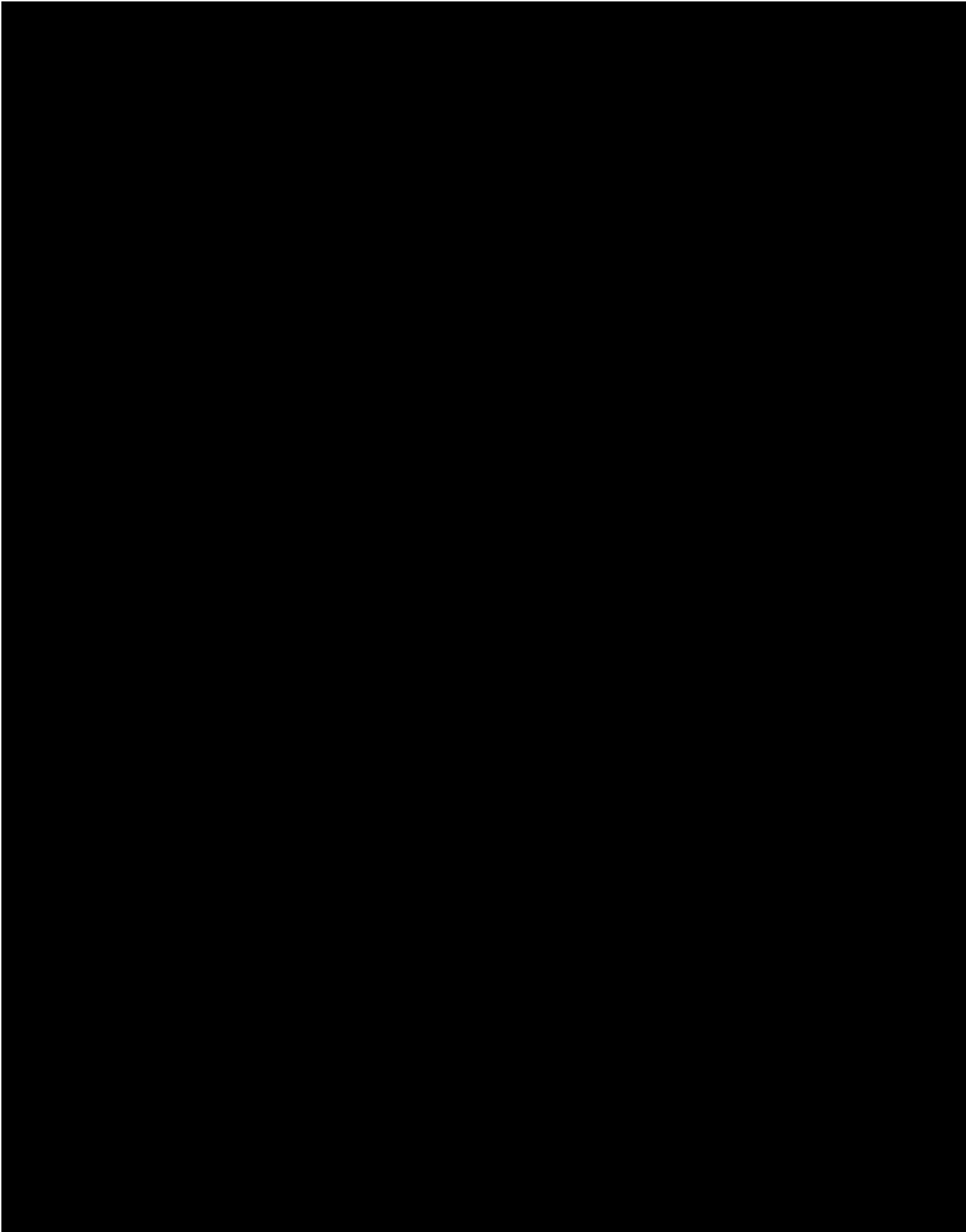
2.7 Quarterly Performance Review Meetings will take place to discuss and further monitor performance.

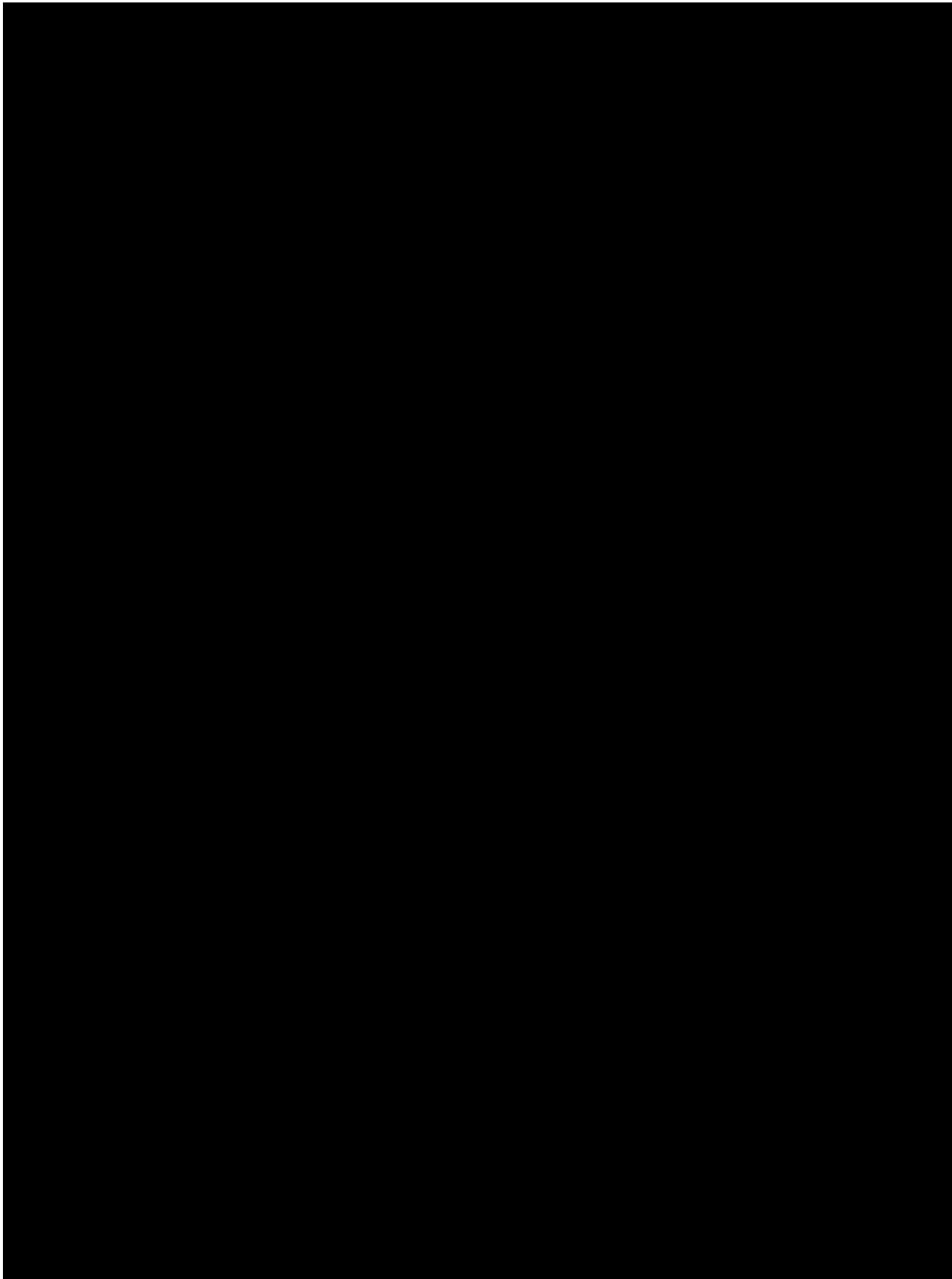
2.8 Circulation list

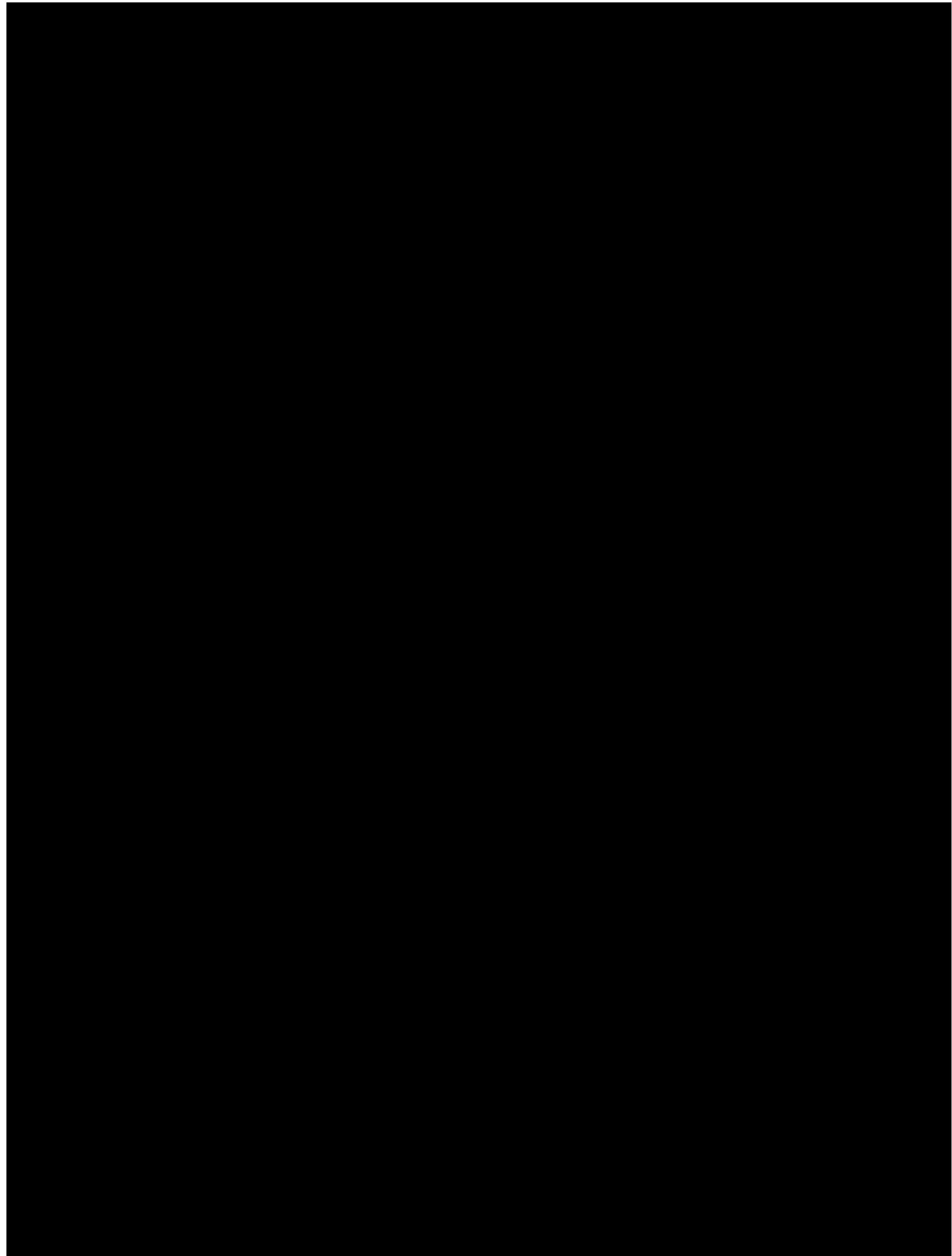
2.9 Authorities initial Authorised Representatives and agreed key stakeholders.

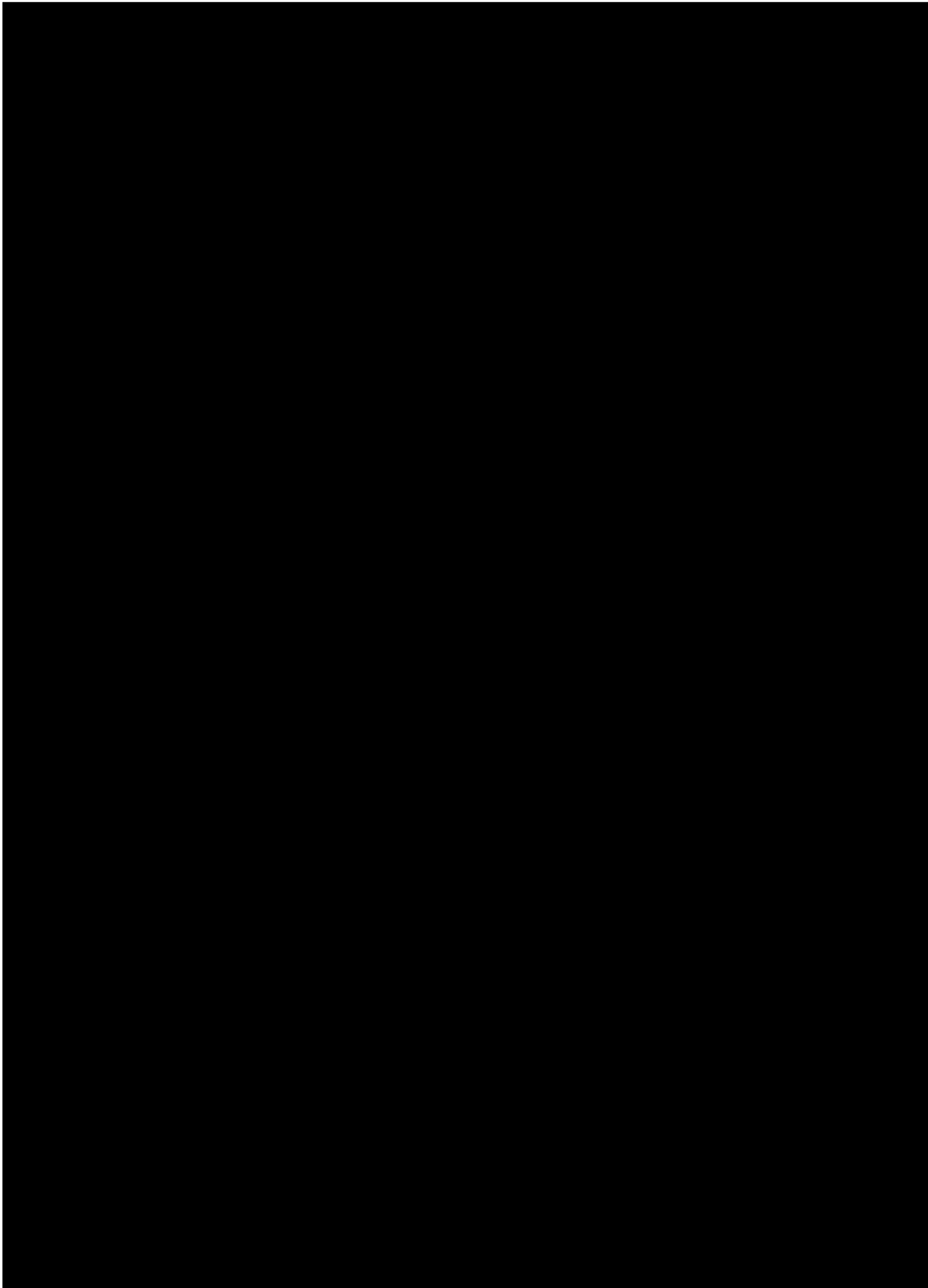
Schedule 6 Disaster recovery

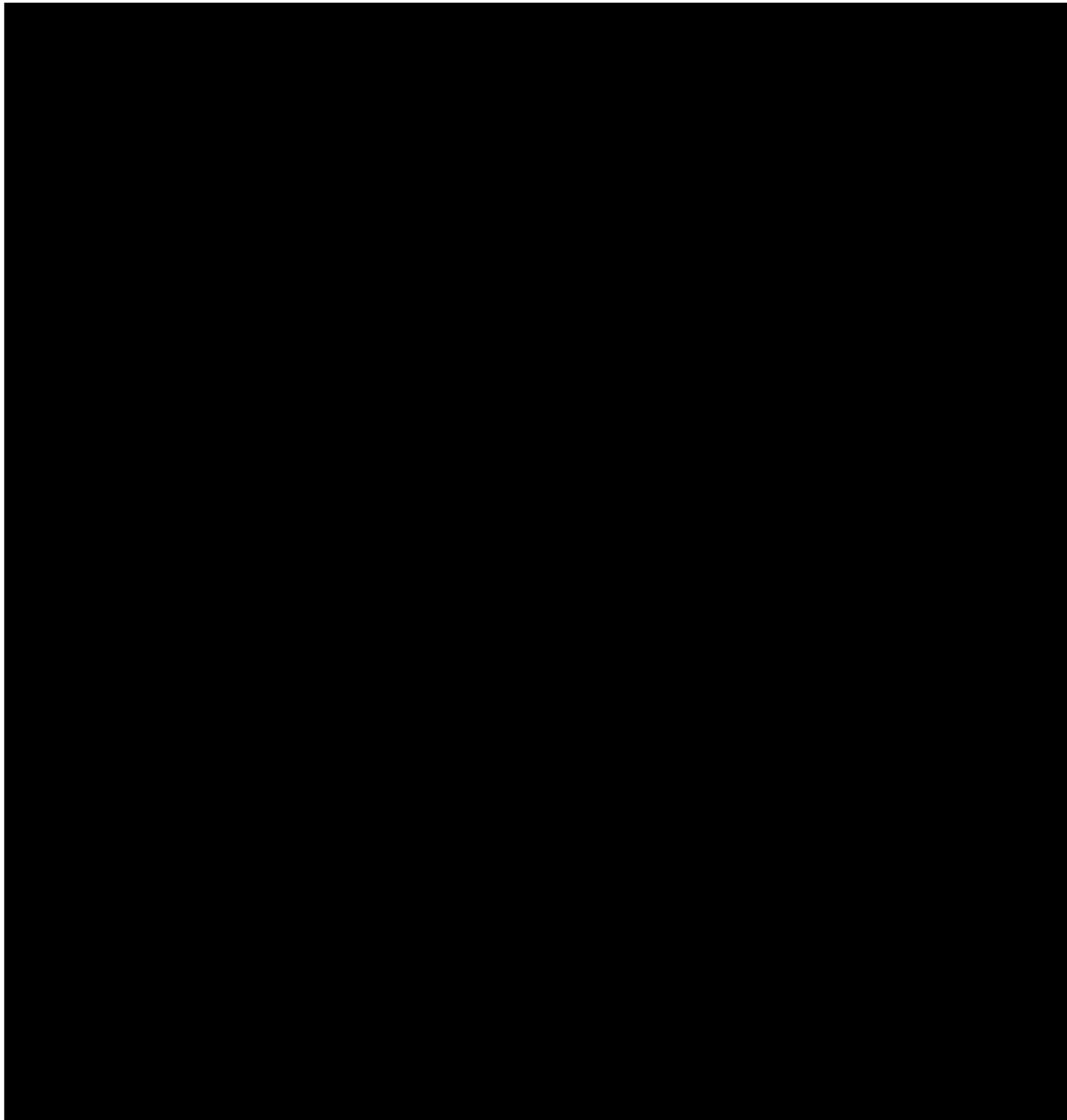
Business Continuity and Disaster Recovery Plan











Schedule 7 Change control

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;
- (j) provision for signature by the Authority and the Supplier; and
- (k) if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this Agreement under clause 28.3 will be apportioned.

2.5 For each Change Control Note submitted by the Supplier the Authority shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
 - (iii) notify the Supplier of the rejection of 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 8 Exit management plan Not Used

Schedule 9 TUPE

TUPE

1. DEFINITIONS

In this Schedule the following words and phrases have the following meanings which supplement Clause 1 (Definitions and Interpretation):

Acquired Rights Directive: the European Council Directive 77/187/EEC on the approximation of the laws of the European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as retained, amended, extended, re-enacted or otherwise from time to time;

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

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

Former Supplier: a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part thereof) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor);

New Fair Deal: the revised Fair Deal position set out in HM Treasury guidance "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013, including any: (a) amendments to that document immediately prior to the Relevant Transfer Date, and (b) similar pension protection in accordance with Annexes Appendices A, B C and D of Part 4 (Pensions) of this Schedule as notified to the Supplier by the Customer;

Old Fair Deal: HM Treasury guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Relevant Issues" issued in June 2004;

Partial Termination: the partial termination of the relevant Contract to the extent that it relates to any part of the Services as further provided for in Clauses 23.4 (Authority or Customer Termination on Default) or 23.6 (Supplier Termination);

Relevant Transfer: a transfer of employment to which TUPE applies;

Relevant Transfer Date: in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place; for the purposes of Part 4 (Pensions) and its Appendices, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become reference to the Commencement Date;

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

Staff Information: in relation to all persons identified on the Supplier's Provisional Personnel List or Supplier's Final Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the Data Protection Law), but including in an anonymised format:

- a. their ages, dates of commencement of employment or engagement, gender and place of work;
- b. details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;

- c. the identity of the employer or relevant contracting Party;
- d. their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- e. their wages, salaries and profit sharing arrangements, as applicable;
- f. details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- g. any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- h. details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- i. copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- j. any other "employee liability information", as defined in regulation 11 of TUPE;

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

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

Transferring Customer Employees: those employees of the Customer and/or the Customer's subcontractors to whom TUPE will apply on the Service Transfer Date;

Transferring Supplier Employees: those employees of the Supplier and/or the Supplier's Subcontractors to whom TUPE will apply on the Service Transfer Date; and

Transferring Former Supplier Employees: in relation to a Former Supplier, those employees of a Former Supplier to whom TUPE will apply on the Relevant Transfer Date.

2. INTERPRETATION

2.1 Where a provision in this Schedule imposes an obligation on the Supplier, including without limitation to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Customer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claim under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

2.2 Paragraphs 4.1, 4.3 and 5.1 of Part 1, Paragraph 2.1 and 2.6 of Part 2, Paragraph 3.1 of Part 3, Part 4 and Paragraph 1.4, 2.3 and 2.8 of Part 5 of this Schedule (together Third Party Provisions) confers benefits on third parties (each a Third Party Beneficiary) are intended to be enforceable by Third Party Beneficiaries by virtue of CRTPA.

2.3 A person who is not a Party to this Call-Off Contract has, subject to Paragraph 2.2, no right to enforce any term of the Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to CRTPA.

2.4 No Third Party Beneficiary may enforce or take any step to enforce any Third Party Provision without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.

2.5 Any amendments or modifications to the Call-Off Contract may be made and any rights created under Paragraph 2.2 above may be changed or extinguished by the Parties without the consent of any Third Party Beneficiary.

2.6 This Schedule is made up of the following Parts:

- 3. Part 1 (Transfer from a Former Supplier)—TUPE Transfer at Commencement Date
- 4. Part 2 (Pensions): Appendix A (CSPS), B (NHSPS), C (LGPS), D (Other Schemes)
- 5. Part 3 (TUPE Transfer on Exit),

and Customers must choose the relevant Parts that apply to their Contract.

PART 1 – TUPE TRANSFER FROM FORMER SUPPLIER AT COMMENCEMENT DATE Not Applicable to this agreement

1.

PART 3 – TUPE TRANSFER ON EXIT

1. Pre-TUPE Transfer Obligations

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Customer of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- (b) the date which is 12 Months before the end of the Term; and
- (c) receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format to comply with the Data Protection Law, the Supplier's Provisional Personnel List, together with the Staff Information in relation to the Supplier's Provisional Personnel List and it shall provide an updated Supplier's Provisional Personnel List at such intervals as are reasonably requested by the Customer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Subcontractor:

- (a) the Supplier's Final Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees; and
- (b) the Staff Information in relation to the Supplier's Final Personnel List (insofar as such information has not previously been provided).

1.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraph 1.1 and Paragraph 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier and any Replacement Subcontractor that all information provided pursuant to Paragraph 1.1 and Paragraph 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1(a), Paragraph 1.1(b) and Paragraph 1.1(c), the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Personnel List and shall not without the Approval of the Customer (not to be unreasonably withheld or delayed):

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

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

1.6 On or around each anniversary of the Commencement Date and up to 4 times during the last 12 Months of the Term, the Customer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of a receipt request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Customer such information as the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services;

- (c) the extent to which each employee qualifies for membership of any Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Appendices to Part 4 (Pensions) as appropriate; and
 - (d) a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transfer-ring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Personnel List who is a Transferring Supplier Employee:
- (a) the most recent Month's copy pay slip data;
 - (b) details of cumulative pay for tax and pension purposes;
 - (c) details of cumulative tax paid;
 - (d) tax code;
 - (e) details of any voluntary deductions from pay; and
 - (f) bank/building society account details for payroll purposes.

2. TUPE Exit Provisions

- 2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which TUPE and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of TUPE, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of TUPE) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under TUPE in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
- (a) any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - (b) the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - (c) any claim by any trade union or other body or person representing any Transfer-ring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions in relation to any:
 - (i) Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC (or other statutory authority) relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) employee who is not identified in the Supplier's Final Personnel List, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer their employment from the Supplier to the Customer and/or Re-placement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC (or other statutory authority) relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date;
- (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier Final Personnel List for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of relevant Contract and/or TUPE and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of TUPE.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date; or
- (b) arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under TUPE.

2.5 If any person who is not identified in the Supplier Final Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract or employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to TUPE or the Acquired Rights Directive, then the:

- (a) Customer shall procure that the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Customer and Supplier in writing; and
- (b) Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days or receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Subcontractor shall, immediately release or procure the release of the person from their employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

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

the Customer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or Replacement Subcontractor acting in accordance with Paragraph 2.5 to Paragraph 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier shall indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of employment of any of the Supplier's employees pursuant to Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

(a) shall not apply to:

- (i) in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
- (ii) any claim that the termination of employment was unfair because the Re-placement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier with-in 6 Months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Sup-plier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraph 2.5 to Paragraph 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under TUPE and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any per-son identified in the Supplier Final Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Scheme and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary appointments in respect of any periodic payments shall be made between the:

- (a) Supplier and/or any Subcontractor; and
- (b) Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Customer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of TUPE. The Customer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of TUPE.

2.13 Subject to Paragraph 2.14, the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcon-tractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Replacement Supplier and/or Replacement Subcon-tractor in respect of any Transferring Supplier Employee in the Supplier Final Personnel List or any appropriate employee representative (as defined in TUPE) of any such Transferring Supplier Employee;
- (b) the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier Final Personnel List; and/or
 - (ii) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier Final Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transfer-ring Supplier Employees identified in the Supplier Final Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier Final Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier Final Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier Final Personnel List

on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

(f) any proceeding, claim or demand by HMRC (or other statutory authority) in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions in relation to any:

(i) Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC (or other statutory authority) relates to financial obligations arising after the Service Transfer Date; and

(ii) employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC (or other statutory authority) relates to financial obligations arising after the Service Transfer Date;

(g) a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and

(h) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of TUPE.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under TUPE or the Law.

Schedule 10 Commercially sensitive information

The pricing included in this agreement is commercially sensitive information of the supplier.

Schedule 11 Social Value

Schedule 11 - Social Value and Health and Sustainability

1. Definitions and Interpretation

1.1. In this Schedule:

1.1.1. references to Paragraphs are references to Paragraphs of this Schedule unless stated otherwise and/or the context indicates otherwise;

1.1.2. for the avoidance of doubt, no interest shall be due on any sums paid or repaid by the Council to the Provider pursuant to this Schedule;

1.1.3. if any provision of this Schedule conflict with any other provisions of this Contract, the other provisions of this Contract shall take precedence over the provisions of this Schedule; and

1.1.4. the following terms shall have the following meanings:

Achieved SV the Unit(s) of SV Measure delivered by the end of the Contract Year.

Commencement Date the date on which this Contract is stated to commence under the main terms and conditions of this Contract.

Contract the contractual agreement to which this Schedule is appended.

Contract Year means each 12-month period of the Contract commencing on the Commencement Date and followed immediately by any other relevant anniversary of the Commencement Date.

Council Bristol City Council and/or B&NES as appropriate and as the context allows

Extension any extension to the Initial Term.

Health and Sustainability Requirements the health and sustainability requirements set out in Part 2 of this Schedule.

Initial Term

as defined in the main body of the Contract or where not so defined the term of the Contract as set out in the main body of the Contract without any extensions to that term.

ITT the invitation to tender (or equivalent) issued by the Council to bidders to invite them to tender for this Contract.

Obligated Goods/Works/Services any goods, works and/or services the Provider is obliged to provide or ensure are provided under this Contract (and for the avoidance of doubt, services shall include the operation of a concession).

Payments Due means 100% (one hundred percent) of the total value of the payments (price / charges / fees, etc) due to the Provider under this Contract for the Obligated Goods/Works/Services, which, for the avoidance of doubt, may be zero.

Performance Targets the minimum Unit(s) that the Provider must deliver for each individual SV Measure during the course of a Contract Year.

Where the Initial Term is less than 24 months the Provider must deliver all Unit(s) of each individual SV Measure by the end of the Initial Term.

Where the Initial Term is 24 months or more the Provider must deliver all Unit(s) of each individual SV measure by the end of the last whole Contract Year of the Initial Term (for example all SV commitments for a 30-month contract must be delivered by the end of the first 24 months).

Where the duration of the Initial Term of the contract is 24 months or more, the targets for each individual Contract Year are calculated as follows:

a) Initial Contract Years (excluding the final whole Contract year): targets are calculated by taking the total number of Unit(s) of each individual SV measure committed for the Initial Term of the Contract and dividing that number by the number of whole years in the Initial Term of the Contract and then rounding the result down to the nearest number of whole Units for each SV measure.

b) Final Contract year: For the final whole Contract Year the targets for each individual SV measure are calculated by taking the total number of Unit(s) of each individual SV measure committed for the Initial Term of the Contract and subtracting the targets for each initial Contract Year calculated as per (a) above.

Provider the party contractually liable for providing the majority of goods/works/services (services shall include the operation of a concession) under this Contract (unless this party is the Council, in which case, the Provider shall be the party responsible for providing the next largest amount of goods/works/services under this Contract after the Council).

Quarter each 3-month period of the Term (the first quarter commencing on the Commencement Date).

SV Deduction means the financial sum that the Council has a right to deduct annually from the Payment Due Such amount calculated in accordance with Annexure 1 and being the amount that the Provider agrees represents the reasonable costs to the Council of providing the relevant Unit(s) of SV Measure(s).

SV Measures as the context requires, the social value measures (including the Health and Sustainability Requirements) the Provider:

- a) committed to providing in its Tender (attached at [Annexure 2]); and/or
- b) is obliged to provide under this Contract (including any further SV Measures and, if agreed to by the Council in writing in advance, any alternative social value measures of the same nominal value as social value measures that were tendered).

Tender the tender submitted by the Provider in response to the ITT, including any submissions in respect of social value and health and sustainability taking into account the Health and Sustainability Requirements.

Term as defined in the main body of the Contract or where not so defined the period of the Initial Term as may be varied by:

- a) any extension;
- b) the earlier termination of this Contract in accordance with its terms; and

Unit(s) the quantity, sum, volume, amount, level or other form of matrix of SV Measures as detailed in Annexure 1.

Year means the 12-month period commencing on the Commencement Date and “Year” followed immediately by any other numeral has a corresponding meaning but by reference to the relevant anniversary of the Commencement Date.

Part 1 – Social Value Performance Measures

2. Performance Targets and Management

2.1. The Provider has committed to delivering one or more Units for each of the SV Measures [set out in Annexure 2].

2.2. The Provider is required to deliver minimum Unit(s) for each individual SV Measure (Performance Target) by the end of each Contract Year.

2.3. The Provider shall provide the Council with a report which shall detail the Achieved SV against the Performance Target. The Provider shall provide the Council with any other information and assistance required to enable the Council to value, measure, monitor and report on whether the Provider has provided the SV Measures, including providing all data reasonably required for the Council to be able to assess whether the Performance Targets have been met.

2.4. The report and information required in clause 2.3 above must be provided in a format prescribed by the Council against each individual SV Measure and provided within 2 weeks of the end of every Quarter of this Contract or as otherwise set out in the reporting schedule agreed with the contract administrator/service manager/Project manager/contract manager. The information must be provided throughout the contract Term and must be sent to the contract administrator/service manager/project manager/contract manager, or any other officer appointed on behalf of the Council to manage the Contract.

2.5. If by the end of each Contract Year the Achieved SV is less than the requisite Performance Target for that individual SV Measure, the Council shall have the right to make a SV Deduction by withholding and retaining an amount from the Payment Due to the Provider.

2.6. The amount of SV Deduction that the Council has a right to withhold and retain pursuant to clause 2.5 above shall be calculated in accordance Annexure 1 of this Schedule and deducted on the last month of each Contract Year.

2.7. Where the Contract is subject to an Extension the Performance Target will be calculated based on the value of the extension and pro-rated and then rounded down to nearest number of whole Units (s) for each individual SV Measure based on targets committed to at tender stage for the Initial Term.

2.8. If the Achieved SV is more than the Performance Target for a particular Contract Year, the Provider shall be entitled to carry over those additional Unit(s) to the following year.

2.9. Regardless of any other provision of this Contract, if the Provider does not comply with its obligations under Part 1 of this Schedule, the Provider shall be deemed to not have provided any SV Measures in respect of the Contract Year(s) to which the non-compliance relates for the purposes of determining compliance with this Schedule.

2.10. If for any reason(s), the Council decides to appoint another party to value, measure, monitor and report on whether the Provider has provided the SV Measures (Alternative Evaluator), the references to 'Council' shall be read as references to 'the Alternative Evaluator'.

2.11. If there is any disagreement as to whether the Provider's obligations under this Schedule have been met the disagreement shall be subject to the dispute resolution provisions included in this Contract.

3. SV Deductions and Payments

3.1. Where the Provider fails to deliver the Performance Target in any Contract Year, an SV Deduction will be made which shall be calculated in accordance with Annexure 1.

3.2. Notwithstanding any other terms of this Contract, for the duration of the term of this Contract the parties agree that if Provider has failed to Achieve SV, the Council shall have the right to withhold and retain for its own benefit all of the SV Deductions that have been deducted.

3.3. If the SV Deduction is greater than the Payments Due, the Provider shall pay to the Council the difference between the Payments Due and the SV Deduction (the "Difference Payment") within 7 days of receiving a notification to this effect from Council.

4 Not Used

5. Non-Exclusive Remedies

5.1. The Parties agree that the Council's right to make an SV Deduction by withholding and retaining a payment from the Payment Due under this Schedule, as a result of the Provider failing to Achieve SV is a non-exclusive remedy. This Schedule is without prejudice to any other right or remedy set out in this Contract or otherwise available to the Council.

5.2. For the avoidance of doubt the obligations and rights set out in this Schedule [x] are separate and in addition to any other key performance indicators, service credits or any other requirement or obligations for management and/or performance set out in this Contract.

Part 2 – Health and Sustainability

6. Provider's Compliance

6.1. The Provider shall ensure that it complies with:

6.1.1. the Health and Sustainability Requirements and any other environmental requirements/standards included in this Contract; and

6.1.2. any health and sustainability obligations included in the Provider's Tender.

7. General Health and Sustainability Requirements

7.1. The Provider shall in performing its obligations under this Contract:

7.1.1. ensure energy consumption and associated carbon emissions are kept to a minimum; and

7.1.2. minimise the release of air pollutants and other substances damaging to health and the environment taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Provider personnel, emissions from Provider offices and equipment.

7.2. Where requested in the Health and Sustainability Requirements, the Provider shall:

7.2.1. ensure that it has in place and operates a suitable environmental management system for managing its environmental risks and opportunities (and provide reasonable evidence of such system being in place and operated to the Council within 2 weeks of the Commencement Date and each anniversary of the Commencement Date), which as a minimum must:

7.2.1.1. assess the environmental impact of all past, current and future operations;

7.2.1.2. specify steps to continuously improve environmental performance; and

- 7.2.2. produce a carbon reduction plan and/or a climate change resilience plan of reasonable quality, comply with such plan(s), update such plan(s) annually and provide copies of such plan(s) and evidence of its compliance with such plans within 2 weeks of each anniversary of the Commencement Date; and
- 7.2.3. when providing the Obligated Goods/Works/Services reuse and recycle materials or products that can be reused or recycled and estimate the quantity and approximate value of each and their percentage of total waste.
- 7.2.4. require its personnel to be trained in environmental matters.
- 7.3. The Council shall monitor the Providers performance in accordance with this Schedule [x] and determine whether the Contractor's obligations including Performance Targets have been met.

8. Health and Sustainability Requirements

8.1. These Sustainability Requirements shall only apply so far as they are relevant to the performance by the Contractor of its obligations under this Contract.

8.2. The following terms shall have the following meanings in these Sustainability Requirements:

Contract the contract to be entered into by Bristol City Council and B&NES and the winning bidder following the conclusion of this procurement

Provider the party contractually liable for providing the majority of goods/works/services (including any the provision of any concession) under the Contract (unless this party is the Council, in which case, the Provider shall be the party responsible for providing the most goods/works/services under the Contract after the Council)

Council Bristol City Council and/or B&NES as the context allows.

Cost Prohibitivemeans where the total cost of the Contract to the Contractor is increased by more than 5% due to the difference in price between the environmentally preferable goods/works/services and the standard goods/works/services
Government Buying Standards Government Buying standards set out at Sustainable procurement: the Government Buying Standards (GBS) - GOV.UK (www.gov.uk) as updated from time to time and including any successor standards
Obligated Goods/Works/Services Any goods, works and/or services (including the provision of any concession) the Contractor is obliged to provide or ensure are provided under the Contract

Contractor the party contractually liable for providing the majority of goods/works/services (including any the provision of any concession) under the Contract (unless this party is the Council, in which case, the Contractor shall be the party responsible for providing the most goods/works/services under the Contract after the Council)

Site Any site on which the Contractor is obliged to ensure Works are carried out pursuant the Contract

Single Use Plastic Items Single-use plastic items are plastic items that are used once, or for a short period of time, before being thrown away

General

8.3. When providing any Obligated Goods/Works/Services the Provider shall

- a. Ensure all Obligated Goods/Works Services comply with the relevant Government Buying Standards imposed on central government departments
- b. Ensure all materials used are certified as sustainable by a reputable body where such certification is available
- c. In the performance of the Contract not to produce or import plastic packaging with less than 30% (by weight per item) recycled content
- d. as far as reasonably possible in the performance of the Contract
 - i. raw material use is minimised;
 - ii. the use of energy, water and other resources is minimised;
 - iii. waste is minimised by reducing the amount produced including by minimising use of Single Use Plastic Items, re-using where possible any waste produced and recycling any waste

8.4. The Provider shall ensure all vehicles used in the performance of the Contract meet all applicable environmental regulations relating to engine tuning and emissions, and all vehicles shall meet the emission standards (as updated from time to time an including any successor standards) required to not be charged if the vehicles were driven in Bristol's Clean Air Zone (View a map of Bristol's Clean Air Zone - bristol.gov.uk), except where there are exceptional circumstances and the Council has agreed in writing in advance.

9. Energy Management

The Provider shall ensure energy consumption is kept to a minimum in the performance of the Contract.

10. Construction and Waste Management

10.1. Where the Obligated Goods/Works/Services include works and/or involve waste, the Contractor shall:

10.2. clean out and remove from any Site all rubbish within a week of any certificate of practical completion being issued in relation to any Works the Contractor is obliged to ensure are provided under the Contract

10.3. shall not allow rubbish to accumulate on any Site.

10.4. ensure any waste is removed via a licensed waste carrier and transported to a waste or recycling centre with an environmental permit or permit exemption.

10.5. ensure all relevant legally required waste documentation (including waste transfer note (as referred to in this link Dispose of business or commercial waste: Waste transfer notes - GOV.UK (www.gov.uk) or hazardous waste consignment notes (as referred to in this link Hazardous waste: Consignment notes - GOV.UK (www.gov.uk) as amended and any successor) if applicable shall be fully completed and retained by the Contractor for a minimum of 2 and 3 years respectively from the date of issue, and made available to the Council and/or the contract administrator and/or project manager during this time period within 7 days of request for such documentation at no cost.

10.6. keep waste to a minimum by doing everything the Contractor reasonably can to prevent, reuse, recycle or recover waste (in that order) (in accordance with this link get help to do this)

10.7. Ensure that no waste should be sent to landfill unless there is no viable alternative.

10.8. The Contractor shall ensure where timber products are used in the performance of the Contract all timber used is certified by the Forest Stewardship Council (FSC) (or any successor body).]

11. Not Used

12. Not Used

13. Cleaning

13.1 Where the Provider's performance of its obligations under the Contract relates to cleaning, the Provider shall

a. Minimise waste and water use, for example by using reusable cloths rather than wipes or reusable containers for cleaning products, whilst delivering cleaning activities within the contract

b. Use water efficient equipment and reduce water used, for example, washer driers should not exceed 70 litres per cycle and washing machines 45 litres whilst delivering the contract.]

14. Not Used

15. Office Stationery

Where the Provider's performance of its obligations under the Contract relates to office stationery and printing, the Provider shall use Forestry Stewardship Council (FSC) certified and/or recycled paper in the delivery of the contract.

Annexure 1 – SV Measures, Unit(s) and Calculation of SV Deduction

Ref #	Measure: LOCAL is defined as BS1-16 post codes	Guidance	Unit for this measure	Per unit SV deduction amounts (£) for non-delivery
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BT1	Investment (money) into a LOCAL community project or Voluntary, Community or Social Enterprise Organisation via Bristol Impact Fund (BIF) OR value of equipment/materials donated via Can Do Bristol (CDB)			
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Investment will be given to the Bristol Impact Fund (BIF) which funds community organisations benefitting people living in Bristol (BS1-16). OR use the Can Do Bristol (CDB) website to fulfil requests from community organisations for equipment/ materials. Note that you will have a positive impact on communities within Bristol and you will be provided with promotional materials to communicate this internally and externally. £1 of money invested £1.00

BT2	Hours of expert support to a LOCAL Voluntary, Community or Social Enterprise Organisation, facilitated by the Quartet Community Foundation OR via Can Do Bristol (CDB)	The individual(s) delivering the support must be considered an expert in their field by means of having a professional qualification or accreditation.
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Quartet Community Foundation provide support for community organisations benefitting people living in Bristol (BS1-16). OR use Can Do Bristol (CDB) to Offer expert support or respond to an Ask and provide expert support. Note that

your professional expertise will have a positive impact on VCSEs within Bristol and you will be provided with promotional materials to communicate this internally and externally. 1 hour of expert advice £100.00

BT3 Proportion of total contract spend with LOCAL micro, small or medium enterprise (MSME) organisations in the delivery of the contract The spend must be made directly by the main contractor.

Local means that the organisation premises that you spent money with is located in BS1-16.

A MSME organisation has fewer than 250 employees and a turnover of less than €50 million or a balance sheet total less than €43 million. 1 percent of contractual spend subcontracted to local MSME £100.00

BT4 LOCAL employee weeks worked on the delivery of the contract Local employee weeks means the time spent specifically working to deliver this contract by direct employees who live in BS1-16 postcode areas.

This could be made up of multiple people working on the contract, eg one person working 2 weeks and one working 3 weeks adds up to 5 employee weeks.

A working week is considered to be 37 hours.

They can be existing or new employees. 1 employee week £125.00

BT5 Number of apprenticeship vacancies targeted at LOCAL people living in priority postcode areas promoted through the Employment and Support team 'One front door' project, WTPN or Building Bristol (for G&R contracts)

The Council particularly encourages employment of people living in priority areas of Bristol. The schemes listed in the measure can support you with this and more detail will be provided at contract award (as relevant). 1 apprenticeship vacancy offered £2,221.00

BT6 Signpost employees, via Community Learning and One Front Door, towards Level 2 qualifications in English, Maths and English for Speakers of Other Languages (ESOL) Send information by email to those who may benefit from it, regularly encourage employee enrolment and provide work time to complete the training. You will be provided with the information to signpost employees to at Contract Award. 1 fully completed signposting activity £125.00

BT7 Provide equality, diversity and inclusion (EDI) training to each LOCAL person working on the contract (direct and supply chain) When considering a provider to deliver training, make sure that their content links in with the values and behaviours your Organisation wants to promote and recognises the most up to date legislation.

The training must be at least an hour in length. 1 fully completed activity of equalities training delivered to all local employees £500.00

BT8 Provide health and wellbeing training to each LOCAL person working on the contract (direct and supply chain)

The training must be at least an hour in length and include areas of health and wellbeing such as mental, physical and emotional ill-health prevention and awareness. 1 fully completed activity of Health and Wellbeing training delivered to all local employees £500.00

BT9 Promote and support people working on the contract to consider foster caring Provide support with HR processes eg additional days leave and flexible working.

Promote fostering and send out and info packs sent to anyone interested.

Become Fostering Friendly accredited and advertise internally and externally. 1 fully completed actions around promoting foster caring and making any changes to HR policies £750.00

BT10 New LOCAL employees recruited specifically to help fulfil this contract, who have one of the listed characteristics New recruits must be either:

from marginalised priority communities,

ex-offenders,

disabled people,

people who have been unemployed and claiming job seekers allowance for more than a year,

aged 16-24 and not in education or training. Detail of schemes to help you recruit provided at Contract Award. 1

fully completed recruitment actions £6,125.00

BT11 Weeks of meaningful work placements or skills development provided for LOCAL young people, engaging with Bristol Care Leavers first Either 1-6 week student placements (unpaid) or longer internships (living wage). You will be provided with details at Contract Award for organisations who can help promote and fulfill work placement

opportunities, engaging with the Through Care Duty Team first. 1 week of work placement/skills development delivered £168.72

BT12 Hours of engagement with LOCAL schools or colleges via Bristol WORKS OR Hours spent on the delivery of Bristol Care Experienced/ Care Leavers Sector Awareness days 4-5 hrs per session inc. preparation time. Bristol Works prioritise schools in certain areas of Bristol for careers or literacy support. OR Care Experienced/ Care Leavers Sector Awareness days, which may inc. site tours or presentations. 1 hour spent on engagement £100.00

BT13 Provide a LOCAL office or working space (applicable for £1 million+ Contract or Nominal Scenario Value) Local means within BS1-16 and the organisation must either own or have at least a 6 month lease or contract on the workspace for the measure to be committed to. 1 local office space (6 month+) commitment enacted £10,000

BT14 Hold a Local Supplier Event Plan, advertise and hold a local supplier event which could be online or in person to provide opportunities and encourage them to become sub-contractors or suppliers to your organisation linked to the delivery of the contract. 1 local supplier event fully delivered £2,500

BT15 Commitment to produce a carbon reduction plan applicable to the provision of the Works/ Goods/ Services under this contract/framework, within the first month of the contract AND to provide annual carbon data applicable to the provision of the Works/ Goods/ Services under this contract/framework, to the Contract Manager from the start of the contract and as requested, using the BCC Carbon Reporting spreadsheet. State the aim of supporting the Council's target of being carbon neutral by 2030 and ensure any data used has been collected using the GHG reporting Protocol and scopes 1 and 2 are included as a minimum. Link will be provided at contract award. 1 bespoke carbon reduction plan produced and enacted £2,500

BT16 Commitment to produce a waste minimisation plan applicable to the provision of the Works/ Goods/Services under this contract/framework, within the first month of the contract. Put waste minimisation plan into action.

How will you reduce, reuse or recycle more (focus on textiles, food and packaging).

How select materials and equipment for reuse potential and repairability.

Show life cycle thinking. 1 bespoke waste minimisation plan produced and enacted £2,500

BT17 Commitment to produce a green travel plan applicable to the provision of the Works/ Goods/ Services under this contract/framework, which details how vehicle mileage and emissions will be reduced, within the first six months of the contract. Put green travel plan into action. Include how encourage sustainable modes of travel, use/ aim to use vehicles meeting standards of the Clean Air Zone (CAZ) and prioritise Ultra Low Emission Vehicles (ULEVs). Don't include employee commuting unless relevant to the contract delivery. 1 bespoke green travel plan produced and enacted £2,500

Annexure 2 – Providers SV Measures and Performance Targets



DN772241 -

Appendix 2a – Social \



DN772241 -

Appendix 2b – Social \

Schedule 11A Quality Assessment Framework and Performance Management Framework. This framework may be amended from time to time.



Performance
Management Framew

Schedule 12 Data processing

Form of agreement to be signed between supplier and each authority

DATED

DATA PROCESSING AGREEMENT (CONTROLLER-TO-PROCESSOR) (WITHIN THE UK) OR (UK TO EEA)

between

- BRISTOL CITY COUNCIL

and

- CONTRACTOR

-

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ANNEX

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This agreement is dated [DATE]

PARTIES

- Bristol City Council of City Hall, College Green, Bristol BS1 9NE (**Council**)
- [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Contractor**)

BACKGROUND

The Council and the Contractor entered into Contract Terms and Conditions (**Master Agreement**) on [INSERT DATE] that may require the Contractor to process Personal Data on behalf of the Customer.

This Personal Data Processing Agreement (**Agreement**) sets out the additional terms, requirements and conditions on which the Contractor will process Personal Data when providing services under the Master Agreement. This Agreement contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors [and the General Data Protection Regulation ((EU) 2016/679)].

AGREED TERMS

Definitions and Interpretation

1. The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Authorised Persons: the persons or categories of persons that the Council authorises to give the Contractor written personal data processing instructions [as identified in 0 OR [AUTHORISED PERSON DESCRIPTION] and from whom the Contractor agrees solely to accept such instructions.

Business Purposes: the services to be provided by the Contractor to the Council as described in the Master Agreement and any other purpose specifically identified in 0.

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

[Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given in the Data Protection Legislation.]

[Controller: has the meaning given in section 6, DPA 2018.]

[Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); 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 Commissioner or other relevant regulatory authority and which are applicable to a party].

OR

Data Protection Legislation:

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.

To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Councilor Contractor is subject, which relates to the protection of Personal Data.]

Data Subject: the identified or identifiable living individual to whom the Personal Data relates.

[EU GDPR: the General Data Protection Regulation ((EU) 2016/679).]

EEA: the European Economic Area.

[Personal Data: means any information relating to an identified or identifiable living individual that is processed by the Contractor on behalf of the Council as a result of, or in connection with, the provision of the services under the Master Agreement; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.]

[Processing, processes, processed, process: any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third-parties.]

[Personal Data Breach: a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.]

[Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.]

Records: has the meaning given in Clause 12.

Term: this Agreement's term as defined in Clause 10.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement.
- 1.3 The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
- 1.4 A reference to writing or written excludes fax [and email **OR** but not email].
- 1.5 In the case of conflict or ambiguity between:
 - (a) any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;
 - (b) the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and
 - (c) any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement will prevail.

Personal data types and processing purposes

- 1.6 The Council and the Contractor agree and acknowledge that for the purpose of the Data Protection Legislation:
 - (a) the Council is the Controller and the Contractor is the Processor.
 - (b) the Council retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Provider.
 - (c) 0 describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Contractor may process the Personal Data to fulfil the Business Purposes.

Provider's obligations

- 1.7 The Contractor will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions [from Authorised Persons]. The Contractor will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Contractor must promptly notify the Council if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.

- 1.8 The Contractor must comply promptly with any Council written instructions requiring the Contractor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 1.9 The Contractor will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Council or this Agreement specifically authorises the disclosure, or as required by domestic [or EU] law, court or regulator (including the Commissioner). If a domestic [or EU] law, court or regulator (including the Commissioner) requires the Contractor to process or disclose the Personal Data to a third-party, the Contractor must first inform the Council of such legal or regulatory requirement and give the Council an opportunity to object or challenge the requirement, unless the domestic [or EU] law prohibits the giving of such notice.
- 1.10 The Contractor will reasonably assist the Customer, at no additional cost to the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of the Provider's processing and the information available to the Provider, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner [or other relevant regulator] under the Data Protection Legislation.
- 1.11 The Contractor must notify the Council promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting the Provider's performance of the Master Agreement or this Agreement.
- 1.12 [The Contractor will only collect Personal Data for the Council using a notice or method that the Council specifically pre-approves in writing, which contains an approved data privacy notice informing the Data Subject of the Customer's identity, the purpose or purposes for which their Personal Data will be processed, and any other information that, having regard to the specific circumstances of the collection and expected processing, is required to enable fair processing. The Contractor will not modify or alter the notice in any way without the Customer's written consent.]

Provider's employees

- 1.13 The Contractor will ensure that all of its employees:
 - (a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
 - (b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
 - (c) are aware both of the Provider's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.
- 1.14 [The Contractor will take reasonable steps to ensure the reliability, integrity and trustworthiness of [and conduct background checks consistent with applicable domestic law on] all of the Provider's employees with access to the Personal Data.]

Security

- 1.15 The Contractor must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in 0.
- 1.16 The Contractor must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
- (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

Personal data breach

- 1.17 The Contractor will immediately and in any event without undue delay notify the Council in writing if it becomes aware of:
- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The Contractor will restore such Personal Data at its own expense as soon as possible.
 - (b) any accidental, unauthorised or unlawful processing of the Personal Data; or
 - (c) any Personal Data Breach.
- 1.18 Where the Contractor becomes aware of (a), (b) and/or (c) above, it will, without undue delay, also provide the Council with the following written information:
- (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - (b) the likely consequences; and
 - (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.
- 1.19 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Contractor will reasonably co-operate with the Council at no additional cost to the Customer, in the Customer's handling of the matter, including but not limited to:
- (a) assisting with any investigation;
 - (b) providing the Council with physical access to any facilities and operations affected;

- (c) facilitating interviews with the Provider's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
 - (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 1.20 The Contractor will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Customer's written consent, except when required to do so by domestic [or EU] law.
- 1.21 The Contractor agrees that the Council has the sole right to determine:
 - (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 1.22 The Contractor will cover all reasonable expenses associated with the performance of the obligations under clause 1.17 to clause 1.19 unless the matter arose from the Customer's specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Council will cover all reasonable expenses.
- 1.23 The Contractor will also reimburse the Council for actual reasonable expenses that the Council incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that the Contractor caused such, including all costs of notice and any remedy as set out in Clause 1.21.

Transfers of personal data

- 1.24 The Contractor (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK [or, the EEA] without obtaining the Customer's prior written consent.

Subcontractors

- 1.25 The Contractor may not authorise any third party or subcontractor to process the Personal Data.
- 1.26 Other than those subcontractors as set out in 0, the Contractor may not authorise any other third-party or subcontractor to process the Personal Data.
- 1.27 Those subcontractors approved as at the commencement of this Agreement are as set out in 0. The Contractor must list all approved subcontractors in Annex A and

include any subcontractor's name and location and the contact information for the person responsible for privacy and data protection compliance.

- 1.28 Where the subcontractor fails to fulfil its obligations under the written agreement with the Contractor which contains terms substantially the same as those set out in this Agreement, the Contractor remains fully liable to the Council for the subcontractor's performance of its agreement obligations.
- 1.29 The Parties agree that the Contractor will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its subcontractors.

Complaints, data subject requests and third-party rights

- 1.30 The Contractor must, at no additional cost to the Customer, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Council as the council may reasonably require, to enable the Council to comply with:
- (a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - (b) information or assessment notices served on the Council by the Commissioner [or other relevant regulator] under the Data Protection Legislation.
- 1.31 The Contractor must notify the Council immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 1.32 The Contractor must notify the Council within five (5) days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 1.33 The Contractor will give the Customer, at no additional cost to the Customer, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 1.34 The Contractor must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by domestic [or EU] law.

Term and termination

- 1.35 This Agreement will remain in full force and effect so long as:
- (a) the Master Agreement remains in effect; or
 - (b) the Contractor retains any of the Personal Data related to the Master Agreement in its possession or control (**Term**).

- 1.36 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Master Agreement in order to protect the Personal Data will remain in full force and effect.
- 1.37 The Provider's failure to comply with the terms of this Agreement is a material breach of the Master Agreement. In such event, the Council may terminate any part of the Master Agreement involving the processing of the Personal Data effective immediately on written notice to the Contractor without further liability or obligation of the Customer.
- 1.38 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Master Agreement obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 21 days, either party may terminate the Master Agreement on not less than thirty working days on written notice to the other party.

Data return and destruction

- 1.39 At the Customer's request, the Contractor will give the Customer, or a third-party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.
- 1.40 On termination of the Master Agreement for any reason or expiry of its term, the Contractor will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control.
- 1.41 If any law, regulation, or government or regulatory body requires the Contractor to retain any documents, materials or Personal Data that the Contractor would otherwise be required to return or destroy, it will notify the Council in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.
- 1.42 The Contractor will certify in writing to the Council that it has deleted or destroyed the Personal Data within seven (7) days after it completes the deletion or destruction.

Records

- 1.43 The Contractor will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in Clause 1.15 (**Records**).
- 1.44 The Contractor will ensure that the Records are sufficient to enable the Council to verify the Provider's compliance with its obligations under this Agreement and the

Data Protection Legislation and the Contractor will provide the Council with copies of the Records upon request.

- 1.45 The Council and the Contractor must review the information listed in the Annexes to this Agreement at least once a year to confirm its current accuracy and update it when required to reflect current practices.

Audit

- 1.46 The Contractor will permit the Council and its third-party representatives to audit the Provider's compliance with its Agreement obligations, on at least fourteen (14) days' notice, during the Term. The Contractor will give the Council and its third-party representatives all necessary assistance to conduct such audits at no additional cost to the Customer. The assistance may include, but is not limited to:
- (a) physical access to, remote electronic access to, and copies of the Records and any other information held at the Provider's premises or on systems storing the Personal Data;
 - (b) access to and meetings with any of the Provider's personnel reasonably necessary to provide all explanations and perform the audit effectively; and
 - (c) inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to process the Personal Data.
- 1.47 The notice requirements in Clause 1.46 will not apply if the Council reasonably believes that a Personal Data Breach has occurred or is occurring, or the Contractor is in material breach of any of its obligations under this Agreement or any of the Data Protection Legislation.
- 1.48 If a Personal Data Breach occurs or is occurring, or the Contractor becomes aware of a breach of any of its obligations under this Agreement or any of the Data Protection Legislation, the Contractor will:
- (a) promptly, conduct its own audit to determine the cause;
 - (b) produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
 - (c) provide the Council with a copy of the written audit report; and
 - (d) remedy any deficiencies identified by the audit.
- 1.49 At the Council's written request, the Contractor will:
- (a) conduct an information security audit before it first begins processing any of the Personal Data and repeat that audit on at least an annual basis;
 - (b) produce a written report that includes detailed plans to remedy any security deficiencies identified by the audit;
 - (c) provide the Council with a copy of the written audit report; and
 - (d) remedy any deficiencies identified by the audit within 21 days.

- 1.50 On the Customer's written request, the Contractor will make all of the relevant audit reports available to the Council for review, including as applicable: [The Provider's latest Payment Card Industry (PCI) Compliance Report,] [WebTrust,] [Systrust,] [Statement on Standards for Attestation Engagements (SSAE) No. 16 audit reports for Reporting on Controls at a Service Organisation,][reports relating to its ISO/IEC 27001 certification][and [OTHER AUDIT REPORTS]]. [The Council will treat such audit reports as the Provider's confidential information under the Master Agreement.]
- 1.51 The Contractor will promptly address any exceptions noted in the audit reports with the development and implementation of a corrective action plan by the Provider's management.

Warranties

- 1.52 The Contractor warrants and represents that:
- (a) its employees, subcontractors, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
 - (b) it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
 - (c) it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Master Agreement's contracted services; and
 - (d) considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:
 - (i) the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
 - (ii) the nature of the Personal Data protected; and
 - (iii) comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in Clause 1.15.
- 1.53 The Council warrants and represents that the Provider's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Council will comply with the Data Protection Legislation.

Indemnification

- 1.54 The Contractor agrees to indemnify, keep indemnified and defend at its own expense the Council against all costs, claims, damages or expenses incurred by the Council or for which the Council may become liable due to any failure by the Contractor or its employees, subcontractors or agents to comply with any of its obligations under this Agreement and/or the Data Protection Legislation.

- 1.55 Any limitation of liability set forth in the Master Agreement will not apply to this Agreement's indemnity or reimbursement obligations.

Notice

- 1.56 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working 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):
 - (iv) For the Council: data.protection@bristol.gov.uk
 - (v) For the Contractor: [CONTRACTOR DATA PRIVACY CONTACT]
- 1.57 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 1.58 This clause 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.

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

Signed by [NAME OF DIRECTOR]	
<hr/>	
for and on behalf of [NAME OF Customer]	Director
Signed by [NAME OF DIRECTOR]	
<hr/>	
for and on behalf of [NAME OF Provider]	Director

Personal Data processing purposes and details

Subject matter of processing: [Short description, for example name of the service or description of the master agreement]

Duration of Processing: [Periods for which the services are being provided]

Nature of Processing: [Description of the type of processing such as data collection, storage, sharing and so on]

Business Purposes: [Description of the processing purpose(s) – for example processing for HR purposes, recruitment, direct marketing and so on]

Personal Data Categories: [Set out types of personal data such as names, contact details, pay details, images and so on]

Data Subject Types: [Set out categories of data subjects such as employees, customers, students and so on]

Authorised Persons: [Insert details of employees/others authorised to give written instructions]

Approved Subcontractors:

[List all approved subcontractors.]

Security measures

Supplier to insert description of its technical and organisational data security measures such as:

Physical access controls.

System access controls.

Data access controls.

Transmission controls.

Input controls.

Data backups.

Data segregation.