

DATED: 12/12/2025

**Contract Reference Number: CTRR1004268**

**Contract Title: Absence Review**

**CONTRACT PARTICULARS**

Referred to as a "party" and together "the parties".	<b>Council</b>	Surrey County Council
	<b>Council Address</b>	Woodhatch Place, 11 Cockshot Hill, Reigate, RH2 8EF
	<b>Service Provider</b>	SystemsAccountants Ltd
	<b>Service Provider Company Number and Registered Address</b>	Perio Mill Fotheringhay Peterborough PE8 5HU 03397753
<b>Commencement Date</b>	08/12/2025	
<b>Initial Period</b>	40 days	
<b>Extension Period (if applicable)</b>	optional further extension provisions as required	
<b>Specification</b>	<b>as set out in the specification at Schedule A [attached].</b>	
<b>Council's Address for Notice</b>	Name: Tahiana Jefferis Position: Enterprise Apps & Portfolio Manager Address: 11 Cockshot Hill, Woodhatch, Reigate, RH28EF	
<b>Contract Price</b>	<b>As set out in the Payment Schedule at Schedule B</b>	
<b>Payment Frequency</b>	<b>Other/ in arrears</b> Upon completion of Project Milestones: <ul style="list-style-type: none"><li>• 25% at end of Phase 2 – Kick Off, scope confirmation, access setup, review of unplanned Sickness, Teachers, Fire</li><li>• 25% at end of Phase 3 – Review of family leave, family leave absence processing, Workflow, P&amp;Ds</li><li>• 25% at end of Phase 4 – Impact assessment &amp; Solution design</li><li>• 25% at end of Phase 5 – Validation and final presentation</li></ul>	
<b>Invoicing Procedure</b>	The Service Provider shall be required to register on the Council's e-Invoicing System on or before the Commencement Date.  The Service Provider shall provide invoices to the Council electronically via the Council's e-Invoicing	

		System
<b>Professional Indemnity Insurance</b>		Not Applicable
<b>Period of Notice for Termination</b>		1 Month
<b>Termination Period of Force Majeure</b>		Three (3) months
<b>Contract Manager:</b>	<b>Name:</b> <b>Job Title</b> <b>Address:</b> <b>Telephone:</b> <b>Email:</b>	Tahiana Jefferis Enterprise Apps & Portfolio Manager 11 Cockshot Hill, Woodhatch, Reigate, RH28EF Tahiana.jefferis@surreycc.gov.uk
<b>Service Provider's Manager:</b>	<b>Name:</b> <b>Job Title</b> <b>Address:</b> <b>Telephone:</b> <b>Email:</b>	Systems Accountants – Sam Thomas Perio Mill, Fotheringhay, Peterborough, PE8 5HU Sam@systemsaccountants.com
<b>Clause 22 (Data Processor Obligations)</b>		Does not apply
<b>A Persistent Default will occur where</b>		(a) Multiple Defaults of the same nature occur three (3) or more times within a rolling three (3) Month period; (b) A single Default continues for a period of three (3) or more Months; or (c) a series of seven (7) or more Defaults of any nature occur over a rolling twelve (12) Month period,  provided that the Council has issued at least one (1) Default Notice or two (2) Remediation Notice in respect of the relevant Default(s).

In witness whereof the parties hereto have executed the Contract as of the day and year first herein written:

SIGNED on behalf of the parties

For and on behalf of  
**SURREY COUNCIL**

  
R Whitmore (Jan 5, 2026 12:49:06 GMT)

.....  
Authorised Signatory

For and on behalf of  
**SYSTEMSACCOUNTANTS LTD**

  
.....

Name:

Position:

**STANDARD TERMS AND CONDITIONS FOR SERVICES**

**DATED.....DAY .....**

**202[ ]..... 5**

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DATED.....22ND DECEMBER 2025

## BACKGROUND

- (A) The Council wishes to engage the Service Provider to provide the Services.
- (B) The Service Provider wishes to provide such Services, and is willing and able to do so in accordance with the terms and conditions of the Contract.

## SECTION 1 – PRELIMINARY

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply (unless the context requires otherwise) to the Contract:

“Bribery Act”	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
“Commencement Date”	means the date set out in the Contract Particulars;
“Contract”	means the Contract including the Contract Particulars and all schedules and appendices referred to herein and/or attached hereto;
“Contract Manager”	means the person appointed by the Council to manage the Contract (as set out in the Contract Particulars) as the same may be replaced or delegate his functions from time to time;
“Contract Period”	means the Initial Period plus any Extension Period (if applicable);
“Contract Price”	means the Price set out in the Contract Particulars as amended in accordance with the Contract;
“Council Data”	means: a) the data, case management information, text, drawings, diagrams, documents, records, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are: i) supplied or communicated to the Service Provider by or on behalf of the Council or a customer/user of the Services; ii) inputted into the Council IT systems or the Service Provider’s IT system by the Council or the Council’s representatives; or iii) which the Service Provider is required to access, generate process, store or transmit pursuant to the Contract, whether on the Council IT systems or the Service Provider’s IT system; and/or b) any Personal Data for which the Council is Data Controller;
“Data Controller”	has the same meaning as is set out in the Data Protection Legislation;
“Data Processor”	has the same meaning as is set out in the Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment carried out pursuant to the Data Protection Legislation;
“Data Protection Legislation”	means the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Investigatory Powers Act 2016, the Investigatory Powers (Interception of Businesses etc for Monitoring and Record-keeping Purposes) Regulations 2018, the Data Protection Act 2018 and the GDPR and any legislation implemented in connection with the GDPR and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including

	as where applicable the guidance and codes of practice issued by the Information Commissioner;
“Data Security Breach”	means any breach of security or confidentiality leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
“Data Subject”	has the same meaning as is set out in the Data Protection Legislation;
“Default”	means as defined at clause 9.1;
“Default Notice”	means a notice issued by the Council in accordance with clauses 8;
“Dispute”	means as defined at clause 28.1;
“Employee Liability Information”	<p>means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE:</p> <ul style="list-style-type: none"> <li>(a) the identity and age of the employee;</li> <li>(b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);</li> <li>(c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applies, within the previous two (2) years;</li> <li>(d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two (2) years or where the transferor has reasonable grounds to believe that such action may be brought against the Service Provider arising out of the employee's employment with the transferor; and</li> <li>(e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.</li> </ul>
“Employment Liabilities”	means all claims, including without limitation claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses;
“Environmentally Sustainable Procurement Policy”	means the Orbis Procurement policy which aims to minimise negative and promote positive environmental impacts and can be found at: <a href="https://www.surreycc.gov.uk/business/supplying-the-council/social-value-and-procurement/procurement-policy">https://www.surreycc.gov.uk/business/supplying-the-council/social-value-and-procurement/procurement-policy</a>
“Expiry Date”	means the end of the Contract Period;
“Extension Period”	means as defined at clause 2.2;
“Force Majeure Event”	<p>means any circumstance not within a party's reasonable control and wholly exceptional events outside the control of the parties which could not have reasonably been foreseen or avoided, including without limitation:</p> <ul style="list-style-type: none"> <li>(a) acts of God, natural flood, drought, exceptionally adverse weather</li> </ul>

	<p>conditions ,earthquake or other natural disaster;</p> <p>(b) epidemic or pandemic;</p> <p>(c) terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of all diplomatic relations;</p> <p>(d) nuclear, chemical or biological contamination or sonic boom;</p> <p>(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition [, or failing to grant a necessary licence or consent];</p> <p>(f) collapse of buildings, fire, explosion or accident</p>
“General Data Protection Regulation”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulations), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdraw) Act 2018 (see section 205(4));
“Good Industry Practice”	means using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged as the case may be in the same type of undertaking as that of the Service Provider under the same or similar circumstances at the relevant time for such exercise;
“Information Laws”	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Legislation and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time;
“Initial Period”	as set out in the Contract Particulars;
“Insolvent”	<p>means in relation to the Service Provider:</p> <p>(a) any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being entered into (or, in the case of such a voluntary arrangement, being proposed);</p> <p>(b) a supervisor, receiver, administrator, administrative receiver or other encumbrancer of a similar nature taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven (7) days) upon the whole or any material part of the Service Provider’s assets;</p> <p>(c) a court makes an order that the Service Provider be wound up or a resolution for a voluntary winding up of the Service Provider is passed;</p> <p>(d) ceasing or threatening to cease to carry on business or being or being deemed to be unable to pay its debts when they become due within the meaning of Section 123 Insolvency Act 1986;</p> <p>(e) being an individual(s), has a bankruptcy order made against him/her or compounds with his/her creditors or comes to any arrangements with any creditors; or</p> <p>(f) any steps are taken in respect of or relating to the Service Provider by Monitor, the Secretary of State for Health or a Trust Special Administrator pursuant to the provisions of the National Health Service Act 2006;</p>
“Intellectual Property Rights”	means any and all patents, trademarks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether now or in the future subsisting in the

	United Kingdom or any other part of the world together with all or any goodwill and accrued rights of action;
“KPIs”	means the key performance indicators set out at Schedule A (Specification);
“Law”	means any applicable statute or any delegated or subordinate legislation, any duly applicable guidance, code of practice, direction, judgment or determination with which the Council and/or the Consultant is bound to comply including the Council’s rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards from time to time;
“Measurement Period”	means the period over which the relevant KPI is measured, as set out in the Specification;
“Mediation”	means the Centre for Effective Dispute Resolution model mediation procedure;
“Month”	means a calendar month;
“Necessary Consents”	means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents required by Law or necessary from time to time for the performance of the Services including without limitation all planning permissions and waste management licences;
“New Service Provider”	means any third party supplier of Replacement Services appointed by the Council from time to time;
“Persistent Default”	means a continuing Default or series of Defaults as determined in accordance with the Contract Particulars;
“Personal Data”	has the same meaning as is set out in the Data Protection Legislation;
“Process”	has the same meaning as is set out in the Data Protection Legislation;
“Prohibited Act”	means: <ul style="list-style-type: none"> <li>(a) directly or indirectly offering, promising or giving any person working for or engaged by the Council a financial or other advantage to: <ul style="list-style-type: none"> <li>i. induce that person to perform improperly a relevant function or activity; or</li> <li>ii. reward that person for improper performance of a relevant function or activity;</li> </ul> </li> <li>(b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;</li> <li>(c) committing any offence:- <ul style="list-style-type: none"> <li>i. under the Bribery Act;</li> <li>ii. under the Modern Slavery Act;</li> <li>iii. under legislation creating offences concerning fraudulent acts;</li> <li>iv. at common law concerning fraudulent acts relating to the Contract or any other contract with the Council; or</li> <li>v. defrauding, attempting to defraud or conspiring to defraud the Council; or</li> </ul> </li> <li>(d) committing an offence under sub-section (2) of section 117 of the Local Government Act 1972;</li> </ul>
“Quality Standard”	means an appropriate and current British Standards Specification or British Standard Code of Practice issued by the British Standard Institution or any similar European Union standard applying to goods or services relating to the Services or equivalent together with any additional standards set out in the

	Specification;
“Quarter”	means a consecutive period of three Months commencing on 1 April, 1 July, 1 October or 1 January and “Quarterly” shall be interpreted accordingly;
“Regulatory Body”	means government Departments and agencies, the European Union Commission or any other regulatory Council or body (other than the Council) including any health and safety enforcement agency, with power to regulate the Services and their respective successors and substitutes;
“Relevant Employees”	means those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a New Service Provider by virtue of the application of TUPE;
“Relevant Transfer”	means a relevant transfer of the Services for the purposes of TUPE, including upon or as a result of expiry or termination of the Contract;
“Remediation Notice”	means as defined at clause 9.2;
“Replacement Services”	means any services that are fundamentally the same as any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Council internally or by any New Service Provider;
“Representative”	means any employee, officer, worker, agent or service provider engaged by a party in connection with the Services including any Sub-Contractor;
“Required Insurances”	means as defined at clause 17.1;
“Services”	means the services set out in the Contract Particulars that are to be provided by the Service Provider under the Contract as more particularly described in the Specification and any Variation thereto made in accordance with the Contract;
“Service Provider Premises”	as defined in clause 15.1;
“Service Provider’s Assets”	as defined at clause 14.1;
“Service Provider’s Final Staff List”	means the list of all the Service Provider’s and Sub-Contractor’s personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date;
“Service Provider’s Provisional Staff List”	means the list prepared and updated by the Service Provider of all the Service Provider’s and Sub-Contractor’s personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list, and in the format requested by the Council;
“Service Transfer Date”	means the date on which the Services (or any part of the Services), transfer from the Service Provider or Sub-contractor to the Council or any New Service Provider;
“Specification”	means the specification at Schedule A detailing the Services;
“Staff”	means all persons employed by the Service Provider to perform its obligations under the Contract together with the Service Provider’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract;
“Staffing Information”	means in relation to all persons detailed on the Service Provider’s Provisional Staff List, in an anonymised format, such information as the Council may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on

	the provision of the Services;
“Sub-Contract”	means any sub-contract entered into by the Service Provider or by any Sub-Contractor for the purpose of the performance of any obligation on the part of the Service Provider under the Contract;
“Sub-Contractor”	means the contractors or service providers engaged by the Service Provider to provide goods, services or works to, for or on behalf of the Service Provider for the purposes of providing the Services to the Council;
“Subsequent Transfer”	means, following the commencement of the Contract, circumstances whereby the identity of the provider of the Services (or any part of the Services) changes (whether as a result of termination of the Contract, or part or otherwise) resulting in a transfer of the Services in whole or in part from the Service Provider to the Council or New Service Provider;
“Supervisory Authority”	means the office of the regulator appointed in the United Kingdom as the data protection supervisory authority, known currently as the Information Commissioner’s Office;
“TUPE”	means the Transfer or Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.
“Variation”	means a variation of the Service or the Contract permitted under Regulation 74 of the Procurement Act 2023 and entered into in accordance with the Contract;
“VAT”	means value added tax or any similar or substituted tax; and
“Working Days”	means Monday to Friday inclusive of each week excluding Christmas Day, Good Friday and Bank Holidays in England.

1.2 In the Contract:

- 1.2.1 time shall, during the summer time be British summer time or otherwise Greenwich Mean Time;
- 1.2.2 reference to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall (unless the reference expressly states otherwise) include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- 1.2.3 words importing one gender shall include the other; words in the singular shall include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa;
- 1.2.4 clause, schedule and paragraph headings and notes are for ease of reference only and do not affect the interpretation of the Contract;
- 1.2.5 a reference to a clause, schedule, section, part or appendices is a reference to a clause, schedule, section, part or appendices within the Contract unless expressly stated otherwise;
- 1.2.6 the schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract includes the schedules; and
- 1.2.7 a reference to writing or written includes email.

**2 COMMENCEMENT, DURATION AND EXTENT OF CONTRACT**

- 2.1 The Contract shall commence on the Commencement Date and unless terminated earlier in accordance with the Contract will remain in force for the Contract Period.
- 2.2 Before the end of the Initial Period or before the end of any previous extension of the Contract

Period (as the case may be) the Council may extend the Contract Period by a further period or periods (as set out in the Contract Particulars) by giving written notice to the Service Provider of its wish to extend the Contract and the required length of such extension (an “**Extension Period**”):

- 2.3 Unless otherwise agreed by the parties, any Extension Period shall be on the same terms and conditions, including the Contract Price, as the Contract.

### **3 CONTRACT DOCUMENTS**

- 3.1 Where there is any conflict or inconsistency between the provisions of the Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

- 3.1.1 these conditions of the Contract;
- 3.1.2 Schedule A (Specification);
- 3.1.3 all other schedules attached to the Contract except the schedules listed at clauses 3.1.4 and 3.1.5;
- 3.1.4 Schedule C, Part 2 (Clarifications);
- 3.1.5 Schedule C, Part 1 (the Service Provider’s Tender),

save to the extent that the standards or levels of the Services set out in Schedule C (the Service Provider’s Tender) exceed those set out in Schedule A (Specification); in which case, such higher standards or levels of performance set out in Schedule C (the Service Provider’s Tender) shall prevail (to the extent necessary to achieve the performance of such higher standards or levels of performance only).

## **SECTION 2 – THE SERVICES**

### **4 PROVISION OF THE SERVICES**

- 4.1 During the Contract Period the Service Provider shall provide the Services with all reasonable care, skill, prudence and foresight and in accordance with:

- 4.1.1 the provisions of the Contract (including the Specification);
- 4.1.2 the requirements of all Necessary Consents;
- 4.1.3 all applicable Laws;
- 4.1.4 Good Industry Practice;
- 4.1.5 the KPI’s;
- 4.1.6 the Environmentally Sustainable Procurement Policy and
- 4.1.7 all reasonable instructions of the Council acting in good faith and in accordance with the Contract.

- 4.2 The Service Provider shall, as a minimum, meet the Quality Standard(s) throughout the Contract Period.

- 4.3 The Service Provider shall promptly provide all such information regarding the environmental impact of any Services supplied or used under the Contract as may reasonably be required by the Council to permit informed choices by end users.

### **5 PAYMENT AND INVOICING PROCEDURE**

- 5.1 The Council shall pay the Service Provider the Contract Price in consideration for the provision of the Services in accordance with Schedule B (Payment Schedule).

- 5.2 The Contract Price shall not be subject to indexation.

- 5.3 The invoice referred to in Part 1 of this Schedule B shall be rendered on the Service Provider’s own invoice form and shall show:

- 5.3.1 an invoice date and invoice number;
  - 5.3.2 the period to which the invoice relates;
  - 5.3.3 the aspects of the Services for which payment is claimed;
  - 5.3.4 any VAT payable, with a breakdown showing the net figure, the VAT amount and the gross figure;
  - 5.3.5 a VAT registration number if VAT registered;
  - 5.3.6 a valid purchase order number as issued by the Council;
  - 5.3.7 the Service Provider's vendor/supplier number as set out in the purchase order issued by the Council;
  - 5.3.8 the Service Provider's full business name and address; and
  - 5.3.9 the name and address of the Council.
- 5.4 The Council shall notify the Service Provider in writing within thirty (30) Working Days of the date of the relevant invoice if it disputes any of the charges payable under an invoice submitted pursuant to Part 2 of this Schedule B. Such disputes shall be resolved in accordance with the provisions of section 9 (Dispute Resolution) of the Contract.
- 5.5 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 referred to section 9 (Dispute Resolution) of the Contract.
- 5.6 Interest due on any sums in dispute shall not accrue until the earlier of thirty (30) days after:
- 5.6.1 resolution of the dispute between the parties; or
  - 5.6.2 receipt of the decision of the Mediator in accordance with section 9 (Dispute Resolution) of the Contract.
- 5.7 A party shall pay interest on all overdue payments to the other party accruing from day to day for the period of default at an annual rate of 2% over the daily base lender rate from time to time of HSBC Bank Plc applicable in England from time to time.
- 5.8 Whenever any sum of money shall be recoverable from or payable by the Service Provider to the Council under the Contract, the same may be deducted from any sum then due or which may become due to the Service Provider under the Contract or any other contract with the Council.
- 5.9 The Council shall pay to the Service Provider such VAT that may be chargeable by the Service Provider in connection with the provision of the Services and the Service Provider shall issue a tax invoice in respect thereof.
- 5.10 The Service Provider shall install and implement such apparatus and systems as the Authorised Officer may reasonably require from time to time to ensure that the Council is charged for and pays only such amounts as it is obliged to under the Contract.

## **6 VARIATIONS TO THE SERVICES**

- 6.1 No Variation of the Contract shall be effective unless it is in writing and signed by the parties (or their duly authorised senior representatives).
- 6.2 Unless the Variation expressly provides for an increase in payment, the Contract Price shall not be increased as a result of a Variation.

## **SECTION 3 – REVIEW**

### **7 COUNCIL MEETINGS**

- 7.1 The Council and Service Provider's Manager shall hold regular meetings as set out in the Specification.

## **8 SOCIAL VALUE - NOT USED**

- 8.1 The parties agree that the provisions of Part 3 of Schedule C (Social Value) will apply during the Contract Period.

## **9 PERFORMANCE MONITORING**

- 9.1 The Council may investigate any case where the Service Provider may have or appears to have failed to perform the Services in whole or in part in accordance with the provisions of the Contract (a “**Default**”).

- 9.2 Where the Council is satisfied that in any particular case the Service Provider has committed a Default, it may instruct the Service Provider in writing to remedy the failure (a “**Remediation Notice**”). The Remediation Notice shall:

9.2.1 specify the nature of the Default; and

9.2.2 instruct the Service Provider to remedy the Default within a reasonable period, as determined by the Council (which unless otherwise stated shall be twenty-four (24) hours from the Service Provider’s receipt of the Remediation Notice).

For the avoidance of doubt, the Remediation Notice may be issued by email.

- 9.3 Where the Service Provider fails to comply with any Remediation Notice issued by the Council, the Council may issue a Default Notice to the Service Provider:

9.3.1 specifying the nature of the Default; and

9.3.2 instructing the Service Provider to remedy the Default within a reasonable period, as determined by the Council (which unless otherwise stated shall be twenty-four (24) hours from the Service Provider’s receipt of the Default Notice).

- 9.4 If the Service Provider fails to remedy any Default specified in a Default Notice within the reasonable period specified, the Council may either:

9.4.1 issue a further Default Notice every twenty-four hours until the Council is satisfied that the Default concerned has been remedied; or

9.4.2 following notification to the Service Provider, take action to rectify the Default itself (including by instructing an alternative provider to rectify the same) and recover its additional costs of doing so from the Service Provider as a debt.

- 9.5 Without prejudice to clause 9.4, where any failure by the Service Provider to perform the Service in whole or in part in accordance with the provisions of the Contract amounts to a Persistent Default, or is one which materially and adversely affects the performance of the Services, or one which results in material damage to the reputation of the Council, notwithstanding that a Remediation Notice and/or Default Notice(s) has been issued pursuant to this clause 8 (Performance Monitoring), the Council shall be entitled, by service of notice on the Service Provider to terminate the Contract forthwith by written notice to the Service Provider.

## **10 SERVICE COMPLAINTS**

- 10.1 The Service Provider shall develop a system for managing any complaints it receives in relation to the Services, to the satisfaction of the Council. The Service Provider shall immediately investigate any complaint it receives in relation to the Services and take appropriate corrective action. The system for dealing with complaints and the steps taken by the Service Provider shall be made available upon request to the Council for review.

## **11 SERVICE PROVIDER’S RECORDS**

- 11.1 The Service Provider shall provide the Council with information and data reasonably requested by the Council to enable it to be satisfied as to whether or not any terms of the

Contract are being breached and/or whether the KPIs are being met in relation to the Services, within such reasonable timescale given by the Council or where no timescale is provided within no more than twenty eight (28) days of the request.

## **12 FINANCIAL INFORMATION & AUDITS**

- 12.1 The Service Provider shall, as required by the Council, provide the Council with such financial information and data reasonably requested by the Council to enable the Council to:
- 12.1.1 comply with the Code of Practice on Local Authority Accounting in the United Kingdom 2020/21 issued by the Chartered Institute of Public Finance and Accountancy (as the same may be updated or replaced from time to time); and
  - 12.1.2 examine, evaluate and be satisfied as to the Council's minimum standards of economic and financial standing, technical and professional ability and general standing required of the Service Provider with regard to the provision of the Services.

## **SECTION 4 – HEALTH AND SAFETY**

### **13 HEALTH & SAFETY**

- 13.1 The Service Provider shall comply with and ensure its Representatives comply at all times with the Health and Safety at Work etc. Act 1974 and all other Laws pertaining to health and safety of employees and other affected persons including, but not limited to, the Management of Health and Safety at Work etc. Regulations 1999, and all other health, safety and welfare requirements applicable to the Services including those detailed in the Specification.

## **SECTION 5 – PREMISES AND ASSETS**

### **14 ASSETS**

- 14.1 Except as otherwise specified in the Specification, the Service Provider shall be responsible at its own cost for providing all equipment, vehicles, plant and materials necessary and/or used for the proper and efficient performance of the Services during the Contract Period ("**Service Provider's Assets**").
- 14.2 The Service Provider shall be responsible for the security of all equipment and materials used by the Service Provider in connection with the provision of the Services and the Council shall not (as far as permitted by law) be liable for loss, damage or injury in respect of the same.

### **15 SERVICE PROVIDER PREMISES**

- 15.1 The Service Provider shall provide all premises and/or sites necessary to provide the Services ("**Service Provider Premises**").

## **SECTION 6 – WARRANTIES AND ACKNOWLEDGEMENTS**

### **16 INDEMNITY**

- 16.1 The Service Provider shall indemnify and hold harmless the Council and keep the Council indemnified against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of contract, including but without limitation:
- 16.1.1 any claim by a third party for damage occurring as a result of the Service Provider's performance of the Services;
  - 16.1.2 any breach of its obligations as set out in Section 9 (Personnel); or
  - 16.1.3 any breach of Law or Necessary Consents,
- to the extent that any such loss, claim or liability is due to the breach of contract, negligence,

wilful default or fraud of itself or of its employees or of any of its Representatives or Sub-Contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of contract or Law by the Council.

## **17 INSURANCE**

- 17.1 The Service Provider shall at its own cost take out and maintain the insurances listed at clause 17.2 (“**Required Insurances**”) and any other insurances required by Law with reputable insurers.
- 17.2 The Required Insurances referred to above are:
- 17.2.1 public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Services;
  - 17.2.2 employer’s liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Services; and
  - 17.2.3 where applicable to the Services, professional indemnity insurance with a limit of cover of not less than the amount set out in the Contract Particulars in relation to any one claim or series of claims arising from the Services and shall maintain such cover for six (6) years after the end of the Contract Period for all claims to which this clause applies.
- 17.3 The Required Insurances must remain in place for the Contract Period and be effective in each case no later than the date on which the relevant risk commences.
- 17.4 As and when reasonably required in writing by the Council, the Service Provider shall provide the Council with copies of current insurance certificates or other evidence demonstrating to the satisfaction of the Council that the requirements of this clause 17 are being met.

## **18 LIMITATION OF LIABILITY**

- 18.1 Subject to clauses 16 (Indemnity), 18.3 and 18.4 neither party shall be liable to the other party (as far as permitted by Law) for indirect, special or consequential loss or damage in connection with the Contract which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, use, goodwill or business opportunities whether direct or indirect.
- 18.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to the Contract.
- 18.3 Any clause limiting the Service Provider’s liability does not apply in relation to the commission of any Prohibited Act.
- 18.4 Notwithstanding any other provision of the Contract neither party limits or excludes its liability for:
- 18.4.1 fraud or fraudulent misrepresentation;
  - 18.4.2 death or personal injury caused by its negligence , or that of its employees, agents or Sub-Contractors;
  - 18.4.3 breach of any obligation as to title implied by statute; or
  - 18.4.4 any other act or omission, liability for which may not be limited under Law.
- 18.5 Subject to clause 18.4, the Service Provider’s total aggregate liability:
- 18.5.1 is unlimited in respect of:
    - 18.5.1.1 the indemnities in clauses 22 (Data Protection), 23 (Data Processor Obligations); clause 24.3 (Intellectual Property) and 27 (Employment Exit Provisions); or

18.5.1.2 the Service Provider's wilful default.

18.5.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall in no event exceed one hundred and twenty percent (120%) of the aggregate Contract Price paid under or pursuant to the Contract in the applicable Contract Year in respect of which the claim arises.

## **19 SERVICE PROVIDER WARRANTIES**

19.1 The Service Provider warrants and represents that:

19.1.1 it has full capacity and authority to enter into and to perform the Contract and it is executed by a duly authorised Representative of the Service Provider;

19.1.2 there are no actions, suits or proceedings or regulatory investigations pending or, to the Service Provider's knowledge, threatened against or affecting the Service Provider before any court or administrative body or arbitration tribunal that might affect the ability of the Service Provider to meet and carry out its obligations under the Contract;

19.1.3 it has operated, and will continue to operate, in compliance with applicable Laws and regulations and will maintain all Necessary Consents, licences and registrations as applicable;

19.1.4 any information obtained by the Service Provider during the Contract Period shall only be used for the purposes contemplated under the Contract;

19.1.5 it has not committed any Prohibited Act in entering into the Contract or any other agreement with the Council and will not commit any such acts in the performance of or with regard to the extension of the term of the Contract or such other agreement.

19.2 For the avoidance of doubt the fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination the Council may have in respect of breach of that provision by the Service Provider.

## **SECTION 7 - INFORMATION AND IPR**

### **20 CONFIDENTIALITY AND TRANSPARENCY**

20.1 Subject to clause 20.2, the parties shall keep confidential all matters relating to the Contract and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.

20.2 Clause 20.1 shall not apply to any disclosure of information:

20.2.1 required by Law, provided that clause 21 (Freedom of Information) shall apply to any disclosures required under the Information Laws;

20.2.2 that is reasonably required by persons engaged by a party in the performance of such party's obligations under the Contract;

20.2.3 where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 20.1;

20.2.4 by the Council of any document to which it is a party and which the parties to the Contract have agreed contains no commercially sensitive information;

20.2.5 to enable a determination to be made under Section 9 (Dispute resolution);

20.2.6 which is already lawfully in the possession of the receiving party prior to disclosure by the disclosing party;

20.2.7 by the Council to any other department, office or agency of the Government; and

20.2.8 by the Council relating to the Contract and in respect of which the Service Provider has given its prior written consent to disclosure.

- 20.3 The Service Provider acknowledges that the Council is subject to transparency obligations which require the Council to publish certain contract information and materials. Accordingly, and notwithstanding any other term of the Contract, the Service Provider hereby gives its consent for the Council to publish the Contract and its schedules and appendices in its entirety, including from time to time agreed changes to the Contract (save and except such matters as the Council is by Law able to exclude as being confidential, commercially sensitive, or otherwise not in the public interest to disclose), to the general public in whatever form the Council decides. The Service Provider shall render such assistance and cooperate with the Council to enable such publication, including, if the Council so requires, assisting the Council at no additional costs to the Council in the redaction of such contract documents prior to publication to eliminate material considered confidential, commercially sensitive, or otherwise not in the public interest to disclose.
- 20.4 Subject to clauses 22 (Data Protection) and 23 (Data Processor Obligations), on or before the Expiry Date the Service Provider shall ensure that all documents and / or computer records in its possession, custody or control which contain information relating to any of the Council's Representatives, Council Premises or Council customers including any documents in the possession, custody or control of any Sub-Contractor, are delivered up to the Council or securely destroyed.

## **21 FREEDOM OF INFORMATION**

- 21.1 The Service Provider shall, at no additional cost to the Council, co-operate promptly with the Council's reasonable requests for assistance in complying with its disclosure obligations under the Information Laws, provided that where the Council receives a request for information relating to the Contract which the Council reasonably considers to be commercially sensitive and/or confidential, where reasonably practicable, the Council shall not disclose the same without first:
- 21.1.1 notifying the Service Provider in writing; and
  - 21.1.2 allowing the Service Provider a reasonable opportunity (taking into account timescales set by Law) to make representations to the Council as to disclosure of such information.
- 21.2 Notwithstanding any other provision of the Contract, the Council shall have absolute discretion as to whether to apply or not to apply any exemptions under the Information Laws.
- 21.3 In no event shall the Service Provider respond directly to a request for information unless expressly authorised to do so by the Council.

## **22 DATA PROTECTION**

- 22.1 Both parties shall, and the Service Provider shall procure that its Representatives shall, observe all their obligations under the Data Protection Legislation which arise in connection with the performance of the Contract.
- 22.2 The Service Provider shall, and shall procure that its Representatives shall, perform its obligations under the Contract in such a way as to ensure that it does not cause the Council to breach any of the Council's obligations under the Data Protection Legislation.
- 22.3 The Service Provider shall be liable for and shall indemnify (and keep indemnified) the Council against each and every action, proceeding, liability, cost, claim, loss, expense (including legal fees) incurred by the Council which arise from the Service Provider's breach of its obligations under the Data Protection Legislation, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Legislation by the Service Provider and/or its Representatives.
- 22.4 The parties agree that, where the Contract Particulars dis-apply clause 22 (Data Protection Obligations), the Service Provider shall enter into a separate data sharing agreement with the Council, on terms stipulated by the Council.
- 22.5 The provisions of this clause 21 shall apply during the continuance of the Contract and

indefinitely after its expiry or termination.

## **23 DATA PROCESSOR OBLIGATIONS**

- 23.1 With respect to the parties' rights and obligations under the Contract, to the extent that the Service Provider in delivering the Services to the Council acts as a Data Processor for the Council as Data Controller the following provisions of this clause 22 shall apply. A description of the Personal Data processed by the Service Provider and the processing activities undertaken by the Service Provider is set out in Schedule D (Data Processing Activities).
- 23.2 In respect of Personal Data, the Service Provider shall and shall procure that its Representatives shall:
- 23.2.1 solely process the Personal Data for the purposes of fulfilling its obligations under the Contract and in compliance with the Council's written instructions;
  - 23.2.2 notify the Council immediately if any instructions of the Council relating to the processing of Personal Data are unlawful;
  - 23.2.3 not transfer to or access any Personal Data from a country outside of the United Kingdom without the Council's prior written consent;
  - 23.2.4 comply with the Council's instructions in relation to transfers of Personal Data to a country outside of the United Kingdom unless the Service Provider is required pursuant to applicable Laws to transfer Personal Data outside the United Kingdom, in which case the Service Provider shall inform the Council in writing of the relevant legal requirement before any such transfer occurs unless the relevant Law prohibits such notification on important grounds of public interest;
  - 23.2.5 ensure the reliability of any Staff who have access to the Personal Data and ensure that all such Staff are subject to legally binding obligations of confidentiality in relation to the Personal Data;
  - 23.2.6 ensure that none of the Service Provider's Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
  - 23.2.7 not engage any Sub-Contractor to carry out any processing of Personal Data without the prior written consent of the Council provided that notwithstanding any such consent the Service Provider shall remain liable for compliance with all the requirements of the Contract including in relation to the processing of Personal Data;
  - 23.2.8 ensure that obligations equivalent to the obligations set out in this clause 23 are included in all contracts between the Service Provider and permitted Sub-Contractors who will be processing Personal Data and who have been approved in accordance with clause 23.2.7;
  - 23.2.9 take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with the Data Protection Legislation;
  - 23.2.10 upon request provide a written description of the technical and organisational measures employed by the Service Provider pursuant to clause 23.2.9 (within the timescales required by the Council) and if the Council does not consider that such measures are adequate to enable compliance with the Data Protection Legislation, implement such additional measures as may be specified by the Council (acting reasonably) to ensure compliance;
  - 23.2.11 taking into account the nature of the data processing activities undertaken by the Service Provider, provide, at no cost to the Council, all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisational measures) to enable the Council to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation, including (without limitation):

- 23.2.11.1 notifying the Council within two (2) Working Days, of receiving any request from a Data Subject exercising their rights under the Data Protection Legislation;
- 23.2.11.2 complying with the Council's instructions in relation to complying with the Data Subject's rights under the Data Protection Legislation, which may include (without limitation) providing notices to Data Subjects in a format specified by the Council, rectifying inaccurate Personal Data, ceasing or restricting processing of Personal Data, providing access to Personal Data, permanently deleting or securely destroying Personal Data and providing copies of Personal Data in a format specified by the Council;
- 23.2.12 maintain a record of the Service Provider's processing activities in accordance with the requirements of the Data Protection Legislation;
- 23.2.13 assist the Council, at no cost to the Council, in ensuring compliance with the obligations set out in Articles 32 to 36 (inclusive) of the General Data Protection Regulation (or any equivalent legislation in the UK or any subsequent legislation) taking into account the nature of the data processing undertaken by the Service Provider and the information available to the Service Provider, including (without limitation):
  - 23.2.13.1 providing information and assistance upon request to enable the Council to notify Data Security Breaches to the Supervisory Authority and/or to affected individuals and/or to any other regulators to whom the Council is required to notify any Data Security Breaches; and
  - 23.2.13.2 providing input into and carrying out Data Protection Impact Assessments in relation to the Service Provider's data processing activities;
- 23.2.14 ensure that it has in place appropriate technical and organisational measures to ensure that processing of Personal Data carried out by the Service Provider in connection with the Contract meets the requirements of the Data Protection Legislation and ensures protection of the rights of individuals under the Data Protection Legislation;
- 23.2.15 notify the Council immediately and in any event within twenty four (24) hours in writing if:
  - 23.2.15.1 the Service Provider or any Sub-Contractor engaged by or on behalf of the Service Provider suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; or
  - 23.2.15.2 the Service Provider or any Sub-Contractor engaged by or on behalf of the Service Provider receives any Data Security Breach notification, complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation,and in each case the Service Provider shall provide full co-operation, information and assistance to the Council in relation to any such Data Security Breach, complaint, notice or communication at no cost to the Council;
- 23.2.16 upon termination of the Contract, at the discretion of and at no cost to the Council, delete securely or return all Personal Data to the Council and delete all existing copies of the Personal Data unless and to the extent that the Service Provider is required to retain copies of the Personal Data in accordance with applicable Laws in which case the Service Provider shall notify the Council in writing of the applicable Laws which require the Personal Data to be retained. In the event the Personal Data is deleted or destroyed by the Service Provider, the Service Provider shall provide the Council with a certificate of destruction evidencing that the Personal Data has been destroyed or deleted.
- 23.2.17 make available to the Council at no cost to the Council all information necessary to demonstrate compliance with the obligations set out in this clause 23 and, upon

request, allow the Council, the Supervisory Authority and its Representatives access to the Service Provider's Premises, records and Personnel for the purposes of assessing the Service Provider's compliance with its obligations under this clause 23; and

23.2.18 indemnify the Council from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities or whatever nature (whether contractual, tortious or otherwise) suffered or incurred by the Council and arising out of or in connection with any breach by the Service Provider or any Sub-Contractors of this clause 23, including (for the avoidance of doubt) any fines imposed by the Supervisory Authority on the Council in relation to a Data Security Breach, where such breach is caused wholly or in part by the Service Provider.

23.3 The provisions of this clause 23 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

## **24 INTELLECTUAL PROPERTY RIGHTS**

24.1 Save as expressly granted under the Contract, neither the Council nor the Service Provider shall acquire any right title or interest in any Intellectual Property Rights vested in or licensed to the other party prior to or independently of the performance by the relevant party of its obligations under the Contract.

24.2 The Service Provider agrees that the Intellectual Property Rights under its reasonable control in any and all documents, drawings, designs, databases, data or other material in any format created by the Service Provider in the course of and for the purpose of providing the Services on behalf of the Council shall be assigned to the Council. The Service Provider shall execute or cause to be executed all deeds, documents and acts required to vest such Intellectual Property Rights in the Council.

24.3 The Service Provider shall indemnify the Council 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 resulted directly from the Council's failure properly to observe its obligations under this clause 24.3.

## **SECTION 8 – PERSONNEL**

### **25 PERSONNEL**

25.1 The Service Provider shall ensure that all individuals employed or engaged in connection with the Services are of suitable character and are appropriately qualified, trained and experienced in the area of work which they are to perform.

25.2 The Service Provider shall ensure that there are at all times an adequate number of individuals employed or engaged to provide the Services in accordance with the Contract.

### **26 EQUAL OPPORTUNITIES AND HUMAN RIGHTS**

26.1 In the performance of the Services and in its dealings with Council employees, customers and members of the general public, the Service Provider shall, as if it were a public body, comply and shall ensure that its Representatives comply with:

26.1.1 the Human Rights Act 1998

26.1.2 all Laws relating to equal opportunities and shall have an equal opportunities policy; and

26.1.3 the Council's equal opportunities policies and procedures as may be adopted and amended from time to time and as notified to the Service Provider.

### **27 EMPLOYMENT EXIT PROVISIONS**

- 27.1 Where a Subsequent Transfer constitutes a Relevant Transfer then the Council or New Service Provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.
- 27.2 The Service Provider shall and shall procure that any Sub-Contractor shall:
- 27.2.1 on request from the Council on a date not more than six (6) months immediately preceding the expiry of the Contract and/or any review date; and/or
  - 27.2.2 on receiving notice of termination of the Contract (on whatever grounds and in whatever circumstances) or otherwise; and/or
  - 27.2.3 at such times as required by TUPE,
- 27.3 provide promptly (and in any event within fourteen (14) days of request) and at no cost to the Council, in respect of any person engaged or employed by the Service Provider or any Sub-Contractor in the provision of the Services, the Service Provider's Provisional Staff List and the Staffing Information together with any additional information required by the Council (notwithstanding this may be beyond the information required to be provided under TUPE), including information as to the application of TUPE to the employees. The Service Provider shall notify the Council, within fourteen (14) days of the event (and in any event before the Service Transfer Date), of any material changes to the information supplied, discovery of further relevant information or on receipt of a request for or clarification or amplification by the Council.
- 27.4 At least twenty eight (28) days prior to the Service Transfer Date, the Service Provider shall and shall procure that any Sub-Contractor shall prepare and provide to the Council and/or, at the direction of the Council, to the New Service Provider, the Service Provider's Final Staff List, which shall be complete and accurate in all material respects. The Service Provider's Final Staff List shall identify which of the Service Provider's and Sub-Contractor's personnel named are Relevant Employees.
- 27.5 The Council shall be permitted to use and disclose the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective New Service Provider for any services that are substantially the same type of services as (or any part of) the Services.
- 27.6 The Service Provider warrants to the Council and any New Service Provider that the Service Provider's Provisional Staff List, the Service Provider's Final Staff List, the Employee Liability Information and the Staffing Information (the "**TUPE Information**") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Service Provider's Final Staff List.
- 27.7 The Service Provider shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 27.8 The Council regards compliance with this paragraph 26 as fundamental to the Contract. In particular, failure to comply with paragraphs 26.2 and 26.3 in respect of the provision of accurate information about the Relevant Employees shall entitle the Council to suspend payment of the Contract Price until such information is provided. The maximum sum that may be retained under this paragraph 2.7 shall not exceed to an amount equivalent to the Contract Price that would be payable in the three (3) month period following the Service Provider's failure to comply with paragraphs 26.2 or 26.3, as the case may be.
- 27.9 Any change to the TUPE Information which would increase the total employment costs of the staff in the six (6) months prior to termination of the Contract shall not (so far as reasonably practicable) take place without the Council's prior written consent, unless such changes are required by law. The Service Provider shall and shall procure that any Sub-Contractor shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.
- 27.10 In the six (6) months prior to expiry or termination of the Contract or from the date of service of a termination notice of the Contract, the Service Provider shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff listed on the Service Provider's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees or transfer or remove from the performance

of the services any supervisory or managerial personnel without the Council's prior written consent (such consent not to be unreasonably withheld or delayed).

- 27.11 The Service Provider shall indemnify and keep indemnified in full the Council and each and every New Service Provider against all Employment Liabilities arising from or connected with:
- 27.11.1 any person who is or has been employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of any of the Services; or
  - 27.11.2 any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Service Provider and/or any Sub-Contractor),
  - 27.11.3 any failure by the Service Provider and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.
  - 27.11.4 any failure by the Service Provider or any Sub-Contractor to supply or delay in supplying the Staffing Information, the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Employee Liability Information and any other information herein required (or inaccuracy or incompleteness of the same) or to inform and consult in accordance with TUPE;
  - 27.11.5 any failure on the part of the Service Provider or any Sub-Contractor to provide the Relevant Employees with any benefit of any nature including Appropriate Pension Provision or failure to make all due payments to the Relevant Employees or Pension Fund;
  - 27.11.6 any failure or omission of any legal or statutory obligation on the Service Provider;
  - 27.11.7 any claim by any Relevant Employee arising out of any personal injury or injury at work of whatever nature prior to the termination of the Contract; and
  - 27.11.8 any other obligations of or arising under the Contract,
- whether any such claim arises on or after the Service Transfer Date if it has its origins before such date.
- 27.12 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
- 27.13 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraphs 26.2 to 26.11, to the extent necessary to ensure that any New Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the New Service Provider by the Service Provider or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 27.14 Despite paragraph 26.12, it is expressly agreed that the parties may by agreement rescind or vary any terms of the Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

## **SECTION 9 – DISPUTE RESOLUTION**

### **28 REFERRAL TO OFFICERS AND SENIOR REPRESENTATIVES**

- 28.1 If any dispute arises out of or in connection with the Contract, the parties shall promptly notify each other of the matter in dispute (“**Dispute**”), which shall in the first instance be referred to the Council and the Service Provider's Manager who shall use all reasonable skill, care and diligence to ensure that they receive the views of all parties and consider all solutions proposed with the objective of resolving the dispute and achieving an agreed solution.
- 28.2 Where the Council and the Service Provider's Manager do not achieve within fourteen (14)

days of notification of a Dispute a solution acceptable to all parties involved, and provided no right of termination has been exercised, then senior representatives of both parties shall meet promptly, and in any event within twenty one (21) days of notification of the Dispute, in good faith to discuss and seek to resolve the Dispute.

- 28.3 The Service Provider agrees that the provision of the Services shall not be affected or suspended in the event of and during any Dispute.

## **29 MEDIATION**

- 29.1 In the event that the Dispute cannot be resolved by negotiation or conciliation under clauses 28.1 and 28.2 within two (2) Months, or such other period as may be determined by the Council at its absolute discretion, both parties shall attempt to settle it by Mediation.
- 29.2 If the parties fail to resolve the Dispute by mediation within two (2) Months of the Mediator being appointed, or such longer period as may be agreed between the parties, then any dispute or difference between them may be referred to the courts pursuant to clause 33.19 (Governing Law and Jurisdiction).

## **SECTION 10 – TERMINATION**

### **30 EXPIRY & TERMINATION**

- 30.1 The Contract shall expire automatically on the Expiry Date unless it shall have been terminated earlier in accordance with its terms. For the avoidance of doubt the Service Provider shall not be entitled to any compensation on such expiry.
- 30.2 The Council may terminate the Contract by giving notice in writing to the Service Provider, such notice to expire at any time. The amount of notice required is as set out in the Contract Particulars. For the avoidance of doubt the Service Provider shall not be entitled to any compensation on such expiry.
- 30.3 The Council may terminate the Contract with immediate effect by notice in writing to the Service Provider on or at any time if the Service Provider:
- 30.3.1 becomes Insolvent;
  - 30.3.2 commits a breach of any of its obligations under the Contract which: (1) materially and adversely affects the performance of the Services; (2) may or will cause a health and safety risk or (3) results in damage to the reputation of the Council provided that if such breach is in the reasonable opinion of the Council capable of remedy, the Council may only terminate the Contract under this clause 30.3.2 if the Service Provider has failed to remedy such breach within thirty (30) days (or such shorter timescale as the Council specifies and is reasonable in the circumstances) after receipt of written notice from the Council to remedy the breach;
  - 30.3.3 commits a Persistent Default;
  - 30.3.4 commits a Prohibited Act;
  - 30.3.5 fails to achieve any KPI for two (2) consecutive Measurement Periods;
  - 30.3.6 fails to provide the Services during a continuous period of seven (7) days or for a total period of ten (10) days in any three (3) Month period during the Contract Period other than as a result of a Force Majeure Event; or
  - 30.3.7 fails to obtain or loses any Necessary Consent or has any Necessary Consent varied or restricted the effect of which might reasonably be considered by the Council to have a material adverse affect in the performance of the Services.
  - 30.3.8 makes an assignment or novation of this Contract in breach of clause 33.8 (Assignment or Novation) or sub contracts the Services or any part of the Services in breach of clause 33.9 (Sub-Contracting);
  - 30.3.9 breaches any of its obligations under clause 17 (Insurance);
  - 30.3.10 undergoes a change of control within the meaning of section 1124 of the Corporation

Tax Act 2010 to which the Council reasonably objects.

- 30.4 If a Force Majeure Event prevents either party from performing its obligations under the Contract in any material respect for such period as is set out in the Contract Particulars then, provided the notification requirements set out in clause 33.14 (Force Majeure) have been met, without prejudice to any accrued rights or remedies under the Contract, either party may terminate the Contract by notice in writing to the other party having immediate effect.
- 30.5 The Council may terminate the Contract, in whole or in part, by giving such period of notice as the Council reasonably considers is necessary in the circumstances, in writing, to the Service Provider if it reasonably believes that any of the circumstances set out in section 78(2) of the Procurement Act 2023 apply, such notice to expire at any time. For the avoidance of doubt the Service Provider shall not be entitled to any compensation on such termination.

### **31 EFFECT OF TERMINATION OR EXPIRY & DUTY TO CO-OPERATE**

- 31.1 Where the Contract is terminated the Council shall not be required to make further payments under the Contract until the costs, loss and/or damage due under the Contract have been calculated and when such payment become due the Council shall be entitled to withhold from such payments the costs, loss and/or damages due to it under the Contract; and
- 31.2 The Service Provider shall co-operate fully with the transfer of responsibility for the Services (or any of the Services) to any New Service Provider undertaking such services, the same or similar to the Services.

## **SECTION 11 – GENERAL**

### **32 NOTICES**

- 32.1 Subject to clause 32.3 below, all notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid or recorded delivery) to the address of the relevant party, as notified in writing upon signing of this Contract, or as notified by a party from time to time.
- 32.2 If personally delivered or if e-mailed, all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.
- 32.3 Termination notices, meaning a notice to enforce the terms of Section 10 – Termination, may not be served by email, and therefore must be served personally, by first class mail, or by recorded delivery mail.
- 32.4 All notices must be served on the persons set out below, as may be amended from time to time by the parties in writing, email being an acceptable format, to be considered validly served:

#### **Notices for service onto the Council shall be sent to:**

<b>Name, Job Title</b>	<b>Address</b>	<b>Email</b>
Tahiana Jefferis Enterprise Apps & Portfolio Manager	11 Cockshot Hill, Woodhatch, Reigate, RH28EF	Tahiana.jefferis@surreycc.gov.uk

#### **Notices for service onto the Service Provider shall be sent to:**

<b>Name, Job Title</b>	<b>Address</b>	<b>Email</b>
Sam Thomas Systems Accountments Manager	Perio Mill, Fotheringhay, Peterborough, PE8 5HU	Sam@systemsaccountants.com

### 33 GENERAL

- 33.1 If the Service Provider or anyone acting on its behalf or to its knowledge (whether such person is a Service Provider Representative or a Council Representative) commits any Prohibited Act in relation to the Contract or any other agreement with the Council or in relation to any matter or activity pertaining to any public body in the United Kingdom, the Service Provider shall promptly inform the Council of the occurrence of such Prohibited Act and render all such assistance to the Council as the Council may reasonably require in investigating such acts.
- 33.2 The Service Provider acknowledges that the Council has a duty under the Counter Terrorism and Security Act 2015 (“**CTSA 2015**”) to have due regard to the requirement to prevent people from being drawn into terrorism. The Service Provider shall, and shall procure that its Representatives shall, give all reasonable assistance and support to the Council in meeting its duty as a specified authority pursuant to the CTSA 2015 (and all regulations made thereunder) and the Service Provider shall have regard to the statutory guidance issued under section 29 of the CTSA 2015.
- 33.3 In performing its obligations under the Contract, the Service Provider shall:
- 33.3.1 comply with all applicable labour, employment, anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
  - 33.3.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
  - 33.3.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 33.3; and
  - 33.3.4 notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 33.4 Subject to clause 27 (Employment Exit Provisions), it is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that the Contract is not intended to, and does not, give to any person who is not a party to the Contract any rights to enforce any provisions contained in the Contract.
- 33.5 The provisions of the Contract are binding on any successors in title of the parties.
- 33.6 The Service Provider and its Sub-Contractors shall not be or be deemed to be an agent of the Council and the Service Provider and its Sub-Contractors shall not hold itself out as having authority or power to bind the Council in any way, other than expressly conferred by the Contract.
- 33.7 Nothing in the Contract shall be construed as creating a partnership within the meaning of the Partnership Act 1890, or as a contract of employment between the Service Provider and the Council.
- 33.8 The Service Provider shall not assign, novate or otherwise dispose of any of its rights or benefits under the Contract other than with the prior written consent of the Council, which consent the Council may in its absolute discretion refuse and/or grant on terms.
- 33.9 The Service Provider shall not be entitled to sub-contract, sub licence or otherwise dispose of the provision of the Services or any part thereof without the prior written consent of the Council.
- 33.10 In the event that the Service Provider enters into any Sub-contract in connection with the Contract it shall:
- 33.10.1 remain responsible to the Council for the performance of its obligations under the Contract notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
  - 33.10.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Contractor complies with such terms; and
  - 33.10.3 provide a copy, at no charge to the Council, of any such sub-contract on receipt of a

request for such by the Contract Manager.

- 33.11 No term or provision of the Contract shall be considered as waived by any party unless a waiver is given in writing by that party and specifically states that it is a waiver of such term or provision. No waiver shall be a waiver of a past or future Default or breach, nor shall it amend, delete or add to the terms, clauses or provisions of the Contract unless (and then only to the extent) that it is expressly stated in that waiver.
- 33.12 The Council reserves all rights and remedies in relation to any past or future Default or breach of this Contract.
- 33.13 Each party shall use all reasonable endeavours to ensure that any formal public statements made by a party as to each other's activities or the performance of the Contract shall only be made after consultation with the other party, except as required otherwise by Law. Neither party shall make use of the other party's logo without their express permission.
- 33.14 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to any failure or delay in performing its obligations under the Contract shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take all reasonable steps to mitigate the effect of the Force Majeure Event.
- 33.15 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate or original, but all the counterparts shall constitute the one agreement. Transmission of an executed counterpart of this Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If the method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible.
- 33.16 If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.
- 33.17 With the exception of any agreement required under clause 22.4, the Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, save that this clause 33.17 shall not exclude liability in respect of any fraudulent misrepresentation.
- 33.18 Termination of the Contract for any reason shall not affect this clause 33.18 and the following clauses or sections, which shall continue in force after such termination: clause 1 (Definitions and interpretation), clause 11 (Service Provider's Records), section 6 (Warranties and Acknowledgements), clause 20 (Confidentiality and Transparency), clause 21 (Freedom of Information), clause 22 (Data Protection), 23 (Data Processor Obligations), clause 27 (TUPE), section 9 (Dispute Resolution), section 10 (Termination), clause **Error! Reference source not found.** (Notices), clause 33.8 (Assignment), clauses 33.9 and 33.10 (Sub-Contracting), clause 33.19 (Governing Law and Jurisdiction) and, where applicable, any provisions relating to disputed sums and set off set out in Schedule B (Payment Schedule).
- 33.19 If applicable to the Services under this Contract, the Service Provider shall ensure compliance with the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018, as amended from time to time, throughout the Contract Period. If the Service Provider fails to comply with such Regulations, and this results in loss or liability by the Council, the Service Provider shall indemnify the Council for all reasonable losses.
- 33.20 The parties agree that the Contract shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

## SCHEDULE A – SPECIFICATION AND KPIS

### Statement of Work: Absence Configuration Review

<b>Functional Area</b>	HR – HR Transactions
<b>SCC Stakeholder(s)</b>	<ul style="list-style-type: none"> <li>HR Transactions – Hannah Pratt / Julia Bennett / Georgina Lewis / Helena Lea / Magdalena Konopinska</li> <li>MySurrey Support – Linda Whiteman</li> </ul>
<b>SCC Tester</b>	<p>N/A</p> <p>This is not applicable as the Statement of work is to determine where there are issues with the configuration of absence management in MySurrey. The scope of this statement of work will not involve fixing any of the identified issues. That will be determined as a separate exercise, once the issues are known.</p>



#### 1. Summary of Configuration Issues

<p><b>Priority 1</b></p> <p>Unplanned Sickness – All schemes</p>	<p><b>Absence Deduction for Employees with Multiple Positions:</b></p> <p>The ABSCONTRACT relation was designed to identify the sickness entitlement for separate contracts. However, it appears that this relation has not been maintained, causing issues for employees with multiple contracts. Each contract should have its own sickness entitlement, but when the correct relation is not in place, sickness deductions for each contract are taken from the same or an incorrect entitlement. This results in inaccurate 'countback' calculations and leads to full or half pay being applied prematurely.</p> <p>Additionally, once the relations are correctly established retrospectively, it becomes difficult to determine if the entitlement has been reset. Furthermore, the incorrect deductions are not recalculated and refunded accordingly.</p> <p>This process should serve as the optimal solution for employees with multiple contracts and be as automated as possible, including the ability to apply retrospective corrections.</p> <p><b>Overrides Not Calculating Correctly:</b></p> <p>Overrides for extended full pay and subsequent half pay are not always recalculating properly. Manual intervention is often required to adjust the pay. The system currently overrides the calculated entitlement. However, it should extend the calculated entitlement first and then initiate the next level of entitlement following that extension.</p> <p><b>"Unpaid Leave Calculation Issues:</b></p> <p>Unpaid leave amounts are not being calculated correctly, leading to discrepancies.</p>
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<p><b>Priority 2</b> Sick Pay Calculation for Teachers:</p>	<p>Sick pay entitlement is calculated based on a 5-day week, but deductions should be based on a 7-day week. This discrepancy leads to overpayment as not enough days are deducted from the entitlement. For example, if a teacher is off for 2 whole weeks (14 days) then 14 days' pay needs to be adjusted and entitlement reduced by 10 days. In the scenario where they have entered just Monday to Friday then 5 days' pay adjustment and 5 days entitlement, is correct.</p> <p>Back Dated entry deductions are based on the current month days in the month instead of the days in the month that the sickness is applicable to.</p> <p>There are 2 schemes for Teachers: Continuous service &lt; April 2021 – Any sickness during school holidays does not get deducted from entitlement, and if on 50% pay they would go back onto 100% during the school holiday period. If on 0% then they stay on 0%.</p> <p>Continuous Service &gt; April 2021 - Any sickness during school holidays does not get deducted from entitlement, and if on 50% pay they stay on 50% during the school holiday period. If on 0% then they stay on 0%.</p> <p>April-March entitlement year and countback. New entitlement does not get refreshed until a break in continuous sick, should the period of continuous sickness go across 2 entitlement years.</p>
<p><b>Priority 3</b> Unplanned Sickness – Fire</p>	<p>Retrospective updates sometimes not working properly, manual adjustments are required.</p> <p><b>Overrides Not Calculating Correctly:</b></p> <p>Overrides for extended full pay and subsequent half pay are not always recalculating properly. Manual intervention is often required to adjust the pay. The system currently overrides the calculated entitlement. However, it should extend the calculated entitlement first and then initiate the next level of entitlement following that extension.</p> <p>Injury on Duty entitlement:</p>

	This is not being applied correctly. It is 12months at full pay followed by 6 months at half pay. It currently applies 6 months at full pay and 6 months at half pay.
<b>Priority 4</b> Child & Family Leave	<b>Unplanned – Neonatal</b> Neonatal leave scheme is not yet built.
	<b>Unplanned – Bereavement</b> There is currently no back pay solution for Statutory Bereavement and this needs to be activated and configured. It also needs reviewing against the set up for Maternity to ensure is consistent.
	<b>Planned - Maternity</b> Currently, position changes during an employee's statutory leave, particularly maternity leave (as most common), often causes issues with Occupational Pay. When a position change occurs during the leave period, Payroll must manually review and adjust any incorrect occupational payments. This process depends on receiving timely information before payroll finalisation. However, delays in receiving this information frequently result in overpayments.
	<b>Planned – Paternity</b> This needs reviewing against the set up for Maternity and confirming that the solutions are consistent.
	<b>Planned – Adoption</b> This solution needs to be reviewed against maternity and changes made to be consistent. Adoption should be a replicate of Maternity for each scheme.
<b>Priority 5</b> Family Leave Absence Processing	Currently, family leave absences are not processed through the PS11 or PS09 process, unlike other types of absence. This has led to challenges in generating accurate reporting data for family leave, particularly in relation to pension reporting for both LGPS and Teachers' schemes. We propose exploring the use of PS11 for family leave absences to improve data consistency and resolve these reporting issues.
<b>Priority 6</b> Absence P&D Review	Conduct a comprehensive review of all absence P&Ds to ensure they are correctly and consistently configured. This will support streamlined and accurate reporting for both LGPS iConnect and Teachers' MDC/MCR submissions.



## 2. Summary of Workflow issues

<b>Priority 7</b>	<p><b>Absence Workflow</b></p> <p>Many absence workflow items are not assigned to a workflow task owner, resulting in the need for manual intervention. Please review and recommend the necessary changes to ensure the absence workflow design is robust and does not require ITFU follow-up.</p>
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## 3. Requirements

- Review of the MySurrey configuration of the absence types listed above against SCC policy.
- Identify where the configuration is not aligned to the policy
- Identify where the configuration is aligned to the policy, but it is not working as expected
- Outline the impact of the issues identified in other areas including severity.
- Use Maternity configuration as the model for the review
- Complete the review in Priority order.

## 4. Deliverables

For each priority area, the following outputs are expected

- Configuration & workflow Review:
- **Configuration Issues:** Identify issues and note adherence to the related SCC Policy.
- **Impact of Issues:** Describe the impact, including links to related configuration setups within Uni4.
- **Severity of Issues:** Assess the severity of each issue.
- **Potential Solutions:** Provide potential solution options.
- **Estimated Development Duration:** Estimate the time required for development.

**Resource Requirements:** Outline the necessary resources to fix the issue.

Document the configuration setup for each priority area

Additional Information	
Links to Related Docs	Policy documents will be provided once work commences
Benefits to Business/ Team/ Staff	
Known Risks & Mitigation Strategy + Responsibilities	

## SCHEDULE B – PAYMENT SCHEDULE

PRICE SCHEDULE SUMMARY		Number Required for Contract (including optional extensions) 1 = One Off Costs 4 = Contract Length (Apply to Annual Costs)	
	Total from Price Schedule		Total Contract Price
Implementation	£0.00	1	£0.00
Onboarding	£0.00	1	£0.00
One Off Costs	£115.00	240	£27,600.00
Annual Costs	£0.00	4	£0.00
<b>Total Contract Cost (for Tender Evaluation)</b>			<b>£27,600.00</b>
<b>*EXCLUSIVE OF VAT</b>			

# SCHEDULE C – SERVICE PROVIDER QUOTE / TENDER / PROPOSAL AND CLARIFICATIONS

## PART 1 – SERVICE PROVIDER QUOTE/TENDER/PROPOSAL

### 1. COMPLETION OF BIDDER'S SUBMISSION

- 1.1. Bidders must complete all the questions detailed in this response questionnaire.
- 1.2. The Council require specific responses from Bidders based on the details set out in the Specification.
- 1.3. Bidders are encouraged to read this and the RFQ Guidance document carefully before completing their responses.
- 1.4. Bidders should:
  - Write their organisation name on the front page – see **BIDDER NAME**
  - Submit their responses under the questions detailed below.
  - See Section 5: Evaluation Criteria & Methodology of the RFQ guidance for further information.

### 2. WORD LIMITS

- 2.1. Bidders must write a response in all sections of this questionnaire that end with a box that states: “**Bidders should write their response here**”.
- 2.2. Where a word limit is stated, the answer of Bidders should not exceed the stated word limit.
- 2.3. Where a word limit is exceeded, evaluators will only consider the Bidder's response up to the point of meeting the maximum word limit and the remaining words will not be considered.
- 2.4. Where diagrams are used, these will contribute to the word count unless included within an attachment where we have specified the attachment is excluded from the word limit.
- 2.5. Any attempt to avoid express word limits by deliberately avoiding the use of normal punctuation or the use of non-spacing in any response to this RFQ the Council reserves the right not to evaluate the entire response to the question.

# Bidder's Submission

The below is provided as a guide. Please amend the below as appropriate for your procurement ensuring that the requirements are relevant and proportionate to the size and complexity of the RFQ.

Please Insert Bidder Name:

Sam Thomas

Questions 1a) – 1i) are for information only and not scored.  
Question 2 will be assessed on a pass / fail basis.

## 1. Main Contact Details

a) Full Legal name of your business or organisation.	SystemsAccountants Ltd
b) Name, telephone number and email of the primary point of contact who will be managing the contract on behalf of the service provider.	Sam Thomas +44790 100 9022 sam@systemsaccountants.com
c) If your organisation operates under a different trading or 'doing business as' name, please also specify the trading/DBA name.	N/A
d) Type of organisation (e.g. private limited company, partner, charity, sole trader).	Private Limited Company
e) Registered Address.	Perio Mill Fotheringhay Peterborough PE8 5HU
f) Address from which the services will be performed, if different from the above.	

g) Company Registration or Charity Number and date of registration (and of any holding / parent company).

h) Please specify if you intend to use subcontractors to deliver any part of the goods, services or works outlined in your bidder submission.

**2. Insurance**

Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:

Public Liability Insurance (£10million)	<b>Yes</b>	No	Will Provide
Employers Liability Insurance (£5 - 10million)	<b>Yes</b>	No	Will Provide

*\*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: [www.hse.gov.uk/pubns/hse39.pdf](http://www.hse.gov.uk/pubns/hse39.pdf)*

**QUALITY QUESTIONNAIRE – Total Weighting 60%**

**Q 1. Implementation**

**A) Please outline the activities required to deliver this project, detailing the approach to be taken, and the knowledge and time commitment needed from Council resources. (10%)**

**B) Detail how the progress will be managed and reviewed to ensure delivery against time and quality? (10%)**

**C) High level delivery plan. (10%)**

**Total Allocated Weighting for Question 30%**

**Max word count 1,500. Anything that Exceeds this limit will not be considered and therefor will not be scored.**

**Bidders should write their response here:**

## **A) Activities Required to Deliver the Project, Approach, and Council Resource Commitment**

Our approach to delivering the Absence Configuration Review for Surrey County Council (SCC) is structured, policy-aligned, and outcome-focused, drawing on extensive experience implementing similar solutions across both public and private sector organisations.

### **Project Phases and Activities:**

#### **1. Initiation and Discovery**

- Conduct a kick-off session with SCC stakeholders (HR Transactions, Payroll, Surrey Support).
- Confirm scope, access requirements, and review available documentation.
- Establish governance, communication cadence, and data protection protocols.

#### **2. Configuration Review (Prioritised by SOW)**

- Review each priority area (Unplanned Sickness, Teachers Sick Pay PDs, Family Leave, Workflow).
- Validate configuration of ABSCONTRACT relations, absence codes/groups, scheme attributes and connections to PDs, and overrides, PD codes
- Assess alignment with SCC policy, focusing on areas like multi-position entitlements, override recalculations, and statutory scheme logic.

#### **3. Impact Analysis and Root Cause Identification**

- Trace configuration issues to payroll discrepancies, manual interventions, and reporting gaps.
- Quantify the impact of misalignments (e.g., overpayments, incorrect entitlement deductions).
- Identify dependencies across HR, Payroll, and Absence modules.

#### **4. Solution Design and Recommendations**

- Propose corrective configuration options, including:
  - Rebuilding ABSCONTRACT relations against employment records.
  - Standardising override logic.
  - Implementing PS11 processing.
  - Introducing new absence codes and scheme attributes.

- Recommend phased remediation with quick wins and long-term fixes.

#### 5. Review and Handover

- Conduct validation workshops with SCC stakeholders.
- Deliver a comprehensive report detailing findings, solutions, and estimated effort.
- Support knowledge transfer to Surrey Support and HR Transactions teams.

#### Council Resource Commitment:

- HR Transactions / Payroll:  
Participation in discovery and validation workshops (2–3 hours per phase), review of draft deliverables.
- Surrey Support:  
Access provisioning, technical validation, and data extraction support (approx. 2–3 days total).
- IT / System Admin:  
Minimal support for environment access and workflow review.

To minimise disruption, structured templates and asynchronous collaboration tools will be used throughout.

### B) Progress Management and Quality Assurance

#### Governance Structure:

- Project Lead (Bidder): Oversees delivery, quality, and stakeholder engagement.
- SCC Sponsor: Provides strategic oversight and decision-making.
- Working Group: Includes HR, Payroll, and Surrey Support representatives.

#### Control Mechanisms:

- Weekly progress meetings to review milestones, risks, and actions.
- RAID log maintained throughout the project.
- Formal checkpoint reviews after each priority area.

#### Quality Assurance:

- Peer review and internal QA of all deliverables.
- Draft and final reports reviewed jointly with SCC.
- Use of MS Teams and SharePoint for collaboration and visibility.

#### Reporting:

- Weekly summary reports covering progress, risks, dependencies, and next steps.

- Final report includes configuration findings, impact analysis, and solution roadmap.

**C) High-Level Delivery Plan**

Phase	Activity	Duration	Output
1. Initiation	Kick-off, scope confirmation, access setup	Week 1	Project plan, governance agreement
2. Configuration Review (Priority 1–3)	Review of Unplanned Sickness, Teachers, Fire	Weeks 2	Issue logs, configuration findings
3. Configuration Review (Priority 4–7)	Review of Family Leave, Workflow, P&Ds	Weeks 3	Findings and solution recommendations
4. Impact Assessment & Solution Design	Document root causes, impact, and fixes	Weeks 4-5	Draft recommendations report
5. Review & Final Reporting	Validation and final presentation	Week 6	Final report and handover session

**Estimated Duration:** 6 weeks (subject to access and data availability)

**Deliverables:**

- Configuration and workflow findings per priority area
- Consolidated impact and recommendations report
- High-level roadmap and resource estimate for remediation

**Q 2. Experience, Knowledge, Skills Matrix:**

Please provide a matrix that outlines how the proposed resources have the relevant experience and skills for this project?

*Total Allocated Weighting for Question 15%*

*Max word count 1,000. Anything that Exceeds this limit will not be considered and therefor will not be scored.*

**Bidders should write their response here:**

**Q2. Experience, Knowledge, Skills Matrix**

The proposed resource for this project is John Oleka, a seasoned HR/Payroll Solutions Architect and Lead Implementation Consultant with over two decades of experience delivering complex ERP transformation projects across the UK, North America, Asia, and Africa. His depth of expertise in UNIT4 Business World (U4BW), particularly in Absence Management, Payroll Integration, and Workflow Configuration, makes him uniquely qualified to lead this review for Surrey County Council.

Below is a matrix outlining the relevant experience, skills, and alignment to the SCC Absence Configuration Review:

Role	Name	Relevant Experience	Skills & Tools	Relevance to SCC Project
Lead Consultant	John Oleka	20+ years implementing and optimizing HR/Payroll systems for government bodies and multinational corporations. Delivered absence and payroll solutions for councils including LGSS, Southend, Cheltenham, Department of Transport, and Places for People.	Expert in U4BW Absence, Payroll, Workflow, SQL, AG16, Server Process, PS09/PS11, HOL1/HOL2, <u>IntellAgents</u> , Work Schedules, P&D Codes, and Value References.	Deep understanding of multi-contract absence logic, statutory leave schemes, and payroll integration. Proven ability to resolve override issues, automate retroactive corrections, and align configuration with policy.  Prior to the release of the PS11 process, John developed customised server

				processes (AG16s) to overcome the limitations of the PS09 process for several local government clients and government agencies, including AVARTO and the Department for Transport. Elements of these bespoke server processes were subsequently incorporated by UNIT4 into the core logic of the new PS11 process.
Absence Configuration	Multiple Clients (PATH, Ventura City Council, Kelowna City Council, LGSS, Swansea University)	Led global <del>a,bsence</del> entitlement setup across UK, US, Canada, India, and Africa. Delivered payroll-integrated accruals, dynamic entitlement calculations, and statutory compliance.	Absence Codes, Types, Groups, Accrual Processing, Future/Historical Reporting, End-of-Year Carryover, Dynamic Zoom, Flexi-fields.	Direct experience resolving issues similar to SCC's Priority 1-3 (e.g., ABSTRACT relation misalignment, override recalculation, unpaid leave discrepancies).
Payroll Integration	LGSS, Cheshire East & West, Places for People	Delivered PS09 and PS11 absence-to-payroll transfer processes. Developed custom solutions for rolling periods and prorated entitlements.	PS09, PS11, PR28, TS13, TS03, TS20, Payroll Holding Tables, Server Process Customisation.	Addresses SCC's Priority 5 issue: lack of PS11 processing for family leave. Proven ability to migrate historical absence data and automate entitlements.
Annual Leave & Family Schemes	SISSC-FE College, Swansea University, Southend Borough Council,	Implemented HOL1/HOL2 processes, bank holiday and term-time logic, and custom adjustments for maternity/paternity/adoption schemes.	HOL1/HOL2, Attributes, Relations, Server Process Amendments, Workflow Forms,	Relevant to SCC's Priority 4: ensuring consistency across maternity, paternity, bereavement, and neonatal leave schemes.

	Surrey College		Retrospective Updates.	
Workflow & Automation	Anglia Ruskin University, Cheltenham Borough Council	Designed dynamic absence workflows and Forms, automated work schedule updates, and implemented approval routing via custom forms.	Workflow Build, HS04 Variants, <u>IntellAgents</u> , Work Schedule Change Forms, Server Process Automation.	Addresses SCC's Priority 7: absence workflows lacking task ownership and requiring manual intervention.
Reporting & Compliance	LGSS, Swansea University, East Surrey College	Developed Future and Historical Absence Accrual Reports, reconciled balances, and supported pension reporting for LGPS and Teachers' schemes.	Excelsior, Arch Reports, MDC/MCR, iConnect, SQL Queries, Data Model Expertise.	Supports SCC's Priority 6: ensuring accurate reporting and P&D configuration for statutory submissions.

**Agresso Capability Highlights (from Agresso Skills Matrix):**

- HR Absence: Level 7 (Expert)
- Payroll Processing & Adjustments: Level 7
- Workflow Build & Tracking: Level 7
- PS09/PS11 Transfer Processes: Level 7
- HOL1/HOL2 Server Processes: Level 7
- IntellAgent Setup & Event History: Level 7
- SQL AG16 & Data Model Connectivity: Level 7
- Work Schedule Setup & Multi-week Logic: Level 7

**Summary of Alignment to SCC Requirements:** John Oleka's experience directly addresses the configuration issues outlined in SCC's Statement of Work. His proven ability to diagnose and resolve complex absence and payroll integration challenges—especially those involving multi-contract entitlements, override recalculations, and statutory scheme inconsistencies—ensures that SCC will receive a comprehensive, actionable review. His mastery of U4BW tools and configuration logic, combined with his history of delivering similar projects for councils and educational institutions, makes him an ideal resource for this engagement.

**Q 3. Case Study**

**Please provide at least one detailed case study of a similar project you have completed, highlighting key challenges and solutions?**

**Total Allocated Weighting for Question 15%**

*Max word count 1,000. Anything that Exceeds this limit will not be considered and therefor will not be scored*

**Bidders should write their response here:**

**Bidder Response:**

**Project Title:** LGSS ERP Gold – Absence Configuration and Payroll Integration for Multi-Authority Shared Services

**Client:** Local Government Shared Services (LGSS) – West Northamptonshire, North Northamptonshire, Cambridgeshire County, and Milton Keynes City Councils

**Scope:**

The LGSS ERP Gold platform was designed to unify Payroll, HR, Payments, and Income across multiple partner authorities and their affiliated schools and academies. My role focused on designing and implementing a comprehensive Absence Management solution that aligned with diverse statutory policies including Local Government, Teachers, NHS, and Fire Service schemes.

**Key Challenges**

**1. Multi-Position Entitlement Handling (PS09 Limitations):**

The initial implementation used the PS09 absence-to-payroll transfer process, which lacked support for employees with multiple positions. This led to incorrect entitlement deductions and manual reconciliation efforts.

**2. Policy Complexity Across Schemes:**

Each authority had distinct rules for Sickness, Family Leave, and Unpaid Leave. Teachers' term-time policies and Fire Service injury entitlements required bespoke configuration.

**3. Historical Data Integrity:**

Migrated absence history could not reliably calculate entitlements or pay, especially for long-serving employees with overlapping schemes.

**4. Manual Workarounds and AG16 Dependency:**

To bridge PS09's limitations, we developed custom AG16 processes and supporting reports. While functional, these added operational overhead and risk.

**Strategic Solutions**

**1. Transition to PS11 Process:**

Upon release of the PS11 process by UNIT4, I was re-engaged to lead its implementation. PS11 allowed absence entitlements to be processed by scheme and position, eliminating the need for manual AG16 workarounds.

**2. Configuration Overhaul:**

- o Created new **Absence Scheme Attribute Values** to reflect each statutory and organizational policy.
- o Set up new **Absence Codes and Groups**, linking them to appropriate P&Ds and schemes.
- o Applied **System Parameters** to enable automated entitlement logic.

- o Corrected **Absence Transfer History** headers and details to ensure accurate entitlement recalculation.

**3. Work Schedule Alignment:**

- o Developed general work schedules for NCC and MKC schools, incorporating term-time holidays.
- o Connected these schedules to the relevant absence schemes to ensure correct entitlement deductions during school holidays.

**4. Payroll Adjustment Enhancements:**

- o Introduced new P&Ds to handle retroactive pay corrections and override scenarios.
- o Automated override logic to reduce manual intervention and ensure compliance with policy.

**Innovation in Action**

**Resolving Historical Transactions:**

To address corrupted or incomplete historical absence data, we deleted all previously transferred transactions and reprocessed the full history. Due to volume constraints and timeouts, I accessed the absence history externally and used a bespoke AG16 process to load data directly into the relevant tables—ensuring accuracy and system stability.

**Term-Time Sick Pay for Teachers:**

We tackled the challenge of correctly applying sick pay during term breaks by:

- Defining term-time holidays within UNIT4.
- Generating general work schedules for each Qualifying day Work schedule with their respective term-time holiday type.
- Linking these general schedules to the appropriate absence schemes to ensure correct entitlement and pay adjustments.

**Outcomes**

- **Policy Compliance:** All absence schemes were aligned with statutory and organizational policies across councils and schools.
- **Automation & Efficiency:** Manual processes were eliminated, reducing payroll errors and administrative burden.
- **Scalability:** The solution supported over 20,000 employees across multiple authorities and educational institutions.
- **Relevance to SCC:** The challenges faced and resolved—particularly around multi-position entitlements, override recalculations, and term-time logic—mirror those outlined in SCC’s Statement of Work. The LGSS implementation demonstrates my ability to deliver scalable, policy-aligned, and technically robust solutions under similar conditions.

**PART 2 – CLARIFICATIONS – NOT USED**

**PART 3 – SOCIAL VALUE – NOT USED**

1.1. The definitions and rules of interpretation in this clause apply in this Contract:

“Social Value Requirements”	means the commitment to improving the economic, social and environmental well-being of the local area and to supporting employment and skills made by the Service Provider in the Service Provider’s Tender;
“Social Value Schedule”	means the Council’s Social Value Framework available at [INSERT LINK];

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- 1.2. During the Contract Period the Service Provider shall deliver the Social Value Requirements in line with the Council's commitments to improving the social, economic and environmental wellbeing of the local area, as detailed in the ITT/RFQ.
- 1.3. Prior to the Commencement Date, the Council shall determine in consultation with the Service Provider a Key Performance Indicator applicable to the Social Value Requirements during the Contract Period ("the **Social Value KPI**"). For the avoidance of doubt, all references in this Contract to KPI's shall include the Social Value KPI.
- 1.4. [Prior to the Commencement Date, the Service Provider shall provide to the Council the name and contact details of the Service Provider's nominated representative for all matters relating to the Social Value Requirements (the "Social Value Rep").
- 1.5. The Council shall be entitled at its absolute discretion to share any monitoring information relating to the Social Value KPI and details of the Service Provider's compliance with this Schedule H (Social Value) and delivery of the Social Value Requirements with any other Contracting Authority including without limitation by sharing such information to any local, regional and / or national database for the purposes of monitoring social value delivery.
- 1.6. The parties may, by written agreement, vary the measures adopted by the Service Provider to deliver the Social Value Requirements provided that such replacement measures are of equivalent or greater value calculated by reference to the Social Value Schedule.
- 1.7. For the avoidance of doubt, any and all costs relating to compliance with and implementation of the Social Value Requirements by the Service Provider during the Contract Period must not be included in the calculation of the Contract Price.
- 1.8. [In the event of an Extension, prior to the expiry of the Initial Period [or relevant Extension (as applicable)], the Council shall determine in consultation with the Service Provider a revised performance indicator applicable to the Social Value Requirements during the relevant Extension ("the **Updated Social Value KPI**"). For the avoidance of doubt, all references in this Contract to KPIs shall, from the commencement of the relevant Extension, include the Updated Social Value KPI.
- 1.9. [If the Service Provider has committed to uploading their Social Value Requirements included in the Social Value Schedule to Crowdfund East Sussex, they must do so within three (3) months of the Commencement Date.
- 1.10. Where some or all of the Social Value Requirements relate to employment and skills, the parties shall agree the implementation of the employment and skills element(s) of the Social Value Requirements at the meetings held pursuant to clause **7.1**.



## SCHEDULE D - DATA PROCESSING ACTIVITIES – NOT USED

<b>Categories of Data</b>	Please tick all relevant boxes and add more detail if required:	
	<b>Personal Data</b>	
	Name	<input type="checkbox"/>
	identification number	<input type="checkbox"/>
	location data	<input type="checkbox"/>
	online identifier (email/IP address)	<input type="checkbox"/>
	Other (please insert details):	
	<b>Special Categories of Personal Data</b>	
	race	<input type="checkbox"/>
	ethnic origin	<input type="checkbox"/>
	political opinions	<input type="checkbox"/>
	religion	<input type="checkbox"/>
	trade union membership	<input type="checkbox"/>
	genetics	<input type="checkbox"/>
	biometrics (where used for ID purposes)	<input type="checkbox"/>
	health	<input type="checkbox"/>
	sex life	<input type="checkbox"/>
	sexual orientation	<input type="checkbox"/>
	<b>Criminal Offence Data</b>	
	allegations	<input type="checkbox"/>
	proceedings	<input type="checkbox"/>
	convictions	<input type="checkbox"/>
<b>Categories of Data Subjects</b>	Please tick all relevant boxes:	
	Council service users/customers	<input type="checkbox"/>
	Council service user/customer next of kin	<input type="checkbox"/>
	Council employees	<input type="checkbox"/>
	Council employees next of kin	<input type="checkbox"/>
	Other (please insert details):	
<b>Processing Operations</b>	Please tick all relevant boxes:	
	Using data provided by the Council(s)	<input type="checkbox"/>
	Collecting new data from Data Subjects	<input type="checkbox"/>

	Transforming data by adding new data collected from service users/customers to data provided by the Council	<input type="checkbox"/>
	Sharing data with anyone other than the Council	<input type="checkbox"/>
	Erasure or destruction of personal data	<input type="checkbox"/>
	Other (please insert details):	
<b>Location of Processing Operations</b>	Please tick one box only:	
	UK	<input type="checkbox"/>
	EEA <sup>1</sup> (European Economic Area)	<input type="checkbox"/>
	Outside EEA (European Economic Area)	<input type="checkbox"/>
	If outside the EEA please provide details:	
<b>Identity of sub-contractors</b>	<p><i>Insert details of all permitted sub-contractors, including full legal name, registered address and location where processing of Personal Data will occur and a description of the processing operations undertaken by each sub-contractor. Please note that you are not permitted to engage any sub-contractors to process this data without prior written Council approval.</i></p>	
<b>Purposes</b>	For the purpose of performing the Contract.	

<sup>1</sup> Details of countries in the EEA are available at the following website: [www.gov.uk/eu-eea](http://www.gov.uk/eu-eea)

	<p><i>If you're using the data for a reason other than the purpose of delivering the contract, please amend this section accordingly and provide details here.</i></p>	
<p><b>Duration</b></p>	<p>Until the expiry or termination date of the Contract.</p> <p><i>If the length of time for which data processing activities will be carried out will go beyond the expiry date of the Contract, please amend this section accordingly and detail how long these activities will go on for.</i></p>	

**SCHEDULE E – SAFEGUARDING AND REGULATED ACTIVITIES [NB THIS SCHEDULE IS OPTIONAL AND MAY BE MARKED - NOT USED]**

1.1 The definitions and rules of interpretation in this paragraph apply in this Contract:

“Regulated Activity”	has the meaning contained in the Safeguarding Vulnerable Groups Act 2006, as amended;
“Relevant Conviction”	means a Conviction that is relevant to the nature of the Services to be provided;
“Vulnerable Adult”	means any adult to whom an activity which is a Regulated Activity relating to vulnerable adults by virtue of any paragraph of paragraph 7(1) of Schedule 4 of the Safeguarding Vulnerable groups Act 2006 is provided;

**PERSONNEL**

1.2 The Service Provider shall not employ, engage or use the service of any person who:

- 1.2.1 is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out any Regulated Activity or who may otherwise present a risk to children or Vulnerable Adults or any other person, in the provision of any part of the Services involving a Regulated Activity or access to or unsupervised contact with children or Vulnerable Adults without the Council’s prior and express written consent; or
- 1.2.2 discloses that he or she has a Relevant Conviction, or who is found by the Service Provider to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service (or any successor body) procedures or otherwise), in the provision of any part of the Services involving access to or processing of financial data, or access to or processing of sensitive personal data without the Council’s prior and express written consent.

1.3 The Service Provider shall (and shall procure that the relevant Sub-Contractor shall):

- 1.3.1 ensure that all Staff who, in providing the Services, will be engaged in the provision of Regulated Activity are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (or any successor body) including a check against the adults’ barred list or the children’s barred list, as appropriate; and
- 1.3.2 monitor the level, frequency and validity of the checks required under this clause 29.9 for each member of Staff

1.4 The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services:

1.4.1 has a Relevant Conviction; or

1.4.2 is barred from carrying out Regulated Activity.

1.5 The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 29 have been met.

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

## **SAFEGUARDING**

1.7 The Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of a Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

1.8 The Service Provider must have systems and procedures in place to safeguard adults, children and young people from abuse, exploitation and neglect.

1.9 The Service Provider shall have internal procedures in place, and ensure its Staff are appropriately trained to respond effectively, efficiently and professionally to [child [and] adult] safeguarding concerns relating to all persons to whom they provide the Services.

1.10 The Service Provider shall co-operate with representatives of the Council in any investigation carried out in relation to the Council's statutory duties including in respect of safeguarding vulnerable adults and children.

1.11 The Service Provider shall adhere to, hold copies of, and ensure that it and its Representatives are familiar with and follow, the current Pan Sussex Multi Agency Policy and Procedures for Safeguarding Adults at Risk produced by the Safeguarding Adults Boards of Brighton & Hove City Council, East Sussex County Council and West Sussex County Council updated June 2018 [and] the Sussex Child Protection and Safeguarding Procedures<sup>2</sup>] OR [the Surrey Safeguarding Adults Multi Agency Procedures, Information and Guidance produced by the Safeguarding Adults Boards of Surrey County Council updated in June 2018 and the Surrey Safeguarding Children Board Procedures Manual (and any future amended versions of this policy). A copy of these documents, or details on where these documents can be accessed, shall be held by managers in all local offices and the Service Provider must ensure that all Staff are appropriately trained on, and are aware of and follow

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<sup>2</sup> BHCC, ESCC, WSCC

the policy and procedures, including their responsibility to report concerns to the Council's Adults and/or Children's' Services department.

1.12 The Service Provider shall adopt Safeguarding Policies and Procedures and such policies and procedures shall comply with the local Multi Agency Policies and Procedures referred to in clause 1.11, as amended from time to time. Both parties shall work together to ensure that such Safeguarding Policies and Procedures are kept under regular review and updated during the Contract Period to the satisfaction of the Council. The Service Provider shall provide evidence to the Council that it is addressing any safeguarding concerns by no later than five (5) Working Days following a written request of the Council.

1.13 Without prejudice to Section 10 (Termination) of this Contract, the Council shall have the right to terminate provision of the Services in accordance with clause 30 (Termination) in the event of an investigation as to the protection, safety or welfare of any person using the Services by the Council and / or any other Regulatory Body in respect of the Services.

# SCC - Absence Review - Final Contract

Final Audit Report

2026-01-05

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