Additional Clauses:

A1 Safeguarding

A.1.1 The Service Provider shall develop and maintain awareness and understanding of safeguarding issues with vulnerable adults, children and young people.

A.1.2 The Service Provider shall ensure that all allegations, suspicions and incidents of abuse, harm or risk of harm to children and/or vulnerable adults or where there is concern about the behaviour of an individual are reported immediately to the Council’s Representative and the Adult Social Care Team in respect of a vulnerable adult or the Children’s Social Care Team in respect of a child. The Service Provider’s safeguarding policies and procedures should include active encouragement to staff in whistle blowing if aware of suspected abuse.

A.1.3 The Service Provider shall ensure that children and/or vulnerable adults are safeguarded from any form or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self harm or inhumane or degrading treatment through deliberate intent, negligent acts or omissions.

A.1.4 The Service provider shall comply with all statutory obligations and Council and Government policies (including but not limited to the Council’s Safeguarding Policy, Safeguarding Guidance for Providers and the South West Safeguarding Procedures) in respect of safeguarding as applicable and amended from time to time.

A.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 23 have been met.

A.1.6 The Service Provider must comply with any instruction given by the Council in respect of this clause 23

A.1,7 The Parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

A.1.8 The Service Provider shall:

**A.1.8.1** ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service; and

**A.1.8.2** monitor the level and validity of the checks under this clause 23 for each member of staff;

**A.1.8.3** not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

A.1.9 The Service Provider warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services is barred from activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

A.1.10 The Service Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.

A.1.11 The Service Provider shall ensure that all personnel engaged in the delivery of the Services regularly receive appropriate safeguarding training in relation to children and/or vulnerable adults in accordance with the Specification or as agreed by the Parties

A.1.12 The Service Provider shall appoint an individual of sufficient seniority for the safeguarding of children and/or vulnerable adults. This individual shall be responsible for the implementation and monitoring of the Service Provider’s safeguarding policies and procedures in accordance with the terms of this Agreement.

A.1.13. The Service Provider shall ensure that it operates a recruitment and selection procedure which aligns with the Council’s safer recruitment and disciplinary standards and which meets the requirements of legislation, equal opportunities and anti-discriminatory practice and ensures the protection of children and vulnerable adults

A2 Whistleblowing

A.2.1 The Service Provider shall:

**A.2.1.1** have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the Service Provider as regards any part of the provision of the Services;

**A.2.1.2** not take any action against any employee pursuant to its contractual rights in respect of that employee where such employee has in accordance with the process provided pursuant to clause 24.1.1 and in good faith reported alleged malpractice on the part of the Service Provider

**A3.** Prompt Payment of Throughout the Supply Chain

A.3.1 Where the Contractor submits an invoice to the Authority in accordance with the payment process outlined in the contract the Authority will consider and verify that invoice in a timely fashion.

A.3.2 The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

A.3.3 Where the Authority fails to comply with paragraph 3.1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 3.2 after a reasonable time has passed.

A.3.4 Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:

**A.3.4.1** Provisions having the same effect as clauses 3.1-3.3 of this Agreement; and

**A.3.4.2** A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 3.1-3.4 of this Agreement.

**A.3.4.3** In clause 3.4, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

**A4.** Termination in Respect to Breaches of the Public Contract Regulations 2015

A.4.1 The Employer shall be entitled by notice to the Contractor to terminate the Contract where:

**A.4.1.1** the contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9);

**A.4.1.2** the contractor has, at the time of contract award, been in one of the situations referred to in regulation 57(1), including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure; or

**A.4.1.3** the contract should not have been awarded to the contractor in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of TFEU.

A.4.2 If the Contractor's employment is terminated under clause 4.1.2:

**A.4.2.1** The Contractor shall ensure that the property is left in a safe manner but shall otherwise leave the property with immediate effect.

**A.4.2.2** No further sums shall become due to the contractor under this contract

A.4.3 If the Contractor's employment is terminated under clause 4.1.1 or 4.1.3:

**A.4.3.1** The Contractor shall ensure that the property is left in a safe manner but shall otherwise leave the property with immediate effect.

**A.4.3.2** The Contractor shall as soon as is reasonably practicable prepare an account including:

**A.4.3.2.1** The total value of the works executed at the time of termination

**A.4.3.2.2** The costs of materials or goods properly ordered for the completion of the works and which the contractor is legally bound to pay or has paid.

**A.4.3.2.3** The costs of demobilisation from the site if not included for elsewhere

**A.4.3.3** On receipt of the account in 4.3.2, the Employer shall verify the account and associated invoices and pay the amounts properly due to the Contractor without deduction of any retention. Payments by the Employer to the Contractor in the respect of materials or goods shall transfer the ownership of those materials or goods to the Employer

**A5** Notification to the Employer in Respect to Sub-Contractor Appointments

A.5.1 In so far as is known prior to commencing this contract, the Contractor will notify the Employer of the name, contact details and legal representatives of its sub-contractors.

A.5.2 The Contractor shall notify the Employer of:

**A.5.2.1** Any changes in relation to the information to be provided in relation to its sub-contractors during this contract

**A.5.2.2** The name, contact details and legal representatives of any new subcontractors that the Contractor employs in delivering this contract

A.5.3 The Employer may, at its discretion, require the Employer to verify, in accordance with regulations 59, 60 and 61 of the Public Contracts Regulations 2015, whether there are grounds for exclusion of its subcontractor(s) in relation to the requirements of regulation 57 of those same regulations.

A.5.4 Where the Employer requires that the Contractor acts in accordance with A.5.3 the contractor shall

**A.5.4.1** In respect to the compulsory grounds for exclusion, replace any and all subcontractors that are unable to sufficiently “self-clean” as described in Regulation 57(13) to (17)

**A.5.4.2** In respect to the non-compulsory grounds for exclusion, consult with the Employer as to whether or not the subcontractor(s) should be replaced.