**Additional Clauses**

The following additional clauses will be inserted into the JCT Minor Works Contract and the Contractor will be expect to work in accordance with these clauses in so far as they apply to their work.

A1 Safeguarding

* 1. The Service Provider shall develop and maintain awareness and understanding of safeguarding issues with vulnerable adults, children and young people.
  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.
  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.
  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.
  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.
  6. The Service Provider must comply with any instruction given by the Council in respect of this clause 23
  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.
  8. The Service Provider shall:
     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
     2. monitor the level and validity of the checks under this clause 23 for each member of staff;
     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.
  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.
  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.
  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
  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.
  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

* 1. The Service Provider shall:
     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;
     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**

**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.

**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.

**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.

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

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

**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.

**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.