Schedule 9.3 - Equality

1 Definitions

1.1 In this Schedule the following definitions shall apply:

Equalities Legislation	the Racial and Religious Hatred Act 2006, the Civil Partnership Act 2004, the Sex Discrimination (Gender Reassignment) Regulations 1999; the Gender Recognition Act 2004; the Employment Equality (Sex Discrimination) Regulations 2005; the Employment Equality (Age) Regulations 2006, the Equality Act 2006; and the Equality Act 2010;
Prohibited Employment Grounds	the grounds of: (a) colour, race, nationality, or ethnic or national origins contrary to the Equality Act 2010; (b) sex or marital status contrary to the Equality Act 2010; (c) disability contrary to the Equality Act 2010; (d) religion or belief contrary to the Equality Act 2010; (e) sexual orientation contrary to the Equality Act 2010; and/or (f) age contrary to the Equality Act 2010; and
Prohibited Grounds	the grounds of: (a) colour, race, nationality, or ethnic or national origins contrary to the Equality Act 2010; (b) sex or marital status contrary to the Equality Act 2010; (c) disability contrary to the Equality Act 2010; (d) religion or belief contrary to the Equality Act 2010; (e) sexual orientation contrary to the Equality Act 2010; and/or (f) age contrary to the Equality Act 2010.

2 Anti-Discrimination and the Promotion of Equality

2.1 The Supplier (including its agents and employees) shall not, and shall procure that any Sub-contractor shall not:

2.1.1 discriminate directly or indirectly, or by way of victimisation or harassment, against any person on Prohibited Employment Grounds; and/or

2.1.2 discriminate directly or indirectly or by way of victimisation or harassment against any person on Prohibited Grounds; and/or

2.1.3 contravene Sections 39, 108 – 109 and 111 – 112 of the Equality Act 2010 and Section 24A of the Equality Act 2006 (or any of them),

where appropriate.

2.2 The Supplier (including its agents and employees) shall, and shall procure that any Sub-contractor shall, for purposes of ensuring compliance with Paragraphs 2.1.1 to 2.1.3, in relation to staff engaged in the provision of the Services observe as far as possible the provisions of:

2.2.1 the Commission for Racial Equality's Code of Practice in Employment;

2.2.2 the Disability Rights Commission's Statutory Code of Practice on Employment and Occupation and the Code of Practice on the Disability Equality Duty; and

2.2.3 any other relevant code of practice introduced by a commission or other body set up by Parliament to promote, monitor and enforce Equalities Legislation,

including, but not limited to, those provisions recommending the adoption, implementation and monitoring of an equal opportunities policy.

2.3 The Supplier shall, and shall procure that any Sub-contractor shall, in performing its/their obligations under this Agreement, comply (to the extent permitted by law) with the provisions of Sections 149 and 150 of the Equality Act 2010 as if they were a body within the meaning of Schedule 19 to the Equality Act 2010.

2.4 Where in connection with this Agreement the Supplier (including its agents and employees) or any Sub-contractor are required to carry out work on the Authority Estate or alongside the Authority's employees on any other premises, they shall comply with the Authority's own employment policy and codes of practice relating to discrimination and equal opportunities set out in Schedule 2.6 (Authority Policies).

2.5 The Supplier shall, and shall procure that any Sub-contractor shall, notify the Authority Representative forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Supplier or any Sub-contractor under the Equalities Legislation.

2.6 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Supplier's performance of its obligations under this Agreement being in contravention of the Equalities Legislation, the Supplier shall, and shall procure that any Sub-contractor shall, free of charge:

2.6.1 provide any information requested in the timescale allotted;

2.6.2 attend any meetings as required and permit any of its staff to attend;

2.6.3 promptly allow access to and investigation of any documents or data deemed by the Authority to be relevant;

2.6.4 allow itself and any of its staff to appear as witness in any ensuing proceedings; and

2.6.5 co-operate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.