



# Ministry of Justice

**Date:**

**Contract between:**

(1) The Secretary of State for Justice acting as part of the Crown whose address is 102 Petty France, London, SW1H 9AJ (the “**Authority**”);

**And**

(2) REDACTED, a company limited by guarantee, whose registered office is at: REDACTED, whose registration number is REDATED (the “**Supplier**”);

## Terms and Conditions of Contract

### 1. Definitions and Interpretation

“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public-Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  (a) Government Department;  (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  (c) Non-Ministerial Department; or  (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Contract;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contract”	means these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are included plus the revisions issued by a Central Government Body to update in line with published requirements, to clarify or improve the effectiveness of the obligations and such changes as that body considers reasonable appropriate.
“Data Loss Event”	means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data;
“Data Protection”	means the GDPR, DPA 2018 and all applicable Laws relating to the

Official Sensitive

Legislation”	processing of Personal Data;
“Data Protection Officer”	means as it is defined in the GDPR;
“Data Subject”	means as it is defined in the GDPR;
“Data Subject Access Request”	means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	means the Data Protection Act 2018;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679).
“Information”	means as it is defined in section 84 of the FOIA;
“Party”	means the Supplier or the Authority (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means as it is defined in the GDPR;
“Processor”	means as it is defined in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted;
“Purchase Order Number”	means the Authority’s unique number relating to the supply of the Services;
“Request for Information”	means as it is defined in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Specification”	means the specification for the accommodation (including as to quantity, description and quality);
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Term”	means the period from the commencement date to the end date;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

In these terms and conditions, unless the context otherwise requires:

- (a) references to numbered clauses are references to the relevant clause in these terms and

conditions;

- (b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- (d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (e) the word 'including' shall be understood as meaning 'including without limitation'.

## **2. Basis of Contract**

2.1 The Contract is effective and binding only when accepted and indicated as such by the Authority. The contracting process will set out further particulars.

## **3. Supply of Accommodation**

3.1 In consideration of the Authority's obligation to pay the Charges, the Supplier shall supply the accommodation to the Authority for the Term subject to and in accordance with the terms and conditions of the Contract.

3.2 In supplying the accommodation, the Supplier shall:

- 3.2.1 co-operate with the Authority in all matters relating to the provision of accommodation and comply with all the Authority's instructions;
- 3.2.2 ensure that the accommodation shall conform with all descriptions and specifications set out in the Specification; and
- 3.2.3 comply with all applicable laws.

## **4. Term**

4.1 The Contract starts on REDACTED (the "**Commencement Date**") and ends on REDACTED (the "**End Date**") unless it is terminated early.

## **5. Charges, Payment and Recovery of Sums Due**

5.1 The Supplier shall invoice the Authority as specified in the Contract. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

5.2 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Authority may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.

5.3 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Authority shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

5.4 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the accommodation. Any disputed amounts shall be resolved through the dispute resolution procedure.

5.5 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

5.6 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier.

**6. Premises and equipment**

- 6.1 If necessary, the Supplier shall provide the Authority with reasonable access at reasonable times to its premises.
- 6.2 The Authority may, during normal business hours and on reasonable notice, inspect and examine the premises and on notice, outside normal business hours (such notice may be very short given the subject matter of the Contract and the need for safety of persons and the public.)
- 6.3 The Supplier shall, at its own cost, comply with all security requirements specified by the Authority in writing.
- 6.4 Any equipment provided by the Authority for the purposes of the Contract shall remain the property of the Authority and shall be used by the Supplier and the Staff only for the purpose of carrying out the Contract. Such equipment shall be returned promptly to the Authority on expiry or termination of the Contract.

**7. Assignment and sub-contracting**

- 7.1 The Supplier shall not without the written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. The Authority may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 7.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 7.3 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.
- 7.4 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

**8. Intellectual Property Rights**

- 8.1 All intellectual property rights in any materials provided by the Authority to the Supplier for the purposes of this Contract shall remain the property of the Authority but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.
- 8.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third-party rights).
- 8.3 The Supplier hereby grants the Authority:
  - 8.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Contract and any intellectual property rights arising as a result of the provision of the Services; and
  - 8.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
    - 8.3.2.1 any intellectual property rights vested in or licensed to the Supplier on the date of the Contract; and

- 8.3.2.2 any intellectual property rights created during the Term but which are neither created or developed pursuant to the Contract nor arise as a result of the provision of the Services,
- 8.4 including any modifications to or derivative versions of any such intellectual property rights, which the Authority reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided.
- 8.5 The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **9. Records**

- 9.1 The Supplier shall keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall on request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with the Contract.

## **10. Confidentiality, Transparency and Publicity**

- 10.1 Subject to clause 10.2, each Party shall:
- 10.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
  - 10.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.
- 10.2 Notwithstanding clause 10.1, a Party may disclose Confidential Information which it receives from the other Party:
- 10.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
  - 10.2.2 to its auditors or for the purposes of regulatory requirements;
  - 10.2.3 on a confidential basis, to its professional advisers;
  - 10.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
  - 10.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 10.2.4 shall observe the Supplier's confidentiality obligations under the Contract; and
  - 10.2.6 where the receiving Party is the Authority:
    - (i) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
    - (ii) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Authority transfers or proposes to transfer all or any part of its business;
    - (iii) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
    - (iv) in accordance with clause 11.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality Contract or arrangement containing terms no less stringent than those placed on the Authority under this clause 11.

- 10.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for the Authority to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 10.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of the Authority.

## **11. Freedom of Information**

- 11.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 11.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 11.1.2 transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 11.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority 's request for such Information; and
  - 11.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 11.2 The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 11.3 Notwithstanding any other provision in the Contract, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## **12. Protection of Personal Data and Security of Data**

- 12.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing which the Authority has authorised the Supplier to do is described in the Specification.
- 12.2 The Supplier shall:
- 12.2.1 notify the Authority immediately if it considers any Authority instructions infringe the Data Protection Legislation;
  - 12.2.2 process Personal Data only in accordance with the Contract unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

- 12.2.3 ensure that it has in place Protective Measures which have been approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the nature of the data to be protected, harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures
- 12.2.4 ensure that Staff do not process Personal Data except in accordance with the Contract;
- 12.2.5 take all reasonable measures to ensure the reliability and integrity of Staff who have access to Personal Data and have undergone adequate training in the use, care, protection and handling of Personal Data;
- 12.2.6 at the direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain it;
- 12.2.7 subject to clause 13.3, notify the Authority immediately if it:
  - (a) receives a Data Subject Access Request;
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;
  - (e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.

12.3 The Supplier's obligation to notify under clause 12.2.7 includes the provision of further information to the Authority in phases as details become available.

12.4 Taking into account the nature of the processing, the Supplier shall provide the Authority's with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 12.2.7.

12.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow the Authority to audit its Data Processing activity on reasonable notice.

12.6 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

### **13. Liability**

13.1 The Authority shall not be responsible for any injury, loss, damage, cost or expense suffered by the Supplier if and to the extent that it is caused by the negligence or wilful misconduct of the Supplier or by breach by the Supplier of its obligations under the Contract.

13.2 Subject always to clauses 13.3 and 13.4;

13.2.1 in no event shall the Authority be liable to the Supplier for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or

(f) any indirect, special or consequential loss or damage.

13.2.2 in no event shall the Authority be liable to the Supplier for any injury, loss, damage, cost, fine, or expense suffered by the Supplier caused by Service Users or other third parties.

13.3 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:

13.3.1 death or personal injury caused by its negligence or that of its Staff;

13.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

13.3.3 any other matter which, by law, may not be excluded or limited.

13.4 The Supplier's liability under the indemnity in clause 8.5 (IPR) and 17.3 (fraud) shall be unlimited.

#### **14. Force Majeure**

14.1 Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

#### **15. Termination**

15.1 The Authority may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date.

15.2 Upon termination or expiry of the Contract, the Supplier shall give all reasonable assistance to the Authority; and return all requested documents, information and data to the Authority as soon as reasonably practicable.

#### **16. Compliance**

16.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Supplier shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Suppliers premises and which may affect the Supplier in the performance of its obligations under the Contract.

16.2 The Supplier shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Suppliers premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

16.3 The Supplier shall perform its obligations under the Contract in accordance with all applicable equality Law and the Authority's equality and diversity policy;

16.4 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

16.4.1 the Official Secrets Acts 1911 to 1989; and

16.4.2 section 182 of the Finance Act 1989.

#### **17. Prevention of Fraud and Corruption**

17.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

17.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

17.3 If the Supplier or the Staff engages in conduct prohibited by clause 17.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

17.3.1 terminate the Contract and recover from the Supplier the amount of any loss

suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the accommodation and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

17.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

## **18. Dispute Resolution**

18.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

18.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 18.1, the dispute may be referred to a neutral adviser chosen by the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

18.3 If the Parties fail to appoint a neutral advisor within one month, either Party may exercise any remedy it has under applicable law.

## **19. General**

19.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.

19.2 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written Contract of the Parties.

19.3 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.

19.4 The Contract contains the whole Contract between the Parties and supersedes and replaces any prior written or oral Contracts, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

19.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

19.6 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

19.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

19.8 If any provision of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

## **20. Notices**

20.1 Any notice to be given under the Contract shall be in writing and may be served by

personal delivery, first class recorded or e-mail to the address of the relevant Party set out in the Contract, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

**21. Governing Law and Jurisdiction**

21.1 The validity, construction and performance of the Contract, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

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The parties have contracted with the minimum delay so as to meet the exigencies of the current circumstances. In line with such documents as the Supplier Code of Conduct and the PPN's from the CCS dealing with how parties will engage in a collaborative constructive manner the parties agree that his short form document may be added to or otherwise varied to fill in appropriate points, to update or to address new facts or requirements. Bearing in mind the fast evolving COVID19 situation the parties agree to collaborate and do such acts and sign such documents as reasonably required and as the Authority requires in order to provide those public functions for which it has responsibility.

**IN WITNESS** of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

REDACTED

**SCHEDULE 1**

**SPECIFICATION**

**A – Service User**

Service Output Group	Service
A1	<p>The Supplier shall provide the Accommodation to Service Users and for the purposes of this Schedule 1 (Specification), Service Users means:</p> <ul style="list-style-type: none"> <li>i. adult offenders of all genders and nationalities who are aged eighteen or above who are referred by a Referrer to the Supplier as a potential recipient of the Accommodation and fall within at least one (1) of the following groups: <ul style="list-style-type: none"> <li>a. individuals who are: <ol style="list-style-type: none"> <li>1. Due to be released as Homeless from a custodial sentence in prison, or as an early release through the End of Custody Temporary Release (ECTR) or Home Detention Curfew (HDC);</li> <li>2. Due to complete a stay in an Approved Premises;</li> <li>3. Due to complete a HDC period at a Bail Accommodation and Support Service (BASS) residence.</li> </ol> </li> </ul> </li> </ul>
A2	<p>If the Supplier has concerns about the Service User's behaviour or the Service User fails to arrive or use the Accommodation; the Supplier shall alert the Authority as soon as possible, and in any event within twenty-four (24) hours.</p>

**B – Referral**

Service Output Group	Service
B1	<p>The Supplier shall provide the Authority with a list of available accommodation at agreed intervals (daily or weekly), including but not limited to; description of the property, if the property is shared or self-contained, if there are other residents in the property, accessibility.</p> <p>A referral of a potential Service User shall be made to the Supplier by a member of the National Probation Service (NPS) Homelessness Prevention team.</p> <p>The Supplier shall use all reasonable endeavours to provide accommodation for a Service User that the Authority refers to the Supplier.</p>

**C –Accommodation**

Service Output Group	Service
C1	As a minimum, the Accommodation provided shall comply with Decent Home Standards published by the Department for Communities and Local Government.
C2	Accommodation must be furnished.
C3	<p>At the induction meeting held between the Supplier and Service User, the Supplier shall provide the Service User with the facilities and information required to use the Accommodation, including as a minimum:</p> <ul style="list-style-type: none"> <li>i. a full tour of the Accommodation;</li> <li>ii. keys to access the Accommodation;</li> <li>iii. a copy of the Accommodation rules and conditions of residence.</li> </ul>
C4	Notification of a proposed termination of an accommodation place shall be referred to the Authority by the Supplier at the point at which the decision to terminate is made.
C5	<p>One week prior to the expiry of the Service User's Accommodation Agreement, the Supplier shall provide a reminder notice to the Service User, stating the date of expiry of the Accommodation Agreement (a "<b>Departure Reminder</b>"). The Service User shall be entitled to use the Accommodation during the period of the Departure Reminder.</p> <p>The Supplier shall inform the Authority when issuing a Departure Reminder.</p>
C6	In appropriate cases, the Supplier shall use all reasonable endeavours to convert nightly let accommodation into longer term Assured Shorthold Tenancies (AST) for Service Users. Where the accommodation is unsuitable for an AST, the supplier shall engage with the Authority and/or Service User to seek an alternative property where a sustainable AST is appropriate.

## D - Communication and Marketing

D1	<p><b>Media enquiries and communication:</b></p> <p>The Supplier shall refer any media enquiries and press releases to the Authority for Approval.</p> <p>The contact for the handling of media enquiries are:</p> <ul style="list-style-type: none"> <li>i. Ministry of Justice Press Office: REDACTED</li> <li>ii. Supplier: REDACTED</li> </ul>
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**SCHEDULE 2**

**PRICING AND PAYMENT MECHANISM**

**1. CONTRACT PRICE**

Maximum Price Per Accommodation Place (Per Night)	Maximum number of Contracted Nights	Maximum Contract Price
REDACTED	REDACTED	REDACTED

**2. PAYMENT**

- 2.1 Payment of the Contract Price shall be made on a Monthly basis;
- 2.2 The amount payable to the Supplier in each Month during the Contract Period shall be:
  - 2.2.1 only payable from the first night a Service User occupies the accommodation;
  - 2.2.2 calculated on a nightly basis;
  - 2.2.3 at the point of booking (in advance of the Service Users arrival) for accommodation places booked by the authority;
  - 2.2.4 in blocks of 7 nights; and
  - 2.2.5 not exceed 56 Nights for any individual Service User.

**3. INVOICING**

- 3.1 The Supplier shall register on Basware eMarketplace set out in Annex 1;
- 3.2 The Supplier shall submit an electronic invoice via the Basware supplier portal (as per Annex 1);
- 3.3 The Supplier shall submit an invoice in accordance with this schedule **“Valid Invoice”**;
- 3.4 The Authority shall not pay an invoice which is not a Valid Invoice.

**Annex 1: Welcome to Basware eMarketplace**