

Contract for the Provision of Appropriate Adult Service

**From 15/06/2020 until 14/06/2023
With the option to extend for 12 months**

FILE 1386

Contents

1	Instructions to Tenderer
2	Specification Schedule
3	Pricing Schedule
4	Tender Evaluation Criteria
5	Tender Requirements
6	The Agreement
7	Terms and Conditions of Contract
8	Contract Award Schedule
9	Performance Criteria Schedule
10	Monitoring Schedule
11	Commercially Sensitive Information Schedule
12	Vetting Schedule
13	Data Protection Schedule

Appendices

14	Certificate as to Collusive Tendering
15	Certificate as to Canvassing
16	Certificate of Undertaking
17	Confidentiality Agreement
18	Security Requirements
19	The Contractor's Response

Part 1. Instructions to Tenderer

Your organisation has been identified as a potential provider of **Appropriate Adult Service** for the Police and Crime Commissioner for Gwent, South Wales and Dyfed Powys. You are invited to review the requirements contained within this document and to respond accordingly if you wish to submit a Tender to provide the Services stated herein.

Please use the messaging tool via the eTenderWales website to inform us whether or not you intend to submit a tender, and if not, please provide a brief reason. Please provide this confirmation at least a week before the tenders are due to be returned.

The Commissioners will receive Tenders as detailed on the attached Schedules and in accordance with the enclosed Terms and Conditions of Contract and subject to Section 3e - Standing Orders Relating to Contracts of the Police and Crime Commissioner for Gwent Manual of Corporate Governance, a copy of which is available at:

<http://pcclivewww.blob.core.windows.net/wordpress-uploads/Manual-of-Corporate-Governance-2015.pdf>

The Commissioners have adopted the Welsh Government's Code of Practice on Ethical Procurement in Supply Chains. This is designed to ensure that high-quality public services are delivered throughout Wales by a workforce that is treated legally, fairly and safely, and is well-rewarded. Tenders shall comply with the Modern Slavery Statement as provided at <http://www.gwent.pcc.police.uk/en/transparency/publications/modern-slavery-statement/>

Tenders which do not comply with the Contract Documents (as defined in the Agreement), Terms and Conditions of Contract and the following Instructions may not be considered.

Reference to Tender Documents shall mean all documents provided as part of the tender process and any information provided specifically for this Tender within the eTenderWales website, including but not limited to requests for information within the qualification, technical and commercial envelopes.

The submission of a Tender for the supply of Services set out in the attached Schedules, Appendices and Parts shall be made only in accordance with the Tender Documents. The Commissioners shall not be bound by any variation, addition to or waiver of any condition contained in the Tender Documents except when specifically agreed in writing and signed by both parties.

The Commissioners welcomes tender responses in English or Welsh. Tenders submitted in Welsh will be treated no less favourably than those in English.

Any enquiries relating to any part of this Tender should be made via the messaging tool within the eTenderWales website. All questions will be logged and collated, and responses will be provided to all applicants via the messaging tool. The identity of applicants raising any questions will remain confidential. **All clarification questions should be received via the eTenderWales website messaging facility by no later than the time and date stated on the eTenderWales system.**

Please ensure you provide **all** the required information as set out in each Questionnaire. Please note that the system will not allow you to submit a tender unless **all** mandatory questions are completed.

Notwithstanding the above, please only provide the information that is required. Supplementary information that is not requested will not be taken into account when scoring/awarding the Contract. If the question requires an attachment then the question will be set out to facilitate this.

The information you provide will be relied upon as being complete, true and accurate. It will form the Contract for the successful Tenderer. If any of the information given by your organisation is subsequently identified as being inaccurate this may exclude your organisation from further consideration.

This Tender must be fully completed even if you have previously submitted information. It is not sufficient to cross refer to previous responses as each question should be answered in its own right. Incomplete tenders may be rejected.

Please complete this Tender and submit it in its entirety, together with all attachments, via the eTenderWales portal by the date and time stated on the tender settings. Tenders that are posted, faxed or emailed will not be accepted.

Tenderers should note that this is a web based system and due consideration should be given to potential connection problems and the length of time it may take to upload any attachments through the portal. **Documentation not submitted by the specified due date and time may be excluded from evaluation.** It is therefore advised that you do not leave your response until the last minutes/hours before the deadline.

If you have any queries regarding the eTenderWales system, please refer to the online help in the first instance. If you still have an issue, then please email or phone the BravoSolution helpdesk with a tender reference, a clear description of the problem and your contact details (it is advisable that you ensure that you leave plenty of time for issues to be resolved prior to any deadlines).

The 'Tender Requirements' and Certificates contained within the Tender Documents must be agreed by a person duly authorised to sign and bind the Tenderer.

The Commissioners shall be under no obligation to check that persons purporting to have authority to sign and bind any Tenderer have such authority. The Commissioners shall be entitled to assume that all 'Tender Requirements' are properly signed and that any information given in the Tender Documents to be completed by the Tenderer is properly given and is correct.

Tenderers should note that they may be asked to clarify or provide additional information in respect of their tender. Should the information submitted by any Tenderer prove to be false or in any other way substantially incorrect, the Commissioners reserve the right to remove such Tenderer from this tender process.

Where the Tenderer proposes to provide "equivalent" standards or requirements to those stipulated in the Contract, the Tenderer shall provide evidence of such equivalency with its tender. In the event that such documentation is not provided or is not evidenced as an equivalent, the tender shall be excluded from the tender process.

The Commissioners shall not be bound to accept the lowest or indeed any Tender for the Services. The Commissioners give no assurance or guarantee as to the level of services (if any) to be contracted for pursuant to this Tender. The Commissioners shall not be responsible for, or pay for, expenses or losses which may be incurred by the Tenderer in the preparation of its Tender.

The Commissioners retain the discretion to disclose information in response to a request under the Freedom of Information Act 2000 (the "FOIA"), without the consent of the tenderer. Any identification of confidential information is subject to the agreement of the Commissioners, who will judge whether the information is worthy of protection. Tenderers should avoid any information being identified as "in confidence", "trade secret" or similarly restricted where such information is not confidential in nature.

Security Requirement

The successful tenderer will be required to complete and return the 'Supplier Questionnaire' detailed in Part 19 Security Requirements.

Should the Tenderers response to the 'Supplier Questionnaire', be deemed unsatisfactory the Commissioners' Security Team then the Commissioner reserves the right not to award the Contract if any issues cannot be resolved. The Commissioners reserve the right to then invite the second-highest scoring Tender to complete the 'Supplier Questionnaire'. The Commissioners reserve the right to continue this process as appropriate and within its discretion.

Vetting

The highestscoring Tenderer shall be required to undergo vetting of all its Staff, involved in the Contract in accordance with clause B5.7 of the Terms and Conditions of Contract. An example vetting form is available within the "Attachments" area of the eTenderWales website (this form is subject to change by the Commissioners). This form will be issued following evaluation for completion by the individuals that will be providing the Services. These individuals must pass the Staff Vetting Procedure prior to Contract Award.

Should the Staff not pass the Staff Vetting Procedure, the Commissioners reserve the right to award the Contract to the Tenderer that achieved the second-highest scoring, subject to that Tenderer's appointed staff passing the Staff Vetting Procedure. The Commissioners reserve the right to continue this process as appropriate and within its discretion.

TUPE

The current service provider has released data relating to the staff currently engaged in the provision of the Service (the "Specified Information"). The Commissioners are not in a position to warrant the accuracy of the information provided by the current contractor. The Specified Information will be issued to tenderers following signature of the Confidentiality Agreement which is contained in Part 18 of the Agreement. Tenderers shall send a signed (but not dated) copy of the Confidentiality Agreement via the messaging tool within the eTenderWales website. Following signature by the Commissioners or their representative, the Specified Information will be promptly released to the Tenderer.

PROCUREMENT PROCESS TIMETABLE

Whilst every effort has been made to present an accurate and achievable timetable, events may cause deviation from it. The Tenderer acknowledges and accepts that the timetable is not binding and may be changed by the Commissioners if circumstances so dictate. If such circumstances arise, Tenderers will be notified as soon as practicable of any changes.

Timescales*		
2	Date ITT available to Tenders	16/01/2020
3	Latest date / time ITT clarification	07/02/2020
4	Latest date / time ITT clarification answers should be sent to all Tenderers	12/02/2020
5	Closing date and time for Tenderers to submit their response ('the deadline').	04/03/2020 2pm
6	Evaluations	05/03/2020 – 13/03/2020
7	OPCC Approval	17/03/2020 – 23/03/2020

8	Notification of proposed Contract award to Tenderers	24/03/2020
9	Standstill Period	25/03/2020 – 03/04/2020
10	Annex 10 – Supplier questionnaire Vetting	06/04/2020 – 04/05/2020
11	Contract Award Date	05/05/2020
12	TUPE Consultation and hand over.	06/05/2020 – 07/06/2020
13	Anticipated Commencement of Contract	08/06/2020
14	Bid Validity Period	120 Days

Part 2. SPECIFICATION SCHEDULE

1. INTRODUCTION

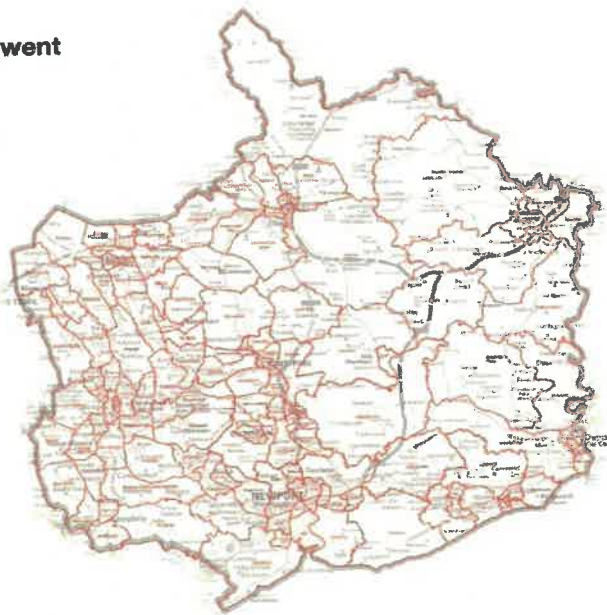
- 1.1 The following outlines the requirements of the Commissioners for the provision of an Appropriate Adult services for vulnerable adults detained in Police Custody or questioned as a suspect in an investigation.
- 1.2 There may also be occasions where the Forces have a need for victim/witness interviews of vulnerable adults with mental health issues who have no other support.
- 1.3 Historical demand for the Service is detailed in Paragraph 12, although it is acknowledged and agreed that such details are for guidance purposes only and that no guarantee is given regarding the quantity of Service(s) required.
- 1.4 The Police and Crime Commissioner for Gwent (GWP) is a territorial police force in Wales, responsible for policing the local authority areas of Blaenau Gwent, Caerphilly, Monmouthshire, Newport and Torfaen.

Ardal Plismona Heddlu Gwent
Wardiau Gwleidyddol

D.R. Mae ffeiliau ym y wardiau yn trwydded yn unig

Gwent Police Force Area
Political Wards

N.B. Ward boundary position is approximate only



- 1.5 The Police and Crime Commissioner for South Wales (SWP) is responsible for policing an area of some 812 square miles which span the local Police and Crime Commissioner areas of Merthyr and Rhondda Cynon Taff (Northern BCU), Cardiff (Eastern BCU), the Vale

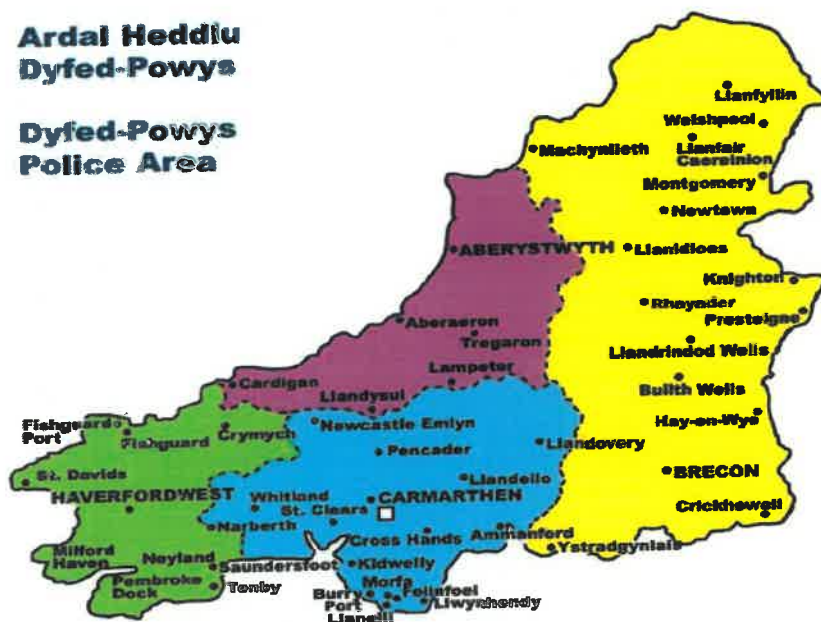
of Glamorgan and Bridgend (Central BCU) and Neath & Port Talbot and Swansea (Western BCU).



- 1.6 Dyfed-Powys Police (DPP) safeguard people living, working and visiting the Counties of Carmarthenshire, Ceredigion, Pembrokeshire and Powys. It has a population of over 488,000, that is significantly boosted with tourists each year, and covers a land mass of over half of Wales. Geographically it is the largest police force in England and Wales, it has over 350 miles of coastline, many remote rural communities along with a number of relatively small centres of population that include Aberystwyth, Cardigan, Haverfordwest, Carmarthen and Brecon. The area stretches from St David's in the West across to Crickhowell in the East, up to Welshpool and Machynlleth in the North.

Ardal Heddlu Dyfed-Powys

Dyfed-Powys Police Area



2. THE SERVICE

- 2.1 The Contractor shall provide an Appropriate Adult services to vulnerable adults in three Police Force areas. The Contractor shall also be required to attend to, or advise on (as appropriate), any other case

of a similar nature as requested by either Police force. The list of Services below is not intended to be exhaustive but shall include:

- 2.1.1 To support, advise and assist vulnerable adults when they are a witness or victim of an incident subject of enquiry and/or an investigation;
- 2.1.2 To observe whether the police and relevant stakeholders are acting properly, fairly and with respect for the welfare, rights and entitlements of the vulnerable adult, and to raise any areas of concern;
- 2.1.3 To assist with the effective communication between the vulnerable adult, the police and relevant stakeholders;
- 2.1.4 To ensure that the vulnerable adult understands their rights, their entitlements and recognises the role the Appropriate Adult has in assisting them making informed decisions;
- 2.1.5 To ensure the police and relevant stakeholders are aware of the implications of a person's vulnerability when they are making decisions
- 2.1.6 To comply with the most recent requirements of the National Appropriate Adult Network (a) National Standards including all relevant training of staff, see attached "Annex A – NAAN National Standards 2018".

3. THE PROVISION OF THE SERVICE

- 3.1 The Contractor shall provide the Service at the Premises detailed in 3.12, or such other location(s) as the Forces request. These site/s would fall outside of the KPI stipulated, however any response time would be agreed with the Officer in the Case.
- 3.2 The Contractor shall provide the Service 24 hours a day, 7 days a week, 365/6 days a year.
- 3.3 The Contractor shall have contingency plans to cover unforeseen rises in demand beyond expected levels and to cover staff shortages caused by absence from the workplace due to short and long term sickness absence.
- 3.4 The Contractor shall provide a single, not for profit telephone number through which initial contact shall be made by the Forces.
- 3.5 All calls to the Contractor shall be answered within 30 seconds.

- 3.6 In the event of telephone system failure the Contractor shall have a contingency plan to ensure business continuity.
- 3.7 Upon answering a call the Contractor shall log the request for the Service giving each call a unique reference number, The Contractor shall log as a minimum:
- a) date and time of the Call,
 - b) the identity and contact details of the requesting individual (the "Caller")
 - c) the location of the service requirement.
- 3.8 The Contractor shall appoint an Appropriate Adult in accordance with requirements of the NAAN Standards.
- 3.9 The Caller shall be contacted by the Contractor as soon as practicable, and in any event no later than 20 minutes from the Call to agree the appropriate course of action.
- 3.10 The Contractor shall provide the Service within the time period set out in the table below, being either 60 minutes or 90 minutes of the Call, depending on the Premises (the "**Response Time**"). The Caller may, at its discretion, permit variations to the Response Time. The Response Time commences from the time of the Call.
- 3.11 The Call and the subsequent time of arrival by the Contractor at the Premises for the performance of the Service shall be recorded by the Custody Officer or the Officer on the case (the "**Response Time Period**"). It is the responsibility of the Contractor to raise any issues with the Response Time Period at this point and if no such issue is raised, the Response Time Period shall be deemed to be accepted by the Contractor.

GWENT POLICE						
PREMISES	ADDRESS	POST CODE	PURPOSE	Voluntary Attendees Requirement?	Required Response Time (mins)- Attendance at site	
Newport Central *	1-3 Cardiff Road, Newport, South Wales	NP20 2EH	Custody Unit	NO	60	
Ystrad Mynach *	Caerphilly Road, Ystrad Mynach, South Wales	CF82 7EP	Custody Unit	NO	60	
BEDWAS POLICE STATION	Church Street, Caerphilly	CF838EB	Police Station	YES	90	
BARGOED POLICE STATION	Hanbury Road, Bargoed	CF818XF	Police Station	YES	90	
BLACKWOOD POLICE STATION	Blackwood Road, Blackwood	NP122XA	Police Station	YES	90	
EBBW VALE POLICE STATION	28 Bethcar Street, Ebbw Vale	NP236UY	Police Station	YES	90	
MONMOUTH POLICE STATION	19 Glendower Street, Monmouth	NP253DG	Police Station	YES	90	
CWMBRAN POLICE STATION	Tudor Road, Cwmbran	NP443XH	Police Station	YES	90	
CHEPSTOW POLICE STATION	14 Moor Street, Chepstow	NP165XW	Police Station	YES	90	

NEWPORT POLICE STATION	1 – 3 Cardiff Road, Newport	NP202EH	Police Station	YES	90
	YSTRAD MYNACH POLICE STATION	CF827EP	Police Station	YES	90
South Wales Police					
Swansea *	Grove Place, Swansea	SA1 5EA	Custody Centre	NO	60
Bridgend *	Queens Road North, Bridgend	CF31 3UT	Custody Centre	NO	60
Merthyr *	Rhydycar Business Park, Merthyr Tydfil	CF48 1UZ	Custody Centre	NO	60
Cardiff *	James Street, Cardiff	CF10 5EW	Custody Centre	NO	60
Neath	Gnoll Park Road, Neath	SA11 3BW	Police Station	YES	60
Gorseinon	35 Pontardulais Road, Gorseinon	SA4 4FF	Police Station	YES	60
Maesteg	103 Commercial Street, Maesteg	CF34 9HJ	Police Station	YES	60
Barry	Gladstone Road, Barry	CF63 1TD	Police Station	YES	60
Fairwater	62 Norbury Road, Fairwater	CF5 3AT	Police Station	YES	60
Rumney	713 Newport Road, Cardiff	CF3 4FD	Police Station	YES	60

	Pontypridd	Bew Road, Pontypridd	CF37 2TR	Police Station	YES	60
	Porth	59-60 Wyndham Street, Porth	CF39 9HT	Police Station	YES	60
	Talbot Green	1-3 Heol-y-Gyfraith, Talbot Green	CF72 8AJ	Police Station	YES	60
	Aberdare	Cross Street, Aberdare	CF44 7EG	Police Station	YES	60
	Professional Standards Department	Ty Richard Thomas, Brackla Industrial Estate, Bridgend.	CF31 2DA	Offices	YES	60
Dyfed Powys Police	Aberystwyth *	Boulevard De St Berieuc, Aberystwyth, Ceredigion	SY23 1PH	Main Custody Suite	NO	60
	Llanelli *	Waulnanyrafon, Llanelli, Carmarthenshire	SA15 3AA	Reserve Custody Suite	NO	60
	Newtown *	Park Lane, Newtown, Powys	SY16 1EN	Main Custody Suite	NO	60
	Haverfordwest *	Merlins Hill, Haverfordwest, Pembrokeshire	SA15 3AA	Main Custody Suite	NO	60
	Brecon *	Plas Ffynnon, Cambrian Way, Brecon, Powys	LD3 7HP	Main Custody Suite	NO	60

Ammanford *	Foundry Road, Ammanford, Carmarthenshire	SA18 2LS	Main Custody Suite	NO	60
Cardigan *	Parc Teifi, Cardigan, Ceredigion	SA43 1EW	Reserve Custody Suite	NO	60
Carmarthen Div HQ	Llangunor Road	SA31 2PD	Police HQ	YES	90
Pembroke Dock Police Station	Water Street Pembroke Dock	SA72 6DW	Police Station	YES	90
Lampeter Police Station	High Street Lampeter	SA48 7BH	Police Station	YES	90
Ystradgynlais Police Station	Station Road, Ystradgynlais Powys	SA9 1NZ	Police Station	YES	90
Welshpool Police Station	Severn Road Welshpool	SY21 7AR	Police Station	YES	90
Milford Haven Police Station	137 Charles St Milford Haven	SA73 2HP	Police Station	YES	90
Tenby Police Station	Warren Street, Tenby	SA70 7JS	Police Station	YES	90
New Pathways	Elm Tree House, Francis Well, Carmarthen	SA31 2AF	SARC	YES	90

* Custody Cases will only occur in this site

4. STAFF

4.1 All the Contractor's Staff shall be vetted in accordance with clause B5 of the Terms and Conditions of Contract.

4.2 Appropriate Adults shall be experienced in accordance with the NAAN Standards and shall also meet the following criteria:

- Competence in the English Language;
- The ability to communicate orally and in writing;
- Be 18 years of age or over.

4.3 The Contractor shall ensure that the Service is provided in accordance with current Laws, and appropriate guidance and research at its expense. Such legislation shall include, but shall not be limited to:

- Police and Criminal Evidence (PACE) Act 1984
- The Terrorism Act 2000 (as amended)
- The Mental Health Act 1983 as amended (2007)
- Data Protection Act 2018 (DPA)
- Home Office Guidance

4.4 The Contractor shall retain all contact details of its Staff, whether currently employed or not, utilised for the provision of the Service for a period of 7 years commencing on the termination of the Agreement howsoever arising.

4.5 The Contractor shall be aware of the desirability, where possible, of achieving a reasonable gender balance of Appropriate Adults and shall provide a female Appropriate Adult when requested.

4.6 The Contractor shall ensure that there is a supervisory structure to manage any dissatisfaction with the Service. This structure shall be agreed by the Authorised Officer prior to Commencement Date. Such structure shall ensure supervision of the Service on a 24 hour, 7 days a week basis.

4.7 Appropriate adults will, on occasion, be exposed to details of traumatic events and may need welfare of counselling assistance as a result. The Contractor should be committed to promoting the health and wellbeing of its personnel and provide, or have access to, a counselling service specialising in trauma support.

5 ALL ATTENDANCES

5.1 On arrival at the Premises the Appropriate Adult shall report immediately to the Custody Officer on duty or the officer in the case when assisting with voluntary interviews.

- 5.2 On arrival to any exceptional venue not listed as Premises, instructions on whom the Appropriate Adult is required to report to shall be given to the Contractor when the Force logs the Call.

6. RECORD KEEPING/MANAGEMENT INFORMATION

- 6.1 The Contractor shall create an attendance form that shall be completed by the Contractor and retained in relation to the each attendance.

- 6.2 The attendance form shall capture as a minimum the information below

- Time that Call was logged with Contractor
- Premises (or other location)
- Date of attendance
- Time of attendance at Premises (or other location)
- Time left custody suite
- Name of Appropriate Adult attending
- Reference number (e.g. custody reference number, STORM and Niche etc)
- Nature of vulnerability (fixed headings e.g. Learning Disabilities, Mental Health, Self-Harm)
- Length of attendance

- 6.2 The Contractor will make copies of the attendance form available to the Commissioners upon request.

7. ATTENDANCE AT PROCEEDINGS / HEARINGS

- 7.1 The Contractor shall ensure that its Staff shall comply with the requirement to attend any Court proceedings or Hearings if necessary.

- 7.2 The Contractor shall be advised in writing of any such requirement and shall be notified of the required attendee, attendance dates and times.

8. COMPLETION AND STORAGE OF RECORDS

- 8.1 The Contractor shall ensure that all reports prepared in accordance with paragraphs 6 and 9 of this Specification are completed and retained and in accordance with the requirements of the Criminal Procedures and Investigation Act 1996 and the requirements of the Contract.

- 8.2 Where there is a conflict between these two provisions, the reports shall be retained for the greater period specified.

- 8.2 The Contractor shall provide the documentation necessary for its Staff to comply with the duties detailed in paragraph 8.1 above.

- 8.3 All Records shall be available for inspection by the Authorised Officer and/or such other party as the Authorised Officer deems necessary.

9. PERFORMANCE AND CONTRACT MONITORING

- 9.1 The Contractor shall have a supervisory structure in a form agreed by the Authorised Officer.
- 9.2 The Contractor shall keep records of such supervision and assessment which shall be available to the Commissioners for inspection when requested.
- 9.3 The Contractor shall ensure that the Authorised Officer is informed immediately in writing should any of the following occur:
- i) An Appropriate Adult becomes the subject of any disciplinary, health or performance proceedings whether or not arising out of their provision of the Service;
 - ii) An Appropriate Adult is arrested, charged, summonsed or reported for any criminal offence, other than a Road Traffic offence for which the Appropriate Adult is served a Fixed Penalty Notice, or to their knowledge becomes the subject of a criminal investigation;
 - iii) An Appropriate Adult accepts an appointment within the Commissioners and/or Forces area which could conflict with their duties under the Agreement.

10. COMPLAINTS PROCEDURE

- 10.1 The Contractor shall have in place a comprehensive written complaints procedure, which will deals with operational and contractual complaints. This complaints procedure shall be approved by the Authorised Officer.
- 10.2 The Authorised Officer will be the first point of contact for any complaint received by the Contractor. The Authorised Officer shall manage the Forces escalation procedure.
- 10.3 The Authorised Officer will forward any complaints it receives in relation to the delivery of the Service to the Contractor.
- 10.4 The Contractor's complaints procedure shall include:
- a) A clear reporting procedure including categorisation of complaints;

- b) Providing for a written response to all complaints;
- c) A log of all complaints, their investigation and outcome;
- d) Resolution timescale targets and processes;
- e) Escalation points with the names/position of those responsible at every level of the process;
- f) Every complaint is identified to the Custody/Bronze Officer who will determine the category i.e. critical or not.
- g) Providing for a report collating to be submitted to the Custody/Bronze Officer on a Monthly basis, of all complaints reported including a summary of their investigation and outcome;
- h) Providing for an exception report to be submitted to the Custody/Bronze Officer on a Monthly basis, of those complaints that have not been resolved within the agreed timescales; and
- i) Providing for a report to be submitted to the Custody/Bronze on a Monthly basis of those complaints that relate to delivery of Service. This report will detail the clinician's name, the nature of the complaint, and any action taken by the Contractor.

10.5 The Contractor shall provide quarterly information on all complaints reported, including analysis of trends and a summary of remedial actions undertaken. Such records shall be forwarded to the Authorised Officer prior to the quarterly review meeting in the form of a management report for discussion at the contract review meetings detailed in paragraph 51.

11. WELSH LANGUAGE SERVICE

11.1 The Contractor shall provide the Services in Welsh as required.

12. PREVIOUS USAGE

Note: the following data is historic 2018-19 for example only, future usage figures cannot be guaranteed.

12.1 Gwent Police:

Gwent Police					
	Newport	Ystrad Mynach	Total Hours (monthly)	Average Attendance Time (hours)	Average Monthly Attendance
April	114	0	114	2.9	57
May	107	10	117	2.8	58.5
June	128	0	128	3.5	64
July	195	0	195	4.4	97.5
August	150	64	214	4.6	107
September	186	0	186	3.1	93
October	167	1	168	4.4	84
November	150	5	155	3.7	77.5
December	143	1	144	3.8	72

January	63	43	106	2.7	53
February	66	47	113	3	56.5
March	70	46	116	3	58
Average %	87.6%	12.4%			
Total Annual (hours)			1756		

12.2 South Wales Police:

South Wales Police							
	Bridgend	Cardiff	Merthyr	Swansea	Total Hours (monthly)	Average Attendance Time (hours)	Average Monthly Attendance (hours)
April	115	87	111	71	384	3.5	96.0
May	48	175	116	37	376	3.5	94.0
June	38	151	83	49	321	2.5	80.3
July	68	139	107	45	359	3.1	89.8
August	48	85	92	55	280	3.5	70.0
September	67	44	34	69	214	2.9	53.5
October	54	119	71	34	278	2.6	69.5
November	71	243	96	95	505	3.1	126.3
December	29	92	108	65	294	2.6	73.5
January	56	89	105	78	328	3	82.0
February	36	92	61	83	272	2.6	68.0
March	62	105	86	52	305	2.8	76.3
Average %	17.7%	36.3%	27.3%	18.7%			
Total Annual (hours)					3916		

12.3 Dyfed Powys Police:

Dyfed Powys Police										
	Aberystwyth	Ammanford	Brecon	Cardigan	Haverfordwest	Llanelli	Newtown	Total Hours (monthly)	Average Attendance Time (hours)	Average Monthly Attendance
April	49	34	48	0	27	4	99	261	3.3	37.29
May	36	82	50	6	46	7	33	260	2.5	37.14
June	47	61	16	0	41	0	24	189	2.6	27.00
July	78	81	37	0	44	9	27	276	3.4	39.43
August	94	79	14	2	32	1	14	236	3.1	33.71
September	35	43	25	5	66	9	18	201	2.5	28.71
October	36	92	30	0	18	15	7	198	3.2	28.29
November	33	40	20	4	33	6	14	150	2.6	21.43
December	28	59	27	0	17	5	18	154	2.3	22.00
January	40	58	48	0	46	6	16	214	2.5	30.57
February	30	77	44	0	15	12	18	196	3.1	28.00
March	45	35	43	1	37	25	8	194	2.8	27.71
Average %	21.8%	29.3%	15.9%	0.7%	16.7%	3.9%	11.7%			
Total Annual (hours)							2529			

Part 3. PRICING SCHEDULE

Prices shall be fixed for the 3 years of the Contract.

A price review can take place in accordance with clause C4 of the Terms and Conditions of Contract if the Contract is extended in accordance with clause F8 of the Terms and Conditions of Contract.

Gwent Police									
File Number:	1386								
Contract Title:	Provision of an Appropriate Adult Service								
	GWP			SWP			DPP		
	YEAR 1 (£)	YEAR 2 (£)	YEAR 3 (£)	YEAR 1 (£)	YEAR 2 (£)	YEAR 3 (£)	YEAR 1 (£)	YEAR 2 (£)	YEAR 3 (£)
Half Hourly Rate Weekdays (Monday 07:00 – Friday 19:00 inclusive) <i>Note – for invoice purposes they will need to be rounded up to the nearest half hour</i>									
Half Hourly Rate Weekends (Friday 19:01 – Monday 06:59 inclusive) <i>Note – for invoice purposes they will need to be rounded up to the nearest half hour</i>									
Total									

REJECTED

Notes:

1. Prices shall be fixed for the 3 years of the Contract
2. A price review can take place in accordance with clause C4 of the Terms and Conditions of Contract if the Contract is extended in accordance with clause F8 of the Terms and Conditions of Contract.
3. Prices are fully inclusive of all travelling and subsistence expenses. Charges should only be incurred for actual time of Service provision at the Premises

Prices are fully inclusive of all travelling and subsistence expenses. Charges should only be incurred for actual time of Service provision at the Premises.

Payment will be made via BACS

Part 4. Tender Evaluation Criteria

Tenders will be evaluated on the criteria listed below. The Tenderer must answer all of the questions in the envelopes that are attached within the eTenderWales system. Tenderers are requested not to attach general marketing information unless it is specifically relevant to a question. Tenderers should also refrain from referring to information provided answer to other questions as each question must be answered in its own right.

Tenderers should give due consideration to the weightings shown when preparing their responses.

Scored questions in the technical envelope will be evaluated using the scoring methodology below:

Evidence	Score
Strong Response Response is exceptional, far exceeding expectations in terms of relevance to the question and the requirements of the Specification. <ul style="list-style-type: none"> • Response is well presented and structured; and • Response is directly and wholly relevant to the question; and • Response provides full assurances to the evaluation panel through the excellent evidence provided and the complete description of techniques currently employed; and • Response is judged to far exceed the minimum requirement for the question, with no significant weaknesses noted. 	10
Good Response Response exceeds expectations in terms of relevance to the question and the requirements of the Specification. <ul style="list-style-type: none"> • Response is well presented and structured; and • Response is well aligned to the question; and • Response provides assurances to the evaluation panel through good evidence and the description of techniques currently employed; and • Response is judged to exceed the minimum requirements for the question. 	8
Competent Response Response offered is sufficient in terms of relevance to the question and the requirements of the Specification. <ul style="list-style-type: none"> • A sufficient response is presented which follows a basic structure; and/or • Response is sufficiently aligned to the question, but there may be areas of minor concern; and/or • Evidence has been provided but it lacks depth; and/or • Response is judged to meet the minimum requirements for the question, but remains basic and could have been expanded upon. 	6

Unsatisfactory Response Response offered is insufficient in terms of relevance to the question and/or when compared to the Specification. <ul style="list-style-type: none"> Some evidence is presented but assertions and statements are insufficiently supported; and/or Response offered is only partly relevant to the area being tested; and/or Response offered is/may be relevant to the question but is judged to be insufficient when compared to the requirements of the Specification in terms of sophistication/complexity. 	4
Poor Response Response offered is way short of expectations in terms of relevance to the question and/or the requirements of the Specification. <ul style="list-style-type: none"> Little/no evidence is presented to support assertions or general statements; or Response does not correspond to the question; or Response is/may be relevant to the question but is judged to be far below the required level for in terms of sophistication or complexity. 	2
No Evidence provided Tenderer has not responded, or has responded but has not answered the question or demonstrated an understanding of the requirements.	0

Evaluation Criteria:-

		Weighting	Percentage
1	Qualification Envelope:		
	Pass/Fail Questions	N/A	
	Technical Envelope		
	Q1. Training	50%	7%
	Q2. Response Times		13%
	Q3. Demand		13%
2	Q4. High profile / serious crime incidents		5%
	Q5. Escalation Procedure		10%
	Q6. Innovation		2%
3	Commercial Envelope		
	The Tenderer who submits the lowest total price shall receive the maximum percentage score available (e.g. 50% = 50 marks). All other Tenderers shall receive a percentage score calculated using their total price against the lowest price. See below for example.	50%	50%

Commercial Evaluation Example:

Price	Tenderer Score			Lowest
	Supplier A	Supplier B	Supplier C	
Total Price (£)	100	150	200	100
Score (as % of lowest price)	100.0	66.7	50.0	
Weighted Score	50.0	33.3	25.0	

Technical Evaluation Example:

Where an evaluation criterion is worth 20% then the 0-10 score achieved will be multiplied by 20%.

Question	Technical Envelope	Question Weighting	Score	Total Score
1	50	20	6	12
2		15	8	12
3		10	6	6
4		5	4	2
Total		50		40

Example if a Bidder scores 6 from the available 10 points this will equate to 12% by using the following calculation:

$$\text{Score} = (\{\text{bidder's score}\} / 10) \times \{\text{Question weighting}\} = (6/10) \times 20\% = 12$$

The same logic will be applied to groups of questions which equate to a single evaluation criterion.

A consensus score and comment will be agreed by the evaluation panel for each question per supplier.

CLARIFICATION MEETING

Following the evaluation of the Quality response, the Commissioner reserves the right to hold clarification meetings with the tenderers.

The clarification meeting will allow the tenderer to present a brief overview of their Quality submission and then answer any clarification questions the evaluation team have on their Technical responses.

Part 5. Tender Requirements

For the provision of Appropriate Adult Service (services)

To: The Police and Crime Commissioners for Gwent, The Police and Crime Commissioners for South Wales and The Police and Crime Commissioners for Dyfed Powys ("the Commissioners")

I/We offer to supply part/the whole of the said Services in complete conformity with the attached Terms and Conditions of Contract, Specification, Parts, Schedules and Schedules and as may be described or implied therein as per the completed Pricing Schedule.

I/We declare that I/we have read and understood the Tender Documents and/or Contract Documents.

I/We undertake to execute the Agreement within 14 days or such other longer period as may be determined by the Commissioners from receipt of the letter of acceptance, and in accordance with the Terms and Conditions of Contract to obtain all Insurances stipulated.

I/We understand that you reserve the right to accept or refuse this Tender whether it be lower, the same or higher than any other Tender, or for any other reason.

I/We agree that this Tender shall remain open for acceptance by you and will not be withdrawn or varied (except as requested by the Commissioners) by us for a period of 120 days from the closing date for submission of Tenders.

I/We agree that any unauthorised alteration or insertion by me/us to any of the Tender Documents and/or Contract Documents shall not affect the Agreement or the Terms and Conditions of Contract, and may cause the Tender to be rejected.

I/We agree that any clauses in our own conditions of sale or contract or any supplementary condition or letter which are at variance with the Commissioners Tender Documents and/or Contract Documents shall be overridden by the Contract Documents unless specifically agreed to in writing.

I/We agree that this Tender will be arithmetically checked. Any arithmetical error will be corrected and a revised Contract Price calculated. I/We will be notified of any errors and amendments and asked either to confirm the revised Contract Price or withdraw their Tender. I/We may be required to produce the build-up of the prices in the Tender.

I/We hereby agree that the following Documents, Appendices, Schedules, Parts and Annexes are attached and form part of this Tender:-

DOCUMENTS

1. Instructions to Tenderer
2. Specification Schedule
3. Pricing Schedule
4. Tender Evaluation Criteria
5. Tender Requirements
6. The Agreement
7. Terms and Conditions of Contract
8. Contract Award Schedule
9. Performance Criteria Schedule
10. Monitoring Schedule
11. Commercially Sensitive Schedule
12. Vetting Schedule
13. Data Protection Schedule

APPENDICES

Certificate as to Collusive Tendering
Certificate as to Canvassing
Certificate of Undertaking
Confidentiality Agreement
Security Requirements
The Contractor's Response

Part 6. The Agreement

THIS AGREEMENT is made the 16 day of June 2020

BETWEEN:

- (1) THE POLICE AND CRIME COMMISSIONER FOR GWENT** of Police Headquarters, Croesyceiliog, Cwmbran, NP44 2XJ of the one part (the "Commissioner"); and
 - (2) THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES** of Ty Morgannwg, South Wales Police Headquarters, Cowbridge Road, Bridgend, CF31 3SU;
 - (3) THE POLICE AND CRIME COMMISSIONER FOR DYFED POWYS OF** Police Headquarters, Llangunnor, Carmarthen, Carmarthenshire. SA31 2PF

of the one part (collectively the "Commissioners")
- (1) HAFAL** (registered charity 1093747; Company number 4504443) of Unit B3 Lakeside Technology Park, Phoenix Way, Swansea Enterprise Park, Swansea SA7 9FE of the other part (the "Contractor").

WHEREAS the Commissioners wish to engage the Contractor to perform the Services and has accepted a tender by the Contractor for the provision of such Services in accordance with the terms of this Agreement, at the prices specified in the Pricing Schedule appended hereto.

IT IS HEREBY AGREED AS FOLLOWS:

- (1) In this Agreement certain words and expressions shall have the same meanings as are respectively assigned to them in clause A1 of the Terms and Conditions of Contract below.

- (2) The following documents which have been bound herewith shall form part of and be read and construed as forming part of this Agreement, and shall have the same force and effect as if set out in the body of this Agreement, and any reference to this Contract or Agreement shall include the following documents (collectively referred to as the "Contract Documents"):

Instructions to Tenderer

Specification Schedule

Pricing Schedule

Tender Evaluation Criteria

Tender Requirements

Terms and Conditions of Contract

Contract Award Schedule

Performance Criteria Schedule

Monitoring Schedule

Commercially Sensitive Information Schedule

Vetting Schedule

Data Protection Schedule

Appendices

Certificate as to Collusive Tendering

Certificate as to Canvassing

Certificate of Undertaking

Confidentiality Agreement

Security Requirements

The Contractor's Response

- (3) In the event of any ambiguity, conflict or difference between the Terms and Conditions of Contract together with the Specification Schedule and the other documents, schedules, parts and appendices, the Terms and Conditions of Contract together with the Specification Schedule shall prevail.

(4) In consideration of the payments to be made by the Commissioner to the Contractor as hereinafter mentioned, the Contractor agrees to supply the Services in conformity in all respects with the provisions of this Agreement.

(5) The Commissioner shall pay to the Contractor in consideration of the supply of the Services the Contract Price or such other sum as may become payable under the provisions of this Agreement, at the times and in the manner prescribed by this Agreement.

IN WITNESS WHEREOF this Agreement has been entered into the day and the year first above written:

SIGNED BY: REDACTED - Chief Fiancial Officer

For and on behalf of
Police and Crime Commissioner for Gwent

In the presence of: N/A due to Covid 19

SIGNED BY: REDACTED - Chief Fiancial Officer

For and on behalf of
Police and Crime Commissioner for South Wales

In the presence of: REDACTED

SIGNED BY:
Chief of Staff

For and on behalf of
Police and Crime Commissioner for Dyfed
Powys

In the presence of: N/A due to Covid 19

1. COMPANY SIGNATURE

SIGNED BY: REDACTED

Company Director/Secretary
For and on behalf of **HAFAL**

In the Presence of: REDACTED

Part 7. TERMS AND CONDITIONS OF CONTRACT

Contents

A. General Provisions

- A1 Definitions and Interpretation
- A2 Contract Period
- A3 Contractor's Status
- A4 Commissioner's Obligations
- A5 Notices
- A6 Mistakes in Information
- A7 Conflicts of Interest
- A8 No Exclusivity
- A9 No Guaranteed Purchases

B. Supply of Services

- B1 The Services
- B2 Provision and Removal of Equipment
- B3 Manner of Carrying Out the Services
- B4 Key Personnel
- B5 Contractor's Staff
- B6 Inspection of Premises
- B7 Licence to Occupy Premises
- B8 Property
- B9 Provision of Information

C. Payment and Contract Price

- C1 Contract Price
- C2 Payment and VAT
- C3 Recovery of Sums Due
- C4 Price Adjustment on Extension of Contract Period
- C5 Form of Invoice

D. Statutory Obligations and Regulations

- D1 Prevention of Corruption
- D2 Prevention of Fraud
- D3 Discrimination
- D4 The Contracts (Rights of Third Parties) Act 1999
- D5 Environmental Requirements
- D6 Health and Safety
- D7 Welsh Language
- D8 Transparency
- D9 Modern Slavery
- D10 Indemnity for Breach of Clause D Statutory Obligations and Regulations

E. Protection of Information

- E1 Data Protection Act
- E2 Official Secrets Acts 1911, 1989, S182 of the Finance Act 1989
- E3 Confidential Information
- E4 Freedom of Information
- E5 Publicity, Media and Official Enquiries
- E6 Security
- E7 Intellectual Property Rights

E8 Audit

F. Control of the Contract

F1 Transfer and Sub-Contracting
F2 Waiver
F3 Variation
F4 Severability
F5 Remedies in the Event of Inadequate Performance
F6 Remedies Cumulative
F7 Monitoring of Contract Performance
F8 Extension of Contract Period
F9 Entire Agreement
F10 Counterparts

G. Liabilities

G1 Liability, Indemnity and Insurance
G2 Warranties and Representations

H. Default, Disruption and Termination

H1 Termination on Insolvency and Change of Control
H2 Termination on Default
H3 Commissioner's Right to Termination
H4 Consequences of Expiry or Termination
H5 Disruption
H6 Recovery upon Termination
H7 Force Majeure
H8 Ineffectiveness

I. Disputes and Law

I1 Governing Law and Jurisdiction
I2 Dispute Resolution

J. Transfer of Undertakings

Schedules

Contract Award Schedule
Specification Schedule
Pricing Schedule
Performance Criteria Schedule
Monitoring Schedule
Commercially Sensitive Information Schedule
Vetting Schedule
Data Protection Schedule
Change Control Schedule

A. GENERAL PROVISIONS

A1 Definitions and Interpretation

A1.1 In this Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

"Approval" means the prior written consent of the Commissioner (and Approved shall be construed accordingly).

"Authorised Officer" means the person or persons duly appointed by the Commissioner as detailed in the Contract Award Schedule, to act as the day to day point(s) of contact in relation to the Contract.

"Change Control Schedule" means the schedule containing the details of permitted changes to the Specification.

"Chief Constable" means that Chief Constable of the respective police force(s) from time to time and shall include its duly authorised personnel, officers, employees, representatives, agents and/or any such other duly authorised party and where the context so permits shall include the Commissioner.

"Commencement Date" means the date detailed in the Contract Award Schedule or such other date as agreed in writing by the Commissioner.

"Commercially Sensitive Information" means the information listed in the Commercially Sensitive Information Schedule comprised of information:

- (a) which is provided by the Contractor to the Commissioner in confidence for the period set out in that Schedule; and/or
- (b) that constitutes a trade secret.

"Commissioner" means either collectively or individually as appropriate, the Police and Crime Commissioner for Gwent, the Police and Crime Commissioner for South Wales and the Police and Crime Commissioner for Dyfed Powys, any successor or replacement commissioner and/or anybody to which all or part of the functions of the Commissioner may be lawfully transferred and shall include its duly authorised personnel, officers, employees, representatives, agents and/or any such other duly authorised party and where the context so permits shall include the Chief Constable.

"Confidential Information" means:

- (a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored and whether or not it is marked as "confidential") including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA; and/or
- (b) any information, including, but not limited to, any survey results, research data, advice, plans, recommendations or other reports or information which is generated by or on behalf of the Contractor for the Commissioner in the course of performing its obligations under the Standard Terms and Conditions of Contract.

"Confidentiality Agreement" means that agreement contained in Part 18 in respect of the Specified Information.

"Contract" means this written agreement between the Commissioner and the Contractor consisting of these Standard Terms and Conditions of Contract and any attached Parts, Schedules, Appendices or other documents attached to it, as Approved by the Commissioner (in each case as amended from time to time in accordance with the Contract).

"Contract Award Schedule" means the schedule containing the details of the Contract award.

"Contracting Authority" means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015.

"Contract Manager" means the person or persons duly appointed by the Contractor as detailed in the Contract Award Schedule, to act as the day to day point(s) of contact for communications in relation to the Contract.

"Contractor" means the person, firm or company with whom the Commissioner enters into the Contract.

"Contractor's Final Staff List" means the list of all the Staff engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Relevant Transfer Date.

"Contractor's Provisional Staff List" means a list prepared and updated by the Contractor of all the Staff engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the staff list.

"Contract Period" means the period detailed in the Contract Award Schedule and shall include, where applicable, any extension pursuant to clause F8, or such earlier period as shall end on the termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.

"Contract Price" means the price (exclusive of any applicable VAT), payable to the Contractor by the Commissioner under the Contract, as set out in the Pricing Schedule, for the full and proper performance by the Contractor of its obligations under the Contract but before taking into account the effect of any adjustment of price in accordance with clause C4.

"Crown" means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies.

"Default" means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under the Contract and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach.

"Data Protection Impact Assessment" means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

"Data Protection Schedule" means the schedule containing the details of the data processing.

"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" means the GDPR, the LED and any applicable national implementing Laws as amended from time to time including the DPA 2018 to the extent that it relates to processing of personal data and privacy and all other applicable Law about the processing of personal data and privacy.

"DPA 2018" means the Data Protection Act 2018.

"Environmental Information Regulations" means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

"Equipment" means the Contractor's equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.

"Fees Regulations" means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004.

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"Forces" means the Gwent Police Force, South Wales Police Force and/or the Dyfed Powys Police Force either collectively or individually and the context shall be construed accordingly.

"Force Majeure" means in relation to either Party, a Force Majeure Event which is beyond the reasonable control of that Party concerned and which materially and adversely affects its ability to perform its obligations under the Contract.

"Force Majeure Event" includes fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding any one or more of the following:

- (a) any industrial action occurring within the Party's or any sub-contractor's organisation; or
- (b) any event to the extent that it could have been prevented or avoided, or its adverse impact could have been mitigated, through the exercise by the Party in question of Good Industry Practice, including the establishment and implementation of appropriate disaster recovery or business contingency arrangements; or
- (c) any lack of funds by the Party in question; or

- (d) the failure by any sub-contractor to perform its obligations under any sub-contract, unless that failure was in turn attributable to a Force Majeure Event, and cannot be excluded from, the preceding parts of this definition (if references in those preceding parts to the Party in question were references to the relevant sub-contractor).

"Fraud" means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Commissioner and/or the Crown.

"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679).

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

"Information" has the meaning given under section 84 of the FOIA.

"Intellectual Property Rights" means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off. All references to "Intellectual Property" shall be construed accordingly.

"Key Personnel" means those persons named in the Contract Award Schedule as being key personnel.

"Law" means any applicable Act of Parliament (as may be amended during the Contract Period), subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply (any of which may be amended during the Contract Period).

"LED" means the Law Enforcement Directive (Directive (EU) 2016/680).

"Modern Slavery Statement" means the Force's anti-slavery and human trafficking policy is available at <http://www.gwent.pcc.police.uk/en/transparency/publications/modern-slavery-statement/> as updated by the Force and notified to the Contractor;

"Monitoring Schedule" means the Schedule containing details of the monitoring arrangements.

"Month" means calendar month.

"NAAN" National Appropriate Adult Network.

"NPCC" means the National Police Chiefs' Council.

"Part" means a part attached to, and forming part, of the Contract.

"Party" means a party to the Contract and "Parties" shall be construed accordingly.

"Performance Criteria Schedule" means the Schedule containing details of the performance criteria.

"PACE" Police and Criminal Evidence Act 1984

"Premises" means the location where the Services are to be supplied, as set out in the Specification or otherwise agreed by the Commissioner.

"Pricing Schedule" means the Schedule containing details of the Contract Price.

"Property" means the property, other than real property, issued or made available to the Contractor by the Commissioner in connection with the Contract.

"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 such measures adopted by it.

"Quality Standards" means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule.

"Receipt" means the physical or electronic arrival of the invoice at the address of the Commissioner detailed at clause A5.3 or at any other address given by the Commissioner to the Contractor for the submission of invoices, provided that if any such invoice arrives on a day that is not a Working Day or after 17:00 on a Working Day, then it shall not be deemed to have been received until 10:00 on the next following Working Day.

"Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Commissioner and "Regulatory Body" shall be construed accordingly.

"Relevant Transfer Date" means the date on which the Services (or any part of the Services), for whatever reason transfer from the Contractor to the Commissioner or any Replacement Contractor.

"Replacement Contractor" means any third party service provider appointed by the Commissioner to supply any services which are substantially similar to any of the Services and which the Commissioner receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

"Request for Information" shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply).

"Relevant Convictions" means a conviction that is relevant to the nature of the Services and/or as listed by the Commissioner and/or relevant to the work of the Commissioner for the purpose of the Contract.

"Schedule" means a schedule attached to, and forming part of, the Contract.

"Services" means the services to be supplied as specified in the Specification.

"Specification" means the description of the Services to be supplied under the Contract as set out in the Specification Schedule.

"Specification Schedule" means the Schedule containing details of the Specification.

"Staff" means all persons employed or otherwise engaged by the Contractor to perform its obligations under the Contract together with the Contractor's staff, workers, servants, agents, consultants, suppliers and sub-contractors, and any other third parties with whom the Contractor contracts in order to provide any of the Services or who are engaged in the performance of the Contractor's obligations under the Contract.

"Staffing Information" means has the meaning as set out in the schedule to the Confidentiality Agreement.

"Staff Vetting Procedure" means the Commissioner's procedures for the vetting of Staff as advised to the Contractor by the Commissioner.

"Sub-processor" means any third Party appointed to process Personal Data on behalf of the Contractor related to the Contract.

"Tender" means the document(s) submitted by the Contractor to the Commissioner in response to the Commissioner's invitation to suppliers for formal offers to supply it with the Services.

"Transferring Employees" means those employees whose contract of employment will be transferred to a Replacement Contractor pursuant to the TUPE regulations on expiry or termination of the Contract.

"TUPE regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

"VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

"Working Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as it may have been, or may from time to time be amended, modified

or re-enacted and shall include any subordinate legislation made under the relevant statute;

- (e) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- (f) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation". The rule known as the 'ejusdem generis' shall not apply and accordingly, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (g) the recitals and headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (h) references to "indemnity" and "indemnifying" any person against any circumstance include indemnifying and keeping that person harmless from all actions, claims and proceedings from time to time made against that person and all loss and damage and all payments, costs and expenses (including legal fees on a solicitor own client basis and taxes) made or incurred by that person as a consequence of or which should have arisen but for that circumstance. For the purpose of this provision, the term "reasonable" means as so deemed by the Commissioner in his sole discretion;
- (i) references to writing shall mean any mode of reproducing words in a legible and non-transitory form;
- (j) the Schedules, Parts and Appendices form part of the Contract and shall have the same force and effect as if expressly set out in the body of the Contract;
- (k) where the Agreement is entered into by or on behalf of a partnership or otherwise by or on behalf of more than one person, any liability arising under it shall be deemed to be the joint and several liability of the partners or of such persons as stated above, and any demand for payment made or notice given by the Commissioner to any one or more of the persons so jointly and severally liable shall be deemed to be a demand made or notice given to all such persons. The Commissioner shall be at liberty to release or discharge any one or more of such persons from liability under the Contract or to compound with, accept compositions from or make other arrangements with any of such persons without in consequence releasing or discharging any other party to this Contract or otherwise prejudicing or affecting the Commissioner's rights and remedies against any such party;
- (l) references to time shall be construed, during the period of summer time, to be British Summer Time and otherwise to be Greenwich Mean Time;
- (m) except as otherwise expressly provided in the Contract, all remedies are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy; and
- (n) any standards stipulated shall be deemed to include the European equivalent for a non-UK contractor.

A2 Contract Period

- A2.1 The Contract shall take effect on the Commencement Date, or such other date as agreed by the Parties and shall continue for the period detailed in the Contract Award Schedule unless and until it is otherwise terminated in accordance with the

provisions of the Contract, or otherwise lawfully terminated, or extended under clause F8.

A3 Contractor's Status

- A3.1 At all times during the Contract Period, the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party, save as expressly permitted by the terms of the Contract.

A4 Commissioner's Obligations

- A4.1 Save as otherwise expressly provided, the obligations of the Commissioner under the Contract are obligations of the Commissioner in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Commissioner in any other capacity, nor shall the exercise by the Commissioner of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Commissioner to the Contractor.

A5 Notices

- A5.1 Except as otherwise expressly provided within the Contract, no notice, consent or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.
- A5.2 Any notice, consent or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in clause A5.3. Provided the relevant communication is addressed correctly and is not returned as undelivered, the notice, consent or communication shall be deemed to have been given:
- (a) if hand delivered, at the time of actual delivery; or
 - (b) 2 Working Days after the day on which the letter was posted; or
 - (c) 4 hours, in the case of electronic mail or facsimile transmission after successful transmission; or
 - (d) sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail;
- provided in each case that if the deemed receipt occurs either on a day that is not a Working Day or after 17:00 on a Working Day, then the notice, consent or other communication in question shall not in fact be deemed to have been received until 10:00 on the next following Working Day (such times being local time at the address of the recipient).
- A5.3 For the purposes of clause A5.2, the address and other contact details of each Party shall be detailed in the Contract Award Schedule or otherwise advised to the other in writing prior to the Commencement Date.
- A5.4 Either Party may change its address for service by serving a notice in accordance with this clause A5.
- A5.5 At the same time as giving any notice, consent or other communication to the Commissioner in accordance with clauses A5.2-A5.4 above, the Contractor shall

provide a copy of the relevant notice, consent or other communication to the Authorised Officer using the email address or fax number set out in the Contract Award Schedule or otherwise notified to the Contractor for these purposes from time to time.

- A5.6 Any notice, information instruction or other communication given or made to the Contract Manager shall be deemed to have been given or made to the Contractor.

A6 Mistakes in Information

- A6.1 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Commissioner by the Contractor in connection with the supply of the Services and shall pay the Commissioner any extra costs occasioned by any discrepancies, errors or omissions therein.
- A6.2 The Contractor shall be deemed to have examined the requirements specified in the Contract and to have examined the Premises. No claim from the Contractor for additional payment shall be allowed on the grounds of misinterpretation of any matter relating to the requirements specified in this Contract in respect of which the Contractor could reasonably have satisfied itself beforehand by reference to GWP, or such other means as may have been appropriate.
- A6.3 It shall be the Contractor's responsibility to ensure its complete understanding of the Commissioner's requirements and to obtain from GWP written clarification of any matters.
- A6.4 The Contractor shall be deemed to have satisfied itself as to the accuracy and sufficiency of the rates and prices stated by it in its Tender as set out in the Pricing Schedule, which shall (except in so far as it is otherwise provided in the Contract) cover all its obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Contract Price.

A7 Conflicts of Interest

- A7.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where, in the reasonable opinion of the Commissioner, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Commissioner under the provisions of the Contract. The Contractor shall disclose to the Commissioner forthwith full particulars of any such conflict of interest, potential or otherwise, which may arise.
- A7.2 The Commissioner reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Commissioner, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Commissioner under the provisions of the Contract. The actions of the Commissioner pursuant to this clause A7 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Commissioner.

A8 No Exclusivity

- A8.1 The Contractor hereby acknowledges and agrees that it is not being appointed as the Commissioner's exclusive provider of all services which are the same or similar to the Services and the Commissioner shall be free at any time to purchase such services from one or more other contractors during the Contract Period.

A9 No Guaranteed Purchases

- A9.1 The Commissioner does not give, and shall not be deemed to have given, any guarantee, warranty or other assurance as to the quantity or value of Services that may be required under the Contract, nor as to the revenue that the Contractor will generate as a result of entering into the Contract.
- A9.2 Any estimate of demand or historical data given to the Contractor is for guidance purposes only and shall not form part of the Contract.

B. SUPPLY OF SERVICES

B1 The Services

- B1.1 The Contractor shall supply the Services during the Contract Period in accordance with the Commissioner's requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price. The Commissioner may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours (or otherwise).
- B1.2 If the Commissioner informs the Contractor in writing that the Commissioner reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Commissioner, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Commissioner.
- B1.3 Timely supply of the Services shall be of the essence of the Contract where the Contractor has been notified of such requirements by the Authorised Officer. Commencement and delivery of the supply of the Services within the time agreed or on a specified date shall be of the essence.
- B1.4 If the performance of the Contract requires any licences, permits and/or permissions, it shall be the responsibility of the Contractor to ensure that such licences, permits and/or permissions are obtained to enable the Services to be performed as required by the Commissioner, and at no additional cost to the Commissioner.
- B1.5 The Services shall be performed at such times and at such Premises as the Commissioner directs. Without prejudice to clause B1.2, in the event that the Contractor fails, due to its default, to fulfil an obligation by the time specified by the Commissioner for such fulfilment, the Contractor shall, at the request of the Commissioner and without prejudice to the Commissioner's other rights and remedies, arrange all such additional resources as are necessary to fulfil the said obligation as early as practicable thereafter at no additional charge to the Commissioner.
- B1.6 Should the Contractor fail to provide the Service or any part thereof in accordance with Good Industry Practice and to the entire satisfaction of the Authorised Officer, GWP may itself provide or may employ and pay other persons to provide the Service or any part thereof and all costs incurred thereby may be deducted from any sums due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor by the Commissioner as a debt. If the Contractor fails to provide the Service in accordance with Good Industry Practice, the

Commissioner may withhold payment of any amount owed by the Commissioner to the Contractor until such time as the Commissioner is satisfied the requirements of the Contract have been and are being adhered to by the Contractor. The rights of the Commissioner under this clause B1 shall be in addition to and without prejudice to any other remedy for breach of contract or its rights under clause H1 or H2.

- B1.7** The Contractor immediately upon becoming aware of any accident, damage, omission or breach of any term of this Contract or of any relevant Laws or of any incident as referred to in clause D6.10 relating to the provision of the Service, or in any way connected to the Service, shall notify the Authorised Officer immediately of the same.

B2 Provision and Removal of Equipment

- B2.1** The Contractor shall provide all the Equipment necessary for the supply of the Services.
- B2.2** The Contractor shall not deliver any Equipment nor begin any work on the Premises of the Commissioner without obtaining prior Approval.
- B2.3** All Equipment shall be at the Contractor's own risk and the Commissioner shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Commissioner's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at the Contractor's sole cost.
- B2.4** The Contractor shall maintain all items of Equipment in a safe, serviceable and clean condition.
- B2.5** The Contractor shall, at the Commissioner's written request, at its own expense and as soon as reasonably practicable:
- (a) remove from the Premises any Equipment which in the reasonable opinion of the Commissioner is either hazardous, noxious or not in accordance with the Contract; and
 - (b) replace such item with a suitable substitute item of Equipment.
- B2.6** On completion of the Services, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fairwear and tear, which is caused by the Contractor or any Staff in accordance with clause B7.3 hereto.
- B3 Manner of Carrying Out the Services**
- B3.1** The Contractor shall nominate a Contract Manager within its organisation, holding a position or having the authority, to ensure that sufficient resources are allocated to the Contract when required and to ensure that performance is in accordance with the Contract and Good Industry Practice. The Contract Manager shall be empowered to act on behalf of the Contractor for all purposes connected with the Contract and shall be one of the designated Key Personnel.
- B3.2** The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been

specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Commissioner prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

- B3.3** The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
- B3.4** Where directed by the Commissioner, the Contractor shall comply with the Performance Criteria Schedule.
- B3.5** The Contractor shall employ sufficient Staff to ensure that the smooth running of the execution of the Contract is provided for at all times. Absence of Staff for leave, training or any other reason, whether required by the Contractor or the Commissioner, shall be covered by the Contractor at all times, and such cost shall be borne by the Contractor. Additionally, the Contractor shall provide additional resources to meet the Commissioner's requirements in the event of an emergency situation or in a situation where an upsurge in demand occurs.
- B3.6** The Commissioner reserves the right by notice to the Contractor to modify its requirements in relation to the Service in accordance with clause F3. Unless and until such modification is agreed in writing, no such change shall be considered effective and the Contract shall not in any way be considered to have been amended.
- B3.7** Any material alteration or amendment to the Specification required as a result of any change in relevant Laws, Home Office Circular or directive or documentation issued by any professional body in respect of the Service and/or the National Police Chiefs' Council ("NPCC")(or any successor body), from time to time shall be deemed a Discriminatory Change in Law.
- B3.8** The Contractor shall be required to supply the Services on the same terms as specified in the Contract to any establishments and/or premises, additional to the Premises, which may be opened or utilised by the Commissioner during the Contract Period. The Commissioner reserves the right to close any of the Premises during the Contract Period and/or reduce the provision of Services accordingly. The Commissioner also reserves the right to remove from the Contract during the Contract Period any Premises which ceases to be the responsibility of the Commissioner or where the Service is no longer required at those (or other non owned) Premises. No additional costs arising as a result of such re-location shall be borne by the Commissioner, and any costs arising therefrom shall be met by the Contractor and shall be deemed to be included in the Contract Price.
- B3.9** The Contractor shall provide such services additional to the Service at any time and at any place in such manner required by the Authorised Officer to enable GWP to carry out any of its functions in a situation which, in the opinion of the Authorised Officer, amounts to a possible, potential or actual emergency or disaster provided that such additional services shall be similar to the Service, and the Commissioner shall pay the Contractor a fair and reasonable price for the provision of such additional services.

B4 Key Personnel

- B4.1 The Contractor acknowledges that its Key Personnel are essential to the proper provision of the Services to the Commissioner. Key Personnel shall be notified to the Commissioner prior to the Commencement Date.
- B4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Commissioner, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- B4.3 Any replacements to the Key Personnel shall be subject to the agreement of the Commissioner. Such replacements shall be of at least equal status and of equivalent experience and skills to the Key Personnel being replaced, and shall be suitable for the responsibilities of that person in relation to the Services.
- B4.4 The Commissioner shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.
- B5 Contractor's Staff**
- B5.1 The Commissioner may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises of the Commissioner, and/or be involved in the provision of the Services:-
- (a) any member of the Staff; or
 - (b) any person employed or engaged by any member of the Staff,
- whose admission or continued presence and/or involvement in the Contract would, in the reasonable opinion of the Commissioner, be undesirable.
- B5.2 At the Commissioner's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Commissioner may reasonably request.
- B5.3 If the Contractor fails to comply with clause B5.2 within 10 Working Days of the date of the request and in the reasonable opinion of the Commissioner such failure may be prejudicial to the interests of the Commissioner and/or Crown then the Commissioner may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Commissioner.
- B5.4 The Contractor shall ensure that its Staff, engaged within the boundaries of the Premises, comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- B5.5 The Contractor acknowledges that the Commissioner shall be free to authorise the Authorised Officer to undertake a security search of any member of Staff and shall procure that its Staff fully co-operate with the Commissioner for these purposes. The Contractor shall also ensure that its Staff carry out their duties and behave while at any Premises or while carrying out any activities under the Contract in an orderly and appropriate manner, having regard to the nature of their duties and that they shall at all times be dressed appropriately in view of their job category, location and the activities they are to carry out.

- B5.6** If and when requested by the Commissioner, the Contractor shall procure (in respect of its Staff) from each person identified by the request, a signed statement that he understands that the Official Secrets Act 1911 to 1989 applies to him both during the Contract Period and thereafter.
- B5.7** The Contractor shall comply with all requirements of the Commissioner's Staff Vetting Procedures in relation to all Staff requiring admission to the Premises of the Commissioner and/or involvement in the Contract in any capacity. Without prejudice to the foregoing, the Commissioner may (in its absolute discretion) require the Contractor to ensure that any person employed in the provision of the Services has undertaken vetting in accordance with its Staff Vetting Procedures to a minimum level of Enhanced DBS (Disclosure and Barring Service) clearance (or such other level as agreed by the Commissioner). The Contractor shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the Staff Vetting Procedure check or otherwise) shall be employed or otherwise engaged in the provision of any part of the Services without the Approval of the Commissioner. The provisions of Section 4(2) and 4(3)(b) of the Rehabilitation of Offenders Act 1974 do not apply to persons employed on police premises or those persons whom assist constables of a police force.
- B5.8** The Contractor shall ensure that only such of its Staff as have been authorised by the Commissioner and who have fully satisfied the tests set out in clause B5.7, B5.13 and B5.14 shall be permitted access to any of the Commissioner's premises, information or assets or otherwise have involvement in the performance of the Contractor's obligations under the Contract.
- B5.9** The Commissioner reserves the right to charge a fee to the Contractor in respect of the vetting procedure carried out in relation to those persons nominated by the Contractor for vetting.
- B5.10** Those persons authorised to carry out work in respect of the Contract may, as determined by the Commissioner in its absolute discretion, be issued with a photo pass confirming their identity. The Contractor shall ensure, at the Contractor's cost, that all relevant persons attend such location as the Commissioner shall direct for the issue of such photo pass.
- B5.11** Where photo passes are required:
- (a) the Contractor shall issue an authenticated photo pass to each person authorised to carry out work in respect of the Contract and required to have access to the relevant Premises in order to do so and shall provide a second copy of each photo pass for the retention of the Commissioner;
 - (b) the Contractor shall retrieve and destroy photo passes from any person that ceases to be authorised to carry out work in relation to the Contract or to require access to the Premises in order to do so;
 - (c) photo passes will be valid for a period of 3 years or such shorter period as the Commissioner may direct and, in order that the Commissioner may be assured of the continuing suitability of Staff, the Contractor shall ensure that completed security questionnaires are also submitted in respect of such relevant Staff not less than 6 weeks before the expiry of any existing passes.

- B5.12** The Contractor shall be required to submit a completed security questionnaire for each of its Staff who require access to any Confidential Information in relation to the performance of its obligations under the Contract. The security questionnaires must be completed by the individuals concerned and submitted within 5 Working Days following receipt from the Commissioner and in any event prior to work commencing. In the cases of additional or replacement Staff being nominated by the Contractor, completed security questionnaires must be submitted within 5 Working Days following receipt from the Commissioner and in any event prior to the date on which the relevant individuals are required to commence work on the Contract.
- B5.13** To ensure compliance with the requirements of this clause B5, the Contractor shall at no additional cost to the Commissioner nominate one of its employees as security controller for the purposes of the Contract and ensure that such nominated employee discharges the following responsibilities:
- (a) ensuring only those Staff who require access to Confidential Information and/or Premises owned or under the responsibility of the Commissioner in relation to performance of the Contractor's obligations under the Contract are nominated for security clearance;
 - (b) distributing security questionnaires;
 - (c) gaining the consent of the person to be vetted;
 - (d) securing the accurate and timely completion of security questionnaires;
 - (e) confirming and validating of the content of the security questionnaires;
 - (f) promoting security awareness and ensuring Staff understand their responsibilities under the Contract;
 - (g) liaising with the Commissioner's representatives;
 - (h) undertaking training in the role and responsibilities of security controller;
 - (i) securing the return and destruction of photo passes as required;
 - (j) carrying out such other activities as the Commissioner may from time to time direct, and
 - (k) ensuring that the Commissioner is notified of any change to Staff, including but not limited to, new appointments and termination of employment in respect of any person involved in the Contract.
- B5.14** The Commissioner hereby reserves the right to re-vet the Staff throughout the Contract Period.

- B5.15 The decision of the Commissioner as to whether any person is to be admitted to or is to be removed from the Premises or is to become involved in or is not to become involved in or is to be removed from involvement in the Contract and as to whether the Contractor has furnished the information or taken the steps required of him by this clause B5 shall be final and conclusive.
- B5.16 The Commissioner shall not be required to provide any reasoning for any decisions under this clause B5.
- B5.17 The Contractor shall bear the cost of any notice, instruction or decision of the Commissioner under this clause B5. The Commissioner shall under no circumstances be liable to the Contractor or its Staff in respect of any liability loss or damage occasioned by the requirement that a member of the Contractor's Staff be replaced or excluded from involvement in the Contract. The Contractor shall fully indemnify the Commissioner against any claim made by such member of Staff.
- B5.18 Staff engaged in and about the provision of the Contract shall primarily be under the control and direction of the Contractor's own supervisory staff but nevertheless, while on the Premises of the Commissioner, the Staff shall obey all reasonable instructions given to them by the Commissioner's supervisory staff in any matter in which the immediate safety of the Commissioner's staff, clients and visitors shall be involved.
- B5.19 If requested to do so by the Commissioner, the Contractor shall (and shall ensure that each member of its Staff shall, whether currently employed by the Contractor or not) provide to the Commissioner all relevant information in connection with any legal inquiry, court proceedings or other proceedings in which the Commissioner and/or the Chief Constable may become involved or any relevant disciplinary hearing internal to the Commissioner and/or the Police Force and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Contract, and shall if requested to do so by the Commissioner give evidence in connection with any matter with which the Contractor and/or its Staff have been involved in in the course of their duties hereunder. Without prejudice to the foregoing, the Contractor and its Staff shall give all reasonable assistance to the Commissioner in the investigation of any complaints, contract monitoring, disciplinary matters involving the Commissioner's staff and/or its officers, claims for damages and similar matters.
- B5.20 If the Commissioner at any time after the introduction of a member of the Contractor's Staff agrees to employ or make use of that individual in any capacity, whether on a permanent, temporary or self-employed basis, or the Commissioner refers such individual to any third party who so employs or makes use of such individual, it is agreed that the Commissioner shall not be liable to pay any introduction fee or make any other payment whatsoever to the Contractor in respect of same.
- B5.21 The Contractor shall be, and shall ensure that each member of its Staff are at all times, properly and sufficiently qualified and instructed with regard to the execution of the Contract and in particular:
- (a) The requirements of the Commissioner as detailed in the Specification, Schedules and Parts;
 - (b) The task or tasks such person has to perform;
 - (c) All relevant provisions of the Contract;

- (d) All relevant policies, rules, procedures and standards, including but not limited to those of the Commissioner, applicable to the Service;
- (e) Fire risks and fire precaution in accordance with the fire policies at each of the Premises;
- (f) All relevant rules, procedures and statutory requirements concerning health and safety at work, including the Commissioner's safety policy;
- (g) The need to maintain the highest standard of courtesy, confidentiality, honesty and consideration;
- (h) All relevant Laws relating to the Service;
- (i) The provision of any guidance published by the Home Office or other appropriate body from time to time which is applicable to the Service;
- (j) The Commissioner's supervisory structure and the arrangements for liaison between the Authorised Officer and the Contractor;
- (k) The requirement for confidentiality, particularly in respect of all information concerning the Commissioner, Chief Constable, its personnel, officers, clients, visitors, detained persons, prisoners, witnesses, forensic information, victims and the services being provided by the Commissioner.

B5.22 In respect of all Staff to be engaged at any time in the provision of the Service, the Contractor shall carry out the following duties at its expense:

- (a) Pre-inspection of its Staff prior to making recommendations to the Commissioner as to the Staff who will be engaged pursuant to the Contract and thereafter at the discretion of the Commissioner so as to ensure the quality and suitability of those Staff throughout the Contract Period;
- (b) Ensuring that the levels of training of Staff are current and adequate to provide the Service and to meet the requirements of GWP for the Contract Period or as otherwise agreed from time to time;
- (c) Maintenance of a quality assurance system to ensure that its Staff perform their functions in accordance with the Contract and the identification of the on-going training needs of such Staff by the implementation of a continuing professional development plan (as required in the NAAN Standards);
- (d) Regular liaison with the Authorised Officer so as to ensure the efficiency and adequacy of the Services.

B5.23 The Contractor shall and shall ensure that all of the Staff comply with the Commissioner's general security requirements including, without limitation, any made for the purpose of the DPA. In particular but without prejudice to the generality of the foregoing, the Contractor shall not read and shall prohibit its Staff from reading any documents (whether printed, typed or hand-written and whether or not produced by computer or word processor) the contents of any documents however produced or the information displayed on any screen, or listen to the contents of any tape or electronically produced recording or read any notice boards or view any photographs, save for the purposes of fulfilling its obligations under the Contract. The Contractor shall, and shall ensure that its Staff shall, treat all information gained, either directly or indirectly, as a result of providing the Service, as Confidential Information. The Contractor and its Staff shall co-operate

with Commissioner staff that have designated security responsibilities and shall comply with their reasonable instructions given to the Contractor.

- B5.25 The Contractor shall, and shall ensure that its Staff shall, comply with the Security Requirements.

B6 Inspection of Premises

- B6.1 Save as the Commissioner may otherwise direct, the Contractor is deemed to have inspected the Premises (including all premises where the Services will be performed and/or delivered) before submitting its Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

B7 Licence to occupy Premises

- B7.1 Any land or Premises made available from time to time to the Contractor by the Commissioner in connection with the Contract, shall be made available to the Contractor on a non-exclusive licence basis, free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- B7.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Contractor shall co-operate (and shall ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Commissioner may reasonably request.
- B7.3 The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Commissioner, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- B7.4 The Parties agree that there is no intention on the part of the Commissioner to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Commissioner retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.
- B7.5 The Contractor shall ensure that its Staff do not compromise the security of the Premises. The Contractor shall comply with all reasonable security requirements of the Commissioner and shall ensure that its Staff likewise comply with such requirements. The Commissioner shall provide the Contractor upon request copies of its written security procedures and shall afford the Contractor upon request an opportunity to inspect its physical security arrangements. The Contractor shall be responsible for the security of all goods and equipment belonging to the Commissioner and used by the Contractor in the provision of the Services, or other materials and items belonging to the Contractor or its Staff while on the Premises.
- B7.6 If keys (to include key cards) to any part of the Premises are issued to the Contractor, the Contractor shall be deemed by this Contract to have given an undertaking that the keys will not be copied, lent or used by any person other than

a person authorised in writing by the Contractor and the Contractor shall supply to the Commissioner the names and addresses of such authorised persons. It shall be the responsibility of the Contractor to ensure that the windows, doors or other access points opened or unsecured by its Staff be firmly closed and secured where necessary, both while the Services are being provided, and after any part of the Services have been provided, and that in the event that any failure to do so results in losses or other costs falling upon the Commissioner, such losses and costs shall, to the extent that they are reasonable, be recoverable from the Contractor by the Commissioner. If any keys are lost by the Contractor, or its Staff, then the Contractor shall immediately notify the Authorised Officer. The Contractor shall be liable for all losses, or other costs falling upon the Commissioner as a result of the loss of such keys including the loss or damage to property and the costs of replacing locks and lost keys.

B8 Property

- B8.1** Where the Commissioner issues Property free of charge to the Contractor, such Property shall be and remain the property of the Commissioner and the Contractor irrevocably licences the Commissioner and its agents to enter upon any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Commissioner. The Contractor shall take all reasonable steps to ensure that the title of the Commissioner to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at the Commissioner's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Commissioner.
- B8.2** The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Commissioner otherwise within 5 Working Days of receipt.
- B8.3** The Contractor shall maintain the Property in good order and condition (excluding fairwear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.
- B8.4** The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Commissioner's reasonable security requirements as required from time to time.
- B8.5** The Contractor shall be liable for all loss of, or damage to, the Property (excluding fairwear and tear), unless such loss or damage was caused by the Commissioner's Default. The Contractor shall inform the Commissioner within 2 Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B9 Provision of Information

- B9.1** Without prejudice to any other provision in the Contract, including those in the Monitoring Schedule (if used), the Contractor shall provide such information in relation to the performance of its obligations under the Contract (including information in respect of progress against relevant timescales or milestones and information required by the Commissioner for the purposes of re-tendering the provision of the Service) as the Commissioner may reasonably request from time to time, such information to be provided in the format and within the timescales reasonably specified by the Commissioner.

- B9.2 The Contractor shall ensure that all such information is accurate and complete and, in respect of any information required by the Commissioner for re-tendering purposes, shall notify the Commissioner without delay of any changes made to information previously provided to the Commissioner.

C PAYMENT AND CONTRACT PRICE

C1 Contract Price

- C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Commissioner shall pay the Contract Price in accordance with clause C2.
- C1.2 The Commissioner shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.
- C1.3 If the Commissioner is able to obtain from any Sub-Contractor or any other third party (on a like for like basis) more favourable commercial terms with respect to the supply of any goods or service used by the Contractor in the supply of the Services then the Commissioner may require the Contractor to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Commissioner in respect of the relevant item and the Contract Price shall be reduced accordingly.
- C1.4 No payment shall be due in respect of availability alone, and payment shall only be due for Services actually rendered in accordance with the provisions of the Contract to the satisfaction of GWP.
- C1.5 It is hereby agreed that no further charges (other than the Contract Price) shall be levied against the Commissioner pursuant to the Contract, and that the Contractor shall not be entitled to be reimbursed for any other expenses howsoever incurred by the Contractor in the performance of the Contract. Where express provision is made, the Contractor shall produce such evidence as GWP may reasonably require of expenses, which must be reasonably and properly incurred in the performance of the Contract.

C2 Payment and VAT

- C2.1 The Contractor accepts and acknowledges that each Commissioner is to be invoiced separately for its own Service use (the "Invoiced Commissioner").
- C2.2 The Contractor accepts and acknowledges that each Invoiced Commissioner is to be liable for its Contract Price and the Commissioner shall not be liable to the Contractor for any costs and/or expenses which are incurred by the Contractor in respect of the provision of the Service to the Invoiced Commissioner howsoever arising, including, but not limited to, as a result of a failure by the Invoiced Commissioner to whom the Services are supplied to comply with any relevant obligation of the Contractor. The Contractor accepts and agrees that liability for any default or performance, whether in respect of payment of otherwise, shall rest with the Invoiced Commissioner named on the purchase order, and not with the Commissioner. Should the Invoiced Commissioner fail to meet any requirement and if the Contractor indicates an intention to impose a financial penalty, then the responsibility for meeting that penalty imposition shall rest with the defaulting Invoiced Commissioner and not with the Commissioner.
- C2.3 Unless otherwise specified in the Pricing Schedule, the Commissioner shall pay all sums due to the Contractor within 30 days of Receipt of a valid invoice, submitted

monthly in arrears for Services provided to the full satisfaction of the Commissioner. If a separate method of payment shall be used by the Commissioner, this shall be specified in the Contract Award Schedule.

C2.4 The Contractor shall ensure that each invoice contains the information set out in clause C5 and that it is supported by any other documentation reasonably required by the Commissioner to substantiate the invoice. Without prejudice to the generality of the previous sentence, the Contractor shall ensure that each invoice contains details of the appropriate purchase order issued by the Commissioner in respect of the Services in question, unless the Commissioner has confirmed in writing that such details are not required.

C2.5 Subject to clause F1, Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

C2.6 The Contractor shall indemnify the Commissioner on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed by the Commissioner at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.4 shall be paid by the Contractor to the Commissioner not less than 5 Working Days before the date upon which the tax or other liability is payable by the Commissioner.

C3 Recovery of Sums Due

C3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Commissioner in respect of any breach of the Contract), the Commissioner may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with the Commissioner.

C3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Contractor shall make all payments due to the Commissioner without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Commissioner to the Contractor.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Price adjustment on extension of the Contract Period

C4.1 The Contract Price shall apply for the Contract Period. In the event that the Commissioner agrees to extend the Contract Period pursuant to clause F8, the Commissioner shall, in the 6 month period prior to the expiry of the Contract Period, enter into good faith negotiations with the Contractor to agree a variation in the Contract Price.

C4.2 If the Parties are unable to agree a variation in the Contract Price in accordance with clause C4.1, the Contract shall terminate at the end of the Contract Period.

C4.3 If a variation in the Contract Price is agreed between the Commissioner and the Contractor, the revised Contract Price will take effect from the first day of any period of extension and shall apply during such period of extension.

C4.4 Any increase in the Contract Price pursuant to clause C4.1 shall not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (CPI) (or another such index specified in the Pricing Schedule) between the Commencement Date and the date 6 Months before the end of the Contract Period.

C5 Form of Invoice

C5.1 Unless otherwise agreed in writing by the Commissioner, all invoices shall include the following information:

- (a) the Contract number;
- (b) the purchase order number;
- (c) the Commissioner's contact;
- (d) the invoice number and date;
- (e) a detailed description of the Services provided (including the location, date or time period of delivery of the Services);
- (f) a detailed description of any recoverable expenses and costs;
- (g) the Contractor's VAT number;
- (h) the amount due exclusive of VAT, other duty or early settlement discount;
- (i) the VAT rate and VAT amount;
- (j) details of any other duty or early settlement discount; and
- (k) Contractor's BACS details or other method of payment.

D. STATUTORY OBLIGATIONS AND REGULATIONS

D1 Prevention of Corruption

D1.1 The Contractor warrants and undertakes that it shall at all times comply with the Bribery Act 2010.

D1.2 The Contractor shall not offer or give, or agree to give, to the Commissioner or any other public body or any person employed by or on behalf of the Commissioner or any other public body any gift or consideration of any kind as 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 any other contract with the Commissioner or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

D1.3 The Contractor warrants that it has not paid commission or agreed to pay commission to the Commissioner or any other public body or any person employed

by or on behalf of the Commissioner or any other public body in connection with the Contract.

D1.4 If the Contractor, its Staff or anyone acting on the Contractor's behalf engages in conduct prohibited by the Bribery Act 2010 or the conduct specified in clauses D1.2 or D1.3, the Commissioner may:

- (a) terminate the Contract with immediate effect by notice in writing; and
- (b) recover in full from the Contractor any other loss sustained by the Commissioner in consequence of any breach of those clauses .

D2 Prevention of Fraud

D2.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members and/or directors) in connection with the receipt of monies from the Commissioner.

D2.2 The Contractor shall notify the Commissioner immediately if it has reason to suspect that any Fraud in relation to any contract with the Commissioner has occurred or is occurring or is likely to occur.

D2.3 If the Contractor or its Staff commits Fraud in relation to this Contract or any other contract with the Crown (including the Commissioner), the Commissioner may:

- (a) terminate the Contract with immediate effect by notice in writing; or
- (b) recover in full from the Contractor any other loss sustained by the Commissioner in consequence of any breach of this clause.

D3 Discrimination

D3.1 The Contractor shall not unlawfully discriminate, either directly or indirectly, or harass or victimise, instruct, cause, induce or knowingly help unlawful acts, and any other conduct that is prohibited on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, religion or belief, or age and, without prejudice to the generality of the foregoing, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Equal Pay Act 1970, the Human Rights Act 1998, or other relevant or equivalent legislation (including any equivalent legislation in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Contractor or any of its Staff or sub-contractors), or any statutory modification or re-enactment thereof.

D3.2 The Contractor shall take all reasonable steps to secure the observance of clause D3.1 by all Staff and sub-contractors.

D3.3 If the Contractor, its Staff or anyone acting on the Contractor's behalf, engages in conduct prohibited by clause D3.1 or D3.2, the Commissioner may:

- (a) terminate the Contract with immediate effect by notice in writing; or
- (b) recover in full from the Contractor any other loss sustained by the Commissioner in consequence of any breach of those clauses.

D4 The Contracts (Rights of Third Parties) Act 1999

- D4.1 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 agreement of both Parties. This clause D4 does not affect any right or remedy of any person which exists or is available, apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown or the Chief Constable.

D5 Environmental Requirements

- D5.1 The Contractor shall perform its obligations under the Contract in accordance with the Commissioner's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- D5.2 In so far as the Contractor or any of its sub-contractors or Staff dispose of any waste goods or other items (including electronic products) in the course of or in connection with the performance of the Contractor's obligations under the Contract, the Contractor shall ensure that those goods or other items are disposed of in an environmentally friendly manner and in accordance with all applicable laws and regulations, including (where applicable) the Waste Electrical and Electronic Equipment Regulations 2006.
- D5.3 The Commissioner is committed to ensuring that workers employed or engaged in its supply chains throughout the world are treated fairly, humanely and equitably and to this end the Contractor shall comply, in relation to all workers employed or engaged by it directly or indirectly in connection with the supply of the Services, with the policies, procedures and requirements of the International Labour Organisation and United Nations Universal Declaration of Human Rights.
- D5.4 If and when requested to do so by the Commissioner at any time, the Contractor shall provide the Commissioner with such documents and/or permit representatives of the Commissioner to have such access to the Contractor's premises and personnel as the Commissioner may reasonably require for the purposes of verifying compliance on the part of the Contractor with its obligations under clauses D5.1 to D5.3.
- D5.5 The Contractor shall procure that each of its sub-contractors (if any) comply with obligations substantially similar to those set out in clauses D5.1 to D5.4.

D6 Health and Safety

- D6.1 The Contractor shall, and shall ensure that all Staff and sub-contractors shall, when working on the Premises or any site in connection with the Contract, comply with all relevant health and safety legislation, codes of practice and any other appropriate standards, policies, procedures and documentations notified by the Commissioner and/or as applicable to those premises. This will include, but is not limited to, the following:
- (a) Health and Safety at Work etc. Act 1974;
 - (b) Management of Health and Safety at Work Regulations 1999;
 - (c) Workplace (Health, Safety and Welfare) Regulations 1992;
 - (d) Control of Substances Hazardous to Health Regulations 2002;

- (e) Provision and Use of Work Equipment Regulations 1998;
- (f) Personal Protective Equipment at Work Regulations 1992;
- (g) Construction (Design and Management) Regulations 2015;
- (h) Electricity at Work Regulations 1989;
- (i) Personal Protective Equipment Regulations 2002;
- (j) Work at Heights Regulations 2005; and
- (k) any legislation which is equivalent to any of the legislation referred to in this clause D6.1 and which is in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Contractor or any of its Staff or sub-contractors.

- D6.2 The Contractor shall provide applicable hazard information, such as material safety data sheets, and shall inform the Commissioner of all regulations, guidance and significant risk (statutory or otherwise) which the Contractor knows or believes to be associated with the Services, and/or any combination of the Services with any other product or service.
- D6.3 The Contractor shall indemnify the Commissioner against all liability and loss related to any third party claim which arises from the act or omission of the Contractor and/or any of its Staff or sub-contractors resulting in the alleged release of any waste, hazardous substance or other pollutant.
- D6.4 The Contractor shall notify the Commissioner of past enforcement action taken against the Contractor and provide such details of prosecutions, fines, accident history and frequency rate as may be considered necessary by the Commissioner.
- D6.5 The Contractor shall have a designated policy to manage, control and audit the health and safety standards of its sub-contractors and shall take appropriate action if any sub-contractors fail to meet required standards.
- D6.6 The Commissioner shall be entitled, acting through its authorised officers and health and safety advisors, to suspend the performance by the Contractor of some or all of its obligations under the Contract in the event of non-compliance by the Contractor of its obligations under this clause D6. The Contractor shall not resume performance of the suspended obligations until notified that the Commissioner is satisfied that the relevant non-compliance has been rectified.
- D6.7 The Contractor acknowledges and agrees that any breach of its obligations under this clause D6, including any persistent, minor breaches, may (at the Commissioner's discretion) have the following consequences (without limitation);
- (a) the exercise of rights on the part of the Commissioner to suspend the performance by the Contractor of some or all of its obligations under the Contract or terminate the Contract;
 - (b) to the extent permitted by applicable laws, the imposition of restrictions on the Contractor from working on any other contract with the Commissioner until improvements to its health and safety practices have been made and suitable evidence of such has been provided to the Commissioner;
 - (c) to the extent permitted by applicable laws, the removal of the Contractor from the Commissioner's approved/select lists.

- D6.8 The Contractor shall provide the Commissioner on request with a copy of its health and safety policy, risk assessments, method statements and safe systems and procedures. Notwithstanding this, the Contractor shall ensure that its Staff and sub-contractors comply at all times with the Commissioner's health and safety policies and safety rules or such other relevant policies as applicable to the premises in so far as it or they are relevant to the Contract.
- D6.9 The Contractor shall comply with any health and safety related conditions stipulated by the Commissioner from time to time. Such conditions shall override details contained in the Contractor's internal documentation.
- D6.10 The Contractor shall notify the Commissioner in writing without delay of all incidents, which either could have lead, or did lead, to injury and/or damage. All accidents involving the Contractor or its Staff must be reported by completion of an Accident Report form (in the Commissioner's standard form), which will be provided by the Commissioner and which must then be immediately forwarded to the Authorised Officer. The Authorised Officer must be advised of all occurrences at the earliest opportunity. The Commissioner reserves the right to investigate all accidents occurring within the Premises and the Contractor and its Staff shall co-operate fully with such investigations.
- D6.11 The Contractor shall nominate a senior representative to act as co-ordinator between both parties for matters of health and safety arising out of the Contract.
- D6.12 The Contractor shall ensure that sufficiently trained and competent employees shall be provided to undertake the duties defined in the Contract and shall provide evidence of competency where required by the Commissioner.
- D6.13 The Contractor shall provide product specifications, technical supporting information, user instructions and maintenance information relating to any goods to be supplied to the Commissioner.
- D6.14 The Contractor represents and warrants to the Commissioner that it has satisfied itself that all necessary tests and examinations have been made or will be made prior to the delivery of the Services and/or any goods to ensure that the provision of the Services and/or delivery of any goods are designed to be safe and without risk to the health and safety of persons.
- D6.15 The Contractor shall undertake in relation to its own Staff, risk assessments on Premises and activities included in the Contract. Where an assessed risk may also affect other persons at the Premises, the Contractor shall provide a copy of the assessment to the Authorised Officer. The Contractor shall undertake risk assessments to ascertain whether the nature or the location of any duties upon which the Contractor's Staff shall be engaged in the provision of the Contract make the wearing of any special or protective clothing and footwear necessary or appropriate, and where this is the case the Contractor shall provide and shall require its Staff to wear such clothing or footwear, at the Contractor's sole expense.
- D6.16 The Contractor shall hold the following documents and ensure that they are accurately maintained:
- (a) The Contractor's Health and Safety Policy;
 - (b) Evidence of the arrangements in place to cover health and safety;
 - (c) The Contractor's Health and Safety training programme for all Staff;
 - (d) Risk Assessment Programme;
 - (e) Risk Assessments, including but not limited to general assessments, manual handling, DSE, COSHH, First Aid, Fire;

- (f) Health and safety training records for all their Staff, including:
 - Risk Assessment
 - Manual Handling
 - DSE
 - COSHH
 - First Aid
 - Fire Warden
- (g) Evidence of communication of risks identified;
- (h) Evidence of application of appropriate controls;
- (i) Fire prevention and fire evacuation programme;
- (j) Evidence of systems of monitoring standard of health and safety.

D6.17 Upon request by the Commissioner, the Contractor shall supply evidence of any or all documentation listed in clause D6.16.

D6.18 The Contractor shall observe the Commissioner's Non-Smoking Policy which states that there is a complete prohibition on smoking within all parts of the Premises and vehicles, including the entirety of the land and buildings owned by the Commissioner.

D7 Welsh Language

D7.1 The Contractor shall comply with the provisions of the Welsh Language Act 1993 and the requirements of the current GWP Welsh Language Scheme, the Welsh Language (Wales) Measure 2011, the Welsh Language Standards (No 5) Regulations 2016 and the relevant Welsh Language Standards placed on the Chief Constable and the Commissioner in the provision of the Service as amended from time to time.

D7.2 The Contractor shall deliver the Services (in accordance with the Specification) through the medium of English or Welsh (on an equal basis).

D7.3 The Contractor shall be responsible for promoting the delivery of the Services in Welsh or English to the Service user and shall use all reasonable steps to achieve this.

D7.4 The Contractor shall be responsible for monitoring the level of take-up for the Service through the medium of Welsh and English and shall report to the Authorised Officer in accordance with the Specification by providing the following information in writing:

- a) The number of users requiring the Service in English and Welsh;
- b) The percentage increase/decrease from the previous report;
- c) The allocation of staff to deliver the Services in Welsh and English;
- d) Any changes in Service delivery made or anticipated by the Contractor as a consequence of the above and, if relevant, the timescales for their implementation;
- e) Any complaints of difficulties indicated by Service users or Staff in delivering the Services in compliance with Welsh Language obligations.

D8 Transparency

D8.1 The Contractor acknowledges that the Commissioner is subject to the Elected Local Policing Bodies (Specified Information) Order 2011. The Contractor gives consent to the Commissioner to publish the contents of the Official Order, information regarding any tender process, and information regarding amounts paid to the Contractor under these Terms and Conditions (the "Contract Information"). The Commissioner, in its absolute discretion, may redact all or part of the Contract Information prior to its publication. At its sole discretion, the Commissioner shall

make the final decision regarding publication and/or redaction of the Contract Information.

D9 Modern Slavery Act 2015 ("MSA 2015")

D9.1 The Contractor shall comply with the provisions of the MSA 2015 in the provision of the Services.

D9.2 In performing the Services, the Contractor shall comply with all applicable statutory obligations for the time being in force including (without limitation) those relating to health and safety and welfare, environment, modern slavery, employment rights and relations, working rights, human rights, data protection and equality.

D9.3 The Contractor undertakes, warrants and represents that:

D9.3.1 neither the Contractor nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the MSA 2015 (a "MSA Offence"); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015; or
- (c) become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015;

D9.3.2 it shall comply with the MSA 2015 and the Modern Slavery Statement;

D9.3.3 it shall notify the Commissioner immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Contractor's obligations under this clause D9. Any notice under this clause D9.3.3 shall set out full details of the circumstances concerning the breach or potential breach of the Contractor's obligations;

D9.3.4 Any breach of clause D9 by the Contractor shall be deemed a material breach of the Agreement and shall entitle the Commissioner to terminate the Agreement with immediate effect.

D9.4 The Contractor shall during the Contract Period and for the period of six years thereafter maintain such records relating to the Services provided to the Commissioner under this Agreement as may be necessary to trace the supply chain of such Services and to enable the Commissioner to determine the Contractor's compliance with the Modern Slavery Statement.

D9.5 The Commissioner (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Contractor's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure the Contractor has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Contractor to perform the Services in accordance with this Agreement and the Modern Slavery Statement and for that purpose shall be entitled to have access to the Contractor's premises and/or staff and to any premises and/or staff of the Contractor's sub-contractors or agents where the Services are being performed during normal working hours on giving reasonable notice to the Contractor. This

shall include the right to speak directly to employees of the Contractor and subcontractor as appropriate.

D9.6 The Contractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Statement.

D9.7 The Contractor shall keep a record of all training offered and completed under clause D9.6 and shall make a copy of such records available to the Commissioner on request.

D10 Indemnity for Breach of Clause D Statutory Obligations and Regulations

D10.1 In performing the Contract, the Contractor and its Staff shall comply with all applicable statutory obligations for the time being in force during the Contract Period including, but without prejudice to the generality of the foregoing, those detailed in clause D1-D9 inclusive.

D10.2 The Contractor shall fully indemnify the Commissioner and the Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of clauses D1 – D9 inclusive.

E PROTECTION OF INFORMATION

E1 Data Protection Act

E1.1 For the purposes of this Clause E1, the terms "Controller", "Data Controller", "Data Processor", "Data Protection Officer", "Data Subject", "Personal Data", "Personal Data Breach", "Process", "Processing" and "Processor" shall have the meaning prescribed under the DPA.

E1.2 The Parties acknowledge that for the purposes of the DPA, the Commissioner is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in the Data Protection Schedule by the Commissioner and may not be determined by the Contractor.

E1.3 The Contractor shall notify the Commissioner immediately if it considers that any of the Commissioner's instructions infringe the DPA.

E1.4 The Contractor shall provide all reasonable assistance to the Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Commissioner, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

E1.5 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under the Contract:

(a) process that Personal Data only in accordance with the Data Protection Schedule, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Commissioner before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures which have been reviewed and approved by the Commissioner as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that:

- (i) the Contractor Personnel do not process Personal Data except in accordance with the Contract (and in particular the Data Protection Schedule);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause E1;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Commissioner or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Commissioner has been obtained and the following conditions are fulfilled:

- (i) the Commissioner or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Commissioner;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Contractor complies with its obligations under the DPA by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Commissioner in meeting its obligations); and
- (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Commissioner with respect to the processing of the Personal Data;

(e) at the written direction of the Commissioner, delete or return Personal Data (and any copies of it) to the Commissioner on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

E1.6 Subject to clause E1.7, the Contractor shall notify the Commissioner immediately if it:

- (a) receives a Data Subject Access Request (or purported 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 DPA;
 - (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 such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- E1.7 The Contractor's obligation to notify under clause E1.6 shall include the provision of further information to the Commissioner in phases, as details become available.
- E1.8 Taking into account the nature of the processing, the Contractor shall provide the Commissioner with full assistance in relation to either Party's obligations under DPA and any complaint, communication or request made under clause E1.6 (and insofar as possible within the timescales reasonably required by the Commissioner) including by promptly providing:
- (a) the Commissioner with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Commissioner to enable the Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in the DPA;
 - (c) the Commissioner, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) such assistance as is requested by the Commissioner following any Data Loss Event;
 - (e) such assistance as is requested by the Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Commissioner with the Information Commissioner's Office.
- E1.9 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause E1. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Commissioner determines that the processing is not occasional;
 - (b) the Commissioner determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Commissioner determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- E1.10 The Contractor shall allow for audits of its Data Processing activity by the Commissioner or the Commissioner's designated auditor.
- E1.11 The Contractor shall designate a data protection officer if required by the DPA.
- E1.12 Before allowing any Sub-processor to process any Personal Data related to the Contract, the Contractor must:
- (a) notify the Commissioner in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Commissioner;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E1 such that they apply to the Sub-processor; and
 - (d) provide the Commissioner with such information regarding the Sub-processor as the Commissioner may reasonably require.

- E1.13 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- E1.14 The Commissioner may, at any time on not less than 30 Working Days' notice, revise this clause E1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- E1.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Commissioner may on not less than 30 Working Days' notice to the Contractor amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- E1.16 The provision of this Clause E1 shall apply during the Contract Period and indefinitely after its expiry.
- E1.17 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E1.
- E2 Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989**
- E2.1 The Contractor shall comply with, and shall ensure that its Staff comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
- (b) Section 182 of the Finance Act 1989.
- E2.2 In the event that the Contractor or its Staff fail to comply with this clause E2, the Commissioner reserves the right to terminate the Contract by giving notice in writing to the Contractor.
- E2.3 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E2.
- E3 Confidential Information**
- E3.1 Except to the extent set out in this clause E3 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
- (a) treat all Confidential Information belonging to the other Party as confidential and use all reasonable endeavours to prevent their Staff from making any disclosure to any person of any such Confidential Information; and
- (b) not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of either Party's obligations under the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract.
- E3.2 Clause E3.1 shall not apply to the extent that the disclosing party can show by reference to written records that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

E3.3 The Contractor may only disclose the Commissioner's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information for such purposes, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E3.4 The Contractor shall not, and shall procure that its Staff do not, use any of the Commissioner's Confidential Information received otherwise than for the purposes of this Contract.

E3.5 The Contractor shall ensure that its Staff, sub-contractors, professional advisors and consultants are aware of and comply with the Contractor's confidentiality obligations under the Contract. Where it is considered necessary in the opinion of the Commissioner, the Contractor shall ensure its Staff, sub-contractors' professional advisors and/or consultants give a confidentiality undertaking before beginning work in connection with the Contract on terms equivalent to those set out in the Contract. Such undertaking shall ensure that such Staff, sub-contractors, professional advisors and consultants are bound in every respect by the terms of this Agreement.

E3.6 Nothing in this Contract shall prevent the Commissioner from disclosing any Confidential Information obtained from the Contractor:

- (a) to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
- (b) to any consultant, contractor or other person engaged by the Commissioner or any person conducting an Office of Government Commerce gateway review;
- (c) for the purpose of the examination and certification of the Commissioner's accounts; or
- (d) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Commissioner has used its resources.

E3.7 The Commissioner shall use all reasonable endeavours to ensure that any Crown Body, Contracting Authority, employee, third party or sub-contractor to whom the

Contractor's Confidential Information is disclosed pursuant to clause E3.6 is made aware of the Commissioner's obligations of confidentiality.

- E3.8 Nothing in this clause E3 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.
- E3.9 In the event that the Contractor fails to comply with clauses E3.1 to E3.5, the Commissioner reserves the right to terminate the Contract with immediate effect by notice in writing.
- E3.10 Clauses E3.1 to E3.6 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- E3.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services under the Contract, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of professional standards, best practice and any requirements specified by the Commissioner.
- E3.12 The Contractor shall immediately notify the Commissioner of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services under the Contract and will keep a record of such breaches. The Contractor shall use its best endeavours to recover such Confidential Information or data howsoever it may be recorded. This obligation is in addition to the Contractor's obligations under clauses E3.1 to E3.5. The Contractor shall co-operate with the Commissioner in any investigation that the Commissioner considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- E3.13 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Commissioner's request if the Commissioner reasonably believes the Contractor has failed to comply with clause E3.11.
- E3.14 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E3.
- E4 Freedom of Information**
- E4.1 The Contractor acknowledges that the Commissioner is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Commissioner to enable the Commissioner to comply with its Information disclosure obligations.
- E4.2 The Contractor shall, and shall procure that any sub-contractors shall:
- (a) transfer to the Commissioner all Requests for Information ("RFI") that it receives as soon as practicable and in any event within 2 Working Days of receiving a RFI;
 - (b) provide the Commissioner with a copy of all information (at no cost to the Commissioner) the subject of a RFI in its possession, or power in the form that the Commissioner requires within 5 Working Days (or such other period as the Commissioner may specify) of the Commissioner's request; and

(c) provide all necessary assistance as reasonably requested by the Commissioner to enable the Commissioner to respond to the RFI within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

(d) provide all reasonable assistance (at no cost) to the Commissioner in the event of a RFI which leads to Information Tribunal Proceedings, such assistance to include (but not be limited to) providing statements, documentation and suitable witness attendance in respect of such proceedings.

E4.3 The Commissioner shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement, whether the Commercially Sensitive Information and/or any other Information, is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations

E4.4 In no event shall the Contractor respond directly to a RFI unless expressly authorised to do so by the Commissioner.

E4.5 The Contractor acknowledges that (notwithstanding the provisions of clause E4) the Commissioner may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations, to disclose information concerning the Contractor or the Services in certain circumstances:

(a) without consulting the Contractor; or

(b) following consultation with the Contractor and having taken their views into account;

provided always that where clause E4.5(a) applies, the Commissioner shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

E4.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Commissioner to inspect such records as requested from time to time.

E4.7 The Contractor acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that the Commissioner may be obliged to disclose it in accordance with this clause E4.

E4.8 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E4.

E5 Publicity, Media and Official Enquiries

E5.1 The Contractor shall not make any press announcement or publicise the Contract or any part thereof in any way, except with the Approval of the Commissioner.

E5.2 The Contractor shall take all reasonable steps to ensure the protection of sensitive information (personal or otherwise), details of police investigations, other investigations undertaken at premises utilised for the purpose of the Contract, the Service User, identities and/or details of detained persons or other persons in the

criminal justice system and matters of fact or speculation that may be sub-judice. The Contractor shall ensure that Staff are aware that inappropriate posting of sensitive information to social media sites (e.g. Facebook or Twitter) could amount to publication and render a member of Staff subject to legal proceedings and/or misconduct proceedings.

- E5.3 The Contractor shall take all reasonable steps to ensure that its Staff and sub-contractors comply with clause E5.1.

E6 Security

- E6.1 The Commissioner shall maintain the security of the Premises in accordance with its own security requirements from time to time. The Contractor shall comply, and shall ensure that its Staff comply, with all applicable security requirements of the Commissioner in respect of the Premises owned or under the responsibility of the Commissioner and/or in respect of any Confidential Information of the Commissioner (including documents containing confidential and/or secret information) of which the Staff become aware of either advertently or inadvertently and/or which is in the possession and/or control of the Contractor or any of its Staff from time to time.

- E6.2 The Commissioner shall provide to the Contractor, upon request, copies of its written security procedures and may afford the Contractor, upon reasonable request, with an opportunity to inspect its physical security arrangements.

E7 Intellectual Property Rights

- E7.1 Subject to clause E7.11, all Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs and/or other material (the "IP Materials"):

- (a) furnished to or made available to the Contractor by or on behalf of the Commissioner shall remain the property of the Commissioner; and
- (b) prepared by or for the Contractor on behalf of the Commissioner for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Commissioner;

and the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without Approval, use or disclose any Intellectual Property Rights in the IP Materials.

- E7.2 The Contractor hereby assigns to the Commissioner (and where applicable shall ensure that any sub-contractor or member of Staff assigns to the Commissioner), with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause E7.1(b). This assignment shall take effect on the Commencement Date or as a present assignment of future rights that shall take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment at the Contractor's expense.
- E7.3 The Contractor shall waive or procure a waiver of any moral rights subsisting in all Intellectual Property produced by the Contractor or the performance of the Contract.
- E7.4 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Commissioner a non-exclusive licence (or if itself a licensee of those rights, shall

grant to the Commissioner an authorised sub-licence) to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free and irrevocable and shall include the right for the Commissioner to sub-licence, transfer, novate or assign to another body as set out in clause F1.10, the Replacement Contractor or to any other third party supplying services to the Commissioner.

- E7.5 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Commissioner and/or the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and all other liabilities which the Commissioner or the Crown may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:
- (a) items or materials based upon designs supplied by the Commissioner and/or the Crown; or
 - (b) the use of data supplied by the Commissioner and/or the Crown which is not required to be verified by the Contractor under any provision of the Contract.
- E7.6 The Commissioner shall notify the Contractor in writing of any claim or demand brought against the Commissioner for infringement or alleged infringement of any Intellectual Property Right in materials supplied, licensed and/or sub-licensed by the Contractor.
- E7.7 The Contractor shall, at its own expense, conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied, licensed and/or sub-licensed by the Contractor, provided always that the Contractor:
- (a) shall consult the Commissioner on all substantive issues which arise
 - (b) shall take due and proper account of the interests of the Commissioner; and
 - (c) shall not settle or compromise any claim without the Commissioner's Approval (such consent not to be unreasonably withheld or delayed).
- E7.8 The Commissioner shall, at the request of the Contractor, afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Commissioner or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract and the Contractor shall indemnify the Commissioner for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not, however, be required to indemnify the Commissioner in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause E7.5(a) or (b).
- E7.9 Subject to the conditions of clause E7.7 being met by the Contractor in respect of any negotiations or litigation undertaken by the Contractor in accordance with clause E7.7, the Commissioner shall not (without the Approval of the Contractor, such consent not to be unreasonably withheld or delayed), make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Commissioner or the Contractor in connection with the performance of its obligations under the Contract.

E7.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract, or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Commissioner and, at its own expense and subject to the Approval of the Commissioner (not to be unreasonably withheld or delayed), use its best endeavours to:

(a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or

(b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Commissioner,

and in the event that the Contractor is unable to comply with clauses E7.10(a) or (b) within 20 Working Days of receipt of the Contractor's notification the Commissioner may terminate the Contract with immediate effect by notice in writing.

E7.11 The Contractor grants to the Commissioner a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Commissioner reasonably requires in order exercise its rights and take the benefit of this Contract including the Services provided.

E7.12 The Contractor shall fully indemnify the Commissioner (and the Chief Constable) against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E7.

E8 Audit

E8.1 The Contractor shall keep and maintain, until six years after the Contract has been completed to the satisfaction of the Commissioner or otherwise terminated, records of all Services supplied under the Contract, all expenditures which are reimbursable by the Commissioner and of the hours worked and costs incurred by the Contractor or the Contractor's Staff in connection with the Contract. The Contractor shall, on request, afford the Commissioner or its representatives such access to those records as may be required by the Commissioner in connection with the Contract.

E8.2 The Contractor shall, if so required by the Commissioner, permit representatives of the National Assembly for Wales, National Audit Office, the European Commission or the European Court of Auditors, to examine their records at all reasonable times and shall, if required by such an organisation, provide appropriate oral and/or written explanation thereof.

- E8.3** The Contractor shall grant to the Commissioner, National Police Chiefs' Council, any statutory auditors of the Commissioner, together with other similar professional advisors of the Commissioner and their respective authorised agents the right of reasonable access to such records and/or materials used in connection with this Contract, and shall provide all reasonable assistance at all times during the currency of this Contract for the purposes of carrying out an audit of the Contractor's compliance with this Contract, including its activities, the calculation of charges in accordance with the terms of the Contract, performance security and integrity in connection therewith.
- E8.4** Without prejudice to the foregoing, in the event of any investigation into suspected fraudulent activity or other impropriety by the Contractor or any third party, the Commissioner reserves for itself, any statutory auditors of the Commissioner and their respective authorised agents the right of immediate access to such records and/or materials described in clauses E8.1 and E8.3 above, and the Contractor agrees to render all assistance necessary to the conduct of such investigation at all times during the currency of the Contract or at any time thereafter. For the avoidance of doubt, the Contractor shall only be repaid its reasonable expenses incurred in giving assistance pursuant to this clause E8.4 in the event that the result of such investigation reveals no fraudulent activity or other impropriety by the Contractor, its servants, agents or sub-contractors.

F. CONTROL OF THE CONTRACT

F1 Transfer and Sub-Contracting

- F1.1** The Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval of the Commissioner. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.
- F1.2** The contract that the Contractor has with a sub-contractor must:
- (a) be in writing;
 - (b) contain substantially the same provisions as those provisions in this Agreement, including an obligation to comply with the Modern Slavery Act 2015 and the Modern Slavery Statement; and
 - (c) prohibit the sub-contractor from sub-contracting the services it has agreed with the Contractor to provide.
- F1.3** If the Commissioner agrees that the Contractor may subcontract its obligations, the Contractor shall ensure it has the ability to audit its sub-contractor to ensure compliance with the Modern Slavery Statement.
- F1.4** The Contractor shall be responsible for the acts and omissions of its sub-contractors and/or assignees as though they are its own.
- F1.5** Where the Commissioner has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Commissioner, be sent by the Contractor to the Commissioner as soon as reasonably practicable.
- F1.6** Without prejudice to the foregoing, in the event that the Contractor wishes to assign (with the Approval of the Commissioner) to a third party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract, any assignment under this clause F1.6 shall be subject to:
- (a) reduction of any sums in respect of which the Commissioner exercises its right of recovery under clause C3;
 - (b) all related rights of the Commissioner under the contract in relation to

the recovery of sums due but unpaid; and

- (c) the Commissioner receiving notification under both clauses F1.7 and F1.8.

F1.7 In the event that the Contractor assigns the right to receive the Contract Price under clause F1.6, the Contractor or the Assignee shall notify the Commissioner in writing of the assignment and the date upon which the assignment becomes effective.

F1.8 The Contractor shall ensure that the Assignee notifies the Commissioner of the Assignee's contact information and bank account details to which the Commissioner is to make payment.

F1.9 The provisions of clause C2 shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Commissioner.

F1.10 Subject to clause F1.12, the Commissioner may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority; or
- (b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Commissioner (including, without limitation, anybody established pursuant to the provisions of the Police Reform and Social Responsibility Act 2011); or
- (c) any private sector body which substantially performs the functions of the Commissioner,

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

F1.11 Any change in the legal status of the Commissioner such that it ceases to be a Contracting Authority shall not, subject to clause F1.10, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Commissioner.

F1.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F1.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Commissioner such that it ceases to be a Contracting Authority (unless such change is pursuant to the provisions of the Police Reform and Social Responsibility Act 2011) (in the remainder of this clause both such bodies being referred to as the "Transferee"):

- (a) the rights of termination of the Commissioner in clauses H1 shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor (such consent not to be unreasonably withheld or delayed).

F1.11 The Commissioner may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Commissioner shall authorise the Transferee to use such Confidential Information only for purposes relating to the

performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

- F1.12 Each Party shall, at its own cost and expense, carry out or use all reasonable endeavours to ensure the carrying out of whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

F2 Waiver

- F2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or cause any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

- F2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A5.

- F2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F3 Variation

- F3.1 Subject to the provisions of this clause F3, the Commissioner may request a variation to the Specification (such a change is hereinafter called a "**Variation**").

- F3.2 The Commissioner may request a Variation by notifying the Contractor in writing of the "Variation" and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Commissioner shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation, it shall confirm the same in writing and the Variation shall be recorded using the form contained in the Change Control Schedule.

- F3.3 In the event that the Contractor is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Commissioner may;

- (a) allow the Contractor to fulfil its obligations under the Contract without the variation to the Specification;
- (b) terminate the Contract with immediate effect, except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at clause I2.

- F3.4 No variation of the Contract shall be valid unless effected in accordance with clause F3.2 (in respect of Variations) or otherwise expressly agreed in writing by the Commissioner and communicated to the other Party in writing in accordance with clause A5.

F4 Severability

- F4.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F5 Remedies in the event of inadequate performance

- F5.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been performed or work has been provided or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Commissioner shall notify the Contractor and, where considered appropriate by the Commissioner, investigate the complaint. The Commissioner may, in its sole discretion, uphold the complaint and take further action in accordance with clause H2 of the Contract.
- F5.2 In the event that the Commissioner is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Commissioner may, without prejudice to its rights under clause H2, do any of the following:
- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Commissioner that the Contractor will once more be able to supply all or such part of the Services in accordance with the Contract and in such circumstances the Commissioner shall have no liability to pay the Contract Price in respect of those Services which the Commissioner has itself supplied or procured;
 - (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
 - (c) terminate, in accordance with clause H2, the whole of the Contract.
- F5.3 Without prejudice to its rights under clause C3, the Commissioner may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Commissioner or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Commissioner uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.
- F5.4 If the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Commissioner shall instruct the Contractor to remedy the failure and the Contractor shall, at its own cost and expense, remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Commissioner may direct.
- F5.5 In the event that:

- (a) the Contractor fails to comply with clause F5.4 above and the failure is materially adverse to the interests of the Commissioner or prevents the Commissioner from discharging a statutory duty; or
 - (b) the Contractor persistently fails to comply with clause F5.4 above,
- the Commissioner may terminate the Contract with immediate effect by notice in writing.

F6 Remedies Cumulative

- F6.1 Except as otherwise expressly provided by the Contract, all rights and remedies available to either Party for breach of the Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of (and shall be without prejudice to the availability of) any other right or remedy.

F7 Monitoring of Contract Performance

- F7.1 Where applicable, the Contractor shall comply with the monitoring arrangements set out in the Monitoring Schedule including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

F8 Extension of Contract Period

- F8.1 Subject to clause C4, the Commissioner may in its sole discretion extend the Contract for further period(s) as detailed in the Contract Award Schedule up to the maximum allowed by the Contract or as limited by Legislation. The provisions of the Contract shall apply (subject to any Variation or adjustment to the Contract Price pursuant to clause C4) throughout any such extended period.

F9 Entire Agreement

- F9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and the Contractor acknowledges and agrees that it has not been induced to enter into the Contract in reliance upon (and in connection with the Contract does not have any remedy and waives all rights in respect of) any warranty, representation, statement, agreement or undertaking of any nature whatsoever, whether written or oral, other than as expressly set out in the Contract, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.
- F9.2 In the event of, and only to the extent of, any conflict or inconsistency between the clauses of the Contract, the Schedules and/or any document referred to in or attached to the Contract, Schedules, and/or any document, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the clauses of the Contract;
 - (b) the Specification Schedule;
 - (c) the remaining Parts and Schedules; and
 - (d) any other document referred to in or attached to the Contract.
- F9.3 No terms or conditions put forward at any time by the Contractor shall form any part of the Contract.

F10 Counterparts

- F10.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument.

G LIABILITIES**G1 Liability, Indemnity and Insurance**

- G1.1 Neither Party excludes or limits liability to the other Party for or in respect of:
- (a) death or personal injury caused by its negligence; or
 - (b) Fraud; or
 - (c) fraudulent misrepresentation; or
 - (d) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (e) any liability arising under any indemnity provision in the Contract, save as expressly provided for in the Contract.
- G1.2 Subject to clauses G1.5 and G1.6, the Contractor shall indemnify the Commissioner and keep the Commissioner indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.
- G1.3 Subject to clause G1.1 above, the Contractor's liability to the Commissioner for all losses due to a Default under or in connection with the Contract shall be limited, in aggregate, to the sum of £5 million or three times the Contract Price, whichever is the greater.
- G1.4 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Commissioner or by breach by the Commissioner of its obligations under the Contract.
- G1.5 Without prejudice to the Contractor's liability pursuant to clause G1.1, the Contractor shall effect and maintain for the Contract Period with a reputable insurance company or companies acceptable to the Commissioner a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings on the part of the Contractor contained in the Agreement and against all actions, claims, demands, costs and expenses in respect thereof, in the sum of £5,000,000 at least in respect of any one incident and unlimited in total unless otherwise agreed by the Commissioner in writing.
- G1.6 The Contractor shall have in force (and shall ensure that any sub-contractor has in force), with a reputable insurance company or companies acceptable to the Commissioner, insurances in the following amounts unless otherwise specified by the Commissioner in the Contract Award Schedule:

- (a) employers liability insurance in accordance with any legal requirements for the time being in force, in the sum of not less than £10,000,000; and
- (b) public liability insurance in the sum of not less than £5,000,000 for any one incident and unlimited in total, unless otherwise agreed by the Commissioner in writing; and

and such insurance shall be maintained for the Contract Period.

G1.7 Save as otherwise provided in the Contract and subject always to clause G1.1, in no event shall the Commissioner be liable to the Contractor for:

- (a) loss of profits, business, revenue or goodwill; and/or
- (b) loss of savings (whether anticipated or otherwise); and/or
- (c) indirect or consequential loss or damage.

G1.8 The Contractor shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from any Default on the part of the Contractor and/or its Staff (including any sub-contractors).

G1.9 The Contractor shall give the Commissioner, on request, copies of all insurance policies referred to in this clause G1 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies. Inspection and/or receipt of such information shall not constitute acceptance by the Commissioner of the terms thereof, nor be a waiver of the Contractor's liability under the Contract.

G1.10 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract, the Commissioner shall be entitled to make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor on written demand, together with any expenses incurred in procuring such insurance.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities or obligations under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause G1.2.

G1.12 In the event that the Commissioner receives a claim relating to the Services or the Contract, the Contractor shall fully co-operate with the Commissioner or its insurers and shall assist them in dealing with such claims (including, without limitation, providing information and documentation in a timely manner and at the Contractor's sole expense).

G2 Warranties and Representations

G2.1 The Contractor warrants and represents that:

- (a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

- (b) in entering the Contract it has not committed any Fraud;
- (c) as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Commissioner prior to execution of the Contract;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- (g) it owns or has obtained valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) the Services or any part thereof and/or the Commissioner's use and/or possession of all and/or any of the goods provided as part of the Services will not infringe the Intellectual Property Rights of any third party;
- (i) the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence and in accordance with Good Industry Practice;
- (j) all components of any goods provided under the Contract shall be free from defects in design, materials or workmanship;
- (k) all materials supplied by the Contractor shall be of satisfactory quality, fit for all purposes for which all and any such materials are supplied and shall correspond to any description or sample provided by the Contractor to the Commissioner;
- (l) any training and/or documentation provided shall contain all information necessary to enable the Commissioner to make full and proper use of the Services and/or any goods provided under the Contract;
- (m) in the 3 years prior to the date of the Contract:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

- (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.
- (n) it has obtained all necessary and valid licences, accreditation, registration, authorisation and/or permits necessary for the performance of its obligations under the Contract;

G2.2 Each of the warranties set out in this clause G2 shall be construed as a separate warranty and/or condition and shall not be limited by reference to any other warranty and/or condition.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on insolvency and change of control

H1.1 The Commissioner may terminate the Contract with immediate effect by notice in writing where the Contractor is a company (howsoever constituted) and in respect of the Contractor:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed or any other step is taken with a view to it being determined that it would be wound-up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (b) a petition is presented for its winding up (which is not dismissed within 10 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- (c) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in clauses H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Commissioner may terminate the Contract with immediate effect by notice in writing where the Contractor is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
- (b) a petition is presented and not dismissed within 10 Working Days or order made for the Contractor's bankruptcy; or
- (c) a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- (d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 10 Working Days; or
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

H1.3 The Commissioner may terminate the Contract with immediate effect by notice in writing where the Contractor is a partnership and in respect of the Contractor:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or
- (c) a petition is presented for its winding up or for the making of any administration order or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (f) any of the following occurs in relation to any of its partners:-
 - (i) an application for an interim order is made pursuant to section 252-253 of the Insolvency Act 1986 or a proposal is made for any composition, scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy;

- (iii) a receiver or similar officer is appointed over the whole or any part of his assets.

H1.4 The Contractor shall notify the Commissioner immediately if the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("**change of control**"). The Commissioner may terminate the Contract by notice in writing with immediate effect within 6 months of:

- (a) being notified that a change of control has occurred; or
- (b) where no notification has been made, the date that the Commissioner becomes aware of the change of control,

but shall not be permitted to terminate where an Approval was granted prior to the change of control.

H2 Termination on Default

H2.1 The Commissioner may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

- (a) the Contractor has not remedied the Default to the satisfaction of the Commissioner within 10 Working Days, or such other period as may be specified by the Commissioner, after issue of a written notice specifying the Default and requesting it to be remedied; or
- (b) the Default is not, in the opinion of the Commissioner, capable of Remedy, or
- (c) the Default is a material breach of the Contract, or
- (d) the Default relates to a failure to meet and/or rectify performance in respect of particular delivery timescales, service levels or key performance indicators and the failure in question is of a severity that permits the Commissioner by reference to other provisions in the Contract (whether in a Schedule or otherwise) to terminate the Contract.

H2.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Commissioner in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H3 Commissioner's Right to Termination

H3.1 The Commissioner shall have the right to terminate the Contract at any time by giving 3 months' written notice to the Contractor or such other period of notice as agreed in writing by the Parties.

H3.2 The Commissioner shall have the right to terminate the Contract at any time with immediate effect on giving notice to the Contractor if there is a risk, or the

Commissioner reasonably considers that there is a risk, of the Commissioner's reputation being damaged if the Contract was to continue in force.

- H3.3 The Commissioner may, at its sole discretion, terminate the Contract, or any part thereof, with immediate effect in the event of any of the grounds contained within Regulation 73 of the Public Contracts Regulation 2015 occurring.
- H3.4 The Commissioner may terminate the Contract upon such reasonable notice where a Discriminatory Change in Law requires the Commissioner to have alternative service provisions and/or removes the requirement for the Commissioner to provide the Service.
- H3.5 The decision of the Commissioner to terminate the Contract under this clause H3 is at its reasonable, sole discretion and it is not required to provide any reasoning for such decision.

H4 Consequences of Expiry or Termination

- H4.1 Where the Commissioner terminates the Contract under clauses A7.2, B5.3, D1.4, D2.3, D3.3, D6.7, D9.3.4, E2.2, E3.9, E7.10, F5.2, F5.5, H1, H2.1, H3.2, H3.3, H5.4 and/or paragraph 1.17 of the Performance Criteria Schedule and then makes other arrangements for the supply of Services, the Commissioner may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Commissioner throughout the remainder of the Contract Period. The Commissioner shall take all reasonable steps to mitigate such additional expenditure.
- H4.2 Where the Contract is terminated under any of the clauses referred to in clause H4.1, no further payments shall be payable by the Commissioner to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract, but where the payment has yet to be made by the Commissioner), until the Commissioner has established the final cost of making the other arrangements envisaged under this clause H4. The Contractor shall also return to the Commissioner any sums pre-paid in respect of Services not provided by the date of termination (or expiry).
- H4.3 Save as otherwise expressly provided in the Contract:
- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
 - (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Commissioner or the Contractor under clauses B5.19, C2, C3, D1, D2, D3.3, D4.1, D6.3, D10, E1, E2, E3, E4, E5, E6, E7, E8, F6, G1, H4, H6, I1 and I2, J1.4, 1, J1.7, J1.8, J1.9 and J1.11.
- H4.4 The Contractor undertakes to offer all reasonable assistance to the Commissioner and to any third party engaged by the Commissioner to provide such services following termination of the Contract, howsoever arising. The Contractor shall use its best endeavours to ensure continuity in the Services provided to the Commissioner.

H5 Disruption

- H5.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Commissioner, its employees or any other contractor employed by the Commissioner.
- H5.2 The Contractor shall immediately inform the Commissioner of any actual or potential industrial action, whether such action be by their own Staff or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H5.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- H5.4 If the Contractor's proposals referred to in clause H5.3 are considered insufficient or unacceptable by the Commissioner (acting reasonably), then the Contract may be terminated with immediate effect by the Commissioner by notice in writing.

H6 Recovery upon Termination

- H6.1 On the termination of the Contract for any reason, the Contractor shall:
- (a) immediately return to the Commissioner all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which were obtained or produced in the course of providing the Services;
 - (b) immediately deliver to the Commissioner all Property (including materials, documents, information and access keys) provided to the Contractor under clause B8 or otherwise provided in connection with the Contract. Such property shall be handed back in good working order (allowance shall be made for fair wear and tear);
 - (c) assist and co-operate with the Commissioner to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress;
 - (d) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Commissioner for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Commissioner or the Replacement Contractor to conduct due diligence.
- H6.2 If the Contractor fails to comply with clause H6.1 (a) and (b), the Commissioner may recover possession thereof and the Contractor grants a licence to the Commissioner and/or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or sub-contractors where any such items may be held.
- H6.3 Where the end of the Contract Period arises due to the Contractor's Default, the Contractor shall provide all assistance under clause H6.1(c) and (d) free of charge. Otherwise, the Commissioner shall pay the Contractor's reasonable costs of providing such assistance where requested by the Commissioner and the Contractor shall take all reasonable steps to mitigate such costs.
- H7 Force Majeure**
- H7.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to

the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 3 months', either Party may terminate the Contract with immediate effect by notice in writing.

H7.2 Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier of the Contractor shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

H7.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause H7.1, it shall immediately notify the other by the most expeditious method then available, inform the other of the period for which it is estimated that such failure or delay shall continue and shall use its best endeavours, acting in accordance with Good Industry Practice, to resume performance of its obligations as quickly as possible to minimise the duration and impact of any such failure or delay.

H7.4 The Commissioner shall not be required to pay the Contractor in respect of any period during which (and to the extent that) the Contractor is prevented or delayed in performing its obligations due to Force Majeure. In these circumstances, the Contract Price shall be adjusted and any necessary refund or credit effected in accordance with the Commissioner's reasonable instructions.

H8 Ineffectiveness

H8.1 If at any time a "declaration of ineffectiveness" is made by a court in respect of the Contract pursuant to regulation 98(2)(a) of the Public Contracts Regulations 2015 then:

(a) the provisions of clause H6 and any other provisions in the Contract which are intended to apply on or after the date on which the Contract is terminated for any reason shall apply as if on the date on which the relevant declaration of ineffectiveness is to take effect (and as a result the Contract is to come to an end);

(b) the Commissioner shall not be required or liable (on whatever grounds) to pay any compensation or restitution to the Contractor in respect of any loss, damage, costs, expenses or other liabilities suffered or incurred by the Contractor as a result of or in connection with the relevant declaration of ineffectiveness being made, including any loss of revenue or profit that the Contractor might otherwise have generated under the Contract during the Contract Period.

H8.2 If at any time an order is made by a court, pursuant to regulation 102(3)(a) of the Public Contracts Regulations 2015, that the duration of the Contract be shortened, then:

(a) the provisions of clause H6 and any other provisions in the Contract which are intended to apply on or after the date on which the Contract is terminated for any reason shall apply as if on the date on which the

relevant declaration of ineffectiveness is to take effect (and as a result the Contract is to come to an end);

- (b) the Commissioner shall not be required or liable (on whatever grounds) to pay any compensation or restitution to the Contractor in respect of any loss, damage, costs, expenses or other liabilities suffered or incurred by the Contractor as a result of or in connection with the relevant declaration of ineffectiveness being made, including any loss of revenue or profit that the Contractor might otherwise have generated under the Contract during the Contract Period.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

- I1.1 Subject to the provisions of clause I2, the Commissioner and the Contractor accept the exclusive jurisdiction of the courts of England and Wales and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to the laws of England and Wales.

I2 Dispute Resolution

- I2.1 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 within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to a chief executive (or equivalent) of each Party.
- I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1, the Parties shall refer it to mediation pursuant to the procedure set out in clause I2.5 unless:
 - (a) the Commissioner considers that the dispute is not suitable for resolution by mediation; or
 - (b) the Contractor does not agree to mediation.
- I2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor (and its Staff) shall comply fully with the requirements of the Contract at all times.
- I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
 - (a) a neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution or other mediation provider to appoint a Mediator.
 - (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at

any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure.

- (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- (f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 12.6.
- (g) In the absence of any specific arrangements as to costs which is recorded in accordance with clause 12.5(d), each Party shall bear their own costs and expenses in respect of any mediation.

12.6 Subject to clause 12.2, the Parties shall not institute court proceedings until the procedures set out in clauses 12.1 and 12.3 have been completed save that:

- (a) the Commissioner may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7.
- (b) if the Contractor intends to commence court proceedings, it shall serve written notice on the Commissioner of its intentions and the Commissioner shall have 15 Working Days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7.
- (c) the Contractor may request, by notice in writing to the Commissioner, that any dispute be referred and resolved by arbitration in accordance with clause 12.7, to which the Commissioner may consent as it sees fit.

12.7 In the event that any arbitration proceedings are commenced pursuant to clause 12.6:

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- (b) the Commissioner shall give a written notice of arbitration to the Contractor (the "**Arbitration Notice**") stating:
 - (i) that the dispute is referred to arbitration; and

- (ii) providing details of the issues to be resolved;
- (c) the London Court of International Arbitration ("LCIA") procedural rules in force at the date that the dispute was referred to arbitration in accordance with 12.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (e) if the Parties fail to agree the appointment of the arbitrator within 10 Working Days of the Arbitration Notice being issued by the Commissioner under clause 12.7(b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (f) the arbitration proceedings shall take place in London or Cardiff and in the English or Welsh language; and
- (g) the arbitration proceedings shall be governed by, and interpreted in accordance with the laws of England and Wales.

J. TRANSFER OF UNDERTAKINGS

- J1.1 The Contract envisages that subsequent to the commencement of the Contract, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination, howsoever arising, of the Contract, or part, or otherwise) resulting in a transfer of the Services in whole or in part to a Replacement Contractor. If a transfer of the Services is a relevant transfer for the purposes of the TUPE Regulations then, in such event, the Replacement Contractor would inherit liabilities in respect of the Transferring Employees. The provisions within this clause J1 only apply in respect of a relevant transfer for the purposes of the TUPE regulations.
- J1.2 The Contractor agrees that, subject to compliance with the DPA:
- (a) within 20 Working Days of the earliest of:
 - (i) receipt of the giving of notice of early termination of the Contract or any part thereof; or
 - (ii) the date which is 12 months before the expiry of the Contract Period, and, in any event, on receipt of a written request of the Commissioner at any time, it shall provide the Contractor's Provisional Staff List and the Staffing Information to the Commissioner or, at the direction of the Commissioner, to a Replacement Contractor and it shall provide an updated Contractor's Provisional Staff List when reasonably requested by the Commissioner or, any Replacement Contractor;
 - (b) at least 28 days before the Relevant Transfer Date, the Contractor shall prepare and provide to the Commissioner and/or, at the direction of the Commissioner, to the Replacement Contractor, the Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Contractor's Final Staff List shall identify which of the Contractor's Staff named are Transferring Employees;
 - (c) the Commissioner shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Contractor for any services which are substantially the same type of services (or any part thereof) as the Services; and

- (d) on reasonable request by the Commissioner the Contractor shall provide the Commissioner or at the request of the Commissioner, the Replacement Contractor, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the Commissioner reasonably requests.

- J1.3 In the event that such information provided by the Contractor in accordance with clause J1.2 becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate, the Contractor shall notify the Commissioner of the inaccuracies and provide the amended information.
- J1.4 The Contractor agrees to indemnify the Commissioner fully and hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Condition J1.2.
- J1.5 From the date of the earliest event referred to in paragraph J1.2(a) above, the Contractor agrees that it shall not without the prior written consent of the Commissioner, assign any person to the provision of the Services (or the relevant part who is not listed in the Contractor's Provisional Staff List and shall not without the prior written consent of the Commissioner (such consent not to be unreasonably withheld or delayed):
 - (a) increase the total number of employees listed on the Contractor's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the Commissioner;
 - (b) make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Contractor's Provisional Staff List;
 - (c) increase the proportion of working time spent on the Services (or the relevant part) by any of the Contractor's Staff save for fulfilling assignments and projects previously scheduled and agreed with the Commissioner;
 - (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Staff List; and
 - (e) replace any of the Staff listed on the Contractor's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Staff List.

The Contractor shall promptly notify the Commissioner or, at the direction of the Commissioner, the Replacement Contractor of any notice to terminate employment received from any persons listed on the Contractor's Provisional Staff List regardless of when such notice takes effect.

- J1.6 At least 28 days before the expected Relevant Transfer Date, the Contractor shall provide to any Replacement Contractor, in respect of each person (subject to compliance with DPA) on the Contractor's Final Staff List who is a Transferring Employee, their:
 - (a) pay slip data for the most recent month;
 - (b) cumulative pay for tax and pension purposes;
 - (c) cumulative tax paid;
 - (d) tax code;
 - (e) voluntary deductions from pay; and
 - (f) bank or building society account details for payroll purposes.
- J1.7 In connection with a relevant transfer to which the TUPE regulations apply, the parties agree that:

- (a) the Contractor shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives for its own account up to and including the Relevant Transfer Date. The Contractor shall indemnify the Commissioner and any Replacement Contractor in full for and against all claims costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Commissioner or any Replacement Contractor including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
- (i) the Contractor's failure to perform and discharge any such obligation;
 - (ii) any act or omission by the Contractor on or before the Relevant Transfer Date or any other matter, event or circumstance occurring before the Relevant Transfer Date;
 - (iii) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Relevant Transfer Date;
 - (iv) any claim arising out of the provision of, or proposal by the Contractor to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Relevant Transfer Date;
 - (v) any claim made by or in respect of any person employed or formerly employed by the Contractor other than a Transferring Employee for which it is alleged any Replacement Contractor may be liable by virtue of this agreement and/or the TUPE Regulations;
 - (vi) any act or omission of the Contractor in relation to its obligations under Regulation 11 of the TUPE Regulations, or in respect of an award of compensation under Regulation 12 of the TUPE Regulations except to the extent that the liability arises from the Replacement Contractor's failure to comply with Regulation 11 of the TUPE Regulations; and
 - (vii) any statement communicated to or action done by the Contractor or in respect of, any Transferring Employee on or before the Relevant Transfer Date regarding the transfer which has not been agreed in advance with the Commissioner in writing.
- J1.8 The Contractor shall indemnify the Commissioner and any Replacement Contractor in respect of any claims arising from any act or omission of the Contractor in relation to any other Staff who is not a Transferring Employee during any period whether before, on or after the Relevant Transfer Date.
- J1.9 The Contractor agrees to indemnify the Commissioner from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or person claiming to be an employee on any date upon which the Contract is terminated and/or on or after the Relevant Transfer Date arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.
- J1.10 The Contractor agrees that it will consent to, and co-operate with, any Replacement Contractor to ensure that any requirement to inform and consult with the employee representatives in relation to any relevant transfer as a consequence of a Service transfer will be fulfilled. The Contractor shall allow any Replacement Contractor to communicate with and meet the affected employees and/or their representatives as necessary.
- J1.11 In the event that the Contractor enters into any sub-contract in connection with this Contract, it shall impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this clause J1 and shall procure that the Sub-Contractor complies with such terms. The Contractor shall indemnify the Commissioner and keep the Commissioner indemnified in full from and against all direct, indirect or

consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Commissioner as a result of or in connection with any failure on the part of the Sub-Contractor to comply with such terms.

- J1.12 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraph J1.2 to paragraph J1.8 of this Agreement to the extent necessary to ensure that any Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by the Contractor or the Commissioner to the Contractor under paragraph J1.2 to paragraph K1.8 in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

Part 8. CONTRACT AWARD SCHEDULE

Parties

1. Commissioner Details: **Police and Crime Commissioner for Gwent**
Address: **Police Headquarters, Croesyceiliog, Cwmbran, NP44 2XJ.**
2. Commissioner Details: **Police and Crime Commissioner for South Wales**
Address: **Police Headquarters, Cowbridge Road, Bridgend CF31 3SU.**
3. Commissioner Details: **Police and Crime Commissioner for Dyfed Powys**
Address: **Police Headquarters, Llangunnor, Carmarthen, Carmarthenshire. SA31 2PF**

4. Contractor Details: **HAFAL**

Company Registration Number: **4504443**

Company Registered Address: **UNIT B3 LAKESIDE TECHNOLOGY PARK,
PHOENIX WAY, SWANSEA ENTERPRISE PARK, SWANSEA SA7 9FE**

Duration

1. Commencement Date: **08/06/2020**
2. Contract Period: **3 years**
3. Expiry Date: **07/06/2023**
4. Permitted extensions to the Contract Period (for the purposes of clause F8):
twelve (12) months

Contact Details

1. Contractor Details:
Name: **REDACTED**
Job Title: **Head of Service for Criminal Justice**
Email address: **REDACTED**
Telephone: **01792 816600**

2. Contract Manager:

Gwent Police Contact Name: REDACTED

South Wales Police Contact Name: REDACTED

Dyfed Powys Police Contact Name: REDACTED

3. Key Personnel (for the purposes of clause B4): N/A

Contact Details for the Purposes of Clause A5

1. Authorised Officer Details:

A) Gwent Police Contact Name:

REDACTED

Ystrad Mynach office – REDACTED

Newport office – REDACTED

B) South Wales Police Contact Name:

REDACTED

REDACTED

C) Dyfed Powys Police Contact Name:

REDACTED

Procurement Contact Name:

REDACTED

2. Contractor Contact Details:

Address: **HAFAL, UNIT B3 LAKESIDE TECHNOLOGY PARK, PHOENIX
WAY, SWANSEA ENTERPRISE PARK, SWANSEA SA7 9FE**

Telephone: 01792 816600

Email: REDACTED

Insurance Levels

- a. Are the insurance levels in clause G1.5 to be amended: **No**
- b. If yes, please specify required amendments:

Part 9. PERFORMANCE CRITERIA SCHEDULE

Key Principles

- 1.1 Throughout the Contract Period, the Contractor shall supply Services that meet or exceed the standards set out in the Key Performance Indicators ("KPI's") described in the section below (headed "Key Performance Indicators") and take corrective action in the event of failure to meet those standards.
- 1.2 The Contractor shall provide monthly reports (in accordance with the section below headed "Reporting Obligations") summarising the performance achieved by the Contractor against the KPI's.
- 1.3 Where the Contractor fails to meet the required performance standard against a KPI, the Contractor shall accrue "Performance Points" in the manner described in the section headed "Key Performance Indicators" below.
- 1.4 Where the number of Performance Points accrued in a particular period exceeds certain levels, as set out in the following sections of this Schedule, the consequences may include:
 - (a) the preparation and implementation of a "Service Rectification Plan";
 - (b) the exercise of step-in rights by the Commissioner; and/or
 - (c) the exercise of termination rights by the Commissioner.
- 1.5 The remedies set out in this Schedule for failure to meet the KPI's are not intended to be the Commissioner's exclusive remedy for any such failure and shall be without prejudice to any other right or remedy to which the Commissioner may be entitled, whether under other express provisions of the Contract, under the general law or otherwise.

Key Performance Indicators

- 1.6 Each of the following KPI's shall be measured on a monthly basis and accordingly relate to the standard of performance that is required, in respect of the relevant tasks or activities, over any one Month:

Title of KPI	Required Standard of Performance	Basis on which Performance Points accrue
Calls answered within 30 seconds as detailed in paragraph 3.5 of the Specification	95%	94 % - 1 point 93% - 2 points 92% - 3 points 91 % - 4 points 90% - 5 points Any standard of performance below 90% in any Month shall immediately be subject to a Service Rectification Plan as detailed in paragraph 1.11 – 1.15.
Appropriate Adult to attend a Premises within the Response Times as detailed in paragraph 3.11 of the Specification Note - each Premise shall be measured on an individual basis and not collectively	95%	93-94 % - 1 Point 91-92% - 2 points 89-90 % - 3 points 87-88 % - 4 points 85-86 % - 5 points Any standard of performance below 85% in any Month shall immediately be subject to a Service Rectification Plan as detailed in paragraph 1.11 – 1.15.

Reporting Obligations

- 1.7 The Contractor shall ensure that it has appropriate systems and procedures in place in order to capture and report on compliance with KPI's as required by this Schedule.
- 1.8 Within 10 Working Days after the end of each Month, the Contractor shall deliver to the Commissioner a management report detailing performance in respect of each KPI ("Monthly Service Report") during that Month. Each such report shall be in the format reasonably specified by the Commissioner, shall identify any failures to meet a particular KPI during the relevant Month and shall include relevant "Explanatory Statements" in relation to any such failures describing why, in the reasonable opinion of the Contractor, the failure occurred and the steps that the Contractor proposes to take to avoid any recurrence of that failure.
- 1.9 In order to verify the accuracy of any Monthly Service Report:
- (a) the Contractor shall promptly provide the Commissioner with such additional information and/or supporting documentation as the Commissioner may reasonably request from time to time;
 - (b) if requested to do so, the Contractor shall permit representatives of the Commissioner to have access to the Contractor's premises for the purposes of inspecting records and other information held by the Contractor in relation to the Services.
- 1.10 The Commissioner may provide representations and/or comments on any Explanatory Statement. The Contractor shall take reasonable account of all such comments and/or representations and shall fully implement any actions set out in the Explanatory Statement.

Service Rectification Plan

- 1.11 Where:

- (a) the number of Performance Points accrued in a Month exceed 7; or

- (b) the number of Performance Points accrued over any three consecutive Months exceeds 21 in aggregate

the Contractor may be required to prepare a formal written rectification plan ("Service Rectification Plan") to satisfy the Commissioner that the Contractor is taking, or will imminently take, all necessary steps to improve future performance and minimise the risk of repeated poor performance.

1.12 The Service Rectification Plan shall, as a minimum, contain the following information:

- (a) identification of the scale of the problem and the steps that the Contractor proposes to take, or is taking, to rectify its performance including all failures to perform the Services in accordance with the KPI's; and
- (b) a statement as to how success in implementing the Service Rectification Plan will be measured; and
- (c) a statement as to the timescales within which the Service Rectification Plan will be implemented; and
- (d) such other information as may be reasonably required.

1.13 The Service Rectification Plan shall be signed by the Contract Manager and submitted to the Commissioner for Approval by no later than 17:00 on the fifth Working Day following (but excluding) the day of submission of the Monthly Service Statement in which the Performance Points are accrued to reach the thresholds set out in paragraph 1.13 above.

1.14 The Commissioner shall give its Approval or, if not approved, any comments on the Service Rectification Plan as soon as reasonably practicable and in any event within 10 Working Days from and including the date of its submission. Failure to respond shall be deemed Approval. Where the Commissioner decides not to approve the Service Rectification Plan, the Contractor shall make such amendments to the Service Rectification Plan as may reasonably be required by the Commissioner and shall re-submit the Service Rectification

Plan for Approval within 5 Working Days from and including the date upon which the Commissioner notifies its request.

- 1.15 If the Contractor fails to fully implement the Service Rectification Plan in accordance with its terms (including timescales) then, without prejudice to any other right or remedy the Commissioner may have, the Commissioner may treat such failure as a material breach of the Contract that is incapable of remedy and that accordingly provides grounds under clause H2 of the Contract for the Commissioner to terminate the Contract with immediate effect on giving notice to the Contractor.

Commissioner Termination Rights

1.16 Where:

- (a) the total number of Performance Points accrued per site over any 3 consecutive Months exceeds 30 in aggregate;

the Commissioner may be required entitled to treat such under performance as a material breach of the Contract that is incapable of remedy and that accordingly provides grounds under clause H2 of the Contract for the Commissioner to terminate the Contract with immediate effect on giving notice to the Contractor.

Part 10. MONITORING SCHEDULE

1. Operational Management Information - Monthly

1.1 The Contractor shall supply, on a Monthly basis (in a spreadsheet format, e.g. Excel) reports in relation to each provision of the Service. The exact format and required information shall be decided upon execution of the Agreement but as a minimum the following information must be provided:

- Time that Call was logged with Contractor
- Premises (or other location)
- Date of attendance
- Time of attendance at Premises (or other location)
- Time left the station
- Name of Appropriate Adult attending
- Reference number
- Nature of vulnerability (fixed headings e.g. Learning Disabilities, Mental Health, Self-Harm)
- Length of attendance
- Home town of Appropriate Adult – DPP only
- Innovation – new ideas/proposals
- The number of users requiring the Service in English and Welsh;
- The percentage increase/decrease from the previous report;
- The allocation of staff to deliver the Services in Welsh and English;
- Any changes in Service delivery made or anticipated by the Contractor as a consequence of the above and, if relevant, the timescales for their implementation;
- Any complaints of difficulties indicated by Service users or Staff in delivering the Services in compliance with Welsh Language obligations.

1.2 The Contractor shall attend an Operational Meeting (monthly) held at each individual force to discuss the above. The Authorised Officer may at their discretion decide to hold a teleconference instead, with the agreement of the Contractor.

2. Strategic Management information - Quarterly:

2.1 The Contractor shall ensure that the Contract Manager attends quarterly meetings with the Authorised Officer as a minimum and on any other occasions as necessary. The quarterly meeting will discuss;

2.1.1 Performance during preceding 3 months

2.1.2 Response time breakdown and trends

2.1.3 Stakeholder feedback

2.1.4 Training update

2.1.5 Complaints

2.1.6 Risk register

2.1.7 Innovation

2.1.8 Welsh:

- The number of users requiring the Service in English and Welsh;
- The percentage increase/decrease from the previous report;
- The allocation of staff to deliver the Services in Welsh and English;
- Any changes in Service delivery made or anticipated by the Contractor as a consequence of the above and, if relevant, the timescales for their implementation;
- Any complaints of difficulties indicated by Service users or Staff in delivering the Services in compliance with Welsh Language obligations.

2.1.9 AOB

2.2 The Contractor shall attend a Strategic Meeting (quarterly) held at each individual force to discuss the above. The Authorised Officer may at their discretion decide to hold a teleconference instead, with the agreement of the Contractor.

Part 11. COMMERCIALLY SENSITIVE INFORMATION SCHEDULE

Appendix 19 - contractors response

Part 12. VETTING SCHEDULE

The highestscoring Tenderer shall be required to undergo the online Enhanced DBS clearance of all its staff, involved in the Contract (any current vetting certification will continue until expiry).
https://dbscheckonline.org.uk/?utm_source=Bing&utm_medium=cpc&utm_campaign=BingAds&msclkid=9dfb04a0bc1c167b2d315933cfe49d7e Guidance can be obtained via:

<https://www.gov.uk/government/collections/dbs-checking-service-guidance--2>
<https://www.gov.uk/government/publications/dbs-update-service-applicant-guide/dbs-update-service-applicant-guide>

These individuals must pass the Staff Vetting Procedure prior to Contract Award.

The Vetting form is subject to change by the Commissioner.

Following evaluation, should the highest ranked Tenderer's staff appointed to work on this Contract not pass the Staff Vetting Procedure, the Commissioner reserves the right to award the Contract to the second highest Tenderer ranked, subject to that Tenderer's appointed staff passing the Staff Vetting Procedure and having the clearance confirmed. The Commissioner may continue through the Tenderers as appropriate and in its sole discretion.

Part 13. DATA PROTECTION SCHEDULE – N/A as deemed Controller to Controller

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include, by way of examples only: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Part 14. Certificate as to Collusive Tendering

The essence of selective tendering is that the Commissioner shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/we certify that this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender to the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- a communicate to a person other than the Commissioner the amount or the approximate amount of my proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- b enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- c offer or agree or pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or have done or causing or have caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Part 15. Certificate as to Canvassing

To:

THE POLICE AND CRIME COMMISSIONER FOR GWENT of Police
Headquarters, Croesyceiliog, Cwmbran, NP44 2XJ

THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES of Ty
Morgannwg, South Wales Police Headquarters, Cowbridge Road, Bridgend,
CF31 3SU

THE POLICE AND CRIME COMMISSIONER FOR DYFED POWYS of Police
Headquarters, Llangunner, Carmarthen SA31 2PD of the one part
(hereinafter called 'the Commissioner')

I hereby certify that I have not canvassed or solicited any Member, Officer or employee of the Commissioner in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I further hereby undertake that I will not in the future canvass or solicit any Member Officer or employee of the Commissioner in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me or acting on my behalf will do any such act.

Part 16. Certificate of Undertaking – N/A

1 CONSORTIUM

I/We do hereby certify that:-

- (a) The Consortium's tender is bona fide and intended to be competitive.
- (b) The Consortium has not entered into any agreement with any person outside the Consortium with the aim of preventing tenders being made, or asked the amount of another tender, or the conditions on which the tender is made.
- (c) The Consortium has not informed any person outside the Consortium, other than the person calling for the tenders, the amount or approximate amount of the tender except where the disclosure in confidence of the appropriate amount of the tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender.
- (d) The Consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the Consortium of the amount or the approximate amount of any rival tender for the Contract.

I/We further undertake that the Consortium will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

2 SINGLE BODY TENDERING

I/We do hereby certify that:-

- (a) My/our tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.
- (b) I/We have not indicated to any person other than the person calling for the tender the amount or approximate amount of the proposed tender except where the disclosure in confidence of the approximate amount of the tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender.

- (c) I/We have not entered into any agreement or arrangement with any other person that they shall refrain from tendering or asked the amount of any tender to be submitted.
- (d) I/We have not offered to pay or give or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the nature specified and described above.

I/We further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

Part 17. Confidentiality Agreement – N/A

THIS AGREEMENT is made, the day of 201

BETWEEN:

- 1) **THE POLICE AND CRIME COMMISSIONER FOR GWENT** of Police Headquarters, Croesyceiliog, Cwmbran, NP44 2XJ **THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES** of Ty Morgannwg, South Wales Police Headquarters, Cowbridge Road, Bridgend, CF31 3SU **THE POLICE AND CRIME COMMISSIONER FOR DYFED POWYS** of Police Headquarters, Llangunner, Carmarthen SA31 2PD of the one part (the "Commissioner"); and
- 2) **[INSERT NAME OF COMPANY]** (including Company Registration Number where applicable) of **[INSERT ADDRESS OF COMPANY]** of the other part (the "Company").

BACKGROUND

- A. The Commissioner is inviting competitive tenders for the execution of a Provision of Provision of Appropriate Adult Service (the "Service").
- B. The Company is one of a number of parties to have been invited to submit tenders for the Service.
- C. The Company has sought workforce information from the Commissioner in respect of those presently engaged in the provision of the Service in order to enable the Company to consider the formulation of the terms of its tender for the Service (the "Purpose").

- D. The Commissioner has agreed to provide the information detailed in the Schedule hereto (the "Specified Information") in accordance with the terms of this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Confidentiality obligations

- 1.1 In return for the Commissioner making the Specified Information available to the Company, the Company undertakes to the Commissioner that it shall:

- (a) keep the Specified Information secret and confidential;
- (b) not use or exploit the Specified Information in any way except for the Purpose;
- (c) not directly or indirectly disclose or make available any Specified Information in whole or in part to any person, except as expressly permitted by, and in accordance with this Agreement;
- (d) not copy, reduce to writing or otherwise record the Specified Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Commissioner;
- (e) not use, reproduce, transform or store the Specified Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business;
- (f) apply the same security measures and degree of care to the Specified Information as the Company applies to its own confidential information, which the Company warrants as providing adequate protection from unauthorised disclosure, copying or use;
- (g) ensure that any document or other records containing Confidential Information shall be kept at its premises and shall

not remove or allow those documents and records to be moved from those premises;

(h) act in good faith at all times in relation to the Specified Information.

1.2 The Company shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Commissioner from time to time) to safeguard the Specified Information and any confidential information from unauthorised access or use.

2. Permitted disclosure

2.1 Notwithstanding clause 1.1 the Company may disclose the Specified Information to its officers, employees, servants, agents or other person under its direction and control (the "Representatives"), who are bound by a written agreement to protect the confidentiality of the Specified Information and to comply with the terms of this Agreement.

2.2 The Company shall be liable for the actions or omissions of the Representatives, in relation to the Confidential Information as if they were the actions or omissions of the Company.

3. Return or destruction of Specified Information

3.1 If so requested by the Commissioner at any time by notice in writing to the Company, the Company shall promptly:

- (a) destroy or return to the Commissioner all documents and materials (and any copies) containing, reflecting, incorporating or based on the Commissioner's Specified Information;
- (b) erase all the Specified Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
- (c) erase all the Specified Information which is stored in electronic form on systems and data storage services provided by third parties; and
- (d) certify in writing to the Commissioner that it has complied with the requirements of this clause 3.1.

3.2 Nothing in clause 3.1 shall require the Company to return or destroy any documents and materials containing or based on the Specified Information that the Company is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent

jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Company pursuant to this clause 3.2.

4. Acknowledgement

4.1 All rights in the Specified Information are reserved. The disclosure of Specified Information by the Commissioner to the Company does not give the Company or any other person any licence or other right in respect of any Specified Information beyond the rights expressly set out in this Agreement.

4.2 The Company acknowledges that the Specified Information has been obtained from the current service provider and the Commissioner makes no express or implied warranty or representation concerning its Specified Information, including but not limited to the accuracy or completeness of the Specified Information nor shall the Commissioner be liable for any loss suffered as a result of the Company's use thereof.

4.3 The disclosure of Specified Information by the Commissioner shall not form any offer by, or representation or warranty on the part of, the Commissioner to enter into any further agreement with the Company.

5. Inadequacy of damages

5.1 Without prejudice to any other rights or remedies that the Commissioner may have, the Company acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement. Accordingly, the Commissioner shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement by the Company.

5.2 The Company agrees to indemnify and keep indemnified the Commissioner from and against any and all loss, damage or liability suffered and legal fees and costs incurred by the Commissioner resulting from a breach of this Agreement by the Company including, but not limited to, any act, neglect or default of the Company's employees or agents and/or breaches in respect of any matter arising under this Agreement resulting in any successful claim by any third party.

6. No obligation to continue discussions

6.1 Nothing in this Agreement shall impose an obligation on the Commissioner to continue discussions or negotiations in connection with the Purpose, or an obligation on the Commissioner to disclose any

information (whether Confidential Information or otherwise) to the Company.

- 6.2 In the event of a breach by the Company of this Agreement then any tender submitted by it for the Services shall be invalid and of no effect.

7. Ending discussions and duration of confidentiality obligations

- 7.1 If the Commissioner decides not to continue to be involved in the Purpose with the Company, it shall notify the Company in writing immediately.

- 7.2 Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 7.1, each party's obligations under this Agreement shall continue in full force and effect for a period of two years from the date of this Agreement.

- 7.3 The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

8. No partnership or agency

- 8.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 8.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

SCHEDULE – THE SPECIFIED INFORMATION

Staffing Information: in relation to all persons engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list in particular, but not necessarily restricted to, the following:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) those particulars of employment that an employer is obliged to give the Employee under section 1 of the Employment Rights Act 1996;
- (c) their job titles and the qualifications required for each position;
- (d) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
- (e) the identity of their employer or relevant contracting party;
- (f) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (g) the current wages, salaries (including holiday pay), pay interval, agreed pay settlements or structures (most recent pay review), overtime, profit sharing, incentive and bonus arrangements applicable to them and how they are calculated;
- (h) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and Commissioner car schemes applicable to them;
- (i) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (j) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work;
- (k) copies of all relevant documents, policies and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals)
- (l) details of any disciplinary procedure taken in respect of such individuals;
- (m) any grievances raised by any such individual or group of individuals within the previous two years;
- (n) information about any court or tribunal case, claim or action either brought by the employee within the previous two years or where the Contractor

has reasonable grounds to believe the member of staff may bring arising out of their employment with the Contractor;

- (o) information about any collective agreement which will have effect after the Relevant Transfer Date in relation to any Staff pursuant to regulation 5(a) of the Employment Regulations.
- (p) Any other information required under Regulation 11 of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

IN WITNESS WHEREOF the Parties have entered into this Agreement the day and the year first before written:

SIGNED BY:

For and on behalf of the

Police and Crime Commissioner for Gwent / South Wales / Dyfed Powys

In the presence of:

1. (Company Signature)

SIGNED BY:

Company Director/Secretary

For and on behalf of [Contractor]

Company Director/Secretary

For and on behalf of [Contractor]

2. Sole Party Signature

SIGNED BY:

[Sole Party details]

In the presence of:

3. Partnership

SIGNED BY:

[Partner]

For and on behalf of [Contractor]

[Partner]

For and on behalf of [Contractor]

Part 18. Security Requirements

1. General

1.1 The Contractor shall ensure where applicable, and unless otherwise agreed between the parties, Staff comply with:

- (a) the Code of Practice on the Management of Police Information (July 2005);
- (b) the Police ICT Community Code of Connection (2013);
- (c) the Government Protective Marking Scheme (GPMS);
- (d) the Government Security Classification (GSC);
- (e) the Force Information Security Policy (FISP);
- (f) the Force Information Assurance Guidance;
- (g) CESG Good Practice Guides; and
- (h) HMG IA Standards;

copies of which are available upon request from the Authorised Officer.

2. Security Incident Management and Reporting

- 2.1 The Contractor shall appoint a named individual to liaise with the Commissioner on all matters related to security and DPA issues and shall advise the Commissioner should another person be appointed to undertake that role.
- 2.2 The Contractor shall report, without unreasonable delay, any loss of records, documents, discs, tapes, equipment, or other items within its care or custody containing information relating to the Service and/or belonging to the Commissioner. The Contractor shall likewise report any other loss or damage to any other assets of the Commissioner within its care or custody. This should be reported to the Authorised Officer.
- 2.3 The Contractor shall report, in appropriate detail and without undue delay, any security incident, or suspected security incident (including loss of integrity or availability) involving information relating to the Service and/or belonging to the Commissioner under the management and control of the Contractor; or any weakness in computer systems or procedures identified by the Contractor which might give rise to such an incident. Both parties hereby agree that the information and related reports provided about such incidents shall be protected on a need-to-know basis, and the documentation of these matters shall be protected against unauthorised disclosure.

- 1.4 The Contractor shall, in the case of a security incident or suspected security incident, take such reasonable action as the Contractor may consider necessary, or as is reasonably required by the Commissioner, having regard to all the circumstances, to contain the incident or reduce the impact of the incident. The Contractor shall take reasonable steps to avoid the destruction of any evidence that might assist in any subsequent investigation.

3. Supplier Questionnaire

3.1 The successful supplier will be required to complete and return the 'Supplier Questionnaire'.

3.2 The form will allow the Commissioner to see who is handling data, who needs access to data, and depending on their level of access which they complete.

3.3 This form will allow the supplier to detail what they will be doing for the Commissioner.

3.4 On the anniversary of the contract the contractor will be required to confirm if any details originally provided within the 'Supplier Questionnaire' has changed, if so they will be required to complete and return a new completed copy of the 'Supplier Questionnaire'.

REDACTED

Part 19. The Contractor's Response

The Contractor shall hereby reaffirm that the information submitted in the Tender Response, recorded on the eTenderWales website is still current and there have been no significant changes to the company's status.

The Contractor acknowledges that the information supplied in the ITT on the eTenderWales system forms part of this Contract.

The Contractors response (code ITT_80030) is accessible on the eTenderWales website (<https://etenderwales.bravosolution.co.uk>). Please contact the Procurement Department at GwentPolice for access to this website.

Signed (1) REDACTED

Status Company Secretary

Signed (2) REDACTED

Status EXECUTIVE ASSISTANT

For and on behalf of

Hafal

Date

14th June 2020

REDACTED