

## **Schedule 31 (Buyer Specific Terms)**

### **1. Safeguarding Children and Vulnerable Adults**

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| Regulated Activity | <ul style="list-style-type: none"><li>(a) in relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006; and</li><li>(b) in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006;</li></ul> |
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- 1.1. The Parties acknowledge that the Supplier is carrying out a Regulated Activity with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
  - 1.2. The Supplier shall put in place safeguards to protect children and/or vulnerable adults from any risk of significant harm which could arise from the performance of this Contract. The Supplier shall agree these safeguards with the Buyer before commencing work on the Contract.
  - 1.3. In addition, the Supplier shall carry out checks with the Disclosure and Barring Service (DBS checks) on all Supplier Staff carrying out Regulated Activity. The Supplier must carry out a DBS check for each relevant member of Supplier Staff and shall renew the DBS check every three years for as long as this Contract is in force. The DBS check must be completed before any of the Supplier Staff work with children and/or vulnerable adults, as applicable, in Regulated Activity.
  - 1.4. The Supplier shall monitor the level and validity of the checks under this Clause for each member of the Supplier Staff.
  - 1.5. The Supplier shall immediately notify the Buyer of any information that it reasonably requests to enable it to be satisfied that the obligations of the Supplier under this Clause have been met.

- 1.6. The Supplier shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that such person would not be suitable to carry out, Regulated Activity or who may otherwise present a risk to children or vulnerable adults.
- 1.7. The Supplier shall refer information about any person carrying out the Deliverables to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.
- 1.8. The Supplier represents, warrants and undertakes that at all times for the purposes of this Contract it has no reason to believe that any member of the Supplier Staff is barred from performance of the Services in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 1.9. Both Parties will comply with all applicable requirements of Data Protection Legislation in relation to the requirements of this Clause. The Parties acknowledge that, for the purposes of the Data Protection Legislation, the Supplier is the Controller in respect of DBS Checks carried out on Supplier Staff. The Supplier will ensure that it has all necessary appropriate consents and notices in place to obtain the DBS Checks and to enable lawful disclosure of the DBS certificates and any other relevant Personal Data to the Supplier for the duration and purposes of this Contract.