

Date:

A Contract for Accommodation Services

Between

The Secretary of State for Justice

And

Durham County Council



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Ministry
of Justice

PROTECT – COMMERCIAL

Contract for the Provision of Secure Children's Homes Services

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This contract is dated:

PARTIES:

- (1) **THE SECRETARY OF STATE FOR JUSTICE** of 102 Petty France, London, SW1H 9AJ acting as part of the Crown (the **"Authority"**);

AND

- (2) **Durham County Council** of County Hall, Durham, DH1 5UB (the **"Supplier"**)

(each a **"Party"** and together the **"Parties"**).

WHEREAS

- A. The Authority wishes to appoint the Supplier to provide certain secure accommodation pursuant to its powers and the Supplier agrees to provide accommodation in accordance with these terms and conditions and the Supplier's Statutory Functions.
- B. The Supplier is the proprietor of the Secure Children's Home at Aycliffe Secure Centre, Newton, Aycliffe, DL5 6JB provided by the Supplier pursuant to the Supplier's Statutory Functions.
- C. The operational management of this contract will be the responsibility of the Youth Custody Service on behalf of The Secretary of State for Justice.
- D. The Parties are entering into this contract pursuant to regulation 12(7) of the Public Contract Regulations 2015, (or in the event that the Contract is entered following the entry into force of the Procurement Act), pursuant to Schedule 2, paragraph 3 of the Procurement Act

NOW IT IS HEREBY AGREED:

A GENERAL

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

"Accommodation Services" means the services set out in Schedule 1 (Specification) (including any modified or alternative services and including any Additional Services as set out in an agreed Additional Services Order).

"Accommodation Service Commencement Date" has the meaning given to it in clause A5.3.





"Additional Services" means any additional services provided that the Supplier as agreed between the parties in accordance with Clause B7B;

"Additional Services Fees" means the fees for any Additional Services agreed in accordance with Clause B7B, and Schedule 2 (Prices and Invoicing);

"Additional Services Order" means the order in the form set out in Annex B to Schedule 2 (Pricing and Invoicing);

"Affected Party" means the Party seeking to claim relief in respect of a Force Majeure Event.

"Anti-Malicious Software" means software which scans for and identifies possible Malicious Software in the ICT Environment.

"Approve", "Approval" and "Approved" means the prior written consent of the Authority or Authority's Representative.

"Arbitration Notice" has the meaning given to it in Clause I1.7.

"Assessment Tool" means the modern slavery risk identification and management tool which can be found at: <https://supplierregistration.cabinetoffice.gov.uk/msat>

"AssetPlus" means the comprehensive end-to-end assessment and planning framework for use by those agencies working with children across England and Wales receiving statutory orders or formal out of court disposals. It aims to identify strengths, needs, risks and issues and to facilitate the planning of appropriate interventions, both in custody and the community.

"Associated Person" means as it is defined in section 44(4) of the Criminal Finances Act 2017.

"Authorised Representative" means the Authority representative named in a CCN who is authorised to approve Changes.

"Authority" shall be as defined above, and for the purposes of Schedule 1 (Specification) when referring to the Youth Custody Service, YCS or MoJ it is deemed to refer to the Authority.

"Authority Data" means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Authority; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Contract; or



(b) any Personal Data for which the Authority is the Controller.

“Authority Policies” means those policies and standards set out in Schedule 10 (Policies and Standards).

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which the Supplier may access from time to time in connection with the Accommodation Services.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services.

“Authority System” means the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Accommodation Services and for the avoidance of doubt, any upgrades to the aforementioned environment.

“Authority Technical Security Guidance” means the technical security guidance published by the Authority at:

<https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

“Basware” means Basware eMarketplace, the procurement software used by the Authority for its financial transactions.

“BPSS” means the Government's Baseline Personnel Security Standard for Government employees.

“Breach of Security” means an event which results in or could result in:

- (a) any unauthorised access to or use of the Authority Data, the Accommodation Services and/or the Information Management System; and/or
- (b) the loss, corruption and/or unauthorised disclosure of any information or data (including Confidential Information and Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with the Contract.

“BS 8555” means the standard published to help organisations improve their environmental performance by the British Standards Institution.

“BSI British Standards: Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the UK, the International Organisation for



Standardization 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 Supplier would reasonably and ordinarily be expected to comply with.

"Business Continuity Plan" means the business continuity plan prepared by the Supplier pursuant to clause H11 and Schedule 12 (Business Continuity Plan), as amended from time to time in accordance with Schedule 12 (Business Continuity Plan).

"CCN" means a contract change notice in the form set out in Schedule 3 (Change Control).

"CDI Failure" shall have the meaning given to it in paragraph 3.2 of Schedule 8 (Performance Management Framework).

"CDIs" means the Contract Delivery Indicators as set out at Annex A to Schedule 8 (Performance Management Framework).

"Change" means a change in any of the terms or conditions of the Contract except a Premises Change.

"Change in Law" means any change in Law which affects the performance of the Accommodation Services which comes into force after the Commencement Date.

"Children and Young People" means all individuals (whether sentenced or unsentenced) who are in receipt of the Accommodation Services except where a more specific definition is required. Children and Young People will normally be between 10 and 18 years of age. One such individual shall be referred to as a **"Child or Young Person"**.

"Commencement Date" means the date specified in clause A5.1.

"Commercially Sensitive Information" means the information listed in Schedule 4 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to:

(a) the Price; and/or

(b) the Supplier's business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

"Comparable Supply" means the supply of services to another customer of the Supplier which are the same or similar to any of the Accommodation Services.

"Confidential Information" means 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) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause D4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” means these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are included.

“Contract Manager” means an individual(s) employed by the Authority with delegated responsibility to supervise the delivery of the Accommodation Services undertaken by the Supplier.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 2 of the Regulations, or (in the event that the contract is signed following the entry into force of the Procurement Act) as defined in section 2 of the Procurement Act.

“Contracts Finder” means the Government’s portal for public sector procurement opportunities.

“Contract Year” means a period of 12 months from the Commencement Date, and each subsequent 12 month period thereafter.

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** are interpreted accordingly.

“Controller” means as it is defined in the UK GDPR.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“CREST Service Provider” means an organisation with a SOC Accreditation from CREST International.



“Critical Case Panel” means a panel convened of national and local partners to agree that young people are provided with, and have access to, such services (be these persons, bodies or organisations) as appropriate, having regard to the range of needs / risks identified. This may include additional funding for services, where the Panel agrees that existing provision across commissioned services is not sufficient to safeguard the individual child.

“Crown” means the government of the UK (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 offices and Government agencies and **“Crown Body”** is an emanation of the foregoing.

“Cyber Essentials” means the Cyber Essentials certificate issued under the Cyber Essentials Scheme.

“Cyber Essentials Plus” means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme.

“Cyber Essentials Scheme” means the Cyber Essentials scheme operated by the NCSC.

“Data Loss Event” means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data breach.

“DPIA” means a Data Protection Impact Assessment carried out by the Controller in accordance with Article 35 of the UK GDPR and s.64 and s.65 of the DPA.

“Data Protection Law” means:

- (a) all applicable UK Law relating to the processing of Personal Data and privacy; including the UK GDPR and the DPA to the extent it relates to Processing of Personal Data and privacy; and
- (b) (to the extent that it applies) the EU GDPR.

“Data Protection Officer” means as it is defined in the UK GDPR.

“Data Subject” means as it is defined in the UK GDPR.

“Data Subject Request” means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to Data Protection Law to access their Personal Data.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.



“Default” means any breach of the obligations or warranties of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“Deliverable” means an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date.

“Detailed Mobilisation Plan” means the plan developed and revised from time to time in accordance with Paragraphs 3 of Schedule 15 (Mobilisation Plan).

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA” means the Data Protection Act 2018.

“EEA” means the European Economic Area.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the ICO or relevant Government department in relation to such regulations.

“Emergency Exit” means any termination of this Contract which is not an Ordinary Exit.

“Employees” means those persons agreed by the Parties to be employed by the Supplier (and/or any Sub-Contractor) wholly or mainly in the supply of the Accommodation Services immediately before the end of the Term.

“End Date” means the date specified in clause A5.1.

“Equipment” means the Supplier's equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Accommodation Services.

“Escorting Transport Services” is given the meaning as set out in clause F3.18.

“EU” means the European Union.



“EU GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of Personal Data (General Data Protection Regulation) as it has effect in EU law.

“Exit Day” means as it is defined in the Withdrawal Act.

“Exit Manager” means the employee appointed as per paragraph 1 in Schedule 13 (Exit Plan).

“Exit Plan” means the plan produced and updated by the Supplier during the Term in accordance with Schedule 13 (Exit Plan).

“Exit Information” means the following:

- (a) details of the Accommodation Services;
- (b) inventory of any Authority Data held;
- (c) details of any third party contracts or licenses used in the provision of the Accommodation Services;
- (d) list of any ongoing or threatened disputes in connection with the Accommodation Services;
- (e) TUPE Information;
- (f) such other information as the Authority may reasonably require.

“Extension” means as it is defined in clause A5.2.

“Financial Year” means the period from 1st April each year to the 31st March the following year.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the ICO in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of Government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier's supply chain caused by the Covid 19 pandemic or the UK's exit from the EU.



“Formulation” has the meaning given to it in Schedule 1 (Specification).

“Full Economic Cost” means the Supplier's costs in providing the Accommodation Services including both direct costs incurred in delivery of the Accommodation Services and indirect costs that are intrinsically linked to the delivery of the Accommodation Services, as set out in the Supplier's financial model at Annex A to Schedule 2 (Prices and Invoicing).

“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

“General Change in Law” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

“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.

“Government” means the government of the UK.

“Government Buying Standards” means the standards published here: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

“Greening Government Commitments” means the Government's policy to reduce its effects on the environment, the details of which are published here: <https://www.gov.uk/government/collections/greening-government-commitments>

“Guaranteed Block Bed Nights” or **“GBBN”** means the number of places (expressed as bed nights) in the SCH agreed to be made available for the Authority's continuous use for the Term and to deliver the services in this contract.

“Guaranteed Block Bed Night Price” means the bed night price agreed for each Guaranteed Block Bed Night under the term of this contract as set out in Annex A of Schedule 2 (Prices and Invoicing)] or as amended in accordance with Schedule 2 (Prices and Invoicing). This price represents up to the Full Economic Cost to the Supplier in providing the Accommodation Services in respect of each Guaranteed Block Bed Night.



“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“Higher Risk Sub-contractor” means a Sub-Contractor which processes Authority Data where that data includes:

- (a) the Personal Data of 1000 or more individuals in aggregate during the Term; or
- (b) any part of that data includes any of the following:
 - i) financial information relating to any person;
 - ii) any information relating to actual or alleged criminal offences;
 - iii) any information relating to vulnerable people;
 - iv) any information relating to social care;
 - v) any information relating to a person's employment;
 - vi) Special Category Personal Data;
- (c) the Authority, at its discretion designates a Sub-Contractor as a Higher Risk Sub-contractor in any procurement document related to the Contract; or
- (d) the Authority considers, at its discretion, that any actual or potential Processing carried out by the Sub-Contractor is high risk.

“HMRC” means HM Revenue & Customs.

“ICO” means the Information Commissioner's Office.

“ICT Environment” means the Authority System and the Supplier System.

“Improvement Notice” has the meaning given to it in paragraph 5.1 of Schedule 8 (Performance Management Framework).

“Improvement Plan” has the meaning given to it in paragraph 6.2 of Schedule 8 (Performance Management Framework).

“C1. Date” means 1st April of every Contract Year using September indices.

“Information” has the meaning given under section 84 of the FOIA.

“Information Assets” means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Accommodation Services.

“Information Management System” means:



- (a) those parts of the Supplier System, and those of the Premises, which the Supplier or its Sub-contractors use to provide the parts of the Accommodation Services which require Processing Authority Data; and
- (b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources).

“Information Security Approval Statement” means a notice issued by the Authority which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that:

- (a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed;
- (b) the Authority has accepted the residual risks; and
- (c) the Supplier may use the Information Management System to process Authority Data.

“Initial Term” means the period from the Commencement Date to the End Date.

“Inspection” means an inspection conducted by Ofsted.

“Intellectual Property Rights” means:

- (a) patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), Database Rights, domain names, semiconductor topography rights, rights in Internet domain names, Know-How, trade or business names, moral rights, the right to sue for passing off, trade secrets and other rights in Confidential Information, in each whether registrable or not in any country;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed in:
 - i) that are capable of being registered in any country or jurisdiction; and
 - ii) all other rights having equivalent or similar effect in any country or jurisdiction.

“ISO” means the International Organisation for Standardisation.

“ISO/IEC 14001” means the family of standards related to environmental management published by the ISO.



"ISO/IEC 27001" means the family of standards related to information security management published by the ISO.

"ISO/IEC 27002" means the family of standards related to information security, cyber security and privacy protection published by the ISO.

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003.

"Key Personnel" mean the people named in the Specification as key personnel, if any, and any personnel legally required for the provision of the Accommodation Services including the Registered Manager.

"Know-How" means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

"Law" means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.

"Law Enforcement Purposes" means as it is defined in the DPA.

"Losses" means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

"Malicious Software" means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

"Management Information (MI)" means all reports, information and data to be provided to the Authority under this contract, as detailed in Schedule 8 (Performance Management Framework) or elsewhere in the Contract.

"Material Breach" means a breach (including an anticipatory breach):

- (a) which has a material effect on the benefit which the Authority would otherwise derive from a substantial or material portion of the Contract; or



- (b) any repeated or persistent breaches which taken together have the effect of (a) above; or
- (c) of any of the obligations set out in clauses D1, D2, D3, D4, G3, I4 or paragraph 9 of Schedule 9 (Statutory Obligations and Corporate Social Responsibility); or
- (d) any of the circumstances set out in paragraph 4.5 of Schedule 8 (Performance Management Framework) apply.

“Mediator” has the meaning given in Clause I1.5.

“Medium Risk Sub-contractor” means a Sub-Contractor which processes Authority Data where that data:

- (a) includes the Personal Data of between 100 and 999 individuals (inclusive) in aggregate during the Term; and
- (b) does not include Special Category Personal Data.

“Milestone” means an event or task described in the Mobilisation Plan which, if applicable, shall be completed by the relevant Milestone Date.

“Milestone Date” means the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be achieved (to the Authority's reasonable satisfaction).

“Mobilisation Period” means the period starting on the Commencement Date ending on the Accommodation Services Commencement Date, during which the Accommodation Services will be mobilised in accordance with the Mobilisation Plan.

“Mobilisation Plan” means the Outline Mobilisation Plan or (if and when approved by the Authority in accordance with Schedule 15 (Mobilisation Plan)) the Detailed Mobilisation Plan as updated in accordance Schedule 15 (Mobilisation Plan) from time to time.

“Modern Slavery Helpline” means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

<https://www.modernslaveryhelpline.org/report>

“Month” means calendar month.

“MSA” means the Modern Slavery Act 2015.



"New Premises" means the location where the Accommodation Services are to be supplied further to a Premises Change.

"NCSC" means the National Cyber Security Centre.

"NICs" means National Insurance Contributions.

"Occasion of Tax Non-Compliance" means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

"Open Book Data" means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify:



- (a) the Price already paid or payable and the Price forecast to be paid during the remainder of the Term;
- (b) the Supplier's costs and manpower resources broken down against each element of the Accommodation Services;
- (c) the cost to the Supplier of engaging the Staff, including base salary, tax and pension contributions and other contractual employment benefits; and
- (d) operational costs which are not included within the above, to the extent that such costs are necessary and properly incurred by the Service Provider in the delivery of the Accommodation Services;
- (e) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Accommodation Services;
- (f) any other element of the Full Economic Cost;
- (g) any profit achieved over the Term and annually (having regard to the principles set out in paragraph 9 of Schedule 2 (Pricing and Invoicing); and
- (h) compliance with the principles set out in paragraph 9 of Schedule 2 (Pricing and Invoicing).

“Operational Services Milestone” any milestone detailed as an Operational Services Milestone in the Mobilisation Plan.

“Ordinary Exit” any termination of the whole or any part of this Contract which occurs:

- (a) pursuant to clause H1, H2, H3 or H4 where the period of notice given by the Party serving notice to terminate pursuant to such clause is greater than or equal to six (6) months; or
- (b) as a result of the expiry of the Term.

“Outline Mobilisation Plan” means the outline plan in the form set out at Annex 1 of Schedule 15 (Mobilisation Plan) and provided in accordance with paragraph 2.1 of Schedule 15.

“Outstanding Issues Notice” has the meaning given to it in paragraph 7.1 of Schedule 8 (Performance Management Framework).

“Performance Period” means the period over which the Supplier's performance shall be measured in accordance with Schedule 8 (Performance Management Framework), which unless expressly stated otherwise shall be a Month.



"Performance Points" means the points accrued by the Supplier in the event of a failure to meet the Performance Targets, calculated in accordance with Schedule 8 (Performance Management Framework).

"Performance Target" means the target for CDI performance as set out in Annex A of Schedule 8 (Performance Management Framework).

"Personal Data" means as it is defined in the UK GDPR.

"Personal Data Breach" means as it is defined in the UK GDPR.

"Premises" means the location where the Accommodation Services are to be supplied set out in the Specification (being the SCH identified in clause B1.4, or any other premises as agreed further to a Premises Change in accordance with clause F4A).

"Premises Change" means a relocation of Premises or a material change to the structure of the Premises, due to renovation.

"Premises Transition Plan" has the meaning given to it in clause F4A.3(a).

"Price" means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Supplier of its obligations under the Contract.

"Processing" means as it is defined in Article 4 of the UK GDPR and **"Process"** is construed accordingly.

"Processor" means as it is defined in the UK GDPR.

"Procurement Act" means the Procurement Act 2023 as may be updated or amended from time to time.

"Prohibited Act" means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;



(c) an offence:

- i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - ii) under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
 - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Property” means the property, other than real property, made available to the Supplier by the Authority in connection with the Contract.

“Protective Measures” means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Law and the Contract which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted.

“Purchase Order” the Authority’s order for the supply of the Accommodation Services.

“Quality Standards” means the quality standards that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1 (Specification), Schedule 10 (Policies and Standards) or in the Authority Policies.

“Receipt” means the physical or electronic arrival of the invoice at the address specified in clauses C1.13 and C1.5 or at any other address given by the Authority to the Supplier for the submission of invoices from time to time.

“Reduced Performance” shall have the meaning given to it in paragraph 4.1 of Schedule 8 (Performance Management Framework).

“Registered Manager” has the meaning given to it in Schedule 1 (Specification).

“Regulated Activity” means regulated activity for the purposes of the Safeguarding Vulnerable Groups Act 2006;

“Regulations” means the Public Contracts Regulations 2015 (SI 2015/102).



“Regulatory Body” means a Government department 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 Authority.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

“Replacement Supplier” means any third-party supplier appointed by the Authority to supply any services which are substantially similar to any of the Accommodation Services in substitution for any of the Accommodation Services following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Responsible Individual” has the meaning given to it in the of the Children's Homes (England) Regulations 2015.

“Response” means the Supplier's response submitted in response to the Authority's invitation to suppliers for offers to supply the Accommodation Services.

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs, CCTV footage or other material which is:

- (a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Contract; and/or
- (b) the result of any work done by the Supplier or any Staff in relation to the provision of the Accommodation Services.

“Safeguarding” means the process of protecting Children and Young People from abuse or neglect, preventing impairment of their health and development and ensuring they are growing up in circumstances consistent with the provision of safe and effective care that enables children to have optimum life chances and enter adulthood successfully.

SBN Request” has the meaning given to it in Clause B7A.1.

“Secure Children's Homes (SCH)” means a secure setting where Local Authorities place children (aged 10-17) for the purpose of restricting liberty due to them being at significant risk to themselves or others or where the Youth Custody Service places vulnerable children who



have been remanded to custody or are serving a Custodial sentence and approved for that purpose in accordance with regulation 3 of the Children (Secure Accommodation) Regulations 1991.

"Secure Stairs" means an integrated framework for care to ensure a multi-disciplinary approach of care for children in the secure estate. One of the core principles of the framework is that the day to day staff are at the centre of delivered interventions and recognise that they have a pivotal role in developing the environmental and relational conditions that can:

- manage risk;
- promote safety (relational security) and change.

"Security Policy Framework" means the Government's security policy framework (available from the Cabinet Office's Government Security Secretariat) as updated from time to time.

"SME" means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission's Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

"Special Category Personal Data" means the categories of Personal Data set out in Article 9(1) of the UK GDPR.

"Specific Change in Law" means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

"Specification" means the description of the Accommodation Services to be supplied under the Contract as set out in Schedule 1 (Specification) including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

"Spot Bed Nights" means the number of places (expressed in bed nights) in the Premises provided for the Authority to use on an ad hoc basis, over and above the Guaranteed Block Bed Nights in accordance with the provisions of this contract.

"Spot Bed Night Price" or "SBNP" means the price agreed for use by the Authority of each Spot Bed Night under the term of this contract as set out in Annex A of Schedule 2 (Prices and Invoicing) or as amended in accordance with Schedule 2 (Prices and Invoicing). This price represents up to the Full Economic Cost of the Supplier in providing Accommodation Services in respect of such Spot Bed Nights.

"SSCBA" means the Social Security Contributions and Benefits Act 1992.



"Staff" means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier's obligations under the Contract.

"Stakeholders" means a person, group or organisation that has a direct or indirect stake in an organisation because it can affect or be affected by the organisation's actions, objectives and policies. Key Stakeholders under this Contract include, but are not limited to Courts, the Authority, YOTs, YCS, YJB, multi-agency Safeguarding partners, NHSE etc.

"Standard Operating Procedures" means the operating procedures of the Supplier to be implemented at the Premises in the delivery of the Accommodation Services, to be provided in accordance with Schedule 14 (Standard Operating Procedures).

"Statutory Functions" means the powers, functions and responsibilities of the Supplier under section 23 of the Children and Young Persons Act 1969 and section 61 of the Criminal Justice Act 1991 (as updated from time to time) and any other Law in respect of the provision of accommodation;

"Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **"Sub-Contractor"** shall be construed accordingly.

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

"Supplier Software" means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Accommodation Services and which is set out in Schedule 5 (Supplier, Authority and Third Party Software).

"Supplier System" means the information and communications technology system used by the Supplier in performing the Accommodation Services including the Software, the Equipment and related cabling (but excluding the Authority System).

"Term" means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

"Termination Assistance Notice" a written notice provided by the Authority to the Supplier requiring the Supplier to provide the Termination Services, serviced at least four (4) months



prior to the date of termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a termination notice.

“Termination Assistance Period” in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services, as such period may be extended by reasonable request of the Authority.

“Termination Services” the services and activities to be performed by the Supplier pursuant to the Exit Plan, and any other services required further to clause H8, and H9.

“Third Party IP Claim” has the meaning given to it in clause E1.6.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Supplier to provide the Accommodation Services including the software and which is specified as such in Schedule 5 (Supplier, Authority and Third Party Software).

“Transfer” is given the meaning as specified in Schedule 1 (Specification).

“Transferring Contracts” shall be defined as set out in clause H9.5.

“Transition” is given the meaning as specified in Schedule 1 (Specification).

“Transport Supplier” is given the meaning as set out in clause F3.18.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“TUPE Information” means the information set out in clause B9.1.

“UK” means United Kingdom.

“UK GDPR” means the UK General Data Protection Regulation.

“Unavailable Guaranteed Block Bed Night Place” means a Guaranteed Block Bed Night place that is deemed unavailable according to the criteria stipulated at paragraph 5 of Schedule 2 (Prices and Invoicing).

“Valid Invoice” means an invoice containing the information set out in clause C1.3 or C1.4 and meeting the requirements of Schedule 2 (Prices and Invoicing).

“VAT” means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.



“Welfare Ad hoc Bed Night” means where the Authority authorises the purchasing of any unfilled Guaranteed Block Bed Nights by the welfare market, thereby deeming such a bed an Unavailable Guaranteed Block Bed Night(s) as detailed at paragraph 5 of Schedule 2 (Prices and Invoicing).

“Welsh Language Scheme” means the Authority’s Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

“Withdrawal Act” means the European Union (Withdrawal) Act 2018.

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

“YCS Approved Documentation” means the documents used for the purposes of case management and sentence planning held or created on YJAF or any replacement system (including AssetPlus documentation, reference to which is found throughout the national standards for youth justice services).

“Youth Custody Service (YCS)” means the new distinct department in HMPPS whose responsibilities include the placement of Children and Young People into custody and the delivery of secure services, both directly and via contractors.

“Youth Justice Assessment Framework (YJAF)” means the case management system that the youth secure estate and YOT use to read and create AssetPlus assessments. YJAF is an end to end system covering the Child or Young Person’s time in the youth justice system.

“Youth Justice Board (YJB)” means a non-departmental public body established by the Crime and Disorder Act 1998. The YJB’s legal duty is to advise the Secretary of State on matters relating to the youth justice system, to identify and share examples of good practice and to publish information about the system: reporting on how it is operating and how the statutory aim of the system (‘to prevent offending by children and young people’) can best be achieved.

“Youth Offending Team / Service (YOT/YOS)” means a multi-agency team in England and Wales that is coordinated by a Local Authority and work with children and their families to prevent of offending and re-offending. They also work with victims and local communities to enable children who have offered to repair the damage caused. YOTs are overseen by the YJB and include staff from the police, probation and health services. These may also be referred to as “Youth Justice Service” (YJS).

In the Contract, unless the context implies otherwise:



- (a) the singular includes the plural and vice versa unless the context requires otherwise;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) the annexes and Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the annexes and Schedules;
- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (i) references to the Contract are references to the Contract as amended from time to time; and
- (j) any reference in the Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the Withdrawal Act shall be read as a reference to the EU References as they form part of domestic law by virtue of section 3 of the Withdrawal Act as modified by domestic law from time to time; and
 - ii) any EU institution or EU authority or other such EU body shall be read as a reference to the UK institution, authority or body to which its functions were transferred.

A2 Authority Obligations



Save as otherwise expressly provided, the Authority's obligations under the Contract are the Authority's obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity.

A3 Supplier's Status

- A3.1 The Supplier is an independent contractor, acting in pursuance of its Statutory Functions and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.
- A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

A4 Mistakes in Information

- A4.1 The Supplier is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier in connection with the Accommodation Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.
- A4.2 This Contract is formed of these terms and conditions, the attached Schedules and any other documents the Parties expressly agree are included. If they conflict, the following order of precedence shall apply:
- (a) the Terms and Conditions;
 - (b) the Schedules (except the Standard Operating Procedures set out at Schedule 14);
 - (c) any other agreed documents; and
 - (d) Schedule 14 (the Standard Operating Procedures).

A5 Term

- A5.1 The Contract starts on (the "**Commencement Date**") and ends on 31 December 2032 (the "**End Date**") unless it is terminated early or extended in accordance with the Contract.



- A5.2 The Authority may extend the term of the Contract by giving the Supplier at least 3 months' notice before the end of the Initial Term ("**Extension**"). The terms of the Contract will apply throughout the period of any Extension.
- A5.3 The Supplier shall commence provision of the Accommodation Services in accordance with the requirements of this Contract from 01 January 2026, unless:
- (a) the Operational Services Milestone(s) have not been met to the Authority's reasonable satisfaction by the date set out in the Mobilisation Plan, in which case the Supplier shall commence provision of the Accommodation Services on the date on which the Operational Services Milestone(s) have been met to the Authority's reasonable satisfaction or such other date, or subject to such conditions as the Authority may reasonably require; or
 - (b) the Authority notified the Supplier in writing that the Accommodation Services shall commence on an alternative later date, in which case the Accommodation Services shall commence on such alternative later date,
- (the "**Accommodation Services Commencement Date**").

B. THE ACCOMMODATION SERVICES

B1 Basis of the Contract

- B1.1 In consideration of the Supplier's performance of its obligations under the Contract the Authority shall pay the Supplier the Price in accordance with clause C1.
- B1.2 The terms and conditions in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- B1.3 The Supplier shall ensure that it complies with and carries out the Accommodation Services and its other obligations under the Contract in accordance with the Performance Management Framework as set out in Schedule 8.
- B1.4 The Supplier shall deliver the Accommodation Services at Aycliffe Secure Centre, Newton, Aycliffe, DL5 6JB.
- The Accommodation Services shall include, but is not limited, to the provision of:
- (a) 8 Guaranteed Block Bed Nights at the Guaranteed Block Bed Night Price set out in Annex A of Schedule 2 (Prices and Invoicing); and
 - (b) any Spot Bed Nights which the Supplier is able to provide at the Spot Bed Night Price set out in Annex A of Schedule 2 (Prices and Invoicing).



- B1.5 In performing the Accommodation Services and carrying out its other obligations under this Contract, the Supplier shall do all things that are provided for in this Contract expressly, or by reasonable implication as being necessary to achieve the Accommodation Services.

B1A Mobilisation Plan

- B1A.1 The Parties shall comply with the provisions of Schedule 15 (Mobilisation Plan) in relation to the agreement and maintenance of the Detailed Mobilisation Plan.

- B1A.2 The Supplier shall:

- (a) comply with the Mobilisation Plan; and
- (b) ensure that each Milestone is achieved (to the Authority's reasonable satisfaction) on or before its Milestone Date.

- B1A.3 If the Supplier becomes aware that there is, or there is reasonably likely to be, a delay in the achievement of a Milestone by its Milestone Date or the design, development, testing or implementation of a Deliverable by the relevant date set out in the Mobilisation Plan, the Supplier shall promptly notify the Authority in writing, and shall use all reasonable endeavours to eliminate or mitigate the consequences of any delay or anticipated delay.

B2 Delivery of the Accommodation Services

- B2.1 The Supplier shall at all times comply with the BSI British Standards: Quality Standards. To the extent that the standard of the Accommodation Services has not been specified in the Contract, the Supplier shall agree the relevant standard of the Accommodation Services with the Authority prior to the supply of the Accommodation Services and, in any event, the Supplier shall perform its obligations under the Contract in accordance with Schedule 14 (the Standard Operating Procedures), the Law and Good Industry Practice.

- B2.2 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Accommodation Services and the performance of the Supplier's obligations under the Contract.

- B2.3 The Supplier shall at all times:



- (a) ensure that all Staff supplying the Accommodation Services 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 Accommodation Services;
- (b) ensure that all Staff are properly managed and supervised; and
- (c) comply with its obligations and the standards and requirements set out in Schedule 9 (Statutory Obligations and Corporate Social Responsibility).

B2.4 Not used.

B2.5 Not used.

B2.6 Not used.

B2.7 Not used.

B2.8 Not used.

B2.9 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Accommodation Services with those of the Authority and other contractors engaged by the Authority.

B2.10 Timely supply of the Accommodation Services is of the essence of the Contract, including in relation to commencing the supply of the Accommodation Services in accordance with Schedule 8 (Performance Management) within the time agreed or on the Accommodation Services Commencement Date or an alternative date specified by the Authority. If the Supplier fails to supply the Accommodation Services within the time promised or specified in the Specification, the Authority is released from any obligation to pay for the Accommodation Services and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.

B2.11 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Accommodation Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Supplier shall at its own expense (and without prejudice to any other rights and remedies of the Authority under this Contract) remedy such failure in the Accommodation Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.

B2.12 The Supplier shall throughout the Term maintain and annually update where required their standard operating procedure for providing the Accommodation Services. The Supplier shall ensure that any change to their policies and procedures within the



standard operating procedures are shared with the Authority as soon as possible thereafter.

- B2.13 The Supplier shall, provide the Authority with access to their most recent version of any or all standard operating procedures during the Mobilisation Period and, at the request of the Authority after the Accommodation Service Commencement Date.

B3 Equipment and Premises

- B3.1 The Supplier shall provide all the Equipment, Premises and resource necessary for the supply of the Accommodation Services.
- B3.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises which disrupts or interferes in the provision of the Accommodation Services without Approval unless such works are required as a matter of urgency for the security or safety of the Children and Young People attending the Premises.
- B3.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B3.4 Equipment brought onto the Premises remains the property of the Supplier.
- B3.5 Unless otherwise agreed by the Authority in writing, if the Authority reimburses the cost of any Equipment to the Supplier the Equipment shall become the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier shall keep a full and accurate inventory of such Equipment and deliver that inventory to the Authority on request and on completion of the Accommodation Services.
- B3.6 The Supplier shall maintain all Equipment and Premises in a safe, good repair and clean condition and as required by the Supplier's Statutory Functions, or otherwise as required for the proper delivery of the Accommodation Services.
- B3.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or otherwise potentially harmful to the Children and Young People attending at the Premises; and
 - (b) replace such item with a suitable substitute item of Equipment.



B3.8 During the Term, the Supplier shall provide to the Authority such reasonable access to the Premises as it may reasonably require in connection with the Accommodation Services.

B4 Key Personnel

B4.1 The Supplier acknowledges that Key Personnel are essential to the proper provision of the Accommodation Services.

B4.2 The Supplier shall notify the Authority as soon as reasonably practicable of any changes to the Key Personnel after the Commencement Date and warrants that it shall comply with all Laws in appointing the Key Personnel.

B5 Staff

B5.1 The Supplier shall ensure that all personnel deployed by it in the performance of the Accommodation Services and its other obligations under this Contract shall have appropriate experience, qualifications and competence.

B5.2 Not used.

B5.3 Not used

B5.4 Should a Party access the other Party's property (which in the case of the Supplier includes the Premises) in respect of this Contract, that Party shall comply with the reasonable security (which may include searches of any persons or vehicles engaged or used at the Authority's premises or in the provision of the Accommodation Services) and health and safety instructions of the other Party.

B5.5 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B5.6 All Staff shall be subject to pre-employment checks that include, as a minimum, their employment history for at least the last 3 years, identity, unspent criminal convictions and right to work (including nationality and immigration status) and shall be vetted in accordance with the BPSS or *the requirements set out in the Children's Regulations (including guidance)* or equivalent.

B5.7 The Supplier shall co-operate with any investigation relating to health, safety and security (including, without limitation, any investigation in connection with clause B5.9) carried out by the Authority or on behalf of the Authority and, at the Authority's request:



- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
- (b) provide documents, records or other material in whatever form which the Authority may reasonably request or which may be requested on the Authority's behalf, for the purposes of an investigation.

B5.8 The Supplier shall comply with the Authority Policies set out in Schedule 10 (Policies and Standards) and ensure that its staff comply with the same.

B5.9 The Authority may, by notice to the Supplier, refuse to provide permission or withdraw permission to remain engaged in the provision of Accommodation 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 would, in the Authority's reasonable opinion, provide a risk to the health and safety of Children and Young People and / or create a safeguarding concern by the Authority.

B6 Due Diligence

Save as the Authority may otherwise direct, the Supplier is deemed to have completed due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B7 Welfare Ad Hoc Bed Night

The Authority may from time to time, at its discretion, allow for a Guaranteed Block Bed Night to become a Welfare Ad hoc Bed Night if a Guaranteed Block Bed Night is vacant and therefore is deemed available. In making such decisions, the Authority shall consider the placement demands across the whole estate as well as the needs of Children and Young People currently placed within the estate. For the avoidance of doubt, the Supplier shall not be entitled to assign a Guaranteed Block Bed Night as a Welfare Ad hoc Bed Night without Approval from the Authority.

B7A Spot Bed Night

B7A.1 If there are no vacant Guaranteed Block Bed Nights, the Authority can request the Supplier provides a Spot Bed Night or a number of Spot Bed Nights by notifying the Supplier in writing and by telephone where required as a matter of urgency (the "**SBN Request**"). Following receipt of a SBN Request, the Supplier shall use all reasonable endeavours to allocate a Spot Bed Night to meet the requirements set out in the SBN Request and shall inform the Authority as soon as practicable and in any event within 1 hours if it is able to meet all or any of the requirements in the SBN Request. Where



the Supplier is able to meet part only of an SBN Request, the Authority may at its discretion agree an adjustment to the SBN Request or cancel the SBN Request. The Supplier acknowledges that the Authority offers no guarantee as to any volume of SBN Requests.

B7A.2 Once an SBN Request is approved and accepted, the Supplier shall confirm in writing the number of Spot Bed Nights to be provided and shall provide the Accommodation Services in accordance with this Contract in respect of such Spot Bed Nights.

B7A.3 The Authority may cancel a Spot Bed Night at any time where:

- (a) a Guaranteed Block Bed Night becomes available at the Premises, at which point the SBN shall automatically become a GBBN;
- (b) alternative suitable accommodation is found for the Children and Young People (in the absolute discretion of the Authority), which the Authority shall notify the Supplier; or
- (c) otherwise upon providing notice to the Supplier.

B7B Additional Services

B7B.1 Where notified by the Authority that a Child or Young Person has been identified by the Authority and/or Critical Case Panel (or other governance structure delivering such function) as having particular needs, the following process shall apply:

- (a) the Authority shall notify the Supplier that it requires Additional Services (the “**Additional Services Request**”), and the Additional Services Request shall include:
 - i) a summary of the particular needs or requirements of the Child or Young Person; and
 - ii) the proposed duration of the Additional Services (which for the avoidance of doubt can be amended at the Authority’s sole discretion).
- (b) the Supplier shall review the Additional Services Request, and having used all reasonable endeavours to make suitable recommendations and identify resources to meet the requirements of the Additional Services Requests, shall as soon as reasonably practicable (and in any case within 2 Working Days (or such other period as the Authority may agree having regard to the complexity of the Additional Service Request)) provide the Authority with a proposal setting out:



- i) any additional measures it recommends in accordance with Good Industry Practice and the requirements of any Laws to meet the requirements of the Additional Services Request; and
- ii) any Additional Service Fees (which shall be calculated in accordance with the pricing principles set out in paragraph 9 of Schedule 2 (Pricing and Invoicing);
- (c) the Authority shall review the proposal and the parties shall work together to agree the scope of the Additional Services and the Additional Services Fees, in writing in the form set out in the Additional Services Order template appended to Schedule 2 (Pricing and Invoicing).

B7B.2 Once agreed, the Supplier shall provide the Additional Services as set out in the Additional Services Order in accordance with the terms of this Contract, and the Authority shall pay the Additional Services Fees in accordance with Schedule 2 (Pricing and Invoicing). The Supplier shall provide all information and report as the Authority may reasonably request in respect of any Additional Services from time to time.

B7B.3 Should the Supplier consider that the Child or Young Person no longer requires the Additional Services and can instead be placed in a GBBN (or if no GBBN is available in a SBN) or placed in other accommodation by the Authority, the Supplier shall notify the Authority immediately, and should the Authority in its discretion agree, the parties shall work together to effect such move as soon as reasonably practicable and the Additional Services shall be terminated following such move with immediate effect.

B8 Offers of Employment

B8.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Staff)) of the other Party who are directly employed or engaged in connection with the provision of the Accommodation Services while such persons are employed or engaged and for a period of 6 months thereafter.

B8.2 If either Party breaches the clause B8.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment.

B8.3 The Parties hereby agree that the sum specified in clause B8.2 is a reasonable pre-estimate of the loss and damage which the Party not in breach would suffer if there was a breach of clause B8.1.

B9 Employment



- B9.1 No later than 12 months prior to the end of the Term, the Supplier shall fully and accurately disclose to the Authority all information the Authority may reasonably request in relation to the Staff including the following:
- (a) the total number of Staff whose employment/engagement terminates at the end of the Term, save for any operation of Law;
 - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B9.1 (a);
 - (c) the terms and conditions of employment/engagement of the Staff referred to in clause B9.1 (a), their job titles and qualifications;
 - (d) their immigration status;
 - (e) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
 - (f) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- B9.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Supplier shall give the Authority updated TUPE Information.
- B9.3 Each time the Supplier supplies TUPE Information to the Authority it warrants its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Supplier.
- B9.4 The Authority may use TUPE Information it receives from the Supplier for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Term. The Supplier shall provide the Replacement Supplier with such assistance as it shall reasonably request.
- B9.5 If TUPE applies to the transfer of the Accommodation Services on termination of the Contract, the Supplier indemnifies and keeps indemnified the Authority, the Crown and any Replacement Supplier against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Supplier may suffer or incur as a result of or in connection with:
- (a) the provision of TUPE Information;



- (b) any claim or demand by any Employee (whether in contract, tort or under statute) in each case arising directly or indirectly from any act, fault or omission of the Supplier or any Sub-Contractor in respect of any Employee on or before the end of the Term;
- (c) any failure by the Supplier or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Supplier to comply with its duties under regulation 13 of TUPE;
- (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
- (e) any claim by any person who is transferred by the Supplier to the Authority and/or a Replacement Supplier whose name is not included in the TUPE Information.

B9.6 If the Supplier is aware that TUPE Information has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date and accurate TUPE Information.

B9.7 This clause B9 applies during the Term and indefinitely thereafter.

B9.8 The Supplier undertakes to the Authority that, during the 12 months prior to the end of the Term the Supplier shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Supplier and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Accommodation Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Accommodation Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse



impact upon the delivery of the Accommodation Services by the Supplier, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Accommodation Services); or

- (d) recruit or bring in any new or additional individuals to provide the Accommodation Services who were not already involved in providing the Accommodation Services prior to the relevant period.

B10 Safeguarding children and vulnerable adults

B10.1 The Parties acknowledge that the Supplier is a Regulated Activity supplier 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.

B10.2 The Supplier shall:

- (a) ensure that all individuals engaged in a Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (**DBS**);
- (b) monitor the level and validity of the checks under this clause B10.2 for each member of Staff;
- (c) ensure that it has in place a policy which requires the checks under this clause B10.2 to be renewed in line with Good Industry Practice, and in any event, at least every three (3) years or when requested by the Authority;
- (d) ensure that it complies with clause F3.18; and
- (e) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out a Regulated Activity or who may otherwise present a risk to Children and Young People.

B10.3 The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Accommodation Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder.

B10.4 The Supplier shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause B10 have been met.



- B10.5 The Supplier shall refer information about any person carrying out the Accommodation Services to the DBS where it removes permission for such person to carry out the Accommodation Services (or would have, if such person had not otherwise ceased to carry out the Accommodation Services) because, in its opinion, such person has harmed or poses a risk of harm to the Children and Young People.
- B10.6 The Supplier shall immediately notify the Authority if it has reasonable grounds to believe that any individual or member of staff involved in the provision of the Accommodation Services has conducted any inappropriate behaviour (regardless of whether this would be considered a criminal offense) whilst either providing the Accommodation Services or a similar service to another client from the Premises which puts at risk the health, safety and/or security of the Children and Young People.
- B10.7 The Supplier shall comply with applicable Law and guidance relevant to the safeguarding and working with Children and Young People, including but not limited to Schedule 2 of the Children's Homes (England) Regulations 2015.

C. PAYMENT

C1 Payment and VAT

- C1.1 The Supplier shall submit invoices to the Authority in accordance with this clause C1 and Schedule 2 (Prices and Invoicing).
- C1.2 The Authority issues Purchase Orders using Basware and, unless Approved otherwise, the Supplier shall, when invited, register on Basware.
- C1.3 If the Supplier registers on Basware, a Valid Invoice is an invoice issued through Basware, unless the invoice contains:
- (a) additional lines not included in the relevant Purchase Order;
 - (b) line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order; or
 - (c) Prices and/or volumes which have been increased without Approval.
- C1.4 If, with Approval, the Supplier does not register on Basware, a Valid Invoice is an invoice which complies with clauses C1.5 to C1.7.
- C1.5 Other than invoices submitted through Basware, all invoices submitted to the Authority must clearly state the word 'invoice' and contain:
- (a) a unique identification number (invoice number);



- (b) the Supplier's name, address and contact information;
- (c) the name and address of the department/agency in the Authority with which the Supplier is working;
- (d) a clear description of the services being invoiced for;
- (e) the date the services were provided;
- (f) the date of the invoice;
- (g) the amount being charged;
- (h) VAT amount if applicable;
- (i) the total amount owed;
- (j) the Purchase Order number; and
- (k) the amount of the invoice in sterling or any other currency which is Approved.

C1.6 Other than invoices submitted through Basware, all invoices submitted to the Authority must meet the following criteria:

- (a) email size must not exceed 4mb;
- (b) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files;
- (c) any supporting information, backing data etc. must be contained within the invoice PDF file;
- (d) not contain any lines for items which are not on the Purchase Order;
- (e) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity; and
- (f) if required by the Authority, be submitted in a structured electronic invoice in an Electronic Data Interchange or XML formats.

C1.7 Other than invoices submitted through Basware, all invoices submitted to the Authority must, if requested by the Authority, include:



- (a) timesheets for Staff engaged in providing the Accommodation Services signed and dated by the Authority's representative on the Premises on the day;
- (b) the name of the individuals to whom the timesheet relates and hourly rates for each;
- (c) identification of which individuals are Supplier's staff and which are Sub-Contractors' staff;
- (d) the address of the Premises and the date on which work was undertaken;
- (e) the time spent working on the Premises by the individuals concerned;
- (f) details of the type of work undertaken by the individuals concerned;
- (g) details of plant or materials operated and on standby;
- (h) separate identification of time spent travelling and/or meal or rest breaks; and
- (i) if appropriate, details of journeys made and distances travelled.

C1.8 The Authority shall not pay an invoice which is not a Valid Invoice.

C1.9 The Authority shall not pay the Supplier's overhead costs unless Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Accommodation Services.

C1.10 Not used.

C1.11 Not used.

C1.12 Not used.

C1.13 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.

C1.14 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.

C1.15 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C1.



C1.16 The Supplier shall:

- (a) add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT;
- (b) ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and
- (c) not suspend the Accommodation Services unless the Supplier is entitled to terminate the Contract under clause H2.4 for failure to pay undisputed sums of money.

C1.17 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

C1.18 The Authority shall:

- (a) in addition to the Price and following receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Accommodation Services supplied in accordance with the Contract; and
- (b) pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.

C1.19 If the Authority fails to pay any undisputed invoices under the Contract, the Supplier may charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

C2 Recovery of Sums Due

C2.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the



Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.

- C2.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C2.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- C2.4 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.

C3 Price During Extension

Subject to Schedule 2 (Prices and Invoicing) and clause F4 (Change), the Price applies for the Initial Term and until the end of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

D. PROTECTION OF INFORMATION

D1 Authority Data

- D1.1 The Supplier shall:
- (a) not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise Approved;
 - (b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
 - (c) not delete or remove any proprietary notices contained within or relating to the Authority Data;
 - (d) to the extent that Authority Data is held and/or processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;



- (e) perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request;
- (f) ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;
- (g) identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data;
- (h) during the Mobilisation Period and on the Authority's request from time to time, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of Personal Data, and its procedures for reducing risk; and
- (i) notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason.

D1.2 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data and be repaid by the Supplier any reasonable costs incurred in doing so.

D2 Data Protection and Privacy

D2.1 The Parties acknowledge that for the purposes of Data Protection Law, the Authority and the Supplier are joint Controllers of the Authority Data and the Supplier is to process Authority Data in accordance with this clause D2. The Parties acknowledge that the Supplier will be responsible for inputting Authority Data into both the YJAF system or any replacement system (owned and managed by the Authority) and the Information Management System (owned and managed by the Supplier) and that the same Authority Data may be recorded in both systems.

D2.2 The Supplier shall:

- (a) notify the Authority immediately if it considers any Authority instructions infringe Data Protection Law;



- (b) during the Mobilisation Period and at request from time to time at its own cost, provide all reasonable assistance to the Authority in the preparation of a, or supply of a copy of its own, DPIA prior to starting any processing. Such assistance may, at the Authority's discretion, include:
 - i) a systematic description of the envisaged Processing and the purpose of the Processing;
 - ii) an assessment of the necessity and proportionality of the Processing operations in relation to the Accommodation Services;
 - iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Authority Data,
- (c) in relation to any Authority Data Processed in connection with its obligations under the Contract, ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event which the Authority may reasonably reject. If the Authority reasonably rejects the Protective Measures put in place by the Supplier, the Supplier shall propose alternative Protective Measures to the satisfaction of the Authority. If the Authority does not reject the proposed Protective Measures this does not mean they are Approved. Protective Measures must take account of the nature of the Authority Data to be protected, the harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures,
- (d) ensure that:
 - i) Staff do not Process Authority Data except as the Supplier deems necessary in delivery of the Services and detailed in their DPIA;
 - ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to Authority Data and ensure that they:
 - A) are aware of and comply with the Supplier's duties under this clause D2;
 - B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C) are informed of the confidential nature of the Authority Data and do not publish, disclose or divulge any of the Authority Data to any third party



unless directed in writing to do so by the Authority or as otherwise allowed under the Contract;

- D) have undergone adequate training in the use, care, protection and handling of the Authority Data
- (e) where the Authority Data is subject to UK GDPR, not transfer it outside of the UK unless Approved and:
 - i) the destination country has been recognised as adequate by the Government in accordance with Article 45 of the UK GDPR (or s.74 of DPA);
 - ii) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or s.75 of the DPA) as determined by the Authority;
 - iii) the Data Subject has enforceable rights and effective legal remedies;
 - iv) the Supplier complies with its obligations under Data Protection Law by providing an appropriate level of protection to any Authority Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - v) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Authority Data
- (f) at the written direction of the Authority, delete or return Authority Data (and any copies of it) stored on YJAF and/or any other system not under the control of the Supplier to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Authority Data;
- (g) subject to clause D2.3, notify the Authority immediately if it:
 - i) receives a Data Subject Request (or purported Data Subject Request);
 - ii) receives a request to rectify, block or erase any Authority Data;
 - iii) receives any other request, complaint or communication relating to either Party's obligations under Data Protection Law;
 - iv) receives any communication from the ICO or any other regulatory authority in connection with Authority Data Processed under the Contract;



v) receives a request from any third party for disclosure of Authority Data where compliance with such request is required or purported to be required by Law; or

vi) becomes aware of a Data Loss Event.

D2.3 The Supplier's obligation to notify under clause D2.2 (g) includes the provision of further information to the Authority as details become available.

D2.3A In respect of Authority Data, the Supplier will be responsible for the term of the contract for:

- (a) providing information to Data Subjects under Article 13 and 14 of UK GDPR;
- (b) responding to Data Subject access requests under Article 15-22 of UK GDPR;
- (c) notifying the Information Commissioner (and where appropriate, Data Subjects) where necessary about data breaches; and
- (d) maintaining records of data processing under Article 30 of UK GDPR;

as it would if it were the sole Data Controller of the Authority Data.

D2.4 Taking into account the nature of the Processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Law and any complaint, communication or request made under clause D2.2 (g) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- (a) the Authority with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in Data Protection Law;
- (c) the Authority, at its request, with any Authority Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Authority following any Data Loss Event; and
- (e) assistance as requested by the Authority with respect to any request from the ICO or any consultation by the Authority with the ICO.



- D2.5 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with clause D2.
- D2.6 The Supplier shall allow audits of its Processing activity by the Authority or the Authority's designated auditor.
- D2.7 The Supplier shall designate a Data Protection Officer if required by Data Protection Law.
- D2.8 Before allowing any Sub-processor to Process any Authority Data in connection with the Contract, the Supplier shall:
- (a) notify the Authority in writing of the intended Sub-processor and Processing;
 - (b) enter into a written agreement with the Sub-processor which gives effect to the terms set out in clause D2 such that they apply to the Sub-processor; and
 - (c) provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.
- D2.9 The Supplier remains fully liable for the acts and omissions of any Sub-processor.
- D2.10 The Parties shall take account of any guidance published by the ICO and, notwithstanding the provisions of clause F4, the Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance published by the ICO.
- D2.11 In relation to Processing Authority Data for Law Enforcement Purposes, the Supplier shall:
- (a) maintain logs for its automated Processing operations in respect of:
 - i) collection;
 - ii) alteration;
 - iii) consultation;
 - iv) disclosure (including transfers);
 - v) combination; and
 - vi) erasure.
- (together the "**Logs**").



- (b) ensure that:
 - i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
 - ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
 - iii) the Logs are made available to the ICO on request
- (c) use the Logs only to:
 - i) verify the lawfulness of Processing;
 - ii) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
 - iii) ensure the integrity of Authority Data; and
 - iv) assist with criminal proceedings
- (d) as far as possible, distinguish between Authority Data based on fact and Authority Data based on personal assessments; and
- (e) where relevant and as far as possible, maintain a clear distinction between Authority Data relating to different categories of Data Subject, for example:
 - i) persons suspected of having committed or being about to commit a criminal offence;
 - ii) persons convicted of a criminal offence;
 - iii) persons who are or maybe victims of a criminal offence; and
 - iv) witnesses or other persons with information about offences.

D2.12 This clause D2 applies during the Term and indefinitely after its expiry.

D3 Official Secrets Acts and Finance Act

D3.1 The Supplier shall comply with:



- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

D4 Confidential Information

- D4.1 Except to the extent set out in clause D4 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- D4.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.
- D4.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause.
- D4.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.
- D4.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in providing the Accommodation Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- D4.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.
- D4.7 Clause D4.1 shall not apply to the extent 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 EIR;
 - (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 the Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

D4.8 Nothing in clause D4.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:

- (a) for the purpose of the examination and certification of the Authority's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (c) to Parliament and Parliamentary committees;
- (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all Government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other Government departments 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 Government department or any Contracting Authority; or
- (e) to any consultant, contractor or other person engaged by the Authority,

provided that in disclosing information under clauses D4.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

D4.9 Nothing in clauses D4.1 to D4.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

D4.10 The Authority shall use reasonable endeavours to ensure that any Government department, Contracting Authority, employee, third party or Sub-Contractor to whom



the Supplier's Confidential Information is disclosed pursuant to clause D4.8 is made aware of the Authority's obligations of confidentiality.

D4.11 If the Supplier does not comply with clauses D4.1 to D4.8 the Authority may terminate the Contract immediately on notice.

D4.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Accommodation Services, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

D4.13 The Supplier shall:

- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Accommodation Services and will keep a record of such breaches;
- (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
- (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
- (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause D4.12.

D5 Freedom of Information

D5.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.

D5.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:

- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
- (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
- (c) not respond directly to a Request for Information unless authorised to do so in writing by the Authority.



- D5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.
- D5.4 Should the Supplier receive either an FOI or EIR request for which it is responsible but which reasonably relates to the Accommodation Services or this Contract then it shall inform the Authority of the same within 2 Working Days of receipt.

D6 Publicity, Media and Official Enquiries

- D6.1 The Supplier shall not:
- (a) make any press announcements or publicise the Contract or its contents in any way;
 - (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order; or
 - (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders
- without Approval.
- D6.2 Each Party acknowledges that nothing in the Contract either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Accommodation Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.
- D6.3 The Supplier shall use reasonable endeavours to ensure that its Staff and professional advisors comply with clause D6.1.

E. INTELLECTUAL PROPERTY

E1 Intellectual Property Rights

- E1.1 All Intellectual Property Rights:
- (a) which existed and were vested in the Supplier prior to the Commencement Date; or
 - (b) which may be created during the Term of the Contract by the Supplier in carrying out delivery of the Accommodation Services including (without limitation) the Results,



shall vest, and remain vested, in the Supplier.

E1.2 All Intellectual Property Rights which existed and were vested in the Authority prior to the Commencement Date shall vest, and remain vested, in the Authority.

E1.3 The Supplier hereby grants:

- (a) a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to the Authority for all Intellectual Property Rights detailed at E1.1(b), for use by the Authority to use at its discretion without limitation;
- (b) to the Authority, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date; any Supplier Software, or any Third Party Software which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Accommodation Services).

and shall execute all documents and do all acts as are necessary to execute these grants.

E1.4 The Supplier shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third-party owner of any Intellectual Property Rights that are or which may be used to perform the Accommodation Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority 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, worldwide and irrevocable and include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Accommodation Services; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses,



charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E1.4, except to the extent that any such claim results directly from:

- i) items or materials based upon designs supplied by the Authority; or
- ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.

E1.5 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.

E1.6 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and
- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E1.7 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause E1.7 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E1.4(d) i) and ii).

E1.8 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.

E1.9 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld



or delayed), shall (without prejudice to the rights of the Authority under clauses E1.4 (b) and G2.1 (g)) use its best endeavours to:

- (a) modify any or all of the Accommodation 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; or
- (b) procure a licence to use the Intellectual Property Rights and supply the Accommodation Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Supplier is unable to comply with clauses E1.9 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.

- E1.10 The Authority grants hereby grants or shall procure the granting of a royalty-free, irrevocable, worldwide, non-exclusive licence to the Supplier in respect of the Authority Software and any other Intellectual Property Rights of the Authority as required for the provision of the Accommodation Services during the Term solely for the purpose of providing the Accommodation Services.

F. CONTROL OF THE CONTRACT

F1 Contract Performance

- F1.1 The Supplier shall immediately inform the Authority if any of the Accommodation Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.
- F1.2 At or around 6 months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a **"Review"**). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):
- (a) the Supplier's delivery of the Accommodation Services;
 - (b) the Supplier's contribution to innovation in the Authority; whether the Accommodation Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Accommodation Services;



- (c) a review of future requirements in relation to the Accommodation Services; and
- (d) progress against key milestones.

- F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.
- F1.4 Without prejudice to any other remedies of the Authority under this Agreement, the Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Accommodation Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.
- F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.
- F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.
- F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.
- F1.8 The Supplier shall notify the Authority:
- (a) no later than 6 months prior to the expiry of the Premises' registration as a secure unit. The Supplier shall confirm to the Authority whether they are applying for renewal of the registration and if so, whether they are aware of any circumstances as to why the renewal application would not be successful;
 - (b) immediately if:
 - i) the Premises' continuing registration as a Children's Home is revoked, in doubt or a decision to suspend registration is pending;
 - ii) the Premises' licensing as a secure unit is revoked, in doubt or a decision to suspend the licence is pending;



- iii) conditions are imposed or are likely to be imposed on the Premises' licensing that would impact on the Supplier's ability to deliver the Service Specification; or
- iv) if registration or licence relating to the Premises are cancelled or conditions are imposed that limit the Authority's ability to place a Child or Young Person.

F1A Changes to CDI's and Performance Points

F1A.1 Not more than once in each Contract Year the Authority may, on giving the Supplier at least 3 months' written notice change the:

- (a) performance points that applies in respect of one or more specific CDI's; and/or
- (b) vary the Measure of CDI; and/or
- (c) add a new CDI or remove an existing CDI.

F1A.2 The Supplier shall not be entitled to object to any changes made by the Authority under Clause F1A.1, or increase the Prices as a result of such changes provided that:

- (a) the principal purpose of the change is to reflect changes in the Authority's business requirements and/or priorities or to reflect changing industry standards or a change in required under Law or policy; and
- (b) there is no change to the cap set out at paragraph 6.1 of Schedule 2 (Prices and Invoicing).

F2 Remedies

F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights and remedies under this Contract (including without limitation under clause H2 (Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Accommodation Services from an alternative supplier until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier will be able to supply the Accommodation Services in accordance with the Specification;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Accommodation Services only (whereupon a corresponding reduction



in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Accommodation Services;

- (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (d) terminate the Contract in accordance with clause H2.

F2.2 Without prejudice to its right under clause C2 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Accommodation Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Accommodation Services.

F2.3 If the Supplier has been notified of an instance of Reduced Performance in accordance with Schedule 8 (Performance Management Framework), the Authority may:

- (a) direct the Supplier to prepare and comply with an Improvement Plan in accordance with the requirements in Schedule 8 (Performance Management Framework) ; and/or
- (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

F3 Transfer and Sub-Contracting

F3.1 Except where both clauses F3.9 and F3.10 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval (and in the case of escorting transport services without both Approval and compliance with clause F3.18). All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.

F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Accommodation Services fully in accordance with the Contract.

F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Accommodation Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause F5 (Audit). If any Sub-Contractor does not allow the Authority access to the records the Authority has



no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.

F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:

(a) the Sub-Contract contains:

- i) a right for the Supplier to terminate if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Law, environmental, social or labour law; and
- ii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Contract in respect of data protection in clauses D1 and D2

(b) the Sub-Contractor includes a provision having the same effect as set out in this clause F3.4 (a) in any Sub-Contract which it awards; and

(c) copies of each Sub-Contract are sent to the Authority immediately after their execution.

F3.5 Unless Approved otherwise, if the total value of the Contract over the Term is, or is likely to be, in excess of £5,000,000, the Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Accommodation Services:

(a) advertise on Contracts Finder those that have a value in excess of £25,000;

(b) within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor;

(c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term;

(d) provide reports on the information in clause F3.5 (c) to the Authority in the format and frequency reasonably specified by the Authority;

(e) promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and

(f) ensure that each advertisement placed pursuant to F3.5 (a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.



F3.6 The Supplier shall, at its own cost, supply to the Authority by the end of April each year for the previous Financial Year:

- (a) the total revenue received from the Authority pursuant to the Contract;
- (b) the total value of all its Sub-Contracts;
- (c) the total value of its Sub-Contracts with SMEs; and
- (d) the total value of its Sub-Contracts with VCSEs.

F3.7 The Authority may from time to time change the format and the content of the information required pursuant to clause F3.6.

F3.8 If the Authority believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations (or in the event that the Contract is signed following the entry into force of the Procurement Act, a Sub-Contractor is an excluded supplier for the purpose of section 57(1)(a) of the Procurement Act), the Supplier shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations (or in the event that the Contract is signed following the entry into force of the Procurement Act, the Sub-Contractor is an excludable supplier for the purpose of section 57(2)(a) of the Procurement Act), the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.

F3.9 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C1 (Payment and VAT)). Any assignment under clause F3.9 is subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C2 (Recovery of Sums Due);
- (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F3.10 and F3.11.

F3.10 If the Supplier assigns the right to receive the Price under clause F3.9, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.



- F3.11 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority can make payment.
- F3.12 Clause C1 continues to apply in all other respects after the assignment and shall not be amended without Approval.
- F3.13 Subject to clause F3.14, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority;
 - (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
 - (c) any private sector body which substantially performs the functions of the Authority
- provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.
- F3.14 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.15, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.
- F3.15 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F3.13 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):
- (a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect 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 Supplier.
- F3.16 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier'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.



- F3.17 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 Contract.
- F3.18 In the event that the Supplier is required to transport Children and Young People ("**Escorting Transport Services**"):
- (a) the Escorting Transport Services shall be completed in accordance with paragraph 3.25 of Schedule 1 (Specification);
 - (b) in the event that the Escorting Transport Services are not provided by either the Supplier or the MoJ's Prisoner Escort Services Contracts, the supplier of the Escorting Transport Services (the "**Transport Supplier**") must be on a list of suppliers Approved by the Authority. Such list shall be submitted to the Authority for review during the Mobilisation Period. Any updates to the list shall be submitted to the Authority for Approval. For the avoidance of doubt, the Approval of any Transport Supplier is at the sole discretion of the Authority;
 - (c) and for the avoidance of doubt, the Authority shall not make any additional payments in respect of the Escorting Transport Services and therefore any costs associated with the Escorting Transport Services and/or the Transport Supplier shall be included in the Price.

F4 Change

- F4.1 After the Commencement Date, either Party may request a Change subject to the terms of this clause F4.
- F4.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3 (Change Control). The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. Except in respect of a Mandatory Change, if the receiving Party accepts the Change it shall confirm it in writing to the other Party.
- F4.3 Except in respect of a Mandatory Change, if the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Supplier to fulfil its obligations under the Contract without the Change;
 - or



(b) terminate the Contract immediately except where the Supplier has already delivered all or part of the Accommodation Services or where the Supplier 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. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I1 (Dispute Resolution).

- F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- F4.5 The Supplier is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.
- F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.
- F4.7 During the Term, and subject to the terms of Clause I10 (Change in Law) the Parties acknowledge that the Authority's operational and other requirements in respect of the Accommodation Services will change from time to time, necessitating a Change (a "**Mandatory Change**"). Without limitation, the following is a non-exhaustive list of the circumstances which may constitute a Mandatory Change:
- (a) an expansion or reduction of demand for the Accommodation Services meaning the Authority needs to amend the quantity of GBBN;
 - (b) pressures on the Authority's budget for the Accommodation Services; and/or
 - (c) changes to the terminology used of a third party which results in any CDI no longer being valid.
- F4.8 Should the Authority require a Mandatory Change, the Authority shall provide the Supplier with three (3) months' written notice in the form of the Change Request Form set out in Schedule 3 and the Supplier shall assess such Mandatory Change in accordance with Clause F4.2.
- F4.9 The Parties shall work together in good faith to agree the form of CCN required to give effect to the Mandatory Change. If the Parties cannot reach agreement in respect of the implementation of the Mandatory Change, the Supplier shall follow the reasonable instructions of the Authority (provided that such instructions do not require the Supplier to be in breach of its Statutory Functions) in relation to the implementation of the



Mandatory Change and the Parties shall as soon as reasonably practicable document any amendments to this Agreement required to give effect to such Mandatory Change.

F4A Premises Change

F4A.1 Notwithstanding the timing requirements in this clause F4A, the Supplier shall notify the Authority at the earliest possible opportunity if it intends to make a Premises Change during the Term.

F4A.2 The Supplier shall notify the Authority in writing 12 months prior to any confirmed Premises Change.

F4A.3 Within 6 months of the Notice in clause FA.1 the Supplier shall provide to the Authority for Approval by the Authority :

(a) a transition plan (the “**Premises Transition Plan**”) which includes:

- i) details of how the Premises Change will be conducted without disruption to the Accommodation Services;
- ii) details of how any Authority Data will be transferred to the New Premises;
- iii) how the Children and Young People will be transferred to the New Premises;
- iv) how the Accommodation Services will be delivered in accordance with the Specification at the New Premises,

(b) if requested, a project plan detailing the proposed timescales and key milestones for the Premises Change;

(c) if relevant, the Supplier's proposals for any Changes required to the Accommodation Services, Contract or the Price (in each case subject to the Supplier mitigating the impact of any Premises Change on the same); and

(d) any further information that the Authority reasonably requests.

F4A.4 The Supplier shall consult with the Authority in connection with any Premises Change and shall update the Premises Transition Plan in response to any reasonable request of the Authority. The Authority shall review and provide Approval (if not in dispute) within 1 month of receipt of the Premises Transition Plan and all relevant information. The Parties shall escalate any dispute in connection with the Approval of the Premises Transition Plan to the Dispute Resolution process in Clause I1.



- F4A.5 Once Approved, the Supplier shall carry out any Premises Change in accordance with the Premises Transition Plan and shall review the Premises Transition Plan on a monthly basis, notifying the Authority of during the performance of the Premises Transition Plan.
- F4A.6 During the performance of the Premises Transition Plan, the Supplier shall provide written notification to the Authority at the earliest possible opportunity of:
- (a) any actual or anticipated delay in the delivery of the Premises Transition Plan, providing full details of all steps it has taken to mitigate the impact on the delivery of the Accommodation Services resulting from such Delay; and
 - (b) any proposed material changes necessary for the Premises Transition Plan or other relevant documents (as provided in accordance with F4A.3).
- F4A.7 On receipt of any proposed material change notification (in accordance with clause F4A.6) the Authority shall review and provide approval (if not in dispute) without unreasonable delay. The Parties shall escalate any dispute in connection with the approval of any material changes to the Premises Transition Plan to the Dispute Resolution process in Clause I1.
- F4A.8 For the avoidance of doubt, any changes required to the Contract as a result of the Premises Change will be subject to the Change procedure set out at clause F4.

F5 Audit

- F5.1 The Supplier shall:
- (a) keep and maintain for 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of its compliance with, and discharge of its obligations under the Contract including the Accommodation Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
 - (b) on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract; and
 - (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Accommodation Services.
- F5.2 The Authority, acting by itself or through its duly authorised representatives and/or the National Audit Office, may, during the Term and for a period of 18 months thereafter,



assess compliance by the Supplier of the Supplier's obligations under the Contract, including to:

- (a) verify the accuracy of the Price and any other amounts payable by the Authority under the Contract;
- (b) verify the Open Book Data;
- (c) verify the Supplier's compliance with the Contract and applicable Law;
- (d) identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority has no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any guarantor or their ability to perform the Accommodation Services;
- (f) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
- (g) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (h) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (i) verify the accuracy and completeness of any Management Information or reports delivered or required by the Contract;
- (j) review the Supplier's compliance with the Authority's policies and standards; and/or
- (k) review the integrity, confidentiality and security of the Authority Data

and the Supplier (and its agents) shall permit access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Authority (or those acting on its behalf) may reasonably require for the purposes of conducting such an audit.

- F5.3 The Supplier (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably



require for the purposes of conducting a financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

- F5.4 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Accommodation Services. The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.
- F5.5 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under clause F5, unless the audit identifies a Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

G. LIABILITIES

G1 Liability, Indemnity and Insurance

- G1.1 Neither Party limits its liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - (d) any breach of clauses D1, D2 or D4 or Schedule 9; or
 - (e) any liability to the extent it cannot be limited or excluded by Law.
- G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Accommodation Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises or any Authority 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 Supplier, or any other loss which is caused directly by any act or omission of the Supplier.



- G1.3 Subject to clause G1.1 the Supplier's aggregate liability in respect of the Contract does not exceed 150% of the Price payable in the previous calendar year of the Contract per Contract Year (and in year one of the term 150% of the Price payable in the first Contract Year) in respect of all other losses.
- G1.4 Both Parties shall take reasonable steps to mitigate any loss.
- G1.5 Subject to clause G1.1 and the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract per Contract Year.
- G1.6 The Supplier is not 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 Authority or by breach by the Authority of its obligations under the Contract.
- G1.7 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:
- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - (b) any wasted expenditure or charges;
 - (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;
 - (d) any compensation or interest paid to a third party by the Authority; and
 - (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.
- G1.8 Subject to clauses G1.1 and G1.6, neither Party is liable to the other for any:
- (a) loss of profits, turnover, business opportunities or damage to goodwill; or
 - (b) indirect, special or consequential loss.
- G1.9 Without prejudice to its obligations to the Authority under the Contract, including its indemnity and liability obligations, the Supplier shall for the periods specified in Schedule 7 (Insurance Requirements) take out and maintain, or procure the taking out and maintenance of the insurances as set out in Schedule 7 (Insurance Requirements)



and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.

- G1.10 The Insurances shall be maintained on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time.
- G1.11 The Insurances shall be taken out and maintained with insurers who are of good financial standing; appropriately regulated and of good repute in the international insurance market.
- G1.12 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.
- G1.13 The Supplier shall upon the Commencement Date and within 15 Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this clause G1. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.
- G1.14 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- G1.15 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.
- G1.16 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in Schedule 7 (Insurance Requirements). Where the Supplier intends to claim under any of the Insurances for an amount or amounts that are significant in the opinion of the Authority for any matters that are not related to the Services and/or the Contract, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, the Supplier shall promptly notify the Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in Schedule 7 (Insurance Requirements).



- G1.17 The Supplier shall notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- G1.18 The Supplier shall maintain a register of all claims under the Insurances in connection with this Contract and shall allow the Authority to review such register at any time.
- G1.19 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- G1.20 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

G2 Warranties and Representations

- G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:
- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
 - (b) in entering the Contract, it has not committed any fraud;
 - (c) as at the Commencement Date, all information contained in the Response or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
 - (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is 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 an 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 (or, to the best of its knowledge, are threatened) for the winding up of the Supplier 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 Supplier's assets or revenue;

- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any materials set out in clause E1.1(b);
- (i) in the 3 years (or period of existence if the Supplier has not been in existence for 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;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.2 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

G3 Tax Compliance

G3.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and



(b) promptly give the Authority:

- i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
- ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

G3.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Accommodation Services by the Supplier or any Staff.

H. DEFAULT, DISRUPTION AND TERMINATION

H1 Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier:

- (a) has a receiver, administrative receiver or similar officer appointed over the whole or any part of its business or assets;
- (b) is declared bankrupt by a Court or a body with suitable authority;
- (c) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (d) is subject to powers under s. 114 Local Government Finance Act; or
- (e) any event similar to these listed in H1.1 occurs under the law of any other jurisdiction.

H1.2 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 ("**Change of Control**"). The Authority may terminate the Contract with



immediate effect by notice and without compensation to the Supplier 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 Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

H2 Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 The Authority may terminate the Contract:

- (a) immediately if the Supplier has not, in performing the Accommodation Services, complied with its legal obligations in respect of environmental, social or labour law;
- (b) immediately if the Authority has assessed that the Children and Young People are at risk or the placement is unsafe. This will be in the following circumstances:
 - v) the Premises' continuing registration as a Children's Home is revoked, in doubt or a decision to suspend registration is pending;
 - vi) the Premises' licensing as a secure unit is revoked, in doubt or a decision to suspend the licence is pending;
 - vii) conditions are imposed or are in the Authority's opinion are likely to be imposed on the Premises' licensing that would impact on the Supplier's ability to deliver the Service Specification;
 - viii) if registration or licence relating to the Premises are cancelled or conditions are imposed that limit the Authority's ability to place a Child or Young Person



(for example issues identified during an Inspection give the Authority sufficient cause for concern to remove young people from the Premises),

- (c) immediately if the Authority has reasonably deemed Children and Young People to be at risk and has suspended placements and/or removed Children and Young People from the Premises as stipulated at section 5.2 of Schedule 2 (Prices and Invoicing);
- (d) on no more than four months' notice if the Authority becomes aware the Supplier has been charging the Authority above the Full Economic Cost in providing the Accommodation Service; or
- (e) on no more than four months' notice if any person employed at the Secure Children's Home is charged with an offence mentioned in the First Schedule to the Children and Young Persons Act 1933, and the Supplier does not upon becoming aware of the charge suspend the person immediately.

H2.3 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.4 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C2.1 or to a Force Majeure Event.

H3 Termination on Notice

H3.1 The Authority may terminate the Contract at any time by giving not less than 4 months' notice to the Supplier.

H4 Other Grounds

H4.1 The Authority may terminate the Contract as otherwise set out in this Contract.

H5 Consequences of Expiry or Termination

H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Accommodation Services the Authority may recover from the Supplier the cost reasonably incurred of making those other



arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.

- H5.2 If the Contract is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Accommodation Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.
- H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Accommodation Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.
- H5.4 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 prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
 - (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C1 (Payment and VAT), C2 (Recovery of Sums Due), D2 (Data Protection and Privacy), D3 (Official Secrets Acts and Finance Act), D4 (Confidential Information), D5 (Freedom of Information), E1 (Intellectual Property Rights), F5 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H6 (Recovery), H7 (Retendering and Handover), H8 (Termination Services), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), I12 (Governing Law and Jurisdiction) and paragraph 9 of Schedule 9.
- H5.5 Except where this Contract provides otherwise, all licences and authorisations granted by the Authority to the Supplier and the Sub-Contractors in relation to the Accommodation Services shall be terminated with effect from the Expiry Date.

H6 Recovery

- H6.1 Prior to the Expiry Date or, if later, the end of any Termination Assistance Period, the Supplier shall obtain direction from the Authority as to which data and documents (including Personal Data and Recordings) relating to the delivery of the Accommodation Services shall be destroyed (and their manner of destruction), which data and documents shall be retained by the Supplier and which data and documents shall be returned to the Authority in compliance with clause H6.2.



H6.2 On expiry or termination of the Contract for any reason or, if later, the end of any Termination Assistance Period, the Supplier shall, at its cost and expense with without prejudice its obligations at clause H9, save as directed otherwise under this Clause H6:

- (a) return to the Authority (or if directed, transfer to the Replacement Supplier) such of the following as is in the Supplier's or a Sub-Contractor's possession or control:
 - i) all documentation (including any Results) relating to the Children and Young People or the Accommodation Services that the Authority notifies is required by the Authority for use by the Replacement Supplier or by the Authority;
 - ii) all hardware and software comprised within the Authority System and any other software licensed by the Authority to the Supplier under this Contract;
 - iii) all materials in which the Intellectual Property Rights are owned by or licensed to the Authority (other than by the Supplier);
 - iv) all computerised filing, recordings (including CCTV footage), documentation, planning and drawings used in the provision of the Accommodation Services (in a fully indexed and catalogued format that is capable of operating on a software application in use within the Authority System);
 - v) any items that have been on-charged to the Authority, such as consumables;
 - vi) all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
 - vii) if so requested under clause H6.1, all requested Recordings and Personal Data (in complete, uncorrupted form);
 - viii) all Confidential Information of the Authority and will certify that it does not retain any Authority Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Supplier for the purposes of providing the Accommodation Services or Termination Services



- (b) enter into a data sharing agreement with the Replacement Supplier (or, if there is no Replacement Supplier, with the Authority) in compliance with the Data Protection Law; and
- (c) promptly provide all information concerning the provision of the Accommodation Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Accommodation Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.

H6.3 If the Supplier does not comply with clauses H6.1 and H6.2, the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

H7 Retendering and Handover

H7.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Accommodation Services.

H7.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H7.1 is given only to potential providers who have qualified to tender for the future provision of the Accommodation Services.

H7.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.

H7.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H7.1.

H7.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Accommodation Services.

H7.6 If access is required to the Supplier's Premises for the purposes of clause H7.5, the Authority shall give the Supplier 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be



subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.

- H7.7 If the Authority requires a continuation of all or any of the Accommodation Services on expiry or termination of the Contract, either by performing them itself or by engaging a third party to perform them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Accommodation Services without disruption to routine operational requirements, including but not limited to:
- (a) allowing any Replacement Supplier the opportunity to attend the Premises to understand the Accommodation Services process (at reasonable times and on reasonable notice) but not so as to interfere with or impede the provision of the Accommodation Services;
 - (b) allowing access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements, save for any information which is Commercially Sensitive;
 - (c) notifying the Sub-Contractors of procedures to be followed during handover and providing management to ensure these procedures are followed;
 - (d) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or Replacement Supplier after the end of the Contract; and
 - (e) answering all reasonable questions from the Authority and the Replacement Supplier regarding the Accommodation Services.
- H7.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Accommodation Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H8 Termination Services

- H8.1 Without prejudice to any handover assistance obligations as set out in clause H5, H6, H7, H9, H10 or Schedule 13 (Exit Plan), the Authority shall be entitled to require the Supplier continues to provide the Accommodation Services in line with the Schedule 8 (Performance Management Framework) ("**Termination Services**").



H8.2 The Authority shall notify the Supplier in writing no less than 3 months' prior to requiring the Termination Services ("**Termination Assistance Notice**"), setting out the date from which Termination Services are required and the anticipated end date of the Termination Services ("**Termination Assistance Period**"). The Authority shall have an option to extend the Termination Assistance Period provided that it shall notify the Supplier to such effect no later than 20 Working Days prior to such expiry and that the extension is reasonably required to complete the handover of the Accommodation Services.

H8.3 Charges in respect of the Termination Services shall be payable by the Authority in accordance with Schedule 2 (Pricing and Invoices).

H9 Exit Management

H9.1 The Supplier shall appoint an Exit Manager and provide a draft Exit Plan for Approval in accordance with Schedule 13 (Exit Plan). During the eighteen (18) months immediately preceding the End Date or during the period following any termination the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H5, H6 H7, H8, , H10 and the remainder of this clause H9.

H9.2 The following commercial approach shall apply to the transfer of the Accommodation Services. If the Supplier:

- (a) does not have to use resources in addition to those normally used to deliver the Accommodation Services prior to termination or expiry, there shall be no change to the Price; or
- (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 2 or forming the basis for the Price.

H9.3 During the 6 months prior to, the planned Expiry Date or end of any Termination Assistance Period, the Supplier will not, without the Authority's prior written consent terminate or vary any Sub-Contract.

H9.4 No later than 3 months prior to the planned Expiry Date, the Supplier shall deliver to the Authority details of all:

- (a) licences for software (including the software licence agreements);
- (b) Sub-Contracts; and
- (c) supply contracts;



used in the provision of the Accommodation Services.

- H9.5 Within one Month of receiving the information described in clause H9.4, the Authority shall notify the Supplier of the licences, Sub-Contract and supply contracts it wishes to be transferred (the “**Transferring Contracts**”) and the Supplier shall provide for the approval of the Authority plan for such transfer.
- H9.6 The Supplier shall use reasonable endeavours so as to facilitate the smooth transfer of responsibility for the Accommodation Services to any Replacement Supplier or to the Authority, as the case may be, and the Supplier shall take no action at any time during the term of this Contract or afterwards which may prejudice, frustrate or make more difficult such transfer.
- H9.7 The Supplier shall procure the assignment or novation of the Transferring Contracts to the Authority or, at the Authority's request, to the Replacement Supplier with effect from the date specified by the Authority or, if none is so specified, with effect from the Expiry Date. Such assignment or novation shall be at no cost to the Authority or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Supplier reasonably requires to effect this assignment or novation.
- H9.8 The Supplier shall or, as appropriate, shall procure that the New Supplier shall:
- (a) join with the Supplier in entering into a novation or (where needed) an assignment of each relevant Transferring Contract;
 - (b) for each Transferring Contract which is novated to the Authority or the New Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract.
- H9.9 The Supplier shall indemnify the Authority against each loss, liability and cost incurred by the Authority or the Replacement Supplier arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (or Replacement Supplier) pursuant to clause H9.8 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.
- H9.10 During the six months prior to, the planned Expiry Date or end of any Termination Assistance Period, the Supplier shall provide to the Authority a report including (but not limited to) the following information:
- (a) a list of all record types (sets) held outside the Youth Justice Assessment Framework (e.g. security, incidents, health, visits) that will be returned to the Authority.



- (b) the number of records held outside the Youth Justice Assessment Framework to be transferred back to the Authority (both paper and digital)
- (c) the volume of paper records being returned (in linear metres); and
- (d) any other information as reasonably requested by the Authority.

H9.11 Not used

H9.12 The Supplier shall ensure (and provide confirmation to the Authority) that all records and data in the Youth Justice Assessment Framework are accurate and up to date when transferred back to the Authority in accordance with the Exit Plan.

H10 Knowledge Retention

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority (or if so requested, the Replacement Supplier) on the expiry or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority including but not limited to the Standard Operating Procedures and Results. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that the request was made.

H11 Disruption and Business Continuity Plan

- H11.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H11.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H11.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.
- H11.4 If the Supplier's proposals referred to in clause H11.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.



- H11.5 If the Supplier is unable to deliver the Accommodation Services owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.
- H11.6 The Parties shall comply with their respective obligations in respect of the Business Continuity Plan in accordance with Schedule 12 (Business Continuity Plan and Disaster Recovery).

I GENERAL

I1 Dispute Resolution

- I1.1 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 the finance director of the Supplier and the commercial director of the Authority.
- I1.2 Nothing in this dispute resolution procedure prevents the Parties 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.
- I1.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.
- I1.4 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 Supplier and the Staff shall comply fully with the requirements of the Contract at all times.
- I1.5 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 of 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 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. If appropriate, the Parties may at



any stage seek assistance from the Centre for Effective Dispute Resolution 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; and
- (f) if the Parties fail to reach agreement 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 I1.6.

I1.6 Subject to clause I1.2, the Parties shall not start court proceedings until the procedures set out in clauses I1.1 and I1.3 have been completed save that:

- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7;
- (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7; and
- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

I1.7 If any arbitration proceedings are commenced pursuant to clause I1.6:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;



- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I1.7 (b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I1.7 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

I2 Force Majeure

- I2.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier is regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- I2.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- I2.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause I2 to the extent that consequences of the relevant Force Majeure Event:
 - (a) are capable of being mitigated by any of the Accommodation Services, but the Supplier has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Accommodation Services, operating to the standards required by the Contract.



- 12.4 Subject to clause 12.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Accommodation Services affected by the Force Majeure Event.
- 12.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 12.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party is liable for any Default arising as a result of such failure;
 - (b) the Supplier fails to perform its obligations in accordance with the Contract it is entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Accommodation Services (or part of the Accommodation Services) continue to be performed in accordance with the Contract during the occurrence of the Force Majeure Event.
- 12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- 12.8 Relief from liability for the Affected Party under this clause 12 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 12.7.

13 Notices and Communications

- 13.1 Subject to clause 13.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.



- 13.2 If it is not returned as undelivered a notice served in:
- (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and
 - (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

- 13.3 Notices pursuant to clauses I1, I2 or I7 or to terminate the Contract or any part of the Accommodation Services are valid only if served in a letter by hand, recorded delivery or special delivery.

- 13.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

- (a) For the Authority:

Contact Name:

Address: 102 Petty France, London, SW1H 9AJ; and

Email:

- (b) For the Supplier:

Contact Name:

Address: Durham County Council, County Hall, Durham, DH1 5UB; and

Email:

I4 Conflicts of Interest

- 14.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.



- 14.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause 14 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

15 Rights of Third Parties

- 15.1 Clauses B9.5 and E1.4 confer benefits on persons named in them (together "**Third Party Provisions**" and each person a "**Third Party Beneficiary**") other than the Parties and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- 15.2 Subject to clause 15.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- 15.3 No Third-Party Beneficiary may enforce or take steps to enforce any Third-Party Provision without Approval.
- 15.4 Any amendments to the Contract may be made by the Parties without the consent of any Third-Party Beneficiary.

16 Remedies Cumulative

Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

17 Waiver

- 17.1 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 any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.
- 17.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 13 (Notices and Communications).



- 17.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

18 Severability

If any part of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Contract shall continue in full effect as if the Contract had been executed with the invalid, illegal or unenforceable part eliminated.

19 Entire Agreement

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 all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

110 Change in Law

- 110.1 The Supplier is neither relieved of its obligations to supply the Accommodation Services in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Accommodation Services is reasonably foreseeable at the Commencement Date.

- 110.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause 110.1(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:
 - i) Change is required to the Accommodation Services, the Price or the Contract; and
 - ii) relief from compliance with the Supplier's obligations is required; and
- (b) provide the Authority with evidence:
 - i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and



- ii) as to how the Specific Change in Law has affected the cost of providing the Accommodation Services.

I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1(b)) shall be implemented in accordance with clause F4.

I11 Counterparts

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

I12 Governing Law and Jurisdiction

Subject to clause I1 (Dispute Resolution) the Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.



SCHEDULE 1 – SPECIFICATION

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1. Definitions

The following definitions shall apply in addition to the definitions found at Section A1 (Definitions) of the Terms & Conditions.

<i>“Admissions”</i>	Means a Child or Young Person newly admitted to the secure children's home.
<i>“Book a Secure Move” (BaSM)</i>	Is the His Majesty's Prison and Probation Service (HMPPS) Digital Services platform for booking Prisoner Escort and Custody Services (PECS) moves for the following scenarios: - Booking requests to Court; - Submitting Inter Establishment Transfer (IET) requests to Placements Team to move an individual to another location; - Completing a Youth Risk Assessment form; and - Completing a digital Person Escort Record (dPER) form. <i>(Moves not involving PECS suppliers are not booked through BaSM).</i>
<i>“Community”</i>	Means everything outside the custodial environment.
<i>“Comprehensive Healthcare Assessment Tool (CHAT)”</i>	Is a screening tool that is carried out with all Children and Young People who are admitted into custody. It ensures that all Children and Young People coming into custody receive a full screening for their health in a variety of areas.
<i>“Constructive Resettlement”</i>	Is an evidence-based framework that empowers practitioners to support Children and Young People in the development of their pro-social identity.
<i>“Cultural Capital”</i>	Is the terms used in the Ofsted Inspection Handbook, 2019 to determine essential knowledge that children need to prepare them for their future success. It is about giving children the best possible start to their early education. As part of making a judgement about the quality of education, inspectors will consider how well leaders use the curriculum to enhance the experience and opportunities available to children, particularly the most disadvantaged.



<i>“Custodial sentence”</i>	Means all those sentences given to Children and Young People.
<i>“Custody”</i>	Means the care and supervision by the Supplier of Children and Young People who are in lawful detention at relevant premises and whilst under escort.
<i>“dPER”</i>	Refers to the digital Person Escort Record which is used for all booked moves of Children and Young People. This should be completed digitally on the BaSM platform by dispatching staff and should include the following sections: - Risk Information - Offence Information - Health Information - Property Information - Handover
<i>“Education, Training or Employment (ETE)”</i>	Means the opportunities presented to Children and Young People upon release. These have long been recognised as a central plank in rehabilitation and desistance.
<i>“Emergency and contingency arrangements”</i>	Means the arrangements the Supplier must have in place to deal with emergencies and contingencies.
<i>“Evacuation”</i>	Means following a Serious & Significant Incident in a secure children's home, where Children and Young People are evacuated to other secure establishments or other suitable secure accommodation on a temporary basis as defined within Section 102 and 107 of the Powers of Criminal Courts (Sentencing) Act 2000.
<i>“Formulation”</i>	In clinical settings involves co-constructing a shared understanding of an individual's experiences, strengths and difficulties, through considering the influence of their relationships and life events, alongside the sense the individual has made of these
<i>“Guidance”</i>	Means any applicable guidance or directions with which the Supplier is bound to comply, which shall exclude the Authority Policies.
<i>“Harm”</i>	Means in relation to a Child or Young Person:



	a) emotional harm comprising emotional maltreatment (which will constitute significant harm where the emotional maltreatment is persistent so as to cause severe and persistent adverse effects on the Child or Young Person's emotional development); b) physical harm; and c) sexual harm comprising forcing or enticing a Child or Young Person to take part in sexual activities whether or not he or she is aware of what is happening (which may involve physical contact – including penetrative or non-penetrative acts such as rape, buggery or oral sex – or non-contact activities such as involving a Child or Young Person in looking at or producing sexual images or encouraging a Child or Young Person to behave in inappropriate ways).
<i>“Interventions”</i>	Means provision designed to promote factors that will increase a Child or Young Person's likelihood of desisting from offending as well as tackle a Child or Young Person's individual assessed risk of re-offending, and other behaviours that cause them or others distress or harm.
<i>“Local Authority”</i>	Means the local civil government arrangements in place for a geographic area within which the Contract is delivered.
<i>“PECS”</i>	Is the Prisoner Escort and Custody Service Contract responsible for moving men, women, and Children and Young People in custody between prisons (including the CYPSE), police stations and courts, safely and securely.
<i>“Registered Manager”</i>	Means the manager or registered person running the Secure Children's Home.
<i>“Release on Temporary Licence (ROTL)”</i>	Means the temporary release of a Child or Young Person on a licence or with a set of conditions that enables that Child or Young Person to participate in necessary activities, outside of the secure children's home, that directly contribute to their resettlement into the community.
<i>“Secure Children's Home (SCH)”</i>	Is a secure setting where Local Authorities place children (aged 10-17) when they are a significant risk to themselves or others, or where the Youth Custody Service places vulnerable children who have been remanded to custody or are serving a Custodial sentence.



<i>"Self-harm"</i>	Means any act by which a Child or Young Person deliberately harms himself or herself irrespective of the method, intent, or severity of the injury.
<i>"Sentenced Children and Young People"</i>	Means Children and Young People who are given a Custodial sentence.
<i>"Serious & Significant Incidents"</i>	A serious incident is defined as a death in custody. A significant incident means any incident that is listed in the YCS's Protocol for Reporting Serious & Significant Incidents and would: a) Impact on the YCS's ability to place at an establishment. Involve highly sensitive issues that need to be brought to the attention of senior YCS managers and possibly Ministers.
<i>"Social Value"</i>	Is the quantification of the relative importance that people place on the changes they experience in their lives.
<i>"Supplier"</i>	Means the organisation providing the Accommodation Services to accommodate Children and Young People sentenced or remanded by the courts to a secure children's home.
<i>"Transition"</i>	Means either: a) When a Child or Young Person reaches the age of transition from youth to adult supervision meaning from YJS to Probation supervision; or b) When a Child or Young Person will remain in custody past the specified age for this provision, and will transition to a young adult establishment.
<i>"Transfer"</i>	Is when a Child or Young Person transfers to another establishment within the CYPSE.
<i>"Unauthorised items"</i>	Means items deemed by the Supplier to be contraband items and discovery of such items would be reported as a breach of security in accordance with YJB Monthly Reporting requirements.
<i>"Youth Justice Board (YJB)"</i>	Means the executive non-departmental public body responsible for overseeing the Youth Justice System in England and Wales, sponsored by the Ministry of Justice.



<i>"YCS Approved Documentation"</i>	Means the YJS/SE documentation that the YCS expects to be used (currently AssetPlus, PIF, and remand and sentence planning documentation etc). This wording is found throughout the national standards. Note: YJS has the same meaning as YOT under the Crime and Disorder Act 1998.
<i>"YCS data"</i>	Means: a) all operational data, and b) any other materials, documents or data acquired or brought into existence or used in relation to the Accommodation Services or this Contract, In each case that is used by or on behalf of the Supplier and/or its sub-contractors in connection with the provision of the Accommodation Services or the performance of the Supplier's obligations under this Contract.
<i>"Youth Offending Team (YOT)"</i>	Means a multi-agency team in England and Wales that is coordinated by a Local Authority, which is overseen by the Youth Justice Board. These may also be referred to as "Youth Justice Service" (YJS).



2. Introduction

Statement and Purpose of the Requirements

- 2.1. This specification sets out the requirements of the Ministry of Justice (MoJ) for the additional services to be provided to Children and Young People held in Secure Children's Homes ("**SCHs**") on criminal justice matters. The Supplier shall deliver and be able to demonstrate the purpose, outcomes and service requirements given in each section.

The Overall Operation of the Home

- 2.2. This specification is not a stand-alone description of the range of work that SCHs are expected to undertake for Children and Young People. Instead, it sits as one document in a suite of legislation, statutory documents, guidance, and regulation that describe the range of Accommodation Services and outcomes that SCHs are required to provide for Children and Young People in their care.

Legislation

- 2.3. In the performance of the contract, the MoJ acknowledges that the Supplier is subject to a comprehensive range of statutory and other legal and policy requirements.
- 2.4. The Accommodation Services under this contract are designed to add the minimum MoJ requirements alongside these and this specification uses existing standards wherever possible to demonstrate that the delivery of these meets the Authority purpose, outcomes, and requirements.

Quality Standards

- 2.5. The MoJ and YCS expects full compliance with any applicable standards, including, but not limited to:
- *Children's Homes (England) Regulations 2015*
 - *Guide to the Children's Regulations including the quality standards (DfE, 2015)*
 - *Working Together to Safeguard Children (Statutory Guidance), 2023*
 - *Health and Social Care Act 2012*
 - *Children and Social Work Act 2017*
 - *Standards for Children in the Youth Justice System (YJB, 2019)*



- *Healthcare Standards for Children and Young People in Secure Settings (RCPCH, 2023)*

2.6. The Supplier shall keep abreast of any changes with legislation and guidance, and ensure they are always working to the current practice standards. (*Key documents are referenced in Annex A*).

Service Exclusions

2.7. The following are excluded from the Accommodation Services:

- Hospital bed-watches and the movement of Children and Young People between SCHs, Courts, other secure establishments. These are provided by the Prisoner Escort and Custody Service contract (a separate contract held by the Authority). Refer to Section 3.23 for requirements around other escorts.
- The Supplier is not required to provide its own health or substance misuse services as this is the statutory duty of the YCS' Co-Commissioner, NHS England (Section 2.8).

Healthcare Commissioning and Provision

- 2.8. In line with the Health and Social Care Act 2012, NHS England is responsible for the commissioning of health services *or facilities for 'persons who are detained in a prison or in other accommodation of a prescribed description'*. This includes the Children and Young Peoples' Secure Estate. The Supplier shall enable the healthcare provider to meet the Healthcare Standards for Healthcare for Children and Young People in Secure Settings (*Royal College of Paediatrics and Child Health 2013*).
- 2.9. The NHS England core health specifications contain an enabling section which describes how the Registered Manager, health service commissioner and provider can work effectively together to ensure the best possible outcomes for the Children and Young People in the setting.
- 2.10. The Supplier retains a duty of care to the Children and Young People and should consider that they share how health outcomes impact on the overall performance of the secure setting (Children Act, 2004).



3. Working with the MoJ, YCS and Healthcare

Overview

- 3.1 The MoJ, YCS, Healthcare and the Supplier will work in an integrated way to deliver service excellence to the Children and Young People in our collective care in accordance with Children's Homes Regulations 2015, specifically **5(d)**.

Standard	Engaging with the wider system to ensure children's needs are met
5(d)	In meeting the quality standard, the registered person must, and must ensure that staff – (d) seek to develop and maintain effective professional relationships with such persons, bodies or organisations as the registered person considers appropriate having regard to the range of needs of children for whom it is intended that the children's homes is to provide care and accommodation

- 3.2 The MoJ and YCS shall work across Government, in particular with NHS (England), DfE, Welsh Government and the Supplier.

Contract Management and Monitoring

- 3.3 The Authority seeks assurance from the Supplier that the Accommodation Services are being delivered in accordance with the Service Specification and all relevant legislation. The Supplier shall prepare all Management Information as specified in Schedule 8 (Performance Management Framework) , Annex D, in such format reasonably required by the Authority.
- 3.4 The Supplier's Registered Manager or an appropriate representative, with appropriate authority, will be expected to attend all contractual meetings in relation to the Accommodation Services, as specified in Schedule 8 (Performance Management Framework), Annex C.
- 3.5 The YCS Operational Contract Managers, as part of their normal contract management approach, will work in partnership with and seek assurance where required from responsible authorities and relevant stakeholders - for example, with Directors of Children's Services, Ofsted, CQC, DfE and any other necessary stakeholder.
- 3.6 Service Assurance Reviews test and assess the different systems and procedures the Supplier has in place to deliver against this specification, irrespective of whether they



relate to data or areas of practice. Service Assurance reviews are part of the Authority's regular contract management and monitoring function. The Authority will be provided with unfettered access to the SCHs and all relevant data to conduct assurance activity. The Authority will also conduct bespoke risk-led assurance monitoring as and when deemed necessary.

YCS Placement Team

- 3.7 The YCS Placement Team and the Supplier shall work together for the best interests of the child. The Supplier shall comply with the *YCS Placement Team Overview of Operational Procedures 2023*, or the most up to date version.
- 3.8 The Supplier shall make a decision around accepting the placement of a Child or Young Person within 1 hour.
- 3.9 The Supplier shall adhere to the *YCS SCH Refusal Process*.
- 3.10 In accordance with section 30 of the 1969 Act, the Secretary of State (SoS) may give instructions for any Child or Young Person whose sentences fall within Section 260 of the Sentencing Act. The Supplier may discuss the needs of the Child or Young Person and any practical issues with instructions given by the SoS before or after they are given. The SoS anticipates that instructions may be given in relation to escorting arrangements or community visits.

Quality Management

- 3.11 The Supplier shall have an approach to quality management in accordance with Children's Homes Regulations 2015, **Leadership and Management Standard 13**.
- 3.12 The Supplier shall adhere to the Social Value requirements as detailed in Schedule 8 - Performance Management Framework. Specifically, the Supplier must report to the Authority on a quarterly basis the total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract. The Supplier is responsible for implementing necessary processes to collect, measure, and report this data, ensuring compliance with the defined Social Value requirements throughout the contract period.

Improvement Plans

- 3.13 The Supplier shall work with the YCS and other relevant Stakeholders (if appropriate) to implement any improvement plans triggered under Clause F2 of the Contract and/or Schedule 8 (Performance Management Framework). These may be in relation to specific areas of practice or across wider aspects of the Accommodation Services.



Information Technology

- 3.14 The Supplier shall ensure the timely and appropriate use / completion of the Authority's electronic case management system, *Youth Justice Application Framework (YJAF)* and *Secure Estate AssetPlus assessment* tool (or other Approved Authority Systems) for all for Children and Young People in their care, in accordance with the AssetPlus Joint Working Protocol, YCS' Minimum Expectations of YJAF and AssetPlus Usage (or any future iterations) and all other relevant policies at Schedule 10 (Policies and Standards) and Schedule 6 (Security and Assurance).
- 3.15 The Supplier shall access the Book a Secure Move (BaSM) Platform to support with the movement of Children and Young People via the PECS Provider.
- 3.16 The Supplier shall follow '*The Person Escort Record (PER) Policy Framework, 2023*' to ensure the digital Person Escort Record (dPER) is completed and contains the most relevant and up to data risk and need profile for each Child or Young Person.
- 3.17 The Supplier shall comply with the *Access to Digital Evidence (A2DE) Policy Framework, 2023*.

Data

- 3.18 In accordance with clauses D2 and D5, the Supplier shall be expected to complete data requests on an ad-hoc basis, potentially at short notice on behalf of the Authority which may include information for Parliamentary Questions or Freedom of Information responses (the Authority will consider time and resource implications for the Supplier, but the Supplier must reply promptly within the deadline set by the Authority).

Emergency and Contingency Arrangements

- 3.19 The Supplier shall comply with the Youth Custody Service Serious & Significant Incident Reporting Protocol (see Schedule 10 – Policies and Standards) outlined by the Authority.
- 3.20 The supplier shall have in place a comprehensive set of contingency and disaster recovery plans to activate in case of incident and emergency, including disease outbreaks, as outlined in Schedule 12 (Business Continuity and Disaster Recovery). These plans will be regularly tested (annually as a minimum) and updated and provided to the Authority when reasonably requested.
- 3.21 The Supplier shall ensure that there are robust procedures and comprehensive contingency plans in place for the management of all serious incidents or emergencies (e.g. a full decant/Evacuation, including a full site evacuation, fire,



disease outbreak, etc). Members of staff and Children and Young People where appropriate, shall be adequately prepared to deal with them efficiently and safely. Any such incident will be appropriately recorded, and information passed on through shift handovers. These plans shall be regularly tested (annually as a minimum), updated, and provided to the Authority when reasonably requested.

Key Standard Operating Procedures

3.22 The Supplier will adhere to, and supply copies of Local Authority agreed Standard Operating Procedures (SOPs) in respect of the following areas. These shall be submitted as part of Mobilisation under the Contract and reviewed annually on the anniversary of the Accommodation Services Commencement Date:

- 3.22.1 Behaviour Management (including Use of Force).
- 3.22.2 Workforce Plan.
- 3.22.3 Safeguarding and Child Protection Policy.
- 3.22.4 Searching and the Conveyance of Prohibited Items.
- 3.22.5 Prevention and Management of Escapes.

Escorting of Children and Young People

3.23 The Supplier is expected to provide the safe and secure escort of Children and Young People, outside of the PECS contract. This is to be carried out directly by the Supplier or delegated to a third-party provider, and the Registered Manager should be content that:

- 3.23.1 All escorts are responsive to the needs and protected characteristics of the Child or Young Person.
- 3.23.2 Where possible, the Supplier shall complete a Risk Assessment prior to an escort being made and consider the safety of the vehicle used.
- 3.23.3 The escorting staff (directly or not-directly employed) hold the correct security clearance and appropriate trauma informed training.
- 3.23.4 Any member of staff (directly or not-directly employed) carrying out an escort will be trained in an Approved restraint/behaviour management technique which has been medically approved for use with Children and Young People.

3.24 Any sub-contracted escorting arrangements should be Approved by the Authority in-line with F3.18 of the Contract.



- 3.25 The Supplier shall involve the Authority in the planning process for the escort of any high-risk/ high-profile Children and Young People, at the earliest opportunity.

Equality and Diversity for all Children and Young People

- 3.26 The Authority has a strong commitment to Equality and Diversity; not only are the principles to be protected under Law, but they are central tenets to service delivery. To prevent discrimination of Children and Young People within protected characteristic groups, the Accommodation Services are to be delivered with equity. The equality, diversity, faith/belief and inclusion needs of Children and Young People are to be considered within a strengths and trauma informed framework (Cultural Capital).
- 3.27 There is an expectation that an inclusive ethos is to be carried throughout this specification and that the Supplier complies with the Equality Act 2010.
- 3.28 The Local Authority should complete an Equality Impact Assessment/ Equality Analysis on their service to ensure that local policies, practices, and decision-making processes do not present barriers to any protected groups.
- 3.29 The Supplier shall follow '*The Care and Management of Individuals who are Transgender*' Policy Framework.
- 3.30 YCS is assisting SCHs to develop faith/belief chaplaincy support for Children and Young People, where it is not provided already. To access this provision the Supplier should contact the YCS HQ Chaplaincy Advisor at chaplaincyhqenquiries@justice.gov.uk



4. Admission

Purpose

- 4.1 On arrival, the Child or Young Person will be greeted at the SCH by the appropriate staff who shall ensure the Child or Young Person is detained legally and managed safely and effectively during this critical admission phase.

Outcome One

- 4.2 **The Supplier shall ensure that Children and Young People are detained legally with the correct documentation. Prompt and appropriate action will be taken where this is not the case.**

Service Requirements

- 4.3 The Supplier shall have admission policies and processes that include the management of multiple and late-night admission of Children and Young People .
- 4.4 The Supplier shall have in place processes to ensure the legality of the Child or Young Person's detention and, where there are doubts, act to resolve them promptly.
- 4.5 Children and Young People shall be informed of their legal rights, with particular focus on ensuring they understand their rights, and are offered access to services which support them in the exercise of such rights.
- 4.6 If a Child or Young Person challenges the legality of their detention during their admission, they will be given access to facilities which will allow them to immediately contact a legal adviser and/or Approved relative or friend, where appropriate.

Outcome two

- 4.7 **The safety, security and welfare of Children and Young People shall be managed effectively, and the Supplier must ensure that each Child or Young Person is treated with respect and dignity giving due regard to theirs, and others, safety and wellbeing. Any protected characteristics should be noted, and action taken for provision of these.**

Service Requirements

- 4.8 Following notification by the YCS, the Supplier will begin to plan for a Child or Young Person's arrival in all aspects (this includes the use of Book a Secure Move).



- 4.9 All available background information about the Child or Young Person, specifically YCS Approved Documentation on YJAF or received via other secure means, shall be accessed and read prior to the arrival of the Child or Young Person.
- 4.10 The Supplier shall ensure that admitting members of staff are appropriately experienced and trained in their admission procedures, risk assessment, integrated planning and completion of AssetPlus.
- 4.11 The Supplier shall undertake a comprehensive assessment of each Child or Young Person's immediate needs and risk factors, including any risk to the Child or Young Person's safety and wellbeing, and their potential risk to others. Individualised risk management plans will be established to ensure the safety and security of each Child or Young Person and those around them. Where applicable, existing plans should be used and developed further.
- 4.12 Education, Health and Care (EHC) Assessments should be completed if there is a need, and a EHC Plan should be developed. This should be reviewed at least annually.
- 4.13 The faith/belief needs of the Child or Young Person should be ascertained, preferably by the chaplain and any needs should be integrated into the Child or Young Person's care pathway.
- 4.14 The Supplier shall have policies and procedures in place for the risk-led searching of Children and Young People (outlined in Section 3.22.4).
- 4.15 If a Child or Young Person arrives without YCS Approved Documentation, the Supplier will put in place an immediate interim plan to manage the risk until either this information has been received or a comprehensive assessment conducted.
- 4.16 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 with regard to Standard 7: The Children's Views, Wishes and Feelings, specifically **7.1** and **7.2.d**



Standard	The Children's view, wishes and feelings standard
7.1 and 2(d)	1. The children's views, wishes and feelings standard is that children receive care from staff who: (a) develop positive relationships with them, (b) engage with them; and (c) take their views, wishes and feelings into account in relation to matters affecting the children's care and welfare and their lives. 2. In particular, the standard in paragraph (1) requires the registered person to- (d) ensure that an explanation is given to each child as soon as reasonably practicable after the child's arrival about- (i) the children's guide; (ii) how to make a complaint or representations in relation to the home or the care the child received and how any such complaint or representations will be dealt with; and (iii) what advocacy support or services are available to the child how the child may access that support or those services and any entitlement the child may have to independent advocacy provision

- 4.17 The Supplier shall ensure that all Children and Young People are informed of their next court appearance and date of release as applicable.
- 4.18 The Supplier shall keep relevant parties informed of outstanding matters, making the necessary notifications to the YCS Placements Team and PECS/Escort Supplier.
- 4.19 The Supplier shall work alongside healthcare to ensure that all Children and Young People are assessed comprehensively in line with the Comprehensive Healthcare Assessment Tool (CHAT) and to CHAT timeframes and ensure when healthcare is not available that a joint protocol is agreed and in place.

Outcome Three

- 4.20 **Children and Young People are supported and safeguarded by effective processes for information gathering and sharing.**



Service Requirements

- 4.21 The Supplier shall take a proactive approach to obtaining absent and/or additional information from YJSs and any other professionals involved with the Child or Young Person's case at the earliest opportunity to support the Child or Young Person's Formulation plan.
- 4.22 The Supplier shall take a proactive approach to communicating with all relevant internal and external parties, prior to, during and after admission to ensure the maximum level of support for the Child or Young Person, the protection of other Children and Young People, members of staff and the public.



5. Education and Activities

Purpose

- 5.1 The Supplier shall create an empowering learning environment that offers academic challenges that inspire Children and Young People to realise their full potential. A learning environment in which Children and Young People's strengths and abilities are identified and improved, and any barriers to learning are addressed should be created. Use of the Integrated Care Plan to ensure all elements of the child's needs are addressed in a holistic way. Delivery of an education service that enables a Child or Young Person to learn as an individual in an engaging, inspiring, and well-resourced enabling environment is the aim. Children and Young People shall value their academic achievements and positive learning outcomes.

Outcome Four

- 5.2 **Children and Young People shall receive a quality education and training programme designed to support their individual needs and holistic development, to support effective transition for release into the community, or the Adult Prison Estate.**

Service Requirements

- 5.3 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to Standard 8: the provision of education and purposeful activity, specifically regulation 8.1

Standard	The education standard
8.1	The education standard is that children make measurable progress towards achieving their educational potential and are helped to do so.

- 5.4 The Supplier measures the progress of each Child or Young Person and reports on the achieved outcome as part of their Data reporting obligations set out in this Schedule 1 (Specification) Section 3.18.
- 5.5 The *Supplier* shall ensure that the Child or Young Person's individual learning plan will be formulation-based and includes key information regarding the Child or Young Person's interests, existing skills, experience, goals and aspirations.
- 5.6 The Supplier must designate a member of staff to monitor compliance with and have oversight of the *SEND Code of Practice: 0 to 25 years (2015)* by a Special



Educational Needs Co-ordinator (SENCo) and in particular, adhere to Section 10.77 of the SEND Code of Practice (2015).

Outcome Five

- 5.7 **Children and Young people will be provided with meaningful and enjoyable purposeful activities, that encourage pro-social modelling and in which they can develop further educationally, socially, and emotionally.**

Service Requirements

- 5.8 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to Standard 9: the enjoyment and achievement standard, specifically

Standard	9. The enjoyment and achievement standard
9.1	The enjoyment and achievement standard is that children take part in and benefit from a variety of activities that meet their needs and develop and reflect their creative, cultural, intellectual, physical and social interests and skills.
9.2(b)	In particular, the standard in paragraph (1) requires the registered person to ensure— (b) that each child has access to a range of activities that enable the child to pursue the child's interests and hobbies.

9.1, 9.2(b)

- 5.9 Where appropriate, Children and Young People's learning shall be enhanced by a partnership approach that provides work-based learning and work experience relevant to their individual plan and constructive resettlement.
- 5.10 Children and Young People should be enabled to practice their own faith or belief if requested. This should be enabled by a suitably qualified and security vetted Chaplain. An appropriate faith or belief space should be provided for this. Chaplains can also provide pastoral support to all Children and Young People and staff as appropriate, with no faith or belief agenda.



6. Care and Management of Children and Young People

Purpose

- 6.1 All members of staff shall work collaboratively with Children and Young People to support the management of their behaviour successfully and effectively in a safe, positive, decent and dignified environment. This should be done in a way that best prepares the child for life outside custody and increases the likelihood of their desistance from offending. The Supplier shall use its best endeavours to ensure that, where appropriate, ties with family, carers and positive support networks are re-established, maintained and strengthened to enable Children and Young People to develop and maintain appropriate relationships.

Outcome Six

- 6.2 **A Child or Young Person whose first language is not English, or who have speech, language and/or communication difficulties will be able to participate fully in the services.**

Service Requirements

- 6.3 The Supplier shall give all necessary support to all Children and Young People to ensure that they are able to understand and participate fully in Interventions, education, health and access all services they require.
- 6.4 The Supplier shall ensure that a Child or Young Person whose first language is not English will receive all necessary written material in the most appropriate language, and all necessary support to ensure the Child or Young Person understands this shall be given.
- 6.5 The Supplier shall ensure that Children and Young People are able to attend, understand and engage with their sentence plan meetings or review and/or any other key meetings.

Outcome Seven

- 6.6 **Children and Young People shall develop positive relationships with adults and their peers based on mutual respect and pro-social modelling.**



- 6.7 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to Standard 11: positive relationships, specifically **11.1.b, 11.2.a,v,viii and X**

Standard	The positive relationships standard
11.1(b)	The positive relationships standard is that children are helped to develop, and to benefit from, relationships based on (b) an understanding about acceptable behaviour;
11.2 (a), (v), (viii) (x)	In particular, the standard in paragraph (1) requires the registered person to ensure—) that staff— (v) communicate to each child expectations about the child's behaviour and ensure that the child understands those expectations in accordance with the child's age and understanding; (viii) strive to gain each child's respect and trust; (x) are provided with supervision and support to enable them to understand and manage their own feelings and responses to the behaviour and emotions of children, and to help children to do the same.

Service Requirements

- 6.8 The Supplier shall set and reinforce safe and consistent boundaries for Children and Young People in relation to their acceptable behaviour.
- 6.9 The Supplier shall adopt a trauma informed and responsive approach to understand the Child or Young Person and their presenting behaviour.
- 6.10 Members of staff shall consistently and actively model social and problem-solving skills, core values and behaviours consistent with a pro-social lifestyle.
- 6.11 Members of staff shall respond positively to socially desirable behaviour and values when demonstrated by the Children and Young People.
- 6.12 The Supplier shall follow the *Prevent Duty Guidance (HM Government)*, specifically point 300 and 302:



- 300. "We expect staff at each secure estate and Youth Offending Teams overseeing the care of the child or young person to receive appropriate training in identifying and managing those at risk of becoming terrorists or supporting terrorism."
- 302. "As part of the ongoing care and monitoring of each child or young person, any indication of terrorism related risks, needs or susceptibilities should be identified. Contact should be made with HMPPS's Regional Counter Terrorism team to determine the appropriate course of action."

Outcome Eight

6.13 Children and Young People shall strengthen contact with family and carers, where appropriate, without placing the Child or Young Person or another person at risk.

6.14 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to Standard 14: care planning, specifically **14.2.d**

Standard	The care planning standard
14.2(d)	In particular, the standard in paragraph (1) requires the registered person to ensure— (d) that, subject to regulation 22 (contact and access to communications), contact between each child and the child's parents, relatives and friends, is promoted in accordance with the child's relevant plans;

Service Requirements

- 6.15 The Supplier shall offer a range of different methods which shall allow Children and Young People to strengthen their relationships with their parents or carers and wider family members. The Supplier should work to encourage engagement from families/carers.
- 6.16 Visits shall be permitted as freely as possible without unduly impinging upon the Child or Young Person's education or Intervention programme.
- 6.17 The Supplier shall ensure sufficient security protocols are in place to prevent the passing or conveyance of prohibited articles that may cause direct or indirect harm to Children and Young People or staff.



- 6.18 Family time and contact, including visits, shall not be vetoed or limited as part of an internal system of sanctions. Children and Young People shall not be deprived of contact with families as a consequence of poor behaviour, nor will they be offered more frequent visits as an incentive towards compliance.
- 6.19 The Supplier shall keep parents and carers updated regularly on the child's progress throughout their period of detention and shall include them in decision making where appropriate.
- 6.20 The Supplier shall give the parents and carers of Children and Young People all necessary advice, guidance and information about the home, within 48 hours of the Child or Young Person's admission, which will then allow them to make contact with and make arrangements to visit the Child or Young Person.

Outcome Nine

- 6.21 **Children and Young People shall understand the consequences of inappropriate behaviour and are encouraged to take responsibility for their actions. Physical restraint shall only be used as a last resort and, if applied, is used legitimately and safely by trained members of staff.**
- 6.22 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to Standard 20: Restraint and Deprivation of Liberty, specifically **20.1** and **20.2**.

Standard	Restraint and Deprivation of liberty
20(1)	Restraint in relation to a child is only permitted for the purpose of preventing; injury to any person (including the child); serious damage to the property of any person (including the child) a child who is accommodated in a secure children's home from absconding from the home.
(2)	Restraint in relation to a child must be necessary and proportionate.

Service Requirements



- 6.23 Where necessary, the Supplier will implement a behaviour management plan that takes into account areas identified in the Integrated Care Plan to address a Child or Young Person's individual needs/risks.
- 6.24 Families and Carers should be encouraged and supported to contribute to the Child or Young Person's overall sentence/remand and behaviour management plan.
- 6.25 The Supplier shall comply with all relevant legislation relating to the use of physical interventions in a Secure Children's Home. They shall have in place a restraint minimisation strategy and conduct an annual review of restraint that is independently reviewed and provided to the Authority in accordance with Section 3.22.
- 6.26 The Supplier shall comply with the *Use of Force, Restraint and Restrictive Practices in the Children and Young People Secure Estate (CYPSE), 2023*, or the most up to date Framework.
- 6.27 The Registered Manager shall have a package of training for physical intervention and restraint in place which has been specifically designed for use with Children and Young People who may still be developing physically and emotionally. It should be medically assessed to ensure that it is safe for Children and Young People and includes training on understanding diversity considerations and how to apply them during interactions with Children and Young People and should be approved for use by the Local Authority.
- 6.28 The Supplier shall work with Healthcare to ensure any risk is considered in the circumstances that a Child or Young Person is physically restrained.

Outcome Ten

- 6.29 **Children and Young People whose behaviour results in them being temporarily separated from others are located in a suitable environment where their individual needs can be met, so far as is practicable alongside managing the risk(s) caused by their behaviour.**

Service Requirements

- 6.30 The Supplier shall comply with the *Minimising and Managing Separation and Isolation in the Children and Young People Secure Estate Framework, 2022*, or the latest version.



- 6.31 Periods of separation or removal from mainstream location is only justified in the interests of preventing a Child or Young Person from causing significant harm to themselves or to another person, to prevent significant damage to property or to prevent escape.
- 6.32 Healthcare shall undertake an assessment of the Child or Young Person and ensure that this is considered during any decision on separation.
- 6.33 The decision to separate a Child or Young Person is taken by a senior member of staff and this should be recorded in a log that is kept to evidence the reasons, authorisation and defensibility of such use. The records should also support the work that the Supplier has undertaken to address behaviours which led to separation.
- 6.34 Periods of separation are reviewed frequently to ensure that they are still justified.
- 6.35 A health assessment is undertaken at the earliest opportunity following an incident of separation/removal to support decision making and review of the Child or Young Person's Integrated Care Plan, including their Formulation.
- 6.36 Every effort is made to assist the Child or Young Person in addressing the behaviour that led to separation from their peers so that they may be re-integrated to the regular timetable as soon as possible.
- 6.37 Those Children and Young People who are separated from their peers but are not left unaccompanied and are "managed away" in an alternative location are fully and meaningfully engaged with staff.

Outcome Eleven

- 6.38 **Children and Young People shall be accommodated in a safe and secure environment.**

Standard	The Statement of Purpose
16. 1 Schedule 1	The registered person must compile the Statement of Purpose for the Children's homes which covers (but is not limited to the following): The Welcoming environment, The safe and supportive environment, Placement plans for looked after and not looked after children, Behaviour Management and Discipline, Restraint and Liberty



Service Requirements

- 6.39 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to
Standard 6: the quality and purpose of care standard, specifically **6.2.b.vii**
and; Standard 12: the protection of children, specifically **12.2.b, c and d**

Standard	The quality and purpose of care standard
6.2.(b) (vii)	...The registered person will ensure staff provide to children living in the home the physical necessities they need in order to live there comfortably
Guide to the Children's Homes Regulations including the quality standards April 2015	" <i>Physical Necessities</i> " includes but is not limited to, a clean environment, continuous access to drinking water, varied and nutritious food, clothing, hot water, bedding and so on.

Standard	The protection of children standard
12.2(b) (c) (d)	In particular, the standard in paragraph (1) requires the registered person to ensure — (b) that the home's day-to-day care is arranged and delivered so as to keep each child safe and to protect each child effectively from harm; (c) that the premises used for the purposes of the home are located so that children are effectively safeguarded; (d) that the premises used for the purposes of the home are designed, furnished and maintained so as to protect each child from avoidable hazards to the child's health.



- 6.40 If a bedroom becomes unavailable through damage, for example, this will be reported to the YCS as soon as is practicable and repairs will be completed in a timely manner of occurrence. If repairs are scheduled to take longer, then this will be discussed with the YCS. Should a room be deemed unavailable in light of the above standards, the mechanisms under Paragraph 5 of Schedule 2 (Prices and Invoicing) may be triggered.
- 6.41 The Supplier shall minimise the risk of fixtures and fittings in a Child or Young Person's room and elsewhere being used to commit acts of Self-harm and harm to others.
- 6.42 The Supplier shall minimise the risk of bedroom furniture being used to conceal prohibited or Unauthorised Items.
- 6.43 The Authority and YCS will work with Suppliers and DfE to maintain and develop the facilities across the SCH sector.



7. Case Management and Constructive Resettlement

Purpose

- 7.1 Case management and constructive resettlement processes shall enable Children and Young People to desist from offending, reduce risk of serious harm to self and others and make a positive impact on their lives.

Outcome Twelve

- 7.2 **Children and Young People are supported by end-to-end case management that ensures they have an Integrated Care Plan (which incorporates their Formulation), that promotes protective factors, addresses all their assessed needs, and reduces risks, and focuses on ensuring safety and resettling them back into their community.**
- 7.3 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to Standard 14: the care planning, specifically **14.1(b), 14.2 (b) (i-iii) and (c)**

Standard	The care planning standard
14.1(b)	The care planning standard is that children- (a) receive effectively planned care in or though the children's home (b) have a positive experience of arriving at or moving on from the home.
14.2(b)(i-iii) and (c)	In particular, the standard in paragraph (1) requires the registered person to ensure – (a) that all children are admitted to the home only if their needs are within the range of needs of children for whom it is intended that the home is to provide care and accommodation, as set out in the home's statement of purpose: - this is an authority obligation. (b) that arrangements are in place to— (i) ensure the effective induction of each child into the home; (ii) manage and review the placement of each child in the home; and (iii) plan for, and help, each child to prepare to leave the home or to move into adult care in a way that is consistent with arrangements agreed with the child's placing authority; (c) that each child's relevant plans are followed

Service Requirements

- 7.4 YJAF, the Youth Estate's electronic case management system (or other Approved Authority systems), shall be used during the Child or Young



Person's placement for all case management, sentence planning, assessment and risk recording, and for all other relevant and key information in line with YJB's AssetPlus: Joint Working Protocol and the minimum expectations outlined by the YCS.

- 7.5 There shall be regular meetings, information sharing and communication with YJSs, agencies and organisations involved with the Child or Young Person to provide a co-ordinated case and risk management process, including resettlement planning.
- 7.6 The Supplier shall deliver a Framework for Integrated Care (SECURE STAIRS) as stipulated by NHSE (see Section 8.1). Such compliance includes, but is not limited to, creating and following an Integrated Care Plan, which incorporates their Formulation, to strengthen positive/protective factors, set needs and risk-led objectives and provide the Child or Young Person with effective Interventions. This should build upon the Child or Young Person's strengths and goals to help them to shift their identity from pro-offending to pro-social behaviour, using the Constructive Resettlement Model.
- 7.7 Monitoring of risk assessment and management should take place throughout the Child or Young Person's time in custody. The Integrated Care Plan shall support when action needs to be taken regarding a Child or Young Person's risk or need, plans for addressing this must be put in place, recorded, and carried out according to the agreed timescales.
- 7.8 Children and Young People should be engaged with, encouraged to take part in, and actively contribute to, the Integrated Care Plan and case management process at all stages and shall understand their individualised plan objectives and how these will contribute to their constructive resettlement.
- 7.9 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 with regard to the Child or Young Person's views, wishes and feelings Standard, specifically **7.2 (a) (iv)**.

Standard	The children's views, wishes and feelings standard
7.1(a)(b)(c)and 2(a)(iv)	1. The children's views, wishes and feelings standard is that children receive care from staff who— (a) Develop positive relationships with them; (b) engage with them; and (c) take their views, wishes and feelings into account in relation to matters affecting the children's care and welfare and their lives.



	2.In particular, the standard requires the registered person to (a) ensure that staff (iv) regularly consult children, and seek their feedback, about the quality of the home's care;
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- 7.10 Families and Carers should be encouraged to contribute to the Child or Young Person's overall Integrated Care Plan. The Supplier should seek to engage with families and Carers where appropriate regarding the Child or Young Person's individual plan, and if necessary, look to improve the relationship between the child and their families and/or Carers.

Outcome Thirteen

- 7.11 **The Supplier shall ensure that Children and Young People are suitably prepared for release, Transfer or Transition supported through effective partnerships and communications with relevant Stakeholders.**
- 7.12 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to Standard 5: Engaging with wider system to ensure children's needs, specifically **5(b)** and **(c)**.

Standard	Engaging with wider systems to ensure children's needs are met
5.(b)	In meeting the quality standards, the registered person must, and must ensure that staff— (b) seek to secure the input and services required to meet each child's needs;
5. (c)	(c) if the registered person considers, or staff consider, a placing authority's or a relevant person's performance or response to be inadequate in relation to their role, challenge the placing authority or the relevant person to seek to ensure that each child's needs are met in accordance with the child's relevant plans;

Service Requirements

- 7.13 The Supplier shall engage with any local consortia or fora to promote and improve constructive resettlement outcomes and opportunities for Children and Young People.



- 7.14 Where accountability for aspects of delivery of the plan falls to other agencies, the Supplier shall use their best endeavours to ensure that those agencies fulfil their obligations.
- 7.15 The Supplier should seek opportunities with local training contractors, employers and the voluntary sector to provide services to Children and Young People while in custody which will prepare them for their resettlement into the community.
- 7.16 Possible Transfer to another secure establishment within the CYPSE or the Young Adult Estate should be identified early, allowing for collaborative planning with the Child or Young Person and relevant Stakeholders to take place within an appropriate timescale.
- 7.17 When Transfer to hospital under the Mental Health Act 1983 is deemed appropriate, plans should be made in conjunction with Healthcare.
- 7.18 The Supplier shall work with the YCS Placement Team to plan for those Children and Young People that due to age and length of sentence will be required to Transition into the young person (18-21) or Adult Estate to ensure the Child or Young Person is suitably prepared for an adult establishment.
- 7.19 Transfers will be managed in accordance with the latest YCS *Placement Review Guidance*.
- 7.20 The Supplier shall have effective strategic relationships with senior leaders in local authorities who are involved in Children and Young People's resettlement to improve their outcomes post-release.
- 7.21 Plans for Children and Young People shall take account of, and actively promote and encourage, opportunities for Release on Temporary Licence (ROTL) to support and enhance their constructive resettlement goals.
- 7.22 Education, Training or Employment (ETE) should be arranged prior to release, and where possible, suitable and appropriate accommodation arranged at least 28 days in advance.
- 7.23 The Supplier shall have strategies and policies in place that provide opportunities for the child's personal development, reparation and rehabilitation while also supporting effective resettlement planning involving accommodation, education, training, employment, leisure, health and wellbeing, supervision, and support arrangements prior to and upon release. This should be in line with the most recent guidance provided by the Authority.



8. Interventions

Purpose

- 8.1 The Supplier shall adopt a whole-systems approach and work together within a Framework for Integrated Care (SECURE STAIRS) to deliver trauma responsive, formulation-driven, care and interventions.
- 8.2 The Supplier shall plan and develop a package of evidence-based Interventions designed to address offending related risks and needs identified via the Asset Plus assessment tool.
- 8.3 The Supplier shall deliver evidence based sequenced programmes designed to respond, manage and address Children and Young People's harmful behaviours.
- 8.4 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to Standard 7: The children's views, wishes and feelings, specifically **7.2 (e)**.

Standard	The children's views, wishes and feelings standard
7.2(e)	2. In particular, the standard in paragraph (1) requires the registered person to— (e) ensure that the views of each relevant person are taken into account, so far as reasonably practicable, before making a decision about the care or welfare of a child.

Outcome Fourteen

- 8.5 **The Supplier shall have access to a suite of Interventions supported by Healthcare to deliver to Children and Young People, irrespective of custodial status. These should promote positive desistance factors and are specific to their individual assessed risks and needs to address their offending behaviour, risk of re-offending and behaviours that cause them or others distress or harm, for sentenced Children and Young People.**

Service Requirements

- 8.6 The Supplier shall ensure that the Interventions they offer are evidenced based and capable of addressing, the identified needs of this cohort. The Child or Young Person's Integrated Care Plan will be used to identify and consider their needs and situation factors and should be sequenced appropriately.



- 8.7 Reducing the risk of offending and reoffending is a priority for the Youth Justice System. The Authority recognises, however, that this system aim cannot be delivered unless Children and Young People are safe, and their wellbeing cared for; the Child or Young Person's most pressing and relevant needs must be met to be able to meet the system aim.
- 8.8 The Supplier shall engage Children and Young People in Interventions that are child-focused and are delivered with fidelity by people with appropriate skills and experience. Evaluation of effectiveness should be part of the Intervention being delivered.
- 8.9 The suitability of the Children and Young People's needs to be considered when delivering any Intervention relating to offending behaviour. Whether a Child or Young Person is sentenced or remanded will have an impact on the available appropriate interventions.
- 8.10 Interventions shall be delivered flexibly, where possible, and individually where appropriate. To note that the evidence base shows that mental health interventions should not be completed just prior to a Child or Young Person going to bed.
- 8.11 Interventions should respond to any Child or Young Person's needs arising from their marital status and should consider offering support to address the impact of childhood trauma on relationships later in life.
- 8.12 The Supplier should be able to evidence the progress being made by individual Child or Young Person within any given Intervention.

Outcome Fifteen

- 8.13 **Interventions shall be based on the principles of best and effective practice in addressing offending behaviour in Children and Young People.**

Service Requirements

- 8.14 The Supplier shall regularly analyse the offending behaviour needs of the cohort and shall demonstrate a robust rationale for the selection and sequence of Interventions to meet them.
- 8.15 The Suppliers shall have in place a framework for monitoring and evaluating the effectiveness of Interventions and the impact on the Child or Young Person post-release. This should inform future Intervention planning and delivery.



- 8.16 All structured psychological interventions which aim to address the attitudes, thinking and behaviour of Children and Young People in custody, including those accommodated in SCHs, can be approved via the Youth Custody Assurance Board (YCAB) in accordance with HMPPS National Framework for Interventions (NFI).
- 8.17 The programme of Interventions available at the SCH will be shared with the YCS Placements Service and YCS Contract Management Team, and the needs analysis will be kept up to date and developed in line with any emerging and effective practice and research.
- 8.18 The Supplier is encouraged to share Interventions where there is evidence of effectiveness in achieving their intended outcomes via the Youth Justice Resource Hub and other means of sharing practice.



9. Safeguarding

Purpose

- 9.1 **To ensure that all Children and Young People are kept safe and are protected from harm, both from themselves and others, and their safety and welfare are central to the development of policies and the delivery of all services and Interventions.**

Outcome Sixteen

- 9.2 Children and Young People are protected from harm caused by themselves, by peers or by adults, including protection from: physical, emotional, or sexual abuse/assault; Self-harm; neglect; accidental harm/injury.

Service Requirements

- 9.3 If the Registered Person considers it necessary for the purpose of safeguarding the child, they may impose conditions or restrictions upon visitor contact, with the consent of the Authority.
- 9.4 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to Standard 12: The protection of children, specifically **12.2(a) (i), 12.2 (b) and 12.2 (e)**.

Standard	The protection of children standard
12.2.(a)(i)and (ii)	In particular, the standard in paragraph (1) requires the registered person to ensure— (a) that staff— (i) assess whether each child is at risk of harm, taking into account information in the child's relevant plans, and, if necessary, make arrangements to reduce the risk of any harm to the child; (ii) help each child to understand how to keep themselves safe
12.2(b)	that the home's day-to-day care is arranged and delivered so as to keep each child safe and to protect each child effectively from harm;
12.2(e)	that the effectiveness of the home's child protection policies is monitored regularly.

Outcome Seventeen



- 9.5 **Safeguarding policies and practices are quality assured and subject to regular review and independent scrutiny.**

Service Requirements

- 9.6 The Supplier shall put in place an annually reviewed Safeguarding and Child Protection Policy, which details a multi-agency and multi-disciplinary approach to Safeguarding and child protection. This should be shared with the Authority after each annual review. The Supplier shall obtain the approval of the Local Safeguarding Children Partnership (or equivalent) in respect of the local policy.
- 9.7 The Supplier's Safeguarding policies and practices shall include clear governance arrangements and include independent oversight from the local multiagency Safeguarding arrangements in place.
- 9.8 The Supplier shall develop a strong relationship with the local multiagency Safeguarding arrangements in place and involve it fully in scrutinising practice and offering support to provide improvements. Any concerns about the support received from local multiagency Safeguarding arrangements in place must be escalated to the local authority and the YCS.
- 9.9 The Supplier shall develop and implement a clear process for reporting Safeguarding incidents or allegations to the local authority's child protection team and/or to the Local Authority's Designated Officer whenever a child protection concern is raised.
- 9.10 The Supplier's approach to Safeguarding and child protection shall include a clear process for learning lessons and continuous improvements which shall feed into any reviews and updates of Safeguarding and child protection practice.
- 9.11 The Supplier shall ensure that the Safeguarding Manager/Team provides a safeguarding report, detailing the work undertaken by the team, annually to the Authority.

Outcome Eighteen

- 9.12 **All Supplier's Staff understand their responsibilities to protect and promote the welfare of Children and Young People in their care and their duty to report concerns appropriately.**

Service Requirements



- 9.13 The Supplier shall ensure staff receive accredited training/ continued professional development in Safeguarding and Child Protection with annual refresher training delivered.
- 9.14 The Supplier shall comply with *Working Together to Safeguard Children 2023* Statutory Guidance.
- 9.15 The Authority expects compliance with the Children's Homes (England) Regulations, 2015 in regard to Standard 12: The protection of children, specifically 12.2 (a) (v-viii)

Standard	The protection of children standard
12.2(a)(v-viii)	In particular, the standard in paragraph (1) requires the registered person to ensure— (a) that staff— (v) understand the roles and responsibilities in relation to protecting children that are assigned to them by the registered person; (vi) take effective action whenever there is a serious concern about a child's welfare; and (vii) are familiar with, and act in accordance with, the home's child protection policies;

- 9.16 The Supplier shall ensure that staff are aware of the Whistleblowing Policy and a clear process is in place that enables them to raise concerns about a child's safety and wellbeing, report Safeguarding incidents and/or child protection allegations to the relevant local authority's child protection team/and or the designated officer. The Supplier will offer assurances that the outcome of these is considered satisfactory.
- 9.17 The Supplier shall report any whistle blowing allegations to the YCS within 24 hours of the Registered Manager becoming aware and that the YCS is kept informed of the investigation process and outcomes.
- 9.18 Any Chaplain working in the SCH should have appropriate security vetting clearance. This would usually be Enhanced DBS, Enhanced Level 2 and CTC. YCS will provide facilities for Enhanced Level 2 and CTC to be undertaken.

Outcome Nineteen



- 9.19 **The Supplier shall ensure that Children and Young People assessed as being 'critical cases' by the YCS Placement Service are appropriately managed.**
- 9.20 The Supplier shall ensure Children and Young People are referred to the YCS Placement Service 'Critical Case Pathway' as appropriate.
- 9.21 The Authority expects compliance with the Children's Homes (England) Regulations 2015 regarding **Standard 5**: Engaging with the wider system to

Standard	Engaging with the wider system to ensure children's needs are met
5(a-d)	In meeting the quality standards, the registered person must, and must ensure that staff— (a) seek to involve each child's placing authority effectively in the child's care, in accordance with the child's relevant plans; (b) seek to secure the input and services required to meet each child's needs; (c) if the registered person considers, or staff consider, a placing authority's or a relevant person's performance or response to be inadequate in relation to their role, challenge the placing authority or the relevant person to seek to ensure that each child's needs are met in accordance with the child's relevant plans; and (d) seek to develop and maintain effective professional relationships with such persons, bodies or organisations as the registered person considers appropriate having regard to the range of needs of children for whom it is intended that the children's home is to provide care and accommodation.

ensure children's needs are met.



Service Requirements

- 9.22 Where a Critical Casework Panel Meeting is held and SCH representatives invited, the Supplier is expected to be fully engaged and ensure that appropriate representative(s) are in attendance.
- 9.23 The Supplier maybe required to provide information to the Critical Casework Panel at short notice or on ad-hoc occasions. In such cases, the Supplier will ensure that any information is provided within the timeframe agreed with YCS Placements.
- 9.24 Any incident requiring the use of Regulation 40, or is likely to attract media attention, should firstly be reported to the YCS Contract Management Team and added to the Safeguarding Log to ensure the Safeguarding team is made aware (YCS_HQSafeguarding@justice.gov.uk). This should all take place within 24 hours, or an hour of Ofsted being notified, whichever is soonest.



Annex A - List of Key Documents, Policies and Standards

The Authority has set out below all the key documents referred to in this Operational Specification that the Supplier is expected to comply with. Copies of Protocol, Procedures, Guidance and Standards are included in Schedule 10. Legislative documents are available at www.legislation.gov.uk.

- **2. Introduction**

Standards for children in the youth justice system, 2019

Children's Homes (England) Regulations, 2015

Guide to the Children's Homes Regulations including the quality standards, DfE, 2015

Healthcare Standards for Children and Young People in Secure Settings, 2023

Crime and Disorder Act, 1998

Powers of Criminal Courts (Sentencing) Act, 2000

Working Together to Safeguard Children (Statutory Guidance), 2023

- **3. Working with the MOJ**

YJB Serious and Significant Incident Reporting Protocol, 2009

YCS Placement Team Overview of Operational Procedures, 2023

SCH Refusals Process

Prevent duty guidance: Guidance for specified authorities in England and Wales, 2023

AssetPlus Assessment and Planning Interventions, 2014

Access to Digital Evidence (A2DE) Policy Framework, 2023

The Person Escort Record (PER) Policy Framework, 2023

The Care and Management of Individuals who are Transgender Policy Framework, 2024.



- **5. Education**

SEN Code of Practice: 0 to 25 years (2015)

- **6. Care and Management of Children**

Independent Review of Restraint in Juvenile Secure Settings, 2008

Use of force, restraint and restrictive practices in the children and young people secure estate, 2023

Independent review of the use of pain-inducing techniques in the youth secure estate, 2020

Minimising and Managing Separation and Isolation in the Children and Young People Secure Estate, 2022

- **7. Case Management and Resettlement**

AssetPlus Joint Working Protocol v1.2, 2018

Mental Health Act, 1983

YCS Placement Review Guidance, 2023

YCS Transition Protocol, 2022

Transition of Young People from the Children and Young People Secure Estate to Adult Custody Policy Framework, 2022

ROTL (Mobility) Guidance, May 2022

- **8. Interventions**

Framework for Integrated Care (SECURE STAIRS) Key Principles and Outcomes, 2020

- **9. Safeguarding**



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Critical Casework Panel (Terms of Reference), 2018

Working Together to Safeguard Children (Statutory Guidance), 2023

PSI 03/2014 Security Vetting



SCHEDULE 2 – PRICES and INVOICING

1. Definitions

1.1. In this Schedule, the following definitions shall apply:

“Daily Unlock Report” means the daily report provided by the Supplier to the Authority confirming the number of Guaranteed Block Bed Night places that are available and the number of places which are not available;

“Monthly Payment” has the meaning given to it in paragraph 4.

2. Content

2.1. This Schedule 2 (Prices and Invoicing) sets out:

- 2.1.1. the pricing mechanism;
- 2.1.2. the circumstances in which the prices may be amended, and the information required by the Authority in respect of such requests;
- 2.1.3. the payment mechanism;
- 2.1.4. information required by the Authority from the Supplier to support the invoicing process; and
- 2.1.5. financial audit and the consequences of such audit.

3. Principles of Pricing and Invoicing

3.1. The Supplier acknowledges that as a user of public money, the Authority has a duty to account for the money it spends and to ensure that value for money is being achieved. The Parties shall perform their obligations in this Schedule 2 (Prices and invoicing) and shall use their best endeavours to ensure their financial arrangements:

- 3.1.1. achieve full cost transparency;
- 3.1.2. are auditable;
- 3.1.3. support the achievement for Value for Money;
- 3.1.4. are simple to understand and to operate; and
- 3.1.5. ensure that the Supplier can only recover up to the “Full Economic Cost” of delivering the Service Specification.

PART A: Monthly Payment

4. Monthly Payment

4.1. The Monthly Payment shall be the full Price payable by the Authority in respect of the Accommodation Services and the performance by the Supplier of all other obligations under this Contract.



- 4.2. The monthly amount payable to the Supplier for the Accommodation Services (the “**Monthly Payment**”) shall be calculated as follows:

$$\text{MP} = (\text{GBBNP} - \text{UGBBNP}) + \text{SBNP} + \text{ASF} - \text{PMD}$$

Where:

GBBNP = Guaranteed Block Bed Night Price x Guaranteed Block Bed Nights x Days in the relevant Month

UGBBNP = Guaranteed Block Bed Night Price x Unavailable Guaranteed Block Bed Night Place in the relevant Month

SBNP = Spot Bed Night Price x number of Spot Bed Nights used in relevant Month

ASF = Additional Service Fees for the relevant Month

PMD = the performance management deduction as calculated under paragraph 6

- 4.3. The first Monthly Payment shall cover the period from Accommodation Service Commencement Date to the end of that Month (pro-rated where the Accommodation Service Commencement Date is not the first day of the Month), and the final Monthly Payment shall cover the period from the first day of the final Month of this Contract to the end of the Term (pro-rated where this Contract end date is not the last day of the Month).

5. Availability Criteria

- 5.1. The Authority will not pay the Guaranteed Block Bed Night Price where a place, or a number of places, are deemed to be Unavailable Guaranteed Block Bed Night Place, based on the criteria set out in paragraph 5.2.
- 5.2. An Unavailable Guaranteed Block Bed Night Place will be when a Child or Young Person cannot be placed in the bed within the SCH (and no alternative place is found at the SCHs own cost) or has to be removed from the SCH and placed elsewhere in the following circumstances:
- 5.2.1. Children or Young People are at risk or the placement is unsafe. The Authority reserves the right to remove a Child or Young Person or all the Children and Young People placed by the Authority in the SCH, in circumstances where the Authority has assessed that the Children and Young People are at risk or the placement is unsafe. Where:



- 5.2.1.1. continuing registration as a Children's Home is in doubt or a decision to suspend registration is pending;
 - 5.2.1.2. a decision to suspend the licence is pending;
 - 5.2.1.3. there is the consideration of the imposition of conditions by OFSTED on licensing that would impact on the Supplier's ability to deliver the Service Specification;
 - 5.2.1.4. if registration or licence are cancelled or conditions are imposed that limit the Authority's ability to place a Child or Young Person (for example issues identified during an Inspection give the Authority sufficient cause for concern to remove young people from the Premises); and/or
 - 5.2.1.5. where the Authority has reasonably deemed Children and Young People to be at risk and has suspended placements and/or removed a Child or Young Person from the Premises;
- 5.2.2. the room is physically unavailable due to damage. If the room is unavailable because of a need for repairs or damage or does not comply with Schedule 1 (Specification) section 6.37 and 6.38, the SCH should endeavour to find alternative secure accommodation for the Child or Young Person within the SCH at its own cost. The Authority shall be notified as soon as reasonably practicable and, in any event, no later than midnight on the day on which the damage and unavailability is identified;
- 5.2.3. the Supplier declines to accept a referral under a Guaranteed Block Bed Night. In such circumstance, the Supplier shall provide the reasons for declining the referral and the Authority, acting reasonably, will consider these reasons in light of the regulatory obligations of the Registered Manager and Supplier. In such circumstances, the Authority reserves the right, acting reasonably to consider the Guaranteed Block Bed Night an Unavailable Guaranteed Block Bed Night Place until the earlier of: (a) new placement is accepted or (b) for 5 calendar days;
- 5.2.4. the room is not declared available to the YCS under the daily unlock report. The Supplier will be responsible for informing the Authority daily with the number of Guaranteed Block Bed Night places that are available and the number of places which are not available. If a Guaranteed Block Bed Night place is vacant but not declared available to the YCS (and the error is not picked up, resulting in non-placement by the Authority that day), it will be considered an Unavailable Guaranteed Block Bed Night Place and not paid for. The onus is on the Supplier to declare available beds;
- 5.2.5. the Room is deemed an Unavailable Guaranteed Block Bed Night Place by virtue of it being utilised as a Welfare Ad hoc Bed Night in accordance with clause B7; and



- 5.2.6. where in the sole discretion of the Authority acting reasonably, the room is deemed to be unavailable.

6. Performance

- 6.1. The Supplier acknowledges and accepts that it is required to comply with Schedule 8 (Performance Management Framework) in the delivery of the Accommodation Services. Should the Supplier's performance breach the relevant threshold (as set out in Schedule 8), the Supplier shall apply a credit against the Valid Invoice in the subsequent Month calculated as follows:

Invoice value for the month in which Performance Points were accrued x (0.02% x Performance Points above the threshold *) = the deduction from the subsequent monthly invoice (up to a maximum of 5% of the Monthly Payment rounded to two decimal places)

* Where Performance points are calculated on the following basis: 1 - 49 points sit below the threshold and attract no deduction; points 50 and above attract a penalty of 0.02% per point.

Worked Example:

- The invoice for January was £100,000.
- The supplier accrued 100 Performance Points in January.
- For the calculation, points 1 to 49 attract no deduction but the remaining points $100 - 49 = 51$ attract 0.02% deduction per point.
- Multiply the performance points above the threshold by the percentage per point : $51 \times 0.02\% = 1.02\%$.
- The deduction from the February invoice would therefore be £1,020 (i.e. $£100,000 \times 1.02\%$)

7. Additional Services Fees

- 7.1. Additional Services shall be ordered in accordance with clause B7B using the order form set out in Annex B of this Schedule 2; and the Additional Services Fees shall be as agreed between the parties and as set out in an agreed Additional Services Order.
- 7.2. The parties shall comply with the pricing principles set out in paragraph 9 when agreeing any Additional Services Fees.

8. Annual Price Review



- 8.1. Without prejudice to paragraph 8.5, the GBBNP and SBNP may be subject to an increase once per Contract Year in accordance with this paragraph 8.
- 8.2. Any increase agreed by the Authority in accordance with this paragraph 8 shall be notified to the Supplier in writing and shall become effective as of 1st April of the upcoming Contract Year (the "**Price Adjustment Date**"). The earliest Price Adjustment Date will be 1st April 2027.
- 8.3. The Supplier may by no later than 31st January in each Contract Year, submit for approval by the Authority a written request to the Authority to increase the GBBNP and/or SBNP in line with indexation (subject to any caps pursuant to paragraph 8.5 below), calculated in accordance with paragraph 8.4 below. Any such request shall be accompanied by the Supplier's indexation calculation as calculated in accordance with paragraph 8.4, and/or any other data regarding Full Economic Cost of the Accommodation Services and any other information and documentation that the Authority may request to enable it to consider such proposed increase in accordance with paragraph 8.5.
- 8.4. The Supplier shall calculate the indexation of the GBNP and SBNP in accordance with the following indices:
- 8.4.1. Staff Costs: AWE- K54N: Average Weekly Earnings Index; or
- 8.4.2. Non-Staff Costs: CPI-D7BT: Consumer Price Index.
- and shall calculate the indexation by multiplying the relevant amount or sum of the relevant element of the Price by the percentage increase or decrease in the above Index as at September (as published in December) closest to the next Price Adjustment Date.
- 8.5. The Authority may approve the Supplier's request to increase the GBNP and the SBNP (at its discretion), provided that such increase shall be capped at the lower of (a) the indexed sums calculated in accordance with paragraph 8.4; and (b) the Full Economic Costs of the Supplier in delivering the Accommodation Services.

9. Pricing Principles

- 9.1. The parties shall comply with the following principles when agreeing any Additional Services Fees, or any other Change to the Price in accordance with the remaining terms of this Contract (including without limitation in connection with any Annual Price Review, Premises Change, or other Change including a Mandatory Change or costs of Termination Services). In agreeing any Additional Services Fees or Change to Price, the Supplier shall:



- 9.1.1. only recover up to the Full Economic Cost of delivering the Services, Premises Change, other Change and/or Additional Services or Termination Services;
- 9.1.2. not include any profit;
- 9.1.3. where suitable, utilise all existing resources of the Supplier;
- 9.1.4. be transparent in respect of the Price adjustment proposed and any cost forming part of the Full Economic Cost to the Supplier, and shall provide such evidence of the same as the Authority may request; and
- 9.1.5. not seek to reopen discussions on Price or elements thereof which have already been agreed and determined in accordance with the remainder of this Schedule 2 (Pricing and Payment).

Part B: Invoicing and Payment

10. Invoicing and Payment

10.1. The Supplier shall submit an accurate Valid Invoice, in the form as set out in Annex A and in accordance with Clause C1, for the Monthly Payment in accordance with paragraph 4 to the Authority no later than ten (10) Business Days after the end of the Month of actual Accommodation Service provision. The invoice shall include:

- 10.1.1. Guaranteed Block Bed Night Price;
- 10.1.2. Guaranteed Block Bed Nights in the relevant Month;
- 10.1.3. Days in the relevant Month;
- 10.1.4. Spot Bed Night Price;
- 10.1.5. number of Spot Bed Nights used in relevant Month;
- 10.1.6. Confirmation of the Additional Services provided in the relevant Month;
- 10.1.7. Additional Services Fees for the Additional Services referred to in paragraph 10.1.6;
- 10.1.8. Unavailable Guaranteed Block Bed Night Place deductions calculated in accordance with paragraph 5; and
- 10.1.9. Performance deductions calculated in accordance with paragraph 6.

10.2. Should the Authority have any queries in respect of a Valid Invoice, these shall be sent to the Supplier in writing and the Supplier shall respond within five (5) Business Days of such request; and shall upon request provide such Open Book Data in respect of the Price as the Authority may reasonably request. For the avoidance of doubt, any queries raised in respect of a Valid Invoice under this paragraph 10.2 shall be considered a disputed invoice for the purposes of Clause C1.19 until the Authority is satisfied with the response from the Supplier (acting reasonably).

10.3. Invoices may not be dated any earlier than the last day of the Month of actual Accommodation Service provision and the date of Receipt by the Authority, or



the invoice's actual date, shall be the binding date that determines payment, whichever is the later.

10.4. The Authority shall pay each Valid Invoice in accordance with clause C1.18(b) of this Contract.

Part C: Audit

11. Financial Assurance

11.1. Without prejudice and in addition to the rights contained in clause F5, the Supplier shall:

- 11.1.1. run an open-book accounting and allow an audit of all Open Book Data during the contract by the Authority in accordance with clause F5.2; and
- 11.1.2. ensure that all Prices never reflect more than the Full Economic Cost of the Accommodation Services, in accordance with paragraph 3.1.5 and otherwise comply with the pricing principles at paragraph 9.

12. Full Economic Cost

12.1. Where, in the Authority's reasonable opinion, it determines that the Supplier is recovering through the Price a sum which exceeds the Full Economic Cost of providing the Accommodation Services it shall notify the Supplier, and may require the Supplier to:

- 12.1.1. make such adjustment to the relevant Price for all Months from the date of such notice as the Authority reasonably considers are necessary to reduce the amount paid to the Supplier so as to reduce the Supplier's level of recovery to its Full Economic Cost (including reducing future payments to account for part recovery of costs above the Full Economic Cost);
- 12.1.2. repay to the Authority (within 60 days of such notice) any amounts paid to the Supplier in excess of the Full Economic Cost for the period from the most recent Price Adjustment Date to the date of the adjustment to Price in accordance with paragraph 12.1.1; and/or
- 12.1.3. terminate this Agreement in which case termination shall be treated as if this Agreement had been terminated pursuant to Clause H4.



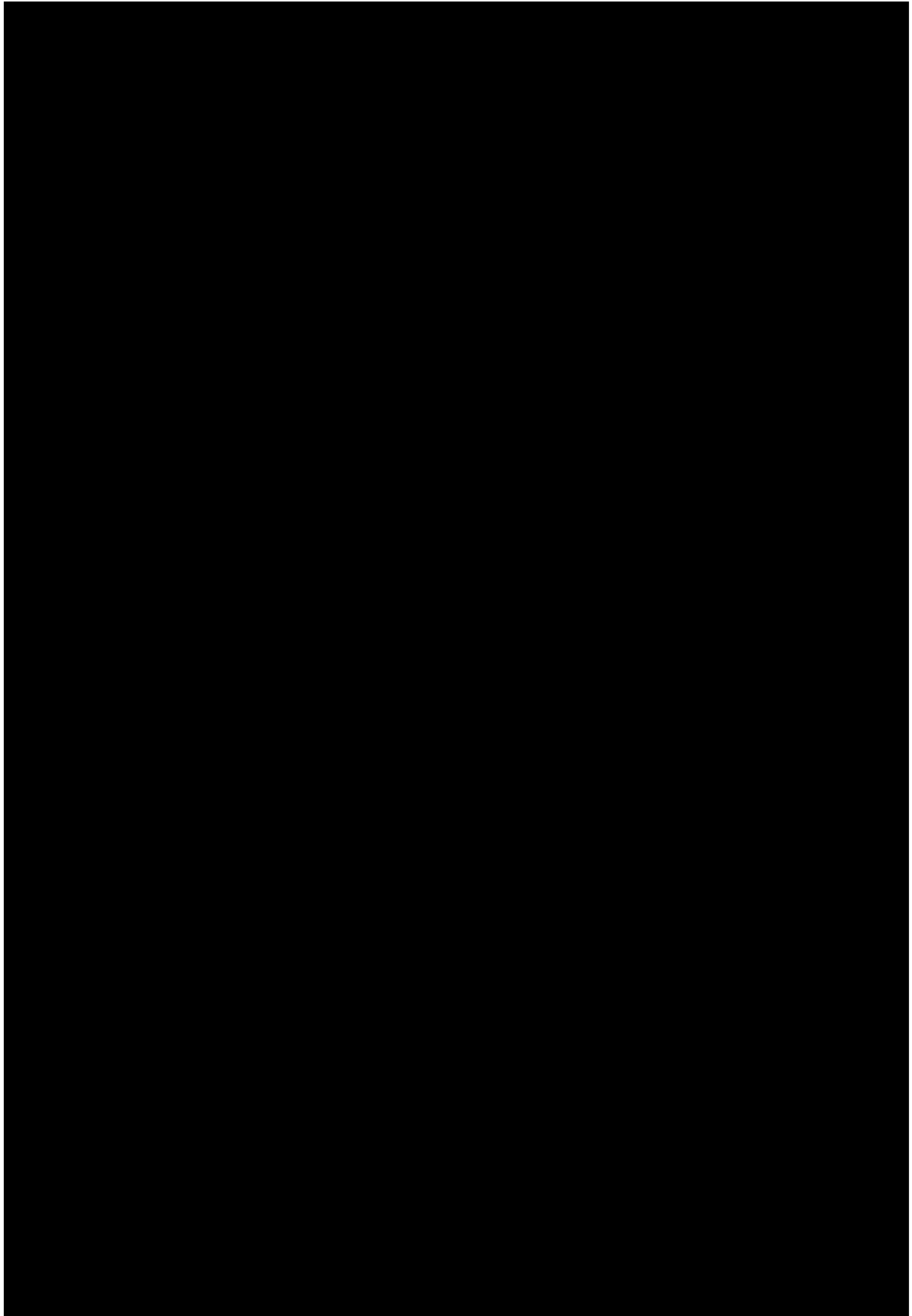
Annex A – FRT



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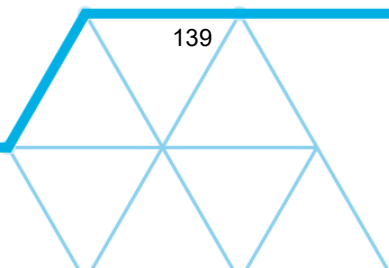
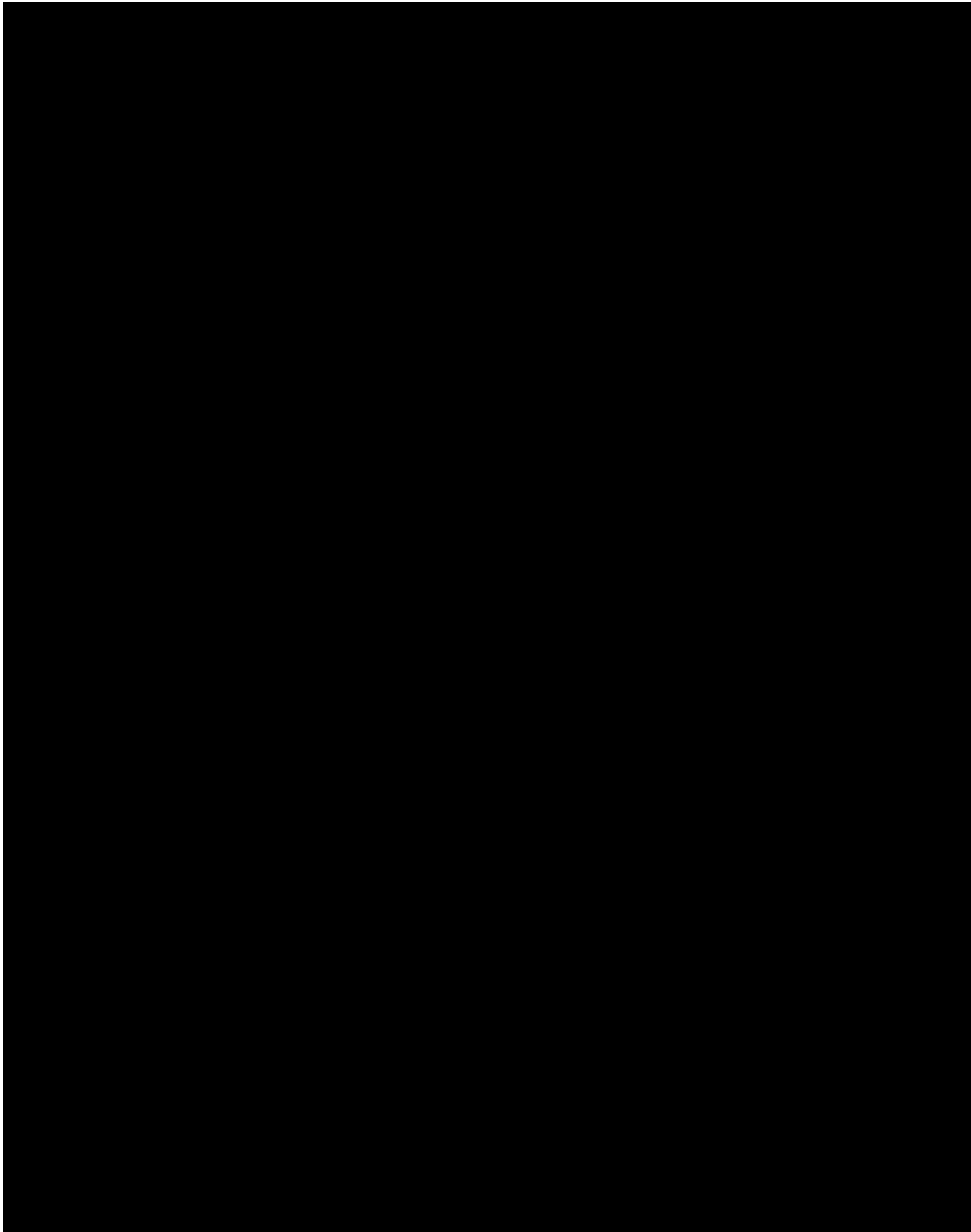




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Annex B – Additional Services Order Form

Additional Services Order

This Additional Services Order is dated **[insert]** and made between:

- (1) **The Secretary of State for Justice** of 102 Petty France, London, SW1H 9AJ acting as part of the Crown (the Authority); and
- (2) **Durham County Council** of Durham County Council, County Hall, Durham, DH1 5UB (the Supplier).

Background

- (A) The Authority and Durham County Council (the Supplier) have entered into a Contract dated (the Contract).
- (B) This Additional Services Order sets out details of the Additional Services to be provided and Additional Services Fees to be paid under this Additional Services Order

The parties agree that:

1 Structure

- 1.1 Unless otherwise defined in this Additional Services Order, terms used in this Additional Services Order shall have the meaning given to them in Clause A1 of the Agreement.
- 1.2 The Supplier agrees that it shall provide the Additional Services to the Relevant Child or Young Person in accordance with the terms of the Contract (and such Additional Services shall form part of the Services under the Contract).
- 1.3 The Authority agrees that it shall pay the Additional Services Fees for provision of the Additional Services in accordance with Schedule 2 (Pricing and Invoicing) of the Contract (and such Additional Services Fees shall form part of the Price under the Contract).

2 Term of Additional Services



- 2.1 This Additional Services Order shall commence on [insert] and shall continue until [insert date] or if earlier the Additional Services are terminated in accordance with clause B7B.3.
- 2.2 The Additional Services shall cease, and the Additional Services Fees shall cease to be payable where the:
- (a) the Relevant Child or Young Person no longer requires the Additional Services, and the Additional Services are terminated (in accordance with clause B7B.3 or otherwise in the sole discretion of the Authority); or
 - (b) the Contract is terminated or expires in accordance with the terms of the Contract.

3 Child or Young Person

- 3.1 The Supplier shall provide the Additional Services to the Relevant Child or Young Person as detailed below:
- 3.1.1 Name of Child or Young Person: [insert] (the Relevant Child or Young Person).
 - 3.1.2 Age of Relevant Child or Young Person: [insert].
 - 3.1.3 Summary of particular needs or requirements of the Relevant Child or Young Person: [insert].

4 Additional Services

- 4.1 Pursuant to B7B of the Agreement, the Authority has provided notice that the Relevant Child or Young Person requires Additional Services (a copy of which is set out at Appendix 1). The Supplier shall provide the following Additional Services to the Relevant Child or Young Person:
- 4.1.1 [insert Additional Services required].
- 4.2 The Supplier shall:
- 4.2.1 provide the following reports to the Authority (or such other information from time to time and as reasonably required by the Authority in respect of the Relevant Child or Young Person):
 - (a) [insert any other additional information required in the report].



4.2.2 [Insert any other additional obligations for the Supplier].

5 Additional Services Fees

5.1 In consideration for the provision of the Additional Services, the Authority agrees to pay the Supplier the following Additional Services Fees:

5.1.1 [Insert Fees].

6 Special Conditions

6.1 [Insert if required].



Appendix 1: Additional Services Request

[insert]



SCHEDULE 3 - CHANGE CONTROL

Change Request Form

(For completion by the Party requesting the Change)

Contract Title:	Party requesting Change:
Name of Supplier:	
Change Request Number:	Proposed Change implementation date:
Full description of requested Change (including proposed changes to wording of the Contract where possible):	
Reasons for requested Change:	
Effect of requested Change	
Assumptions, dependencies, risks and mitigation (if any):	
Change Request Form prepared by (name):	
Signature:	
Date of Change Request:	



Contract Change Notice ("CCN")

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)



Contract Title:		Change requested by:	
Name of Supplier:			
Change Number:			
Date on which Change takes effect:			
Contract between: The [Secretary of State for Justice]/[The Lord Chancellor] [delete as applicable] and [insert name of Supplier]			
It is agreed that the Contract is amended, as follows: [Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible] Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated.			
Words and expressions in this CCN shall have the meanings given to them in the Contract. The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN			
Signed for and on behalf of [the Secretary of State for Justice]/[the Lord Chancellor]		Signed for and on behalf of [insert name of Supplier]	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	



SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause D5 (Freedom of Information).
- 2 In this Schedule 4 (Commercially Sensitive Information) the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 4 (Commercially Sensitive Information) applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY
Schedule 2 Annex A (FRT)	Commencement Date	Full life of the Contract



SCHEDULE 5 – SUPPLIER, AUTHORITY AND THIRD PARTY SOFTWARE

Supplier Software comprises the following:

Software	Supplier (if Affiliate of the Supplier)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

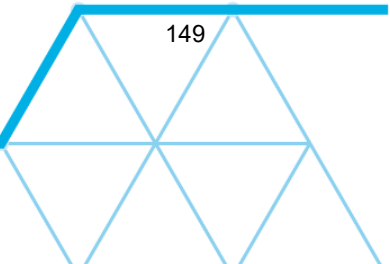
Authority Software comprises the following:

Authority Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?
YJAF							
Tablo							

Third Party Software comprises the following:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?







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SCHEDULE 6 – NOT USED



SCHEDULE 7 – INSURANCE REQUIREMENTS

1. Third Party Public and Products Liability Insurance

1.1. Insured

Supplier

1.2. Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

1.2.1 death or bodily injury to or sickness, illness or disease contracted by any person

1.2.2 loss of or damage to property

happening during the Period of Insurance and arising out of or in connection with the Contract

1.3. Limit of Indemnity

Not less than twenty million pounds (£20,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but twenty million pounds (£20,000,000) any one occurrence but in the aggregate per annum in respect of products and pollution liability (to the extent covered by the policy).

1.4. Period of Insurance

From the Commencement Date and for the duration of the Contract and renewable on an annual basis unless agreed otherwise

1.5. Principal Cover Features and Extensions

Indemnity to principals clause

1.6. Principal Exclusions



- 1.6.1 War and related perils
- 1.6.2 Nuclear and radioactive risks
- 1.6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment
- 1.6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles
- 1.6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured
- 1.6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property
- 1.6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel
- 1.6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence

1.7. Maximum Deductible Threshold

Not to exceed *[Maximum Deductible threshold to be agreed with the Supplier]* in respect of each and every third party property damage claim (personal injury claims to be paid in full)



2. Professional Indemnity Insurance

2.1. Insured

Supplier

2.2. Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the insured during the period of insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Contract.

2.3. Limit of Indemnity

Not less than one million pounds (£1,000,000) in respect of any one claim and in the aggregate per annum.

2.4. Period of Insurance

From the Commencement Date of the Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the duration of the Contract or until earlier termination of the Contract and (b) for a period of six (6) years thereafter.

2.5. Principal Cover Features and Extensions

2.5.1 Failure to teach claims

2.5.2 Retroactive cover to apply to any "claims made policy wording" in respect of the Contract or retroactive date to be no later than the Commencement Date of the Contract.

2.6. Principal Exclusions

2.6.1 War and related perils.

2.6.2 Nuclear and radioactive risks.

2.7. Maximum Deductible Threshold



Not to exceed [*maximum deductible threshold to be agreed with the Supplier*] for each and every claim.

3. Compulsory insurances

- 3.1. The Supplier is required to meet its United Kingdom and all other statutory or insurances required by Law worldwide in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.



SCHEDULE 8 – PERFORMANCE MANAGEMENT FRAMEWORK

1. Overview of the performance management framework

- 1.1. This schedule describes the method by which the Authority will measure and manage the delivery of the services provided by the Supplier. The performance measurement framework will operate continuously throughout the year through a combination of assurance meetings, self-reporting and performance reviews.

Part A: CDI's and Performance Points

2. Contract compliance measures

- 2.1. Annex A sets out the CDI's which the Parties have agreed shall be used to measure the performance of the Accommodation Services by the Supplier.
- 2.2. The Supplier shall monitor its performance against each CDI and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 2.3. Performance Points shall accrue for any CDI Failure and shall be calculated in accordance with Annex A.

3. Performance Points

- 3.1. If the level of performance of the Supplier during a Performance Period achieves a Performance Target in respect of a CDI, no Performance Points shall accrue to the Supplier in respect of that CDI.
- 3.2. If the level of performance of the Supplier during a Performance Period is below the Performance Target (a "**CDI Failure**") in respect of a CDI, Performance Points shall accrue to the Supplier in respect of that CDI as set out in paragraph 3.3.
- 3.3. The number of Performance Points that shall accrue to the Supplier in respect of CDI Failure shall be the applicable number as set out in Annex A.

Part B: Remedies

4. Remedies

Failure to meet the CDIs at Annex A will result in a tiered Authority response, as per the following table (provided for information) of triggers and contractual mechanisms:

Trigger	Authority/ YCS Response Level	Points Thresholds (monthly)	Performance Mechanism Trigger	Reference
I.	Authority's right to escalate triggered	n/a	n/a	Paragraph 4.3



II.	Performance Points awarded	Up to 24 Performance Points	n/a	Paragraph 3.3
III.	Authority's right to issue an Improvement Notice triggered	25 or more Performance Points		Paragraphs 4.1 and 5
IV.	Authority's right to issue an Outstanding Issues Notice triggered	n/a	Failure to deliver on Improvement Notice Action Plan	Paragraphs 7.1 and 7.2
V.	Authority's right to apply Service Credits	50 Performance Points or above	n/a	Paragraph 4.4
VI.	Authority's right to: a) reduce payment; b) procure alternative services is triggered	275 points per rolling year	n/a	Clause F2.1(a) to (c)
		n/a	Any other Material Breach Event (see paragraphs 4.5 and 7.3 below)	Clause F2.1(a) to (c)
VII.	Authority's right to terminate the Contract is triggered	275 points per rolling year		Clause F2.1(d) and H2
		n/a	Any other Material Breach Event (see paragraph 4.5 and 7.3 below)	Clause F2.1(d) and H2

4.1. **Improvement Notice:** Without prejudice to any other rights or remedies within the Contract, where:

4.1.1. in any Month the Supplier accrues 25 or more Performance Points; or

4.1.2. the Supplier is in breach of this Contract; or



4.1.3. the Authority reasonably believes that the Supplier has failed to supply all or any part of the Accommodation Services in accordance with the Contract, Law or Good Industry Practice,

(an instance of “**Reduced Performance**”) the Authority may issue an Improvement Notice to the Supplier in accordance with paragraph 5 of this Schedule 8 (Performance Management Framework), and the Supplier shall comply with paragraph 6 of this Schedule 8 (Performance Management Framework) in respect of the same.

4.2. **Outstanding Issues Notice:** Without prejudice to any other rights or remedies within the Contract, the Authority may issue an Outstanding Issues Notice to the Supplier in accordance with paragraph 7 of this Schedule 8 (Performance Management Framework), and the Supplier shall comply with paragraph 6 of this Schedule 8 (Performance Management Framework) in respect of the same.

4.3. **Escalation:** Without prejudice to clause 11 (Dispute Resolution), the Authority may at any time where it has concerns regarding any Reduced Performance of the Supplier including but not limited to either an Improvement Notice or Outstanding Issues Notice failing to remedy an instance of Reduced Performance escalate such concern. The Supplier shall upon request following such escalation procure that a Responsible Individual shall meet and co-operate in good faith with the Authority in the remediation of such Reduced Performance in accordance with the terms of this Contract.

4.4. **Service Credits:** Without prejudice to any other rights or remedies within the Contract, where in any Month the Supplier accrues 50 Performance Points or above, the Authority may apply service credits in accordance with paragraph 6 of Schedule 2 (Prices and Invoicing).

4.5. **Material Breach:** Without prejudice to any other rights or remedies within the Contract, where:

4.5.1. in any rolling twelve (12) Month period over the term of this Contract, the Supplier accrues more than 275 or more Performance Points; or

4.5.2. the Supplier fails to comply with the terms of an Improvement Plan; or

4.5.3. the parties cannot agree the terms of an Outstanding Issues Notice; or

4.5.4. the Supplier fails to comply with the terms of an Outstanding Issues Notice,

this shall be deemed to be a Material Breach for the purposes of clause F2 and H2.

5. Improvement Notices



5.1. The Authority may issue a notice (an “**Improvement Notice**”), bringing this to the attention of the Supplier, if at any time the Authority considers any of the circumstances set out in paragraph 4.1 above exist.

5.2. An Improvement Notice shall state:

5.2.1. any area of Reduced Performance (which may include the nature and dates on which the occurrences of failure were recorded or took place); and

5.2.2. details of any other way in which the Supplier's performance falls short of the requirements of this Contract, Law or Good Industry Practice or is otherwise unsatisfactory; and

5.2.3. any other supporting information which the Authority considers to be relevant.

6. **Improvement Plan**

6.1. Upon receipt of an Improvement Notice, the Supplier shall use all reasonable endeavours to immediately minimise the impact of such instance of Reduced Performance.

6.2. Within 5 Working Days of the date of issue of an Improvement Notice or such longer period as specified in the Improvement Notice, the Supplier shall deliver to the Authority a plan (the “**Improvement Plan**”) in respect of the areas of Reduced Performance identified in the Improvement Notice, which shall:

6.2.1. provide an explanation of the causes of the Reduced Performance;

6.2.2. identify the actions (the “**Improvement Actions**”) needed to remedy the Reduced Performance identified in the Improvement Notice and prevent its re-occurrence;

6.2.3. set out:

- i. the Supplier's proposals for carrying out the Improvement Actions;
- ii. a programme for undertaking such actions;
- iii. the date by which such actions will be completed;
- iv. any actions or consents required from the Authority to facilitate the Supplier's remedial actions; and
- v. specify proposed criteria for the purpose of auditing



the completion of the remedial actions and resolution of the Reduced Performance.

6.3. Following receipt of an Improvement Plan, the Authority may (acting reasonably):

6.3.1. agree the Improvement Plan; or

6.3.2. reject the Improvement Plan and require the Supplier to submit a revised Improvement Plan or issue an Outstanding Issues Notice within five (5) Working Days of such rejection (or such other time as may be agreed by the Parties in writing).

6.4. Each Improvement Plan shall be sequentially numbered from a central register maintained by the Authority. In the event that a further unconnected circumstance occurs which results in the issue of a separate Improvement Notice, a separate Improvement Plan shall be raised and recorded in the central register under a separate sequential number.

6.5. An Improvement Plan may relate to one or more incidents of Reduced Performance.

6.6. The Supplier shall implement all the Improvement Actions by the date(s) specified in the Improvement Plan at no cost to the Authority.

6.7. An Improvement Plan shall remain open until the Improvement Actions identified therein have been completed in accordance with the agreed Improvement Plan to the Authority's satisfaction, whereupon it shall be closed.

6.8. A report on progress against each open Improvement Plan shall be provided at agreed intervals.

6.9. The Authority shall measure progress against an Improvement Plan by auditing the completion of Improvement Actions and requesting any information from the Supplier (which the Supplier shall promptly provide) as it reasonably requires to assure itself of completion.

7. **Outstanding Issues Notice**

7.1. Where:

7.1.1. the Supplier fails to submit a revised Improvement Plan; or

7.1.2. the revised Improvement Plan is in the Authority's reasonable opinion unacceptable; or

7.1.3. where the Improvement Actions have not been carried out in accordance with the terms of the Improvement Plan; or



7.1.4. where Improvement Actions are carried out and completed but do not succeed in remedying the Reduced Performance identified in the Improvement Notice or in preventing its re-occurrence,

the Authority may either:

- i. issue a further Improvement Notice in respect of the same areas of poor performance; or
- ii. issue an Outstanding Issues Notice in accordance with this paragraph 7 ("**Outstanding Issues Notice**"); or
- iii. treat such failure as a Material Breach.

7.2. An Outstanding Issues Notice shall state:

7.2.1. any area of Reduced Performance (which may include the nature and dates on which the occurrences of failure were recorded or took place); and

7.2.2. any uncompleted Improvement Actions; and/or

7.2.3. the aspects in which the Improvement Plan is unacceptable,

and the Parties shall in good faith attempt to resolve such Outstanding Issues.

7.3. If:

7.3.1. the Parties fail to reach agreement in resolving the Outstanding Issues within fourteen (14) Working Days of the date of the Outstanding Issues Notice, or such other time as may be agreed by the Parties in writing; or

7.3.2. the Supplier fails to resolve the Outstanding Issues Notice within the timescales agreed therein,

this will be considered a Material Breach and the Authority reserves its right to seek the remedies in accordance with paragraph 4.5.

Part C: Performance Monitoring

8. Performance Meetings

8.1. The Supplier will be expected to:

8.1.1. engage in the performance related meetings which, as a minimum, shall include those set out in Annex C (as may be varied by the Authority in its sole discretion on notice to the Supplier from time to time);



- 8.1.2. in accordance, with section 3.6 of Schedule 1 (Specification) ensure that the Registered Manager (or a suitable representative) attends all meetings set out in Annex C; and
- 8.1.3. comply with the Terms of Reference as set out in Annex B (as may be varied by the Authority in its sole discretion on notice to the Supplier from time to time) for the YCS lead Contract Review Meetings, Registered Managers Meetings and Internal Review Meetings.
9. **Performance Monitoring and Performance Review**
- 9.1. The performance period against which performance will be reviewed will be monthly, beginning with the first Performance Period following Commencement of this Contract.
- 9.2. Within 10 calendar days of end of a Performance Period, the Supplier shall provide a report to the Authority against each of the CDI's as more particularly described in paragraph 9.3 (the "**Performance Monitoring Report**").
- 9.3. The Performance Monitoring Report shall be in such format as required by the Authority from time to time and contain, as a minimum, the following information:
- 9.3.1. all data for the CDIs (as detailed at Annex A); and
- 9.3.2. details of any instance of CDI Failure; and
- 9.3.3. A narrative account of performance across the period
- 9.4. The Supplier shall also ensure all Management Information outlined in Annex D (which may be varied by the Authority in its sole discretion on notice to the Supplier from time to time) is provided to the Authority in line with the timescales detailed in the Annex and in the format required by the Authority. For the avoidance of doubt, the Authority reserves the right to make further reasonable requests for data and information regarding Contract performance which shall be provided to the Authority at no additional cost.
10. **Performance Mechanism Annual Review**
- At the end of each Contract Year, the Authority may review the performance mechanism to ensure that the measures, targets, and threshold levels for performance deduction points and remedies are still valid and effective. This review will seek the views of the Supplier and any resulting change will be administered via the contract change mechanisms as detailed at clause F4 of the Contract.



Annex A: Contract Delivery Indicators

ID	Spec Area	CDI Description	Measure of CDI	Performance Target	Reportin g Frequen cy	Publishabl e Information (yes or no)
01	<i>Working with the MoJ</i> (Sch 1 section 3)	The Supplier shall provide information required by the Authority in a timely manner	Management Information requirements specified in Annex D are complied with and delivered to the Authority according to the specified timelines	(a) 10 points awarded for late return of information stipulated in Annex D that is not provided to the Authority in accordance with the specified timelines. (b) 5 points awarded for each incident where requested information is not provided within 10 Working Days of a written Authority request. 1 point for every additional Working Day will apply until the information is provided to the Authority Representative. These points will apply <i>in addition</i> to any incident	Monthly Monthly	No



ID	Spec Area	CDI Description	Measure of CDI	Performance Target	Reporting Frequency	Publishable Information (yes or no)
			Any reasonable request for information made by the Authority Representative in writing to the Supplier will be fulfilled by the Supplier within 10 Working Days of said notice, unless explicitly specified otherwise. The authority will make clear where such requests for information are being made under this CDI.	accruing points under section 1A.		
02	Management of Children	The Supplier shall work to deliver a quality service.	Ofsted overall inspection judgement for the SCH is "Good" or "Outstanding" following a full or follow-up ("short") inspection.	30 points awarded for any Ofsted inspection judgement of "Requires Improvement" or 50 points for any Ofsted inspection	Monthly (in the Month in which an	No



ID	Spec Area	CDI Description	Measure of CDI	Performance Target	Reporting Frequency	Publishable Information (yes or no)
	(Sch 1 section 6)			judgement of “Inadequate”, applicable to the month immediately following the Ofsted rating. The Authority reserves the right to, at its sole discretion, waive the accumulation of CDI points following re-inspection should, in the Authority's opinion, tangible progress have been made by the Supplier.	Ofsted inspection judgment is notified to the Supplier)	
03	Management of Children (Sch 1 section 6)	The Supplier shall work to deliver a quality service.	The Supplier will comply with all applicable Children's Home Regulations in its delivery of the Service.	10 points will be awarded should any inspecting body identify the Supplier's failure to comply with any such Regulations.	Monthly	No



ID	Spec Area	CDI Description	Measure of CDI	Performance Target	Reporting Frequency	Publishable Information (yes or no)
				Points will apply <i>per</i> identified failure. Points will not accrue under this measure if the same triggering inspection / breach of CHR resulted in CDI points being awarded under measure 2.		
04	<i>Management of Children (Sch 1 section 6)</i>	The Supplier shall minimise the use of restraint on children and young people.	Use of Restraint in the SCH will be in accordance with the Supplier's Restraint Minimisation Strategy and their designated restraint package – Children's Home (England) Regulation 35.	15 points for any incident of restraint which, following investigation (under which, the Supplier shall provide any assistance or information to the Authority as reasonably requested), the Supplier was deemed not to have followed its Standard Operating Procedures and policies -	Monthly	No



ID	Spec Area	CDI Description	Measure of CDI	Performance Target	Reportin g Frequen cy	Publishabl e Information (yes or no)
				Applied to the month of such incident occurring.		
05	<i>Management of Children</i> (Sch 1 section 6)	The Supplier will ensure their care of Children and Young People minimises the potential for self-harm incidents to occur	The Supplier will work to actively minimise the opportunity of self-harm incidents amongst Children and Young People in accordance with the Supplier's Operating Policy and Procedures.	15 points for any incident of self-harm which, following investigation, the Supplier was deemed not to have followed its Standard Operating Procedures and policies - Applied to the month of such incident occurring.	Monthly	No
06	N/A	The Supplier shall report to the Authority on at least a quarterly basis the total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed	The Supplier activities relating to tackling workforce inequality will be subject to data collection and reporting.	No points.	Quarterly	No



ID	Spec Area	CDI Description	Measure of CDI	Performance Target	Reportin g Frequen cy	Publishabl e Information (yes or no)
		under the contract, as a proportion of the total FTE contract workforce, by UK region.				



Annex B: Performance Management Meeting Documents

Terms of Reference: Monthly Performance Review Meeting

1. Purpose

The purpose of the Monthly Performance Review Meeting is to assess and monitor the Supplier's performance in delivering the contract, identify areas for improvement, and address any operational or contractual issues. The meeting provides a regular forum for the Youth Custody Service (YCS) and the Secure Children's Home (SCH) to ensure contract requirements are being met.

2. Objectives

- Review performance against contractual CDIs and service delivery standards
- Discuss key risks, incidents, and emerging issues
- Agree actions for performance improvement or resolution of issues
- Provide updates on operational matters and planned changes
- Identify and escalate concerns requiring further attention or governance

3. Frequency and Format

- **Frequency:** Monthly
- **Duration:** Approximately 60–90 minutes
- **Format:** Meetings will be held virtually via MS Teams unless otherwise agreed

4. Attendees

Role	Organisation	Attendance
Operational Contract Manager	YCS	Required
Contract Support Officer	YCS	Required
Registered Manager / Deputy	SCH	Required



Commercial Contract Manager	MoJ	Optional
Performance Lead	YCS	By exception

Additional attendees may be invited by agreement where their input is relevant to the agenda.

5. Chairing and Administration

- The meeting will be chaired by the YCS Operational Contract Manager.
- YCS will be responsible for issuing the agenda in advance, recording minutes, tracking actions, and sharing updates between meetings as required.

6. Preparation

To support effective and informed discussion, all attendees are expected to prepare for the meeting in advance. This includes:

- Reviewing the agenda and any papers circulated prior to the meeting
- Bringing relevant data, reports, or updates and associated analysis
- Being ready to provide updates on performance, incidents, and any upcoming changes or risks

7. Agenda

The standard agenda may include:

- Review of previous actions
- Performance reporting and CDIs
- Safeguarding or incident updates
- Service delivery highlights or concerns
- Contractual or commercial matters
- Good news stories x3
- AOB

8. Governance and Escalation

- Actions and decisions will be recorded and monitored for progress.



- Where issues are identified, these may result in the Authority considering the use of contractual remedies and/or escalation routes in accordance with Schedule 8 (Performance Management Framework) of the contract.
- Any issues that cannot be resolved within this forum will be escalated to the quarterly contract review meeting for resolution.

9. Variation

These Terms of Reference may be varied by the Authority at its sole discretion with notice to the Supplier, as per the contract.



Annex C - Meetings

Assurance Meeting	Responsible to attend	Frequency
YCS/SCH Strategic Meetings	All SCH Registered Managers Deputy Director of YCS Operations YCS Head of Contract Management HMPPS/ YCS Subject Matter Experts/ Project Leads ad hoc OCM YCS Support Role	Every six weeks or at a frequency defined by the Authority.
YCS Assurance Reviews to include Service Assurance reviews, Bespoke, monitoring visits & Focused reviews	SCH Registered Manager Deputy Manager/ Assistant Manager as required YCS Operational Contract Manager	Risk based and scheduled as and when required Thematic reviews Annual Focused review of Restraint and Single Separation
Healthcare Partnership Board	Individual SCH Registered Manager YCS Operational Contract Manager by invitation	Every six months or risk based and scheduled as and when required
NHS England Contract Review Meetings	Individual SCH Registered Manager	Every three months



Contract Review Meetings	Local Authority Responsible Individual SCH Registered Manager or and Deputy/ Assistant Manager Head Teacher Head of Healthcare by invitation Head of YCS Contract Management YCS Contract Manager MOJ Commercial Contract Manager YCS Head of Placements YCS Support	Quarterly
Monthly Performance Review	YCS Operational Contract Manager YCS Support SCH Registered Manager/Dep Manager MoJ Commercial Contract Manager (optional) YCS Performance Lead (by exception)	Monthly



Annex D – Management Information

Management Information	Responsibility	Frequency	Timescale to provide report to the Authority
Regulation 40/ Ofsted Notifications	Registered Manager	As required	Within 1 hour of the Registered Manager notification being made by the Supplier to the Registered Manager .
Regulation 44. Regulation 72 Wales Reports	Independent Person	Monthly	Within 5 working days of the report being shared with the Supplier.
Regulation 45 Reports (CHR:2015 section 45)	Registered Manager	Every six months	At the same time such Reports are provided to Ofsted in accordance with the timelines required under CHR 2015 section 45 subsection 4a.
Section 11 Reports	Local Multiagency Safeguarding Board (previously LSCB)	Every three years	Within 5 working days of the report being shared with the Supplier.
Other Agency Reports	Various Stakeholders	Scheduled as and when required	Within 5 working days of the report being shared with the Supplier.
Restraint Minimisation Report: • Restraint practices over the preceding twelve months; • How the Supplier will minimise the use of restraint over the next twelve months (contract year);	• Registered Manager	Annually	Within 20 days of the end of the Contract year



• The protected characteristics of Children or Young People, with regard to the use of restraint. • this report is reviewed by a professional person/ organisation that is independent of the Supplier. • In order that the independent person's review adds value to the Supplier report, they should have some knowledge of the services provided by the Supplier and of restraint principles and practices.			
Management Information Reports to include: - Monthly Payment Report - Monthly KPI Report - Monthly Performance Report (including CDI reports)	Registered Manager	Monthly	Within 10 calendar days following completion of the month prior.
Secure Children's Homes and Secure Schools Management Information covering the following themes:	Registered manager	Monthly	Submitted via YJAF; at the latest by 10th calendar day, following completion of the month prior.



• Staff and training • Education and learning • Time out of room • Safety • Health and safety			
YCS Data submissions including but not limited to: • Safety Data – Assaults, self-harm, use of force, separations • MMPR – Lincolnshire only at present • Safeguarding • Complaints	•	Monthly	At the latest by 10th calendar day, following completion of the month prior. On YCS excel templates only.
• Secure Children's Home Assurance Reporting- Health, Safety & Fire Report	• Registered Manager	Monthly/ Quarterly/ Annual Requirements	At the latest by 10th calendar day, following completion of the month prior.
YJAF recording expectations	•	As required	Guidance will be shared with the Supplier and includes but is not limited to guidance on admissions, releases, unlock requirements, ROTL Eligibility/



			Suitability, ROTL Boards and ROTL Episodes recording requirements.
All other management information reasonably required by the authority	Registered Manager		As stipulated on request

* The YCS is conducting a review of the collection of data and will advise on any changes or new data requirements on its completion (Date to be confirmed)



SCHEDULE 9 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1 What the Authority expects from the Supplier

- 1.1 Her Majesty's Government's Supplier Code of Conduct (the "**Code**") sets out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

[Supplier Code of Conduct - v2 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

- 1.2 The Supplier shall, and shall procure that its Sub-Contractors shall:

- 1.2.1 comply with its legal obligations, in particular those in Part 1 of this Schedule 9 (Statutory Obligations and Corporate Social Responsibility), and meet the standards set out in the Code as a minimum; and
- 1.2.2 use reasonable endeavours to comply with the standards in Part 2 of this Schedule 9 (Statutory Obligations and Corporate Social Responsibility).

PART 1 Statutory Obligations

2 Equality and Accessibility

- 2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
- i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time; and
 - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or



tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3 Modern Slavery

3.1 The Supplier shall:

- (a) not use, or allow Sub-Contractors to use, forced, bonded or involuntary prison labour;
- (b) not require any Staff to lodge deposits or identity papers with their employer;
- (c) allow, and ensure that any Sub-Contractors allow, Staff to leave their employer after reasonable notice;
- (d) make reasonable enquiries to ensure that its Staff and Sub-Contractors have not been convicted of slavery or human trafficking offences anywhere in the world;
- (e) have and maintain throughout the Term its own policies and procedures to ensure its compliance with the MSA and include in its Sub-Contracts anti-slavery and human trafficking provisions;
- (f) not use, or allow its Staff to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its Staff and Sub-Contractors;
- (g) not use or allow to be used child or slave labour to be used by its Sub-Contractors;
- (h) if either Party identifies any occurrence of modern slavery in connection with the Contract, comply with the rectification process set out in clauses F2.3 as an instance of Reduced Performance;
- (i) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (j) maintain a complete set of records to trace the supply chain of all Accommodation Services provided to the Authority in connection with the Contract;



- (k) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline and other relevant national or local law enforcement agencies; and
- (l) implement a system of training for its employees to ensure compliance with the Contract.

3.2 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it has not been convicted of any slavery or human trafficking offences anywhere in the world; and
- (b) to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere in the world.

3.3 If the Supplier notifies the Authority pursuant to paragraph 3.1(i) of this Schedule 9, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

3.4 If the Supplier is in Default under paragraphs 3.1 or 3.2 of this Schedule 9 (Statutory Obligations and Corporate Social Responsibility) the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

4 Income Security

4.1 The Supplier shall:

- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
- (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- (c) not make deductions from pay:
 - i) as a disciplinary measure;



- ii) except where permitted by Law and the terms of the employment contract; and
- iii) without express permission of the person concerned
- (d) record all disciplinary measures taken against Staff.

5 Working Hours

5.1 The Supplier shall ensure that:

- (a) the working hours of Staff comply with the Law, and any collective agreements;
- (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
 - i) the extent;
 - ii) frequency; and
 - iii) hours worked;
- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);
- (e) working hours do not exceed 60 hours in any seven-day period unless:
 - i) it is allowed by Law;
 - ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
 - iii) appropriate safeguards are taken to protect the workers' health and safety; and
 - iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
 - i) 1 day off in every 7-day period; or



- ii) where allowed by Law, 2 days off in every 14-day period.

6 Right to Work

6.1 The Supplier shall:

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and
- (b) notify the authority immediately if an employee is not permitted to work in the UK.

7 Health and Safety

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Authority's Premises.

7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

8. Welsh Language Requirements

8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Accommodation Services.

9 Fraud and Bribery

9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible



for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

9.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

9.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
- (c) keep appropriate records of its compliance with its obligations under paragraph 9.3 (a) and 9.3 (b) and make such records available to the Authority on request; and
- (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017

9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise



suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

- 9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.
- 9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- 9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

PART 2 Corporate Social Responsibility

10 Zero Hours Contracts

- 10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.
- 10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:
- (a) whether an individual is an employee or worker and what statutory and other rights they have;
 - (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
 - (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

11 Sustainability

- 11.1 The Supplier shall:



- (a) comply with the applicable Government Buying Standards;
- (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods and Accommodation Services;
- (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and
- (d) perform its obligations under the Contract in a way that:
 - i) supports the Authority's achievement of the Greening Government Commitments;
 - ii) conserves energy, water, wood, paper and other resources;
 - iii) reduces waste and avoids the use of ozone depleting substances; and
 - iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.



SCHEDULE 10 – POLICIES AND STANDARDS

1. INTRODUCTION

- 1.1 The Supplier shall at all times comply with the Policies and Standards listed in Annex 1 of this Schedule.
- 1.2 The Parties acknowledge that any standard, policy and/or other document referred to within a Policy or Standard shall be deemed to form part of that Policy or Standard.

2. GENERAL

- 2.1 The Authority shall provide copies of the Policies and Standards from time to time to the Supplier upon request.
- 2.2 Throughout the Contract Period, the Parties shall monitor and notify each other of any new or emergent policies or standards which could affect the Suppliers provision, or the Authority's receipt, of the Services.
- 2.3 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Suppliers provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 2.4 Where new versions of the Authority's Policies or Standards are developed and notified to the Supplier, the Supplier shall be responsible for ensuring that the potential impact on the Suppliers provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new version of the Policy or Standard, and the Supplier shall comply with such revised Policy or Standard (and any necessary Variations to the Contract shall be agreed in accordance with clause F4 (Change)).

3. CONFLICTING POLICIES OR STANDARDS

Where Policies or Standards referenced conflict with each other or with Good Industry Practice, then the later Policy or Standard or best practice shall be adopted by the Supplier. Any such alteration to any Policy or Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.





ANNEX 1

POLICES AND STANDARDS

Policy or Standard	Description	Owner
Access to Digital Evidence (A2DE) Policy Framework, 2023	Access to Digital Evidence (A2DE) - GOV.UK (www.gov.uk)	UK GOV
AssetPlus Assessment and Planning Interventions v3	AssetPlus Assessment and Planning Interventions v3.pdf	YJB
AssetPlus Joint Working Protocol v1.3, 2018	Formal document (publishing.service.gov.uk)	YJB
BPSS / DBS Checks	https://www.gov.uk/government/publications/government-baseline-personnel-security-standard https://www.gov.uk/disclosure-barring-service-check/overview.	UK GOV
Building Bridges: A Positive Behaviour Framework for the Children and Young People Secure Estate	Building Bridges: A Positive Behaviour Framework for the Children and Young People Secure Estate - GOV.UK (www.gov.uk)	UK GOV
Case Management Guidance	Case management guidance - Guidance - GOV.UK (www.gov.uk)	UK GOV
Children's Homes (England) Regulations 2015	http://www.legislation.gov.uk/ukxi/2015/541/contents/made	UK GOV
Civil Service Code of Conduct / MOJ Code of Conduct	https://www.gov.uk/government/collections/civil-service-conduct-and-guidance	UK GOV



Policy or Standard	Description	Owner
Cloud Security / HMG Cloud Security Guidance and the Cloud Security Principles	https://www.gov.uk/digital-marketplace https://www.ncsc.gov.uk/guidance/cloud-security-collection	UK GOV
Critical Casework Panel, 2018	Critical Case Panel Process and Guidance .doc (sharepoint.com)	HMPPS
Crime and Disorder Act, 1998	Crime and Disorder Act 1998 (legislation.gov.uk)	
Cyber Security	https://www.gov.uk/government/publications/cyber-essentials-scheme-overview https://www.ncsc.gov.uk/cyberaware/home	UK GOV
Domestic Violence Crimes and Victims Act 2004	Domestic Violence, Crime and Victims Act 2004 (legislation.gov.uk)	UK GOV
Every Child Matters: Change for Children, 2009	https://www.gov.uk/government/publications/every-child-matters-statutory-guidance	DfE
Guide to the Children's Regulations including the quality standards, DfE, 2015	https://www.gov.uk/government/publications/childrens-homes-regulations-including-quality-standards-guide	DfE
Healthcare Standards for Young People in Secure Settings, 2023	rcpch healthcare standards for children and young people in secure settings 2023.pdf	RCPCH
HM Government Security Classifications (Data Security)	Government Security Classifications - GOV.UK (www.gov.uk) Procurement Policy Note: Government Security Classifications Policy (publishing.service.gov.uk)	UK GOV



Policy or Standard	Description	Owner
HMG (Cabinet Office and NCSC) guidance on Security Technology at OFFICIAL	https://www.gov.uk/government/collections/securing-technology-at-official The Risk Management section was withdrawn and replaced by https://www.ncsc.gov.uk/collection/risk-management The threat model for OFFICIAL it addresses securing technology at OFFICIAL NCSC has updated guidance covering security technology and information within the CAF: https://www.ncsc.gov.uk/collection/cyber-assessment-framework/caf-objective-b/principle-b4-system-security	UK GOV
HMG (Security Policy Framework) and NCSC standards and guidance	Government security - GOV.UK (www.gov.uk)	UK GOV
HMG policy and guidance on Offshoring	https://www.ncsc.gov.uk/guidance	UK GOV
HMG Security Policy Framework (SPF)	https://www.gov.uk/government/collections/government-security	UK GOV
Independent Restraint Review Panel (IRRP)	Independent Restraint Review Panel (IRRP) - GOV.UK (www.gov.uk)	UK GOV
Independent review of the use of pain-inducing techniques in the youth secure estate, 2020	Independent review of the use of pain-inducing techniques in the youth secure estate - GOV.UK (www.gov.uk)	UK GOV



Policy or Standard	Description	Owner
Managing the Behaviour of Children and Young People in the Secure Estate: Code of Practice, 2009	https://assets.publishing.service.gov.uk/media/65119da5bf7c1a0011bb46ba/PSI-08-2012 - Sept 2023 - Care and Management of Young People.pdf	YJB
Mental Health Act, 1983	Mental Health Act 1983 (legislation.gov.uk)	UK GOV
Minimising and Managing Use of Separation and Isolation in the Children and Young People Secure Estate	Minimising and Managing Use of Separation and Isolation in the Children and Young People Secure Estate - GOV.UK (www.gov.uk)	UK GOV
NIMU Telephone Reportable Incident Guide	NIMU Telephone Reportable Incident Guide.pdf	YCS
Secure Destruction	Secure Destruction NPSA	NPSA
Standards for children in the youth justice system, 2019	Standards for children in the youth justice system - GOV.UK (www.gov.uk)	UK GOV
Payment Card Industry PCI Data Security Standard	PCI Security Standards Council – Protect Payment Data with Industry-driven Security Standards, Training, and Programs	PCI
Powers of Criminal Courts (Sentencing) Act 2000	https://www.legislation.gov.uk/ukpga/2000/6/contents	UK GOV



Policy or Standard	Description	Owner
Prevent duty guidance: Guidance for specified authorities in England and Wales, 2023	Prevent duty guidance: England and Wales (2023) - GOV.UK (www.gov.uk)	UK GOV
Protective Monitoring	https://www.ncsc.gov.uk/guidance/protective-monitoring-hmg-ict-systems-gpg-13	UK GOV
Public Sector Equality Duty	Public sector equality duty - GOV.UK (www.gov.uk)	UK GOV
PSI 03/2014 Security Vetting	pi-03-2014-security-vetting.pdf (publishing.service.gov.uk)	HMPPS
ROTL Mobility Guidance, 2022	ROTL (Mobility) Guidance.pdf	HMPPS
SCH Refusals Process	SCH Refusal Process v0.1.pdf Appendix 2 Placement Refusal Template.pdf	YCS
Standards for children in the youth justice system 2019	Standards for Children in the Youth Justice System 2019 (publishing.service.gov.uk)	MoJ
Special educational needs and disability code of practice	SEND Code of Practice January 2015.pdf (publishing.service.gov.uk)	UK GOV
TCE Act including fees	http://www.legislation.gov.uk/ukpga/2007/15/contents http://www.legislation.gov.uk/ukxi/2013/1894/made	UK GOV
The Care and Management of Individuals who are Transgender Policy Framework, 2024.	The Care and Management of Individuals who are Transgender (publishing.service.gov.uk)	MoJ



Policy or Standard	Description	Owner
The Framework for Integrated Care (SECURE STAIRS)	The Framework for Integrated Care (SECURE STAIRS) Anna Freud	NHSE&I
The Person Escort Record (PER) Policy Framework, 2023	[Insert title of document] (publishing.service.gov.uk)	MoJ
Transition of Young People from the Children and Young People Secure Estate to Adult Custody Policy Framework, 2022	Transition of Young People from the Children and Young People Secure Estate to Adult Custody Policy Framework - GOV.UK (www.gov.uk)	UK GOV
Use of force, restraint and restrictive practices in the children and young people secure estate, 2023	Use of force, restraint and restrictive practices in the children and young people secure estate - GOV.UK (www.gov.uk)	UK GOV
Welsh Language Scheme	Y Weinyddiaeth Cyfiawnder Cynllun Iaith Gymraeg 2018, Ministry of Justice Welsh Language Scheme 2018 (publishing.service.gov.uk) youth-justice-blueprint_0.pdf (gov.wales)	UK GOV GOV Wales
Working Together to Safeguard Children (Statutory Guidance) 2023	Working together to safeguard children 2023: statutory guidance (publishing.service.gov.uk)	UK GOV
YCS Incident Reporting Requirements	Incident Reporting Template YCS Incident Definitions and Guidelines	YCS
YCS Placement Review Guidance, 2023	Placing young people in custody: guide for youth justice practitioners - GOV.UK (www.gov.uk)	YCS



Policy or Standard	Description	Owner
YCS Placement Team Overview of Operational Procedures, 2023	YCS Placement Team Overview of Operational Procedures, 2023.pdf	YCS
YCS Transition Protocol, 2022	Transition of Young People from the Children and Young People Secure Estate to Adult Custody Policy Framework - GOV.UK (www.gov.uk)	HMPPS



SCHEDULE 11 – DATA PROCESSING

1. The contact details of the Authority's Data Protection Officer are: data.compliance@justice.gov.uk **or** Data Protection Officer, 102 Petty France, London, SW1H 9AJ.
2. The contact details of the Supplier's Data Protection Officer are: [Insert contact details].
3. The Supplier shall comply with any further written instructions with respect to Processing by the Authority.
4. Any such further instructions shall be incorporated into this Schedule 11 (Data Processing).

[Drafting Note: This will be completed as part of mobilisation after award.]

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 of the contract. Example: The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide a service to members of the public]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Be as specific as possible, but make sure that you cover all intended purposes. 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. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data being Processed	<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>
International Transfers and legal gateway	<i>[Explain where geographically personal data may be stored or accessed from. Explain the legal gateway you are relying on to export the data e.g. adequacy decision, EU SCCs, UK IDTA. Annex any SCCs or IDTA to this contract]</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>



SCHEDULE 12 – BUSINESS CONTINUITY AND DISASTER RECOVERY

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Accommodation Services, or a material part of the Accommodation Services will be unable to be delivered without the activation of bespoke continuity measures;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Accommodation Services following the occurrence of a Disaster;
"Related Supplier"	any person who provides services to the Authority in relation to this Contract from time to time.

2 Business Continuity Plan

2.1 The Business Continuity Plan shall:

2.1.1 be divided into four sections:

- (a) Section 1 which shall set out general principles applicable to the Business Continuity Plan;
- (b) Section 2 which shall relate to Business Continuity; and
- (c) Section 3 which shall relate to Disaster Recovery.

2.1.2 unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5 below.

2.2 The Supplier shall provide a draft Business Continuity Plan within 14 days (or as otherwise advised by the Authority) from the Commencement Date.



- 2.3 The Authority shall review and notify the Supplier in writing that it approves or rejects the draft Business Continuity Plan as soon as reasonably practicable and at the latest 30 days (or as otherwise advised by the Authority) following receipt of the Supplier's draft Business Continuity Plan.
- 2.4 If the Authority rejects the draft Business Continuity Plan:
- 2.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 2.4.2 the Supplier shall then revise the draft Business Continuity Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft plan to the Authority for the Authority's approval within 14 days of the date of the Authority's notice of rejection. The provisions of paragraphs 2.2 and this paragraph 2.3 shall apply again to any resubmitted draft Business Continuity Plan, provided that either Party may refer any disputed matters for resolution by the dispute resolution procedure at any time.

3 **SECTION 1 OF THE BUSINESS CONTINUITY PLAN – GENERAL PRINCIPLES**

- 3.1 Section 1 of the Business Continuity Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the Business Continuity Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the Business Continuity Plan may impact upon the provision of the Accommodation Services and any goods and/or services provided to the Authority by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Authority and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the Business Continuity Plan interoperates with any overarching disaster recovery or business continuity plan of the Authority and any of its other Related Suppliers in each case as notified to the Supplier by the Authority from time to time;



- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of the Accommodation Services and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of the Accommodation Services with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Sub-Contractors) and for the Authority;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Business Continuity Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Authority as required by the Authority to inform decisions in support of the Authority's business continuity plans.

3.2 The Business Continuity Plan shall be designed so as to ensure that:



- 3.2.1 the Accommodation Services are provided in accordance with this Contract at all times during and after the invocation of the Business Continuity Plan;
- 3.2.2 the adverse impact of any disaster is minimised as far as reasonably possible;
- 3.2.3 it complies with the relevant provisions of ISO/IEC 27002 and all other industry standards from time to time in force; and
- 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The Business Continuity Plan shall be upgradeable and sufficiently flexible to support any changes to the Accommodation Services and the business operations supported by the provision of Accommodation Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the CDIs or to any increase in the Price to the extent that a disaster occurs as a consequence of any breach by the Supplier of this Contract.
- 4 **SECTION 2 OF THE BUSINESS CONTINUITY PLAN – BUSINESS CONTINUITY**
 - 4.1 Section 2 of the Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Accommodation Services remain supported and to ensure continuity of the business operations supported by the Accommodation Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Accommodation Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Accommodation Services in order to address the effect of the failure or disruption.
 - 4.2 Section 2 of the Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Accommodation Services;



- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Accommodation Services (the "**Business Continuity Services**");
- 4.2.3 specify any applicable service levels or CDIs with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the CDIs in respect of the provision of other Accommodation Services during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5 **SECTION 3 OF THE BUSINESS CONTINUITY PLAN – DISASTER RECOVERY**

- 5.1 Section 3 of the Business Continuity Plan shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Accommodation Services following any disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 Section 3 of the Business Continuity Plan shall include the following:
 - 5.2.1 the design and build specification of the Disaster Recovery System;
 - 5.2.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including:
 - (a) the process for conducting a business impact assessment to determine the acceptable length of time of non-availability;
 - (b) such procedures and processes as are required to ensure compliance with ISO 27001:2013;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;



- (f) invocation rules;
 - (g) service recovery procedures; and
 - (h) steps to be taken upon resumption of the provision of Accommodation Services to address any prevailing effect of the failure or disruption of the provision of the Accommodation Services;
- 5.2.3 any applicable service levels of CDIs with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the CDIs in respect of the provision of other Accommodation Services during any period of invocation of Section 3 of the Business Continuity Plan;
- 5.2.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which Section 3 of the Business Continuity Plan is invoked;
- 5.2.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.6 testing and management arrangements.

6 **Review and amendment of the Business Continuity Plan**

- 6.1 The Supplier shall at its own cost review and update the Service Continuity Plan (and the risk analysis on which it is based):
- 6.1.1 on a regular basis and as a minimum once every 12 months;
 - 6.1.2 within 3 months of the Business Continuity Plan (or any part) having been invoked pursuant to paragraph 8;
 - 6.1.3 where the Authority, from time to time, requests any additional reviews and/or updates (over and above those provided for in paragraphs 6.1.1 and 6.1.2) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements.
- 6.2 Each review of the Business Continuity Plan pursuant to paragraph 6.1 shall be a review of the procedures and methodologies set out in the Business Continuity Plan and shall assess their suitability having regard to any change to the Accommodation Services or any underlying business processes and



operations facilitated by or supported by the Accommodation Services which have taken place since the later of the original approval of the Business Continuity Plan or the last review of the Business Continuity Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the Business Continuity Plan. The review shall be completed by the Supplier within the period required by the Business Continuity Plan or, if no such period is required, within such period as the Authority shall reasonably require.

- 6.3 The Supplier shall, as soon as reasonably practicable following the completion of a review carried out in accordance with paragraphs 6.1 and 6.2, notify the Authority of the outcome of the review, including any issues or inadequacies identified in the Business Continuity Plan, its practices or procedures and shall submit for approval by the Authority any steps that the Supplier proposes to take in order to rectify such issues or inadequacies (as required by paragraph 6.4).
- 6.4 The Supplier shall in consultation with the Authority take all reasonable steps necessary to promptly rectify any issues or inadequacies identified in the Business Continuity Plan, its practices or procedures during a review carried out in accordance with paragraphs 6.1 and 6.2, and shall notify the Authority once these have been resolved.

7 Testing of the Business Continuity Plan

- 7.1 The Supplier shall at its own cost test the Business Continuity Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to Paragraph 7.2, the Authority may require the Supplier to conduct additional tests of some or all aspects of the Business Continuity Plan at any time where the Authority considers it necessary, including where there has been any change to the Accommodation Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan.
- 7.2 If the Authority requires an additional test of the Business Continuity Plan, it shall give the Supplier written notice and the Supplier shall conduct the test within 30 days, in accordance with the Authority's requirements and the relevant provisions of the Business Continuity Plan.



- 7.3 The Supplier shall undertake and manage testing of the Business Continuity Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard.
- 7.4 The Supplier shall, as soon as reasonably practicable following the completion of a testing carried out in accordance with paragraphs 7.1 to 7.3, notify the Authority of the outcome of the testing, including any issues or inadequacies identified in the Business Continuity Plan, its practices or procedures and shall submit for approval by the Authority any steps that the Supplier proposes to take in order to rectify such issues or inadequacies (as required by paragraph 7.5).
- 7.5 The Supplier shall in consultation with the Authority take all reasonable steps necessary to promptly rectify any issues or inadequacies identified in the Business Continuity Plan, its practices or procedures during testing carried out in accordance with paragraphs 7.1 to 7.3, and shall notify the Authority once these have been resolved.
- 7.6 For the avoidance of doubt, the carrying out of a test of the Business Continuity Plan (including a test of the Business Continuity Plan's procedures) shall not relieve the Supplier of any of its obligations under this Agreement.
- 8 Invocation of the Business Continuity Plan**
- 8.1 In the event of a loss of any critical part of the Accommodation Services or a Disaster, the Supplier shall immediately invoke the business continuity and disaster recovery provisions in the Business Continuity Plan, including any linked elements in other parts of the Business Continuity Plan, and shall inform the Authority promptly of such invocation. In all other instances the Supplier shall invoke the business continuity and disaster recovery elements in the Business Continuity Plan only with the prior consent of the Authority.



SCHEDULE 13 – EXIT PLAN

Exit Manager

- 1 Within 20 Working Days of the Commencement Date, each party will appoint an Exit Manager and provide written notification of such appointment to the other party. The Supplier's Exit Manager will be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Schedule 13 (Exit Plan) and the exit related provisions within clauses B9 and H5-H10. The Supplier will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule 13 (Exit Plan) and the exit related provisions within clauses B9 and H5-H10. The parties' Exit Managers will liaise with one another in relation to all issues relevant to the re-tendering, expiry and termination of this Contract (in whole or in part) and all matters connected to this Schedule 13 (Exit Plan) and the exit related provisions within clauses B9 and H5-H10 and each party's compliance with them.

Exit Plan

- 2 The Supplier shall, within 14 Working Days (or another date as advised by the Authority) after the Commencement Date, deliver to the Authority an Exit Plan which:
 - 2.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Accommodation Services from the Supplier to the Authority and/or its Replacement Supplier on the partial termination, expiry or termination of this Contract;
 - 2.2 complies with the requirements set out in Paragraph 4; and
 - 2.3 is otherwise reasonably satisfactory to the Authority.
- 3 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 30 Working Days of its submission, then such dispute shall be resolved in accordance with the dispute resolution procedure set out in clause I1.
- 4 The Exit Plan shall set out, as a minimum:
 - 4.1 how the Exit Information is obtained;



- 4.2 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Accommodation Services;
- 4.3 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Accommodation Services under this Contract;
- 4.4 the following documents:
 - 4.4.1 a stakeholder communications plan;
 - 4.4.2 a risk and issues log; and
 - 4.4.3 a project plan outlining the major milestones, in a format determined by the Authority;
- 4.5 the management structure to be employed during both transfer and cessation of the Accommodation Services in an Ordinary Exit and an Emergency Exit;
- 4.6 the management structure to be employed during any Termination Assistance Period;
- 4.7 a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
- 4.8 how the Accommodation Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
- 4.9 a timetable and critical issues for providing the Termination Services;



- 4.10 subject to clause H9.3, any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Accommodation Services were being treated as a Change), together with a capped estimate of such charges;
 - 4.11 how the Termination Services would be provided (if required) during the Termination Assistance Period;
 - 4.12 procedures to deal with requests made by the Authority and/or a Replacement Supplier for TUPE Information; and
 - 4.13 how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Accommodation Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Accommodation Services during the Termination Assistance Period.
- 5 The Parties acknowledge that the migration of the Accommodation Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Accommodation Services are handed over before others.

Updating the Exit Plan

- 6 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year), to reflect any changes in the Accommodation Services that have occurred since the Exit Plan was last agreed. Following such update, the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the dispute resolution procedure set out in clause I1.

Finalisation of the Exit Plan

- 7 Within 20 Working Days after service of a termination notice by either Party or 6 months prior to the expiry of this Contract, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall:



- 7.1 be prepared on a basis consistent with the principles set out in this Schedule;
 - 7.2 reflect any changes in the Accommodation Services that have occurred since the Exit Plan was last agreed;
 - 7.3 contain a detailed description of both the transfer and cessation process, including a timetable for the transfer and cessation of the Accommodation Services on a single date or over a period of time, as required by the Authority; and
 - 7.4 contain a timetable for providing Termination Services aligning the mobilisation and transition plans of the Replacement Supplier (to the extent such plans are notified to the Supplier in writing).
- 8 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority then such dispute shall be resolved in accordance with the dispute resolution procedure set out in clause I1. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).
- 9 The Supplier shall comply with all its obligations contained in the Exit Plan.



SCHEDULE 14 – STANDARD OPERATING PROCEDURES

1. STANDARD OPERATING PROCEDURES

In accordance with clause B2.12 – B2.13 the Supplier shall provide and review copies of the Standard Operating Procedures, as amended from time to time, to the Authority in accordance with paragraph 3.22 of Schedule 1 (Specification).



SCHEDULE 15 – MOBILISATION PLAN

1 This Schedule:

1.1 defines the process for the preparation and implementation of the Outline Mobilisation Plan and Detailed Mobilisation Plan; and

1.2 identifies the Milestones (and associated Deliverables).

2 OUTLINE MOBILISATION PLAN

2.1 The Outline Mobilisation Plan shall be provided to the Authority by the Supplier within 20 Working Days of the Commencement Date.

2.2 All changes to the Outline Mobilisation Plan shall be subject to the Change control procedure at clause F4 provided that the Supplier shall not attempt to postpone any of the Milestones using the Change control procedure or otherwise.

3 APPROVAL OF THE DETAILED MOBILISATION PLAN

3.1 The Supplier shall submit a draft of the Detailed Mobilisation Plan to the Authority for approval within 20 Working Days of the Commencement Date.

3.2 The Supplier shall ensure that the draft Detailed Mobilisation Plan includes details of activities that will be undertaken during mobilisation that are specific (including in terms of the dates and resource attached to them) and should include as a minimum:

3.2.1 Milestones that apply to mobilisation, which should as a minimum reflect the Milestones set out in the Outline Mobilisation Plan;

3.2.2 how the Supplier will ensure it is ready to begin providing Accommodation Services which address the requirements of the Specification and this Contract by the Accommodation Services Commencement Date;

3.2.3 delivery of an organisational structure, including all management structures, roles, responsibilities and relationships;

3.2.4 process and activities that will be undertaken in order to have appropriate risk assessments in place, and in time for the Accommodation Services Commencement Date;



- 3.2.5 process for the collection and delivery of CDI and Management Information and sign-off;
 - 3.2.6 stakeholder communications plan;
 - 3.2.7 a list of all Staff that will be working at each Premises together with status of security clearance;
 - 3.2.8 for Staff who have not obtained security clearance, a plan to apply for and manage security clearance in time for delivery of the activities described in the Mobilisation Plan.
 - 3.2.9 the list of activities required to enable the efficient and effective transfer of relevant information from exiting suppliers;
 - 3.2.10 the list of any Equipment with dates for delivery;
 - 3.2.11 requirements in terms of adjustments to Premises, equipment, and facilities;
 - 3.2.12 a full and detailed timetable of delivery of the Accommodation Services;
 - 3.2.13 proposals for use of IT equipment, in line with requirements detailed in the Schedules to this Contract;
 - 3.2.14 details of Sub-Contractors that will be used and relationship(s) with third parties;
 - 3.2.15 delivery of equality and diversity statements;
 - 3.2.16 delivery of Standard Operating Procedures; and
 - 3.2.17 delivery of an agreed Business Continuity Plan in accordance with Schedule 12 (Business Continuity Plan).
- 3.3 Following receipt of the draft Detailed Mobilisation Plan from the Supplier, the Authority shall:
- 3.3.1 review and comment on the draft Detailed Mobilisation Plan as soon as reasonably practicable; and



- 3.3.2 notify the Supplier in writing that it approves or rejects the draft Detailed Mobilisation Plan no later than 20 Working Days after the date on which the draft Detailed Mobilisation Plan is first delivered to the Authority.
- 3.4 If the Authority rejects the draft Detailed Mobilisation Plan:
 - 3.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 3.4.2 the Supplier shall then revise the draft Detailed Mobilisation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Mobilisation Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of paragraph 3.3 and this paragraph 3.4 shall apply again to any resubmitted draft Detailed Mobilisation Plan, provided that either Party may refer any disputed matters for resolution by the dispute resolution procedure set out in clause I1 at any time.
- 3.5 If the Authority approves the draft Detailed Mobilisation Plan, it shall replace the Outline Mobilisation Plan from the date of the Authority's notice of approval.
- 3.6 The Supplier's performance against the Mobilisation Plan shall be monitored at the contract review meetings. In preparation for such meetings, the current Detailed Mobilisation Plan shall be provided by the Supplier to the Authority not less than 5 Working Days in advance of each contract review meetings.
- 3.7 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Mobilisation Plan shall be subject to the Change control procedure at clause F4 provided that:
 - 3.7.1 any amendments to elements of the Detailed Mobilisation Plan which are based on the contents of the Outline Mobilisation Plan shall be deemed to be material amendments; and
 - 3.7.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date.
- 3.8 Any proposed amendments to the Detailed Mobilisation Plan shall not come into force until they have been approved in writing by the Authority.



4 **GOVERNMENT REVIEWS**

- 4.1 The Supplier acknowledges that the Accommodation Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Price.



ANNEX 1: OUTLINE MOBILISATION PLAN

Milestone	Deliverables <i>(bullet point list showing all Deliverables (and associated tasks) required for each Milestone)</i>	Duration <i>(Working Days)</i>	Milestone Date	Authority Responsibilities <i>(if applicable)</i>	Corresponding Milestone Payment <i>(subject to cap on mobilisation costs)</i>	Operational Services Milestone <i>(Yes/No)</i>



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

SIGNED for and on behalf of the
Secretary of State for Justice

Signature:

Name (block capitals):

Position:

Date:

SIGNED for and on behalf of the
Durham County Council

Signature:

Name (block capitals):

Position:

Date: