

1. **PREVENTION OF CORRUPTION:** The Council may forthwith cancel the Contract and recover from the Contractor any amount the Council has lost in cancelling the same, if the Contractor or anyone acting on its behalf (whether with or without the knowledge of the Contractor shall have:
 - (1) offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward in respect of the Contract or any other agreement for doing or for bearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other agreement with the Council;
 - (2) shown or forborne to show any favour or disfavour to any person in relation to the Contract or any other agreement with the Council;
 - (3) committed an offence under the Bribery Act 2010; or
 - (4) given any fee or reward the receipt of which is an offence under s.117(3) of the Local Government Act 1972.
2. **BEST VALUE:** Without prejudice to the requirements of any other Conditions, the Contractor shall at all times in the performance of the Contract demonstrate to the satisfaction of the Council and/or the Supervising Officer that the Contractor understands, and has incorporated, the principles of Best Value into its operation and it shall perform the Contract in a manner consistent with these principles and with a view to securing continuous improvement.
3. **EQUALITIES:** The Contractor shall comply with its statutory obligations under the Equality Act 2010, and accordingly will not treat one group of people less favourably than others because of their protected characteristic which includes age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation in relation to decision to recruit, train or promote employees or in the services it provides and shall take all reasonable steps to ensure observance of the same by his employees, agents or sub-contractors/sub-suppliers engaged on the Contract.
4. **HUMAN RIGHTS ACT:** The Contractor shall in the performance of the Contract, comply with the provisions contained in the Human Rights Act.
5. **COMPETITION ACT:** The Council reserves the right in appropriate circumstances to make tender documents available to the Office of Fair Trading and other statutory regulators.
6. **HEALTH AND SAFETY:**
 1. The Contractor and all persons (including any sub-contractors) employed by it on the Contract shall throughout the Contract comply fully with the requirements of the Health and Safety at Work Etc. Act 1974, the Management of Health and Safety at Work Regulations, and any other Acts, Regulations and Approved Codes of Practice relating to the health and safety of employees and others who may be affected by the Contractor work activities.
 2. The Contractor shall in performing or carrying out the Works adopt safe systems of work to protect the health, safety and welfare of those who could be affected by its work activity. The Contractor's safe systems of work shall be no less effective than

any relevant safe systems of the Council which may from time to time during the Contract be amended by the Council and notified to the Contractor.

3. The Contractor shall appoint a person to be responsible for health and safety matters for the duration of the Contract.
4. The Contractor shall provide the Council's Supervising Officer with the following information before the Contract commencement date:-
 - (a) a copy of its statement/health and safety policy which has been signed and dated by a partner or senior director with overall responsibility for health and safety in the organisation;
 - (b) written safe systems of work for activities involving a significant risk and/or for activities identified by the Council's Supervising Officer as requiring a safe system of work;
 - (c) risk assessments conducted in accordance with the current Management of Health and Safety at Work Regulations, Control of Substances Hazardous to Health Regulations and Manual Handling Operations Regulations;
 - (d) the name and contact details for the person appointed by the Contractor to be responsible for health and safety matters during the Contract;
 - (e) the systems in place for ensuring that any sub-contractors are competent and that they will make adequate arrangements for safety, health and welfare;
5. The Contractor shall review its Safe Systems of Work and Risk Assessments as often as may be necessary and in the light of changing legislation, changing working practices, the introduction of new plant and technology etc. The Contractor shall notify the Council in writing of all such revisions to its health and safety documentation;
6. The Contractor shall keep all areas where his employees or sub-contractors are carrying out Works in a safe condition, so far as the matters are under its control. The Contractor shall provide and maintain at its own cost all necessary security arrangements. The Contractor shall comply with the requirements of the Supervising Officer, the Council's Health and Safety Adviser or any other competent statutory Authority with respect to securing and maintaining the health, safety and convenience of the public or others;
7. Whilst undertaking the Works or working on premises owned or occupied by the Council the Contractor shall ensure that its employees and sub-contractors comply with the Council's health and safety policy, the safe systems of work and risk assessments in place for the activity and the lawful requirements of the Council's Health and Safety Adviser;
8. The Supervising Officer or Council's Health and Safety Adviser shall be empowered to suspend the provision of the Works (or part of them) in the event of non-compliance by the Contractor with these Conditions or with its legal duties for health, safety and welfare matters. The Contractor shall not resume provision of the Works until the Supervising Officer is satisfied that the non-compliance has been rectified. The Contractor shall bear all costs associated with any suspension and resumption of the Works;

9. The Supervising Officer or Council's Health and Safety Adviser may at any time during the Contract require the Contractor to provide copies of any risk assessments undertaken in accordance with the Management of Health and Safety at Work Regulations for the activities being undertaken under Contract. The Contractor shall provide the same prior to the commencement of the Works;
 10. The Council's Health and Safety Adviser or designated officer shall be empowered to access at any reasonable time any site where the Contractor is undertaking any Works under Contract for the purpose of carrying out an inspection of health, safety and welfare standards. The Contractor shall fully co-operate with the reasonable requests of the Council's Health and Safety Adviser and shall provide access to all areas of the Works, health and safety documentation, welfare facilities, accident records, training records and certificates, equipment inspection records, statutory registers and notices, plant and equipment for the purposes of inspection. The Council's Health and Safety Adviser shall be empowered to take any photographs, measurements, samples, copies of health and safety related documents etc. which he deems necessary to determine the Contractor's compliance with health and safety legislation and best practice and as evidence of any non-compliance;
 11. The Contractor shall record all accidents which arise out of the Works in areas under its control. The Contractor shall keep those records for the minimum statutory time period and shall provide copies of accident forms and accident statistics to the Supervising Officer on request;
 12. The Contractor shall notify the relevant health and safety enforcing Authority within the statutory time periods of any injury, dangerous occurrence or disease which is reportable under the current Reporting of Injuries, Diseases and Dangerous Occurrences Regulations arising from activities under its control. Copies of any such reports are to be provided immediately to the Supervising Officer and Council's Health and Safety Services Section; and
 13. The Contractor shall provide to the Supervising Officer, within 3 days of receipt, copies of any communication concerning the health, safety or welfare standards of the Works, which it receives from any statutory health and safety enforcing Authority.
 14. The contractor will submit health and safety model documentation that will be used on the project to demonstrate understanding and compliance with the employers requirements. Additionally that there are systems in place for good behavioural management.
7. ENVIRONMENTAL:
1. The Contractor shall not in the execution of the Works use any products containing ozone depleting chemicals, such as chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), hydrobromofluorocarbons (HBFCs), carbon tetrachloride, 1, 1, 1-trichloroethane, methyl bromide or halons. Products containing organic solvents should be avoided wherever possible.
 2. The Contractor shall not in the execution of the Works use any tropical hardwoods. In the case of other timber products, the Contractor shall endeavour to only use products that are derived from sustainably managed sources.

ENVIRONMENTAL MANAGEMENT SPECIFICATION

(1) THE CONTRACTOR COMMITMENT TO ENVIRONMENTAL IMPROVEMENT

- (a) The Contractor shall work with the Council in improving the effects of the Works on the environment both in terms of the 'direct effects' of the operation.
- (b) In this respect the Contractor shall use its best endeavours to strive to improve the environmental efficiency of the Works and provide a flexible approach to the management of the Works.

The Contractor shall at all times throughout the Contract:-

- (i) demonstrate to the Council or its Supervising Officer commitment to continuous improvement and to employing the best practicable environmental options in the provision of the Works wherever possible;
 - (ii) demonstrate to the Council or its Supervising Officer a commitment of compliance with environment legislation in place from time to time;
 - (iii) incorporate into the decision making process of the Contractor the principles set out in Sub-Condition (2) below; and
 - (iv) demonstrate to the Council or its Supervising Officer a commitment to managing and operating the Service/carrying out the Works in accordance with best practice.
- (c) Upon written request by the Council or its Supervising Officer, the Contractor shall supply within 28 days (or such other period as the Council or its Supervising Officer shall permit), to the Council or its Supervising Officer, evidence in writing to demonstrate compliance with Sub-Conditions (1)(a) and (1)(b) to the Council's satisfaction.

(2). ENVIRONMENTAL EFFICIENCY - OPERATIONAL REQUIREMENTS

- (a) The Contractor shall consider environmental efficiency as part of the operational planning process on an on-going basis throughout the Contract. In this respect, the Contractor shall have regard to the following:-

(i) **Transport Management**

- the use of energy efficient vehicles used in the provision of Works;
- the efficient use of vehicles whilst providing the Works

(ii) **Waste Management**

- reduce, reuse and recycle waste generated directly by the Contractor in carrying out the Works

(iii) **Energy Management**

- the efficient use of energy for buildings and equipment used in the provision of the Works

(iv) **Water Management**

- the efficient use and reuse of water used in the provision of the Works

(v) **Resource Management**

- the efficient use of resources used in the provision of the Works.
- meter and pay for supplies used

8. GENERAL DATA PROTECTION REGULATION

In the event that the Contractor is required to process Personal Data within the definitions set out below, the following model clauses shall be incorporated into these conditions of contract pursuant to a contract variation.

Annex A – Part 1

Party: a Party to the Agreement;

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

Contractor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under the Agreement;

Data Protection Legislation: shall mean all applicable data protection and privacy Law (including the GDPR, the LED and the Data Protection Act 2018 [subject to Royal Assent] and all applicable Laws about the processing of personal data and privacy) and any relevant national implementing Laws and regulatory requirements, as amended from time to time, to which the Employer and the Contractor are subject, and any related guidance or codes of practice issued by the relevant supervisory authorities.

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

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data

Protection Officer: take the meaning given in the Data Protection Legislation.

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

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to exercise the Data Subjects rights under the Data Protection Legislation (or any of them).

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation (*Regulation (EU) 2016/679*)

LED: Law Enforcement Directive (*Directive (EU) 2016/680*)

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Contractor related to the Agreement

Working Day: a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the UK where the Contractor is registered (*section 1173(1), Companies Act 2006*).

- 8.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Part 2 of this Annex A (Personal Data Instructions) by the Employer and may not be determined by the Contractor.
- 8.2 The Contractor shall notify the Employer immediately if it considers that any of the Employer's instructions infringe the Data Protection Legislation.
- 8.3 The Contractor shall provide all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Employer, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects (including the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed); and
 - (d) the measures (including Protective Measures) envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 8.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:
 - (a) process that Personal Data only in accordance with Part 2 of this Annex A (Personal Data Instructions), unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Employer before processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Employer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (v) the requirement regularly to test, assess, re-evaluate and update the effectiveness of appropriate technical and organisational measures for the security of processing (provided that it shall notify the Employer of such updates and changes);
- (c) ensure that:
 - (i) the Contractor Personnel do not process Personal Data except in accordance with the Agreement (and in particular Annex A Part 2 (Personal Data Instructions));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause 8.4;
 - (B) are subject to appropriate confidentiality undertaking with the Contractor or any Sub-processor
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Employer or as otherwise permitted by hereunder ; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) are limited to such numbers only as are required to access the Personal Data for the purposes of it's processing in accordance with the Agreement
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:
 - (i) the Employer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Employer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Employer in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data;
- (e) return all Personal Data to the Employer, and delete all copies of it held by the Contractor, within two (2) months of the termination of the Agreement, or

earlier if requested to do so in writing by the Employer, unless the Contractor is required by Law to retain the Personal Data. The Contractor shall send a written notice to the Employer (marked for the attention of the Data Protection Officer, with a copy marked for the attention of the Director of Governance, confirming that the data has been returned (with all copies deleted) within such two (2) month period or earlier return period as the Employer may have required under this clause 8.4(e), or that the Contractor is required by Law to retain the Personal Data, providing details..

- 8.5 Subject to clause 8.6, the Contractor shall notify the Employer immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data or restrict the processing of the same;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any request under the Freedom of Information Act 2000 (FOI Request));
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 8.6 The Contractor's obligation to notify under clause 8.5 shall include the provision of further information to the Employer in phases, as soon as details become available.
- 8.7 Taking into account the nature of the processing, the Contractor shall provide the Employer with prompt and full assistance in relation to either Party's obligations under Data Protection Legislation and the matters referred to under clause 8.5 including any complaint, communication or request or Data Loss Event (and insofar as possible within the timescales reasonably required by the Employer) including by promptly providing:
- (a) the Employer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Employer (including in relation to appropriate technical and organisational measures) to enable the Employer to comply with a Data Subject Request under the Data Protection Legislation, within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Employer following any Data Loss Event;
 - (e) assistance as requested by the Employer with respect to any request from the Information Commissioner's Office or other supervisory authority, or any consultation by the Employer with the Information Commissioner's Office or other supervisory authority.
- 8.8 The Contractor shall maintain complete and accurate written or electronic records and information to demonstrate its compliance with the Data Protection Legislation (and any guidance issued thereunder by a relevant supervisory authority), including compliance with the provisions of this Annex A and shall immediately make the same

available for inspection upon request by the Employer or a supervisory authority in relation to any of the matters referred to in clause 8.5 hereof, and in all other cases, no later than 10 Working Days after being requested by the Employer to do so). This requirement (to maintain accurate written or electronic records) does not apply where the Contractor employs fewer than 250 staff, unless:

- (a) the Employer determines that the processing is not occasional;
- (b) the Employer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Employer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

8.9 The Contractor shall allow for audits of its Data Processing activities by the Employer or the Employer's designated auditor upon reasonable notice by the Employer and (without prejudice to the provisions for earlier access referred to in clause 8.8 hereof in relation to the matters referred to in clause 8.5 hereof) in any event no later than 10 (ten) Working Days after being requested by the Employer to do so.

8.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation. If no data protection officer is required by the Data Protection Legislation, the Contractor shall, upon signature hereof by the parties, provide the name, office, contract address, email address and telephone number of a duly authorized officer, who shall act as the Contractor's representative and contact in relation to all Data Protection Legislation matters arising in relation to the Agreement.

8.11 The Contractor shall not engage a Sub-processor to process any Personal Data related to the Agreement, without the prior written authorisation of the Employer. If the Contractor wishes to engage such Sub-processor it must first:

- (a) notify the Employer in writing of the intended Sub-processor and processing; and
- (b) provide the Employer with such information regarding the Sub-processor as the Employer may reasonably require.

If and subject to the Employer giving its written authorisation to the appointment of such Sub-

processor, the Contractor shall not allow such Sub processor to process any Personal Data related to the Agreement before it has entered into a binding written agreement with the Sub-processor which gives effect to the terms set out in this Annex A such that they apply to the Sub-processor.

8.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

8.12.2 The Employer may elect, at any time (on not less than 30 (thirty) Working Days' notice), to revise the provisions of this Annex A by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme, referred to in the Data Protection Legislation the Agreement and upon receiving any such notice, the Contractor agrees that it shall accept and be bound by the same.

8.12.3 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Employer may on not less than 30 (thirty) Working Days' notice to the Contractor amend the Agreement to ensure that it complies with any

guidance issued by the Information Commissioner's Office or applicable replacement or alternative supervisory authority (as defined in the GDPR).

8.13 The Contractor shall comply with the Personal Data Instructions as set out in this clause 8.13 and any further written instructions with respect to processing by the Employer. Any such further instructions shall be incorporated into this clause.

Annex A - Part 2: Personal Data Instructions

Processing, Personal Data and Data Subjects

1. The Contractor shall comply with any further written instructions with respect to processing by the Employer.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates][For dates cross reference to the last category below can be made e.g. Term of Contract plus 2 (two months) (see below re plan for return of data)]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i> <i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Contractor shall return all Personal Data to the Employer within two (2) months of the termination of the Agreement, or earlier if requested to do so in writing by the Employer, unless the Contractor is required by Law to retain the Personal Data The Contractor shall send a written notice to the Council (marked for the attention of the Data Protection Officer, with a copy marked for the attention of the Director of Governance, confirming that the data has been returned (with all copies deleted) within such two (2) month period or earlier return period as the Employer may have required or that the Contractor is required by Law to retain the Personal Data, providing details).

9. WHISTLE BLOWING: The Council is committed to tackling fraud, abuse and other forms of malpractice. The Council has a Confidential Reporting (Whistle blowing) Policy and Procedure which also applies to the Council's Contractors. A copy is available on request.

If Contractors have any concerns about anything that the policy covers they should contact one of the following senior management officers:-

Director of Governance, Town Hall, Peterborough PE1 1HG regarding the legality of employees' action and who has overall responsibility for the Council's Policy.

Corporate Director Resources, Town Hall, Peterborough PE1 1HR or Chief Internal Auditor, Peterborough City Council, Town Hall, Bridge Street, Peterborough regarding theft, fraud or misappropriation of funds.

Head of Human Resources, , Peterborough City Council, Town Hall, Bridge Street, Peterborough regarding employees' abuse of position, harassment etc.

Executive Director of Children's Services, Peterborough City Council, Bayard Place, Peterborough regarding the safety or welfare of children.

10. EMERGENCY PLANNING: The Civil Defence (General Local Authority Functions) Regulations 1983, Section 138 of the Local Government Act 1972, the Control of Industrial Major Accident Hazard Regulations 1984 and the Control of Industrial Major Accident Hazard (Amendment) Regulations 1988 and 1990 require the Council to prepare contingency plans to mitigate the effects of emergencies on the public of Peterborough. In pursuance of these requirements, the Council reserves the right in accordance with such detailed instructions as may be issued to the Contractor by the Council or its Emergency Planning Officer to have at their disposal and under their direction, the works and/or services of the Contractor and its employees for any purposes arising from such an emergency at any time during the Contract.
11. COUNCIL POLICIES: The Council will make its own policies (e.g. equalities, environmental, health and safety, gm food) available to the Contractor/on request.
12. NO SMOKING POLICY: The Contractors attention is drawn to the Councils policy that smoking is not allowed in any of its buildings
13. FREEDOM OF INFORMATION ACT 2000:
- (1) Notwithstanding anything to the contrary contained or implied in any documents, negotiations leading to the formation of this Contract or in this Contract:
- 1.1 the Council shall be entitled to publish and/or release any and all terms or conditions of this Contract, the contents of any documents and/or information relating to the formation of this Contract under the provisions of The Freedom of Information Act 2000 as it sees fit;

- 1.2 nothing contained in this Contract shall prevent the Council from disclosing and/or publishing under The Freedom of Information Act 2000 any term or condition or information contained in or relating to the formation of this Contract.

(2) The Contractor shall:

- 2.1 co-operate with the Council and supply to it all necessary information and documentation required in connection with any request received by the Council under The Freedom of Information Act 2000;
- 2.2 supply all such information and documentation at no cost to the Council and within seven days of receipt of any such request.

- (3) The Contractor shall not publish or otherwise disclose any information contained in this Contract or in any negotiations leading to it without the Council's previous written consent.

14. SECURITY: - The Contractor shall comply with the Council's policies in relation to the recruitment of ex-offenders and disclosures under the Police Act 1997. Without prejudice to the generality of the foregoing, the Contractor shall either register with the Disclosure and Barring Service or make use of the Council's, or another organisation's umbrella registration for the purposes of securing disclosures from applicants who will be in regular contact with children or vulnerable adults.

15. EMPLOYEES AND OTHER PERSONS – DISCLOSURE AND BARRING SERVICE

- 15.1 The Council shall not permit the Contractor to employ or engage upon the works in this Contract any employee or other person for which there is not in place to the Council's satisfaction a (DBS) check of the appropriate level depending on the nature of the works that the employee or other person is to carry out.
- 15.2 The Contractor shall ensure that no employee or other person is employed or engaged on this Contract unless and until there is in place to the Council's satisfaction a (DBS) check of the appropriate level depending on the nature of the works that that employee or other person is to carry out.
- 15.3 The Contractor shall have in place robust recruitment processes to ensure safe recruitment of employees or other persons that the Contractor proposes to employ or engage on this Contract to work with children or vulnerable adults.
- 15.4 The Contractor shall ensure that the Council is immediately kept advised at all times of any employee or other person it employs or engages on this Contract, who subsequent to his/her commencement of employment or engagement is convicted of a criminal offence or whose previous convictions become known to the Contractor.
- 15.5 Where the Council has reasonable grounds for considering that the presence or conduct of an employee or other person employed or engaged by the Contractor relevant to carrying out any of the works under this Contract is undesirable, the Council may require the exclusion from the Contract of that employee or other person.

15.6 The Council may also require that at any time during this Contract DBS checks are updated on the Contractor's employees or other persons engaged in working with children or vulnerable adults under this Contract. DBS checks shall be updated at least every three years as a matter of course under the Contract or sooner should the Council at any time require. Any such updated DBS checks will be in line with the Council's preferred manner of dealing with DBS checks referred to above.

16. REHABILITATION OF OFFENDERS ACT: If owing to the nature of the works to be carried out under the Contract, (whether or not it involves working with children or vulnerable adults), any employee or other person of the Contractor or Agency is exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, then the Contractor or Agency shall ensure any employee or other person employed or engaged upon the works under this Contract shall provide information in accordance with the said Act and Order about convictions which would otherwise be spent under the said Act. The Contractor shall immediately disclose to the Council names and addresses, and sufficient information to enable proper checks to be made relevant to said convictions of his employees or other persons engaged in the works. The Council may require that any such employee or other person be removed from this Contract.

17. CRIMINAL RECORDS AND EMPLOYMENT OF EX-OFFENDERS POLICY:

17.1 The Council has a policy on "Criminal Records and Employment of Ex-offenders" aimed at protecting children and vulnerable adults in its recruitment process and in making other decisions. In that policy, the Council requires Council officers, letting contracts on its behalf, to ensure that:

(a) Where contractor workers are supplied to carry out duties, the relevant DBS disclosure checks be carried out before commencement of works; and relevant clauses are included in Council contracts.

17.2 Pursuant to the Council's overriding statutory duty towards protecting children and vulnerable adults, where the Contractor or anyone working on their behalf, is working with children and/or vulnerable adults under this contract, there are certain requirements laid down by the Council as follows:

17.3 The Contractor will be required to provide to the Council prior to commencement of the contract:

(a) written proof that the Contractor is registered with the Disclosure and Barring Service to undertake such checks; and

(b) written satisfactory confirmation of the results of the appropriate level of DBS checks (including confirmation of the date such check was carried out for each employee or other person).

18. RECOVERY OF SUMS

If any sum of money shall at any time have been, or becomes, recoverable from, or payable by, the Contractor to the Council, the Council is entitled to deduct that money from any moneys due under this Contract or any other Contract between the Council and the Contractor, irrespective of when such money shall have been or becomes payable or recoverable.

19. PAYMENT

- 19.1 Payment of any valid and undisputed invoice will be made no later than thirty (30) calendar days following the date of receipt and agreement of the invoice by the Council for Works completed to the satisfaction of the Council.
- 19.2 Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract a similar provision having the same effect as clause 19 and a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards the same provision as clause 19.
- 19.3 In clause 19.2, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of the Works.

20. MODERN SLAVERY

- 20.1 In performing its obligations under the agreement, the Contractor shall:
 - 20.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - 20.1.2 have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and
 - 20.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - 20.1.4 include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause.