



Ministry of  
**JUSTICE**

OFFICIAL SENSITIVE

Contract for the Provision of Learning and Skills at HMP Berwyn

**SCHEDULE 8 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL  
RESPONSIBILITY**



## Contract for the Provision of Learning and Skills at HMP Berwyn

### 1 WHAT THE AUTHORITY EXPECTS FROM THE CONTRACTOR

- 1.1 In September 2017, Her Majesty's Government published a Supplier Code of Conduct (the "**Code**") setting out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-30\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-30_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

- 1.2 The Authority expects the Contractor and its Sub-Contractors to comply with their legal obligations, in particular those set out in Part 1 of this Schedule 8, and to meet the standards set out in the Code as a minimum. The Authority also expects the Contractor and its Sub-Contractors to use reasonable endeavours to comply with the standards set out in Part 2 of this Schedule 8.

### PART 1 - STATUTORY OBLIGATIONS

#### 2. EQUALITY AND ACCESSIBILITY

- 2.1 The Contractor shall:

- (a) perform its obligations under the Contract in accordance with:
  - (i) failure or disruption scenarios and assessments of likely frequency of occurrence;
  - (ii) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
  - (iii) the Authority's equality, diversity and inclusion policy as given to the Contractor from time to time;
  - (iv) 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; and
- (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).



## Contract for the Provision of Learning and Skills at HMP Berwyn

### 3. INCOME SECURITY

#### 3.1 The Contractor 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.

### 4. WORKING HOURS

#### 4.1 The Contractor 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;



## Contract for the Provision of Learning and Skills at HMP Berwyn

- (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 Contractor can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all 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.

## 5. RIGHT TO WORK

### 5.1 The Contractor 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.

## 6. WELSH LANGUAGE REQUIREMENTS

- 6.1 The Contractor 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 Services.



## Contract for the Provision of Learning and Skills at HMP Berwyn

### 7. FRAUD AND BRIBERY

- 7.1 The Contractor 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.
- 7.2 The Contractor 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.
- 7.3 The Contractor 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 Contractor 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



## Contract for the Provision of Learning and Skills at HMP Berwyn

- 7.4 The Contractor 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.
- 7.5 If the Contractor notifies the Authority pursuant to paragraph 9.4, the Contractor 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.
- 7.6 If the Contractor is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:
- (a) require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
  - (b) immediately terminate the Contract.
- 7.7 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).
- 8. HEALTH AND SAFETY**
- 8.1 The Contractor shall perform its obligations under the Contract (including those in relation to the Services) in accordance with:
- (a) all applicable Law regarding health and safety; and



## Contract for the Provision of Learning and Skills at HMP Berwyn

- (b) the Authority's health and safety policy (as may be provided to the Contractor from time to time) while at the Authority's Premises.

8.2 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 Contractor shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

### 9. EMPLOYMENT LAW

9.1 The Contractor must perform its obligations meeting the requirements of all applicable Law regarding employment.

### 10. EQUALITY AND DIVERSITY

10.1 Without prejudice to the generality of paragraph 10 above, the Contractor shall:

- (a) perform its obligations under this Contract (including those in relation to the Services) 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 and diversity policy as provided to the Contractor from time to time;
  - (iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
- (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).

### 11. OFFICIAL SECRETS ACTS AND FINANCE ACT

11.1 The Contractor shall comply with:

- (a) the Official Secrets Acts 1911 to 1989; and



## Contract for the Provision of Learning and Skills at HMP Berwyn

- (b) section 182 of the Finance Act 1989.

### 12. CONFLICTS OF INTEREST

#### 12.1 The Contractor:

- (a) must take action to ensure that neither the Contractor nor the Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- (b) must promptly notify and provide details to the Authority if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

12.2 The Authority will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Authority, such measures do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate this Contract immediately by giving notice in writing to the Contractor where there is or may be an actual or potential Conflict of Interest.

### 13. MODERN SLAVERY

13.1 The Contractor shall, and procure that each of its Sub-Contractors shall, comply with:

- (a) the MSA; and
- (b) the Authority's anti-slavery policy as provided to the Contractor from time to time ("**Anti-slavery Policy**").

13.2 The Contractor shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- (c) 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;





## Contract for the Provision of Learning and Skills at HMP Berwyn

- (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract;
- (e) 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
- (f) implement a system of training for its employees to ensure compliance with the MSA.

13.3 The Contractor represents, warrants and undertakes throughout the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the MSA and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- (c) neither the Contractor nor any of its Sub-Contractors, nor any other persons associated with it:
  - (i) has been convicted of any offence involving slavery and trafficking; or
  - (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

13.4 The Contractor shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.

13.5 If the Contractor notifies the Authority pursuant to paragraph 3.4 of this Schedule 8, 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.



## Contract for the Provision of Learning and Skills at HMP Berwyn

- 13.6 If the Contractor is in Default under paragraphs 3.2 or 3.3 of this Schedule 8 the Authority may by notice:
- (a) require the Contractor 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.

### 14. WHISTLEBLOWING

- 14.1 As soon as it is aware of it the Contractor and Staff must report to the Authority any actual or suspected breach of:
- (a) Law;
  - (b) Paragraphs 8 to 13 or 14.2;
  - (c) Paragraph 7.
- 14.2 The Contractor must not retaliate against any of the Staff who in good faith report a breach listed in this Clause to the Authority or a Prescribed Person.

## PART 2 - CORPORATE SOCIAL RESPONSIBILITY

### 15. ZERO HOURS CONTRACTS

- 15.1 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.
- 15.2 When offering zero hours contracts, the Contractor 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.



Contract for the Provision of Learning and Skills at HMP Berwyn

**16. SUSTAINABILITY**

16.1 The Contractor 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 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.