

Term Service Short Contract Service Information

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1. Description of the service

The *Supplier* will be responsible for the supply a 3.5T, 4.9m Display Vehicle / Engagement Van / Mobile Visitor Centre. The *Supplier* will provide the following services;

Annual Maintenance & Servicing

All required Maintenance and Servicing, based on 10,000 miles per annum, is included within the cost of the F.M.H.A.* The *Supplier* will schedule these as necessary as part of our operator responsibility throughout the term of the agreement. The *Supplier* is to provide the *Customer* with maintenance data in electronic format.

Ministry Testing as Required

All required Ministry Testing, including M.O.T. is included within the cost of the F.M.H.A.** The *Supplier* will schedule these as necessary as part of our operator responsibility throughout the term of the agreement.

General & Office Administrative Support (Not applicable for self-drive hire)

The *Supplier's* team are available during office hours to offer support for scheduling, itinerary planning and general information.

24 Hour Support Telephone Number

A contact will be available 24 hours a day for support, help and advice for the *Customer's* unit.

****/** excludes parts, repairs and refurbishment requirements.***

The above services are included in the lease costs. The following services may be provided on an ad-hoc basis as and when required by the *Employer*.

Operation Costs (Not applicable for self-drive hire)

Driver/Operator to transport, set up and dismantle the Display Vehicle. This may include the need for the Driver/Operator to stay overnight. The *Supplier's* Driver/Operator must be legally permitted to drive the vehicle classification.

Secure Storage When Not in Use/between events if required

Option to store Display Vehicle at a Versatile Venues Limited location between events.

Sundry operational costs

Provision of fuel, generator fuel, parking, tolls costs transparently charged at cost +10%. The *Supplier* is to provide the *Customer* with sundry data in electronic format.

The *Contractor* Provides the Service in accordance with the Service Information.

The *Employer* requires the *Contractor* to provide and manage the above stated services as and when required. For the use of the Driver/Operator, a 21 day rolling day booking diary is required to guarantee availability. 7 day cancellation terms apply.

Identified and Defined Terms

In this Service Information, terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the Conditions of Contract or have the meaning given to them elsewhere.

Environmental requirements

In Providing the Service the *Contractor* complies with the *Employer's* environmental policy and procedures, which are outlined in the *Employer's* [Environment Strategy](#).

Energy Efficiency

The Contractor complies with PPN7/24 entitled "Implementing Article 6 of the Energy Efficiency Directive

- in Providing the Service, and
- in the purchase of new product for use by Contractor partially or wholly for the purpose of Providing the Service comply with the standard for products in Directive 2012/27/EU.
- The Consultant demonstrates to the Employer how, through Providing the Service, any new products purchased by the Contractor for use partially or wholly for the purpose of Providing the Service complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive".
<https://www.gov.uk/government/publications/procurement-policy-note-0714-implementing-energy-efficiency-directive-article-6>

Reporting Small and Medium Enterprises (SME's)

An SME is

- a subcontractor or
 - a subsubcontractor
- and
- is autonomous,
 - is a European Union enterprise not owned or controlled by a non-European Union parent company,

- for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million Euros,
- for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and
- for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does not have a balance sheet greater than 2 million Euros.

For each SME employed on the service, the *Contractor* reports to the *Employer* each quarter from the starting date and throughout the service period:

- the name of the SME,
- the class of SME (medium, small or micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to each SME in the quarter and
- the aggregated value paid to paid to each SME since the starting date.

The *Contractor* acknowledges that the *Employer* may

- publish the information supplied in accordance with this section, along with the names of the SMEs, the *Contractor's* name and this contract name and
- pass this information supplied under this clause to any Government Department who may then publish it along with the names of the SMEs, the *Contractor's* name and this contract name.

The *Contractor* ensures that the conditions of contract for each subcontractor who is an SME include

- a term allowing the *Employer* to publish the information supplied under this and
- obligations substantially similar to those set out in this section.

The *Contractor* further ensures that the conditions of contract for each subcontractor include a requirement that the conditions of contract for any subsubcontractor engaged by the subcontractor who is an SME include obligations substantially similar to those set out in this section.

2. Specifications

Annual Maintenance & Servicing

All required Maintenance and Servicing is included within the cost of the F.M.H.A.* We will schedule these as necessary as part of our operator responsibility throughout the term of the agreement.

Ministry Testing as Required

All required Ministry Testing, including M.O.T. is included within the cost of the F.M.H.A.** We will schedule these as necessary as part of our operator responsibility throughout the term of the agreement.

To supply white Fiat Ducato (or similar) RHD B2B 335 130 Bhp Cab (diesel) with 70mph limiter. To fit the above with AL-KO AMC chassis conversion to create a 3500kgs vehicle with body length of 5,000 mm (approx.). Price covers manufacturer's delivery to our factory, 1st Registration fee and first 12 months Road Fund Licence fee (HGV levy not applicable). Further vehicle specification requirements;

- Dual passenger seat
- Double airbags
- Electric windows
- Air conditioning

Supply and fit styling kit to cab consisting of roof deflector and side collars. Supply and fit sub frame to fit Al Ko chassis plus rear stabilising legs. Supply and fit 5,000mm (approx.) body with an internal ceiling height of 2310mm with gloss white exterior (and interior) inclusive of solid gloss white roof and lightweight treated floor. Aluminium corners and capping, painted white to match body. To be supplied with LED auto lamps to comply with Construction and Use Regulations.

Conversion requirements;

- Supply and fit solid side skirts (with shaped wheel arches) to hide chassis.
- Rear stabilising legs (Pair)
- Hinge up front canopy with integral headboard over glazing set with inward opening doors to allow ramp access
- Install offside personnel door, 800mm wide
- To be supplied with removable/portable DDA ramp*
- To supply full/permanent ramp and step assembly to front door set and exterior low level locker to stow ramp with steps only to rear doors, provided with solid colour or full colour print vinyl decorative skirts around.
- Create and install exterior accessed acoustic generator locker for portable generator with slide out tray for use
- Supply and lay heavy duty non-slip vinyl floor or wood effect safety laminates covering to floor (client to confirm design/colour)
- Supply and install 16 amp waterproof mains inlet socket with cables and 13AMP mains adapters leading to consumer unit connected to 8 off double sockets, 50" LED TV, dimmable interior lighting and no2 external LED lights. (final positions of all to be confirmed by client). Two HDMI sockets to be fitted.

- 2m x 2.2m exterior display panels
- Full graphic wrap to exterior (inclusive of both sides of display panels) and interior main facing wall, excludes cab to carry logos/contact details only
- To install 870mm full width cabinets and worktops to bulkhead/front end of body to house fridge. To include comms cupboard for AMP, HDMI/USB, Switches etc.
- Create stud wall to interior bulkhead in which to house TV for flush appearance.
- Supply and fit roof mounted air-conditioning (heating/cooling combination)
- To install U shaped modular upholstered seating (client to confirm colour) with storage beneath where available. Corner coffee tables and wheel arch covers to be fitted in worktop to match cabinets
- 3KVA cassette generator
- Install 3G/4G WIFI booster
- Reversing camera and audible reversing alarm
- Exterior awning with sides, circa 5m x 5m
- Install amplifier and no2 ceiling mounted speakers
- Rear body 12V Alarm System, including battery and charger
- Install hearing loop system
- Provide no2 fire extinguishers (cab & body)
- Install magnetic whiteboard (size/position tbc)
- Install A4/A3 leaflet dispenser
- Install fleet tracker with stand-alone software monitoring.
- IVA Type Approval on completion
- Full tank of fuel required for IVA type Approval.
- Complimentary full day set-up and driver training

2.1 Skills and Apprenticeships

2.2 Overview

In this paragraph

- **Contract Year** is (as the case may be) the period commencing on the *starting date* or each anniversary of the *starting date* and ending 12 months later and
- **Total Workforce** is the total number for the relevant Contract Year (calculated on a fulltime equivalent basis) of
 - the *Contractor's* direct and indirect employees,
 - subcontractors' employees and
 - agency staff

who are engaged in Providing the Service for more than [4] days in any month of the Contract Year

2.3 The *Contractor* delivers a number of new apprenticeships commencing in each Contract Year through this contract equating to the greater of

- 2.5% of the Total Workforce forecast to be or actually engaged on this contract (whichever is greater)

during the relevant Contract Year, unless agreed otherwise with the *Employer*.

2.4 The *Contractor* ensures that

- the apprenticeships meet the approved apprenticeship standards, see [Apprenticeship Standards](#) or any later revision; and
- any alternative graduate scheme has been approved as apprenticeships by the [Institute of Apprenticeships](#).

2.5 The *Contractor* may agree with the *Employer* that any reporting requirement under this paragraph 2.1 may be undertaken in one report for all contracts between the *Employer* and the *Contractor*.

2.2 Obligations

2.2.1 The *Contractor*

- from the Contract Date until the Completion Date identifies
 - the skills needed to Provide the Service and
 - the scope for meeting those skills needs by the development of apprentices,
- retains any apprentices for the full period of their apprenticeship unless agreed otherwise with the *Employer* and
- takes reasonable steps to retain those apprentices on the *service* after completion of their apprenticeship unless agreed otherwise with the *Employer*.

2.2.2 The *Contractor* within 30 days of, and on each anniversary of, the Contract Date submits an annual report and proposal for acceptance by the *Employer*.

- recording the skills identified under paragraph 2.2.1 and how any shortfall in staff skills within the *Contractor* any subcontractor (at any stage of remoteness from the *Employer*) will be met,
- recording the skills to be developed by apprentices and how that development will be achieved,
- identifying the retention rate for, and training delivered to, existing apprentices and
- identifying the number and type of new apprenticeships to be commenced in the first or next Contract Year having regard to
 - [Transport infrastructure skills strategy: building sustainable skills](#) and
 - the *Employer's* guidance on the types of apprenticeships for projects [Employer Guide to apprentice recruitment](#)

Reasons for not accepting the report are that it does not demonstrated how the *Employer*

- complies with this contract,
- complies with any guidance issued by the *Employer* or CITB,

- supports the aims of the Transport infrastructure skills, strategy: building sustainable skills or
- will successfully address any shortfall in staff skills within the *Contractor* or any subcontractor (at any stage of remoteness from the *Employer*).

2.2.3 The *Contractor* amends the annual proposal in response to any comments from the *Employer* and resubmits it for acceptance. The *Contractor* complies with the annual proposal once it has been accepted.

2.2.4 The *Contractor* ensures that the *Employer* is able to identify all apprentices individually appointed under the requirements of this contract and provides a rolling three month monitoring report to the *Employer* within five (5) working days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice appointed or proposed to be appointed under this contract, but who has not completed the apprenticeship, including

- number of apprenticeships to be started that month,
- actual and planned start dates for existing and proposed apprenticeships,
- postcode of workplace,
- gender,
- ethnicity,
- level of apprenticeship (1 – 8) in accordance with table 2.2.8 below,
- apprenticeship framework or standard,
- occupation of apprenticeship (reported against the [standard occupational classification](#) (SOC) codes,
- category of apprenticeship,
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Service and
- national insurance number.
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Service and
- national insurance number.

2.2.5 The *Contractor* provides a rolling three month monitoring report to the *Employer* within five [5] working days of the start of each calendar month detailing

- performance in respect of the following for each apprentice appointed under this contract who has completed the apprenticeship, including
 - postcode of workplace,
 - gender,
 - ethnicity,
 - level of apprenticeship (1 – 8) in accordance with table 2.2.8 category of apprenticeship,

- apprenticeship start date,
- apprenticeship completion date,
- confirmation if the apprentice is still engaged in Providing the Service and
- national insurance number,
- the total number of apprentices that have been appointed in compliance with this contract and the total number of apprentices that are engaged in Providing the Service,
- the total number of apprentices that have been appointed in compliance with this contract but are no longer engaged in Providing the Service and
- the total number of apprentices that have been appointed in compliance with this contract but are no longer employed by the *Contractor* or a subcontractor (at any stage of remoteness from the *Employer*)..

2.2.6 The *Contractor* completes and submits to the *Employer* within five [5] working days of the start of each calendar month the BIS apprenticeship data collection form.

2.2.7 The *Employer*

- makes available to staff of the *Contractor* and any subcontractor (at any stage of remoteness from the *Employer*) information about the Government's apprenticeship programme and wider skills opportunities and
- uses reasonable endeavours to provide work experience placements for 14 to 16 year olds, work experience placements for other ages, student sandwich/gap year placements and graduate placements in relation to this contract.

2.2.8 Description of apprenticeship levels

Apprenticeship type	National qualification level	National qualification equivalent	Higher education equivalent
	Entry	Entry level certificate	
	1	GCSE (grade D to G)	
Intermediate	2	GCSE (A* to C)	
Advanced	3	AS and A level NVQ level 3	
Higher	4	Certificate of Higher Education NVQ level 4	Certificate of Higher Education Higher National Certificate
	5	Higher National Diploma NVQ level 4	Higher National Diploma Foundation Degree
	6	NVQ level 4	Bachelor's Degree
	7	Postgraduate Diploma NVQ level 5	Master's Degree
	8	NVQ level 5	PhD

3. Constraints on how the *Contractor* Provides the Service

Use of Driver/Operator requires 21 rolling day booking diary to guarantee availability. Scheduled maintenance will need to be worked around planned events already established and booked.

The *Supplier's* Driver/Operator must be legally permitted to drive the vehicle classification.

Insurances

The *Contractor* is required to have in place the required Insurances described in the Insurance Table shown in [Appendix A](#).

The *Contractor* discharges all its obligations under the Insurance Act 2015 when placing, renewing, amending or maintaining any insurances required by this contract, including

- complying with the duty of fair presentation to insurers and
- taking the actions needed to protect the *Employer's* separate interests where the *Employer* is required to be named as an insured party.

Information security

The *Contractor* prepares a robust information security plan complying with the *Employer's* security policy and submits it to the *Employer* for acceptance. The *Contractor* includes the security plan in its quality management system. The security plan includes procedures which

- ensure compliance with the Data Protection Acts,
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
- protect IT systems from viruses and similar threats and
- provide for the vetting of its employees and subcontractors' staff in accordance with the *Employer's* staff vetting procedures.

The *Contractor* provides training for its employees and subcontractors (at any stage of remoteness from the *Employer*) in accordance with the security plan.

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The *Employer's* security policy is set out in the documents "Statement of National Highways 's IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08. The *Employer's* personnel security procedures are set out in [Appendix B](#).

At the end of the *service period* or earlier termination of the *Contractor's* obligation to Provide the Service, the *Contractor* gives to the *Employer* all Personal Data held by it and destroys electronic and paper copies of such data in a secure manner.

Data Protection

1.1. Definitions

- **Data** is all Personal Data collected, generated or otherwise processed by the *Contractor* in the course of Providing the Service.
- **Data Protection Acts** are
 - a) prior to 25 May 2018, the Data Protection Act 1998 (as amended),
 - b) from 25 May 2018, the General Data Protection Regulation (EU2016/679) and
 - c) at all times, any other data protection laws and regulations applicable in England and Wales.
- **Data Subject** is an individual who is the subject of Personal Data.
- **EEA** is the European Economic Area
- **Personal Data** is any data relating to an identified or identifiable individual that are within the scope of protection as "personal data" under the Data Protection Acts.
- **Security Incident** is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
- **Sub-Processor** is a third party (including Associated Company) engaged by the *Contractor* to process Data.
- **Supervisory Authority** is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Acts.

1.2. For the purposes of this contract and the Data Protection Acts

- the *Contractor* is the Data Controller, and
- the *Employer* is the Data Processor and
- this section and Annex 4 together constitute a data processing agreement where required by the Data Protection Acts.

1.3. The *Contractor* processes the Data in accordance with the Data Protection Acts and only to the extent necessary for the purpose of Providing the Service.1.4. The *Contractor* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Acts by either Party.

- 1.5. The *Contractor* obtains and maintains throughout the Service Period all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Acts in respect of Providing the Service.
- 1.6. The *Consultant* only processes Data to the extent it relates to;
- the types of Data,
 - the categories of Data Subject and
 - the nature and purpose
- Set out in Annex 4 and only for the duration specified in Annex 4.
- 1.7. Without prejudice of 1.1.3 the *Contractor* processes the Data only in accordance with the instructions of the *Employer*, unless the *Contractor* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Contractor* is subject. If the *Contractor* is required to process the Data for these other reasons, it informs the *Employer* before carrying out the processing, unless prohibited by relevant law.
- 1.8. The *Contractor* immediately informs the *Employer* if it believes that an instruction infringes the Data Protection Acts or any other applicable law.
- 1.9. The *Contractor* has in place and maintains for as long as it holds any Data in accordance with then current good industry practice, taking into account the state of the art, the costs of implementing and the nature, scope, context and purposes of processing
- appropriate technical and organisational measures (having regard to the nature of the Data) to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
 - adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data,
- in each case to ensure that the *Contractor's* processing is in accordance with the Data Protection Acts and protects the rights of Data Subjects.
- 1.10. The *Contractor* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in clause Z12 (Confidentiality) and this section and are aware of the *Contractor's* obligations under the contract and the Data Protection Acts.
- 1.11. The *Contractor* ensures access to the Data is limited to those persons who need access in order for the *Contractor* to Provide the Service under the contract and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.
- 1.12. Not Used

- 1.13. On request, the *Contractor*, takes all necessary actions and provides the *Employer* with all reasonable assistance necessary for the *Employer* to comply with its obligations under the Data Protection Acts in relation to the rights of Data Subjects, including;
- the provision of access to, and information relating to, Data,
 - the rectification of inaccurate Data
 - the permanent erasure of Data,
 - the restriction of processing of Data,
 - the provision of a copy of Data in machine readable format, and
 - the transfer of Data to a third party.
- 1.14. The *Contractor* immediately notifies the *Employer* if it receives
- a request from any Data Subject whose Personal Data it holds to access their Personal Data,
 - a complaint or request relating to the *Employer's* obligations under the Data Protection Acts, or
 - a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- 1.15. The *Contractor* assists and co-operates with the *Employer* in relation to any complaint or request received, including
- providing full details of the complaint or request
 - complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the *Employer*, and
 - promptly providing the *Employer* with any Personal Data and any other information requested by it to enable it to respond to the request.
- 1.16. The *Contractor* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Employer*.. Where the *Employer* agrees, the *Contractor*
- provides evidence (acceptable to the *Employer*) of appropriate safeguards as required by the Data Protections Acts and
 - complies with the instructions of the *Employer*.
- 1.17. Prior to allowing a Sub-Processor to process any Data, the *Contractor* enters into a written agreement with the Sub-Processor under which the Sub-Processor is obliged to comply with the terms of this section. The *Contractor* remains fully liable to the *Employer* for any acts or omissions of any Sub-Processors.
- 1.18. The *Contractor* complies with the requirements of the *Employer* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Contractor* to destroy or delete copies of the Data is

subject to any law of the European Union (or a member state of the EEA) to which the *Contractor* is subject that requires Data to be retained.

1.19. The *Contractor* notifies the *Employer* within 24 hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible

- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
- the likely consequences of the breach and
- the measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.

1.20. In the event of a Security Incident, the *Contractor* provides the *Employer* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Acts.

1.21. On request (but not more than once in any 12 month period) the *Contractor* provides to the *Employer* all necessary information to demonstrate the *Contractor's* compliance with this section.

1.22. The *Contractor* promptly provides all assistance and information requested by any Supervisory Authority or required by the *Employer* in order for the *Contractor* to ensure compliance with its obligations under the Data Protection Acts, including in relation to

- security of processing,
- preparation of any necessary data protection impact assessments and
- undertaking any necessary data protection consultations.

1.23. The *Contractor* maintains electronic records of all processing activities carried out on behalf of the *Employer*, including:

- the information described in this section
- the different types of processing being carried out (if applicable),
- any transfers of Data outside of the EEA or the United Kingdom, identifying the relevant country or international organisation and any documentation required to demonstrate suitable safeguards and
- a description of the technical and organisational security measures referred to in this section.

The *Contractor* makes these records available to the *Employer* promptly on request.

1.24. If it is or becomes a requirement that, under the Data Protection Acts or other applicable laws, this section must be governed by the laws of a member state of the European Union, and the *law of the contract* does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.

1.25. A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

Contractor's Premises, access and storage to Employer's data

Except as expressly specified otherwise in this contract, the *Contractor* provides all premises necessary to Provide the Service.

The *Contractor* does not use any premise to Provide the Service until

- the premise has successfully passed the Risk Assessment. The *Employer* may request the *Contractor* to provide any information required to support any Risk Assessment or
- the *Employer* has confirmed that a premise does not require to be assessed in accordance with the Risk Assessment.

The *Contractor* provides the *Employer* with any information required to support any Risk Assessment.

The *Contractor* does not store any of the *Employer's* data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement)

- offshore or
- in any way that it could be accessed from an Offshore location until the *Employer* has confirmed to the *Contractor* that either
- the *Employer* has gained approval for such storage in accordance with "Offshoring information assets classified at OFFICAL" dated November 2015 (or any later version or replacement)
- or such approval is not required

The *Contractor* complies with a request from the *Employer* to provide any information required to allow the *Employer* to gain approval for storing data or allowing access to data from an Offshore location in accordance with this clause.

Conflict of Interest

The *Contractor* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Contractor* notifies the *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise.

The *Contractor* notifies his employees and subcontractors (at any stage of remoteness from the *Employer*), and ensures any subcontractor (at any stage of remoteness from the *Employer*) informs its employees, who are Providing the Service, that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with the service.

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The *Contractor* ensures that any employee and that any subcontractor (at any stage of remoteness from the *Employer*) ensures any of its employees, who are Providing the Service, completes a declaration of interests and conflict of interests in the form set out in [Appendix C](#). The *Contractor* issues to the *Employer* any completed declaration of interests and conflict of interests.

The *Contractor*

- ensures any subcontractor (at any stage of remoteness from the *Employer*) immediately notifies the *Contractor* and the *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise and
- immediately notifies the *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise.

If the *Contractor* or subcontractor (at any stage of remoteness from the *Employer*) notifies the *Employer*, the *Employer* may

- require the *Contractor* to stop Providing the Service until any conflict of interest is resolved,
- require the *Contractor* to submit to the *Employer* for acceptance a proposal to remedy the actual or potential conflict of interest.

A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Contractor* amends the proposal in response to any comments from the *Employer* and resubmits it for acceptance by the *Employer*. The *Contractor* complies with the proposal once it has been accepted.

- any step taken under this condition is not a compensation event.
- A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with his obligations.

Discrimination

The *Contractor* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010, any predecessor statute of it or any amendment or re-enactment of it from time to time (the "Discrimination Acts").

In Providing the Service, the *Contractor* co-operates with and assists the *Employer* to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

Where any employee or subcontractor employed by the *Contractor* is required to carry out any activity alongside the *Employer's* employees in any premises, the

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Contractor ensures that each such employee or subcontractor complies with the *Employer's* employment policies and codes of practice relating to discrimination and equal opportunities.

The *Contractor* notifies the *Employer* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with this contract and

- provides any information requested by the investigating body, court or tribunal
- attends (and permits a representative from the *Employer* to attend) any associated meetings
- promptly allows access to any relevant documents and information and
- cooperates fully and promptly with the investigating body, court or tribunal.

The *Contractor* indemnifies the *Employer* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Employer* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Contractor* or any of his staff.

The *Contractor* includes in the conditions of contract for each subcontractor obligations substantially similar to those set out above.

A failure to comply with this requirement is treated as the *Contractor* having substantially failed to Provide the Service.

Euro functionality

The *Contractor* Provides the Service in such a way that the service

- would not be prejudiced by the implementation of the Euro,
- comply with all legal requirements applicable to the Euro in the United Kingdom, including the rules on conversion and rounding set out in the EC Regulation 1103/97,
- so that they are capable of utilising all symbols and codes adopted by the EU Commission in relation to the Euro and

in accordance with the *Employer's* requirements both for Sterling and for the Euro.

4 Requirements of the Plan

The *Supplier* shall produce a maintenance plan within one month of Contract Commencement in collaboration with the *Employer* and any known event bookings for the Display Vehicle.

The *Supplier* shall confirm all bookings for use of a *Supplier* Driver/Operator by the *Employer* within 24 hours of receipt.

5 Services and other things provided by the *Employer*

Where the *Employer* requires the use of a *Supplier* Driver/Operator, the *Employer* shall provide use of the Display Vehicle and associated equipment for transport, set-up and dismantle purposes.

6 Property affected by the service

The *Contractor* carries out basic security checks on his employees and subcontractors before they are involved in Providing the Service. The checks are carried out in accordance with the *Employer's* procedures, as outlined in [Appendix B](#).

7 Health and Safety

Health & Safety at Work Act 1974

Management of Health & Safety at Work Regulations 1999

National Highways Driving for Work Policy

The *Supplier's* Driver/Operator must be legally permitted to drive the vehicle classification.

Service Information Supplementary Insurance Table (Required Insurances)

1. Property "All Risks" Insurance

1.1 Insured

1.1.1 *Contractor*

1.1.2 *Employer*

each for their respective rights and interests in the contract.

1.2 Insured Property

3.5T, 4.9m Display Vehicle and contents

1.3 Coverage

"All Risks" of physical loss, damage or destruction to the Insured Property (in paragraph 1.2 above), unless otherwise excluded

1.4 Sum Insured

At all times an amount not less than the full reinstatement or replacement value of the Insured Property (in paragraph 1.2 above), plus provision to include cover features and extensions as appropriate.

1.5 Territorial Limits

United Kingdom including offsite storage and during inland transit.

1.6 Period of Insurance

From the starting date until the end of the *service period* or a termination certificate has been issued

1.7 Cover Features and Extensions

1.7.1 Terrorism.

1.7.2 Professional fees clause.

1.7.3 Debris removal clause.

1.7.4 Seventy two (72) hour clause.

1.7.5 European Union local authorities clause.

1.7.6 Automatic reinstatement of sum insured clause.

1.7.7 Multiple insured clause incorporating the *Employer* as a co-insured party with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.

1.8 Principal Exclusions

1.8.1 War and related perils.

Service Information Supplementary Insurance Table (Required Insurances)

1.8.2 Nuclear/radioactive risks.

1.8.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

1.8.4 Wear, tear and gradual deterioration.

1.8.5 Consequential financial losses.

2. Third Party Public and Products Liability Insurance

2.1 Insured

2.1.1 *Contractor*

2.2 Interest

To indemnify the Insured (in paragraph 2.1 above) in respect of all sums which the Insured (in paragraph 2.1 above) may become legally liable to pay, (including claimant's costs and expenses) as damages in respect of accidental;

2.1.1 death or bodily injury, illness or disease contracted by any person;

2.2.2 loss or damage to property;

happening during the Period of Insurance (in paragraph 2.5 below) and arising out of or in connection with the contract.

2.3 Limit of Indemnity

Not less than ten million pounds [£10m] in respect of any one occurrence, the number of occurrences being unlimited during the annual period of insurance, but ten million pounds [£10m] in respect of any one occurrence and in the annual aggregate in respect of products or pollution liability (to the extent insured by the relevant policy).

2.4 Territorial Limits

United Kingdom and elsewhere in the world in respect of non-manual visits.

2.5 Period of Insurance

From the starting date until the end of the *service period* or a termination certificate has been issued

2.6 Cover Features and Extensions

2.6.1 Indemnity to principals clause

2.6.2 Cross liability clause.

2.6.3 Contingent motor vehicle liability.

2.6.4 Legal defence costs.

2.6.5 Health & Safety at Work Act(s) clause.

Service Information Supplementary Insurance Table (Required Insurances)

- 2.6.6 Data Protection Act clause.
- 2.6.7 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
- 2.7 Principal Exclusions
 - 2.7.1 War and related perils.
 - 2.7.2 Nuclear/radioactive risks.
 - 2.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.
 - 2.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
 - 2.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
 - 2.7.6 Events more properly covered under a professional indemnity insurance policy.
 - 2.7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessels.
 - 2.7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
 - 2.7.9 Cyber risks.
- 3. **Policies to be taken out as required by United Kingdom law.**
 - 3.1 The *Contractor* is required to meet its statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, *Employers' Liability Insurance* and *Motor Third Party Liability Insurance*.
 - 3.2 The limit of indemnity for the *Employers' Liability Insurance* shall be any one occurrence inclusive of costs, the number of occurrences being unlimited during the period of insurance or such greater amount as is required by the applicable law for the duration of the Contract or such greater period as is required by law.
 - 3.3 Compulsory insurances to contain an indemnity to principals clause in respect of claims made against the Employer arising out of the performance of the Contractor of its duties under this Contract.
 - 3.4 The insurance shall be maintained from the starting date until the end of the *service period* or a termination certificate has been issued.

Service Information Supplementary Insurance Table (Required Insurances)

APPENDIX B - BPSS COMPLIANCE

Annex A

General notes

- You must see original documents, copies are not acceptable.
- All the time you need to check that birth dates, signatures and photos match.
- You must comply with the Data Protection Act. Therefore remember to delete any electronic versions of this form/personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:
<https://www.gov.uk/government/collections/employers-illegal-working-penalties#guidance-and-codes-of-practice>

Annex B

Section 1: Application details and identity verification – guidance notes

Generally one document which contains a photo or 2 documents without photos will provide adequate proof of identity.

However not all documents are of equal value, therefore we have listed below some examples of documents that are from reliable sources, difficult to forge and dated. These documents must be current and ideally issued within last 6 months.

Good examples of identity documents that contain a photo:

- Current UK photo-card driving licence.
- A current passport. Please include the country of issue in section 1.3 (eg British passport, South African passport)

If the applicant is a citizen of the United Kingdom, Switzerland or one of the European Economic Area countries (see [Annex D](#)), their passport can also be used as proof of their 'right to work'. This means that no additional documentation is required to prove nationality.

Good examples of identity documents without photos include:

- Birth certificate, adoption certificate, gender recognition certificate
- Marriage licence, divorce or annulment papers
- Current full UK driving licence (old 'paper' version)
- A recent utility bill or council tax bill (valid for current year)
- Bank, building society or credit union statement or passbook containing current address
- Current benefit book or card or original notification letter from the DWP confirming the right to benefit.
- Police registration document or HM Forces identity card

What to look for:

- The documents shown to you must be originals. If you are unsure, consider comparing them to other examples you may have to hand
- Check that the paper and typeface of the document are similar to any others you may have to hand or may have examined recently
- Examine the documents for alterations or signs that the photograph and/or signature have been removed and replaced.
- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence

- Check that details given on the documents corresponds with what you already know about the individual
- Check the date of issue on each document.

Young Applicants

It can be difficult for young applicants to supply most of the documents listed above. If this appears to be a genuine problem, ask the applicant to supply a passport-sized photo, endorsed on the back with the signature of someone of standing in the applicant's community, e.g. a justice of the peace, doctor, member of the clergy, teacher etc. The signatory should have known the applicant for a minimum of three years.

The photo must be accompanied by a signed statement from the signatory giving their full name, address and phone number and confirming the period they have known the applicant.

Annex C

Section 2: Nationality and right to work- guidance notes

The current advice from UK Visas and Immigration is available on their website:

<https://www.gov.uk/government/collections/employers-illegal-working-penalties#guidance-and-codes-of-practice>

In addition, please note:

- You must be satisfied that each document produced relates to the individual, and you will need to check that all documents contain the same date of birth, photo and the person's appearance looks the same.
- UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:
<https://www.gov.uk/government/collections/employers-illegal-working-penalties#guidance-and-codes-of-practice>

Annex D

European Economic Area (EEA) Countries

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK:

- Austria
- Belgium
- Bulgaria
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden

Annex E**Employment history and personal references – guidance notes**

- All employment history should be confirmed with previous employers, including overseas appointments (where the applicant was abroad for over 6 months).
- A template to send to previous employers and personal referees can be found in [Annex F](#). However most companies will now only provide official confirmation (on letter headed paper) of when an individual worked for them. This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on headed paper, contain spelling or grammatical errors or just not convincing for any reason, should be followed up directly with the individual(s) concerned.
- If the applicant has been unemployed, or his previous employer is no longer in business, a personal reference (see below) can be obtained instead. This is not necessary if the period involved is less than 6 months.
- If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
- Where an applicant has been in full time education during the period, confirmation must be obtained from the relevant school or other academic institution.
- Where an applicant has been overseas during the last 3 years, it is sufficient to see the entry visa. Some countries no longer issue exit visas.
- Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

Personal references

- Personal references are acceptable when no other reference is available. Family members (including in-laws) are not suitable for references.
- The applicant should provide the details of someone of professional standing (eg solicitor, civil servant, teacher, accountant, bank manager, doctor, officer of the armed forces) who has sufficient knowledge of the applicant to provide a considered reference. If the applicant is unable to nominate such a person, then references should be obtained from personal acquaintances. Personal acquaintances cannot provide references if they are involved in any financial arrangements with the applicant.

Annex F
Not Used

APPENDIX C – DECLARATION OF INTEREST FORM

Not Used

APPENDIX D - FORM OF NOVATION AGREEMENT

DATED [●]

NATIONAL HIGHWAYS LIMITED
as Old Employer

[●]
as New Employer

[●]
as Contractor

DEED OF NOVATION

relating to a term contract for
the provision of a service in respect of [●]

DATED .

PARTIES

NATIONAL HIGHWAYS LIMITED (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Employer**”)

[*insert details of replacement authority*] (the “**New Employer**”)

[●] (company no [●]) whose registered office is at [●] (the “**Contractor**”)

BACKGROUND

By the Contract, the Old Employer has employed the Contractor to Provide the Service.

The Old Employer has agreed (with the consent of the Contractor) to transfer all its rights and obligations under the Contract to the New Employer and the Contractor has agreed to accept the liability of the New Employer in place of the liability of the Old Employer under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. OPERATIVE PROVISIONS

DEFINITIONS AND INTERPRETATION

1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the term contract dated [●] between the Employer (1) and the Contractor (2) (including any further agreement varying or supplementing the Contract) under which the Contractor has agreed to Provide the Service.

“**Services**” means the services to be provided by the Contractor pursuant to the Contract.

1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

1.3 Words in this deed denoting the singular include the plural meaning and vice versa.

1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

- 1.5 Words in this deed importing one gender include both other genders and may be used interchangeable, and words denoting natural persons, where the context allows, include corporations and vice versa.

2 NOVATION

- 2.1 The Old Employer and the Contractor release and discharge each other from the further performance of their respective obligations under the Contract and the Contractor acknowledges and accepts the liability of the New Employer in place of the liability of the Old Employer under the Contract.
- 2.2 The Contractor undertakes to be bound to the New Employer by the terms of the Contract in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.
- 2.3 The Contractor acknowledges and warrants to the new Employer that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3 NEW EMPLOYER'S UNDERTAKING

- 3.1 The New Employer undertakes to be bound to the Contractor by the terms of the Contract and to perform the obligations on the part of "the Employer" in relation thereto in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.

4. PAYMENT OF SUMS DUE

- 4.1 The Contractor and the Old Employer agree that the total amount to be paid by the Old Employer to the Contractor for Services provided under the Contract prior to the date of this deed is [REDACTED]. The Contractor acknowledges that the Old Employer has paid the sum of [REDACTED] prior to the date of this deed. The balance of [REDACTED] shall be invoiced by the Contractor to the Old Employer and paid by the Old Employer in accordance with the Contract.
- 4.2 The Contractor and the New Employer agree that the New Employer shall be solely responsible (to the exclusion of the Old Employer) for payment of all sums due to the Contractor under the Contract for Services provided after the date of this deed.
- 4.3 Where, under Clause 2.2 above or under any other contract between the New Employer and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Employer, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Employer to the Contractor under Clause 4.2

above or under any other contract with any Department or Office of Her Majesty's Government.

5. NOTICES

5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).

6. GOVERNING LAW AND DISPUTES

6.1 The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under this deed shall be subject to the jurisdiction of the English courts.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

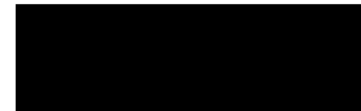
EXECUTION PAGE

OPTION 2b Executed as a deed by **NATIONAL
HIGHWAYS LIMITED** acting by

Authorised Signatory



Authorised Signatory



Executed as a deed by **Versatile Venues
Limited** in the presence of:

Director



Director/Secretary



APPENDIX E – DATA PROTECTION

Not Used