

**CAMBRIDGESHIRE COUNTY COUNCIL**  
**Children, Families and Adults**

**CONTRACT FOR THE PROVISION OF ACCOMMODATION BASED SUPPORTED LIVING  
SERVICE FOR PEOPLE WITH MODERATE TO SEVERE MENTAL HEALTH NEEDS IN  
CAMBRIDGESHIRE**

**CONTRACT DOCUMENT**

**CONDITIONS OF CONTRACT**

**A. DEFINITIONS AND INTERPRETATION**

1. Definitions
2. Interpretation of this Contract

**B. THE SERVICES AND PERSONNEL**

3. Duration of Contract
4. The Services
5. Service Provider's Warranty, Responsibility and Knowledge
6. The Council's Personnel and the Staff
7. Offer of Employment

**C. FINANCIAL ARRANGEMENTS**

8. Contract Price and Payment
9. Recovery of Sums Due
10. Value Added Tax
11. Performance Bond and Parent Company Guarantee
12. Euro

**D. CONTROL OF THIS CONTRACT**

13. Assignment and Sub-Contracting
14. Variations and Change Control
15. Performance Monitoring and Contract Review
16. Intellectual Property Rights
17. Audit Rights
18. Records
19. Publicity

**E. FREEDOM OF INFORMATION, CONFIDENTIALITY AND DATA PROTECTION**

20. Freedom of Information
21. Confidentiality
22. Data Protection

**F. ADDITIONAL STATUTORY OBLIGATIONS AND REGULATIONS**

23. Bribery Corruption and Fraud
24. Re-Use of Public Sector Information
25. Equal Opportunities
26. Health and Safety
27. Whistleblowing
28. Observance of Statutory Requirements
29. Environmental Requirements
30. Human Rights Act 1998
31. Change in Law

32. Transfer of Undertakings

**G. INSURANCE AND INDEMNITY**

33. Insurance

34. Indemnity

**H. REMEDIES FOR POOR PERFORMANCE AND TERMINATION**

35. Force Majeure

36. Industrial Action

37. Business Continuity

38. Complaints

39. Remedies for Poor Performance

40. Dispute Resolution

41. Termination

42. Consequences of Termination

43. Exit and Handover Arrangements

**I. GENERAL PROVISIONS**

44. Notices

45. Legal Proceedings

46. Local Government Ombudsman

47. Agency

48. Entire Agreement

49. Conflict of Interest

50. Use of the Council's Crest or Logo

51. Lien or Encumbrance

52. Severance

53. Waiver

54. The Contract (Rights of Third Parties) Act 1999

55. Law and Jurisdiction

**J. CONTRACT SPECIFIC CONDITIONS**

56. Use or Occupation of Council Premises

57. Service Provider's Equipment and Council's Equipment

58. Liquidated Damages

## CONTRACT SCHEDULES

|                      |   |
|----------------------|---|
| <b>Schedule 1</b>    | Specification   |
| <b>Schedule 2</b>    | Performance Monitoring and KPI's Service Outcomes and Standards of Care                       |
| <b>Schedule 3</b>    | Change Control Procedure  |
| <b>Schedule 4</b>    | The Council's Policy Statements   |
| <b>Schedule 5</b>    | NOT USED  |
| <b>Schedule 6</b>    | NOT USED  |
| <b>Schedule 7</b>    | NOT USED  |
| <b>Schedule 8</b>    | NOT USED  |
| <b>Schedule 9</b>    | NOT USED  |
| <b>Schedule 10</b>   | Safeguarding Policy and Disclosure and Barring Risk Assessment Form                           |
| <b>Schedule 11</b>   | NOT USED  |
| <b>Schedule 12</b>   | NOT USED  |
| <b>Schedule 13</b>   | NOT USED  |
| <b>Schedule 14</b>   | NOT USED  |
| <b>Schedule 15</b>   | Pricing Schedule  |
| <b>Schedule 16-</b>  | Councils Procedure for dealing with Complaints, including Local Government Ombudsman Guidance |
| <b>Schedule 17 -</b> | Contract Data and Authorised Officer  |