

Sent via email to:

67 John Wilson Business Park
Whitstable
Kent
CT5 3QT

HeadStart Kent
Kent County Council
2nd Floor, Invicta House
Maidstone
ME14 1XQ
Phone: 07809 320300
Ask for: Ellie Ransley
Email: elena.ransley-
hoare@kent.gov.uk
18 June 2015

Dear Mr Hurst

Re: Letter of agreement for Amelix Group Ltd for the HeadStart Kent Marketing Communications Campaign



This letter forms an agreement between Kent County Council (KCC) HeadStart Kent and Amelix to carry out all activity involved in planning, designing, coproducing, delivering and evaluating a communications campaign that supports the HeadStart Kent programme and social marketing aims. The contract covers the HeadStart Kent pilot project period which ends 31 December 2015.

The conditions relating to this contract can be found in appendix 2. Please can you sign and return the second page of this letter to confirm your agreement to deliver this piece of work.

Should you have any questions relating to this letter please do not hesitate to contact me.

Yours sincerely

Elena Ransley-Hoare
Project Officer, HeadStart Kent

Appendix 1: Details of service/goods	
Service/Business Unit	Early Help and Preventative Services
Goods/Services to be purchased	HeadStart Kent 'Emotional Resilience' Marketing Campaign
Details of service including; service standards, staff competencies, delivery plan	See appendix 1 and 2
Timescales	1 April 2015 – 31 December 2015 – dates to be agreed between Amelix and HeadStart Kent Project Officer
Agreed value	£33,000
Payment schedule	Payment will be made on receipt of an invoice to grace.dennis@kent.gov.uk as per payment schedule shown in Appendix 3. Payment terms are 20 days from date of receipt of invoice. See Appendix 3 Payment Schedule.
Performance and reporting arrangements	<ul style="list-style-type: none"> • Amelix will provide monthly information on activity using a template provided by the HeadStart Kent Project Officer to be emailed to Elena.Ransley-Hoare@kent.gov.uk by the end of the 15th of the following month. • Full engagement with the HeadStart Kent evaluation • Feedback and evaluation to be taken from all participants at every event
Provider details	Amelix Group Ltd
Section 2. Signed agreement	
SIGNED by for and on behalf of the AUTHORITY	
Name and position	Angela Ford, HeadStart Kent Programme Manager
Date	29 06 15
SIGNED by <i>insert name</i> for and on behalf of the PROVIDER	
Name and position	Louis Hurst - Director..
Date	18 th June 2015.

Appendix 1: Specification for HeadStart Kent 'Emotional Resilience' Marketing Campaign

1. Introduction

This sets out the requirements, monitoring arrangements and payment schedule for the delivery of a HeadStart Kent Emotional Resilience Marketing Campaign.

2. Outcomes

The provider will support the work already taking place in the HeadStart Kent programme which aims to:

1. Ensure that all young people aged 10-14 are positively participating in education, achieving and progressing, so that there will be:
 - Reduction in Pupil Absence
 - Reduction in exclusions
 - Reduction in FSM attainment gap
2. Ensure that young people in Kent are resilient, able to make positive informed choices to become active and responsible citizens with strong personal networks
 - Young People engaged in Social Action and positive activities
 - Reduction in first time entrance into the criminal justice system
 - Reduction in re-offending rates
3. Young People in Kent will report an increased sense of wellbeing
 - Reduction in referrals to CAMHS
 - Numbers accessing targeted support
 - Increased self-reported sense of wellbeing using the Stirling evaluation (or similar as specified by Big Lottery)
4. Ensure that more young people receive help earlier so that their needs do not escalate and require support from specialist provision
 - Young people know when and how to access help through digital resources
 - Increase numbers of young people and families accessing support through early help assessments
 - Reduce the numbers of re-referrals into social care

The campaign will support the achievement of all outcomes and will promote the 6 Ways to Wellbeing campaign that is currently being promoted by Public Health.

The specific outcomes for the campaign can be broken down into 3 themes or target areas:

- Self-awareness

Increase young people's awareness and understanding of resilience, and what they can do to build their own resilience.

Encourage young people to identify their existing coping strategies and adopt new positive strategies where they are lacking or have adopted unhealthy, negative coping strategies.

- Helping others

Young people will be able to identify how they already support their peers and their family and therefore recognise a further skills base.

Young people will understand how their behaviour impacts upon other people's resilience, both in a positive and negative way, and will learn how to support their peers, friends, family and community's resilience.

Young people will be able to identify how they already support the resilience of others and therefore recognise a further skills base.

- Learning life skills

Young people will be given opportunities to learn new life skills through a range of methods. Please refer to BeingBoing Resilience Framework shown in Appendix 4.

Through being given more opportunities, young people will learn new life skills that will build their resilience.

Developing life skills is about teaching young people the necessary skills for living. Successfully teaching relies on breaking things down into small parts and encouraging students to try out something new by setting young people a challenge so that they try and develop that life skill.

3. Project overview and approach

The HeadStart Kent programme is intended to help equip young people to better deal with difficult circumstances in their lives, so as to prevent them experiencing common emotional and mental health problems later in life.

The £500,000 for the pilot year will enable a participatory action research approach to testing, learning, shaping and sharing approaches that build resilience working with schools, young people, families, community groups, and the voluntary sector to make sure that young people have a chance to benefit from this all-round support.

The funding is to trial new ways of providing this early support, with a focus on improving the resilience and lives of young people by working in four areas:

- A child's time and experiences at school
- Their ability to access the community services they need
- Their home life and relationship with family members
- Their interaction with digital technology.

HeadStart Kent is delivering activity within 3 pilot areas to test different methods of building and supporting resilience. The 3 pilot areas: North West Kent, Canterbury and Thanet each have a Project Board which coordinates the project in their areas, these project boards report into the Shadow Board of young people and the Programme Board to agree on the direction of the programme.

The Emotional Wellbeing Strategy and Delivery Plan 'The Way Ahead: Kent's Emotional Wellbeing Strategy for Children, Young People and Young Adults and Families' is helping deliver the system change that HeadStart Kent wants and the Big Lottery needs to see in order to award Kent the funding.

3.1 Locations

HeadStart Kent has engaged schools, communities and families in each of the pilot areas. The campaign however, may extend beyond these pilot areas.

3.2 Age criteria

The HeadStart project aims to support 10-14 year olds. This may not necessarily be achieved by targeting this audience, but may be through those that have impact on their lives such as their families, teachers, and the wider community including online which can all work to build young people's resilience.

3.3 Partnership working and commissioned services:

HeadStart Kent expects the provider to work with HeadStart Kent partners and local services and agencies to promote opportunities that are available to support resilience. The service will work in partnership and when relevant promote KCC commissioned services as well as all partners involved in the delivery of HeadStart Kent.

3.4 Workforce

The service provider shall ensure that:

All staff working with young people have a valid DBS check, are aware of safeguarding protocol and are suitably qualified to work with young people.

The young people involved as part of the Social Marketing Group must also be supported in their emotional wellbeing needs, especially when discussion takes place that may bring issues to the surface. In such cases, safeguarding protocol must be followed and if required an Early Help Referral completed through the Kent Family Support Framework, details and further guidance is available on the KELS! website Kelsi.org.uk. All Practitioners must be familiar with this process.

4. Service approach:

i. Development and Promotion of HeadStart core messages

Using the common language and core messages identified through the knowledge seminar and programme board, core messages including signposting to online resources will be designed and promoted to a wide audience.

The partner agency will work with the HeadStart Kent Social Marketing Group in conjunction with the HeadStart Kent Project Officer to design and develop the core messages of the HeadStart Kent programme and the related promotional material.

The partner agency will:

- Understand the vision and the core values of the HeadStart Kent programme and develop a brand personality that is identifiable to the key audience of 10-14 year olds, whilst ensuring it remains accessible for the wider audience of family and communities.
- Identify the key messages for HeadStart Kent in conjunction with the local project teams, and the Knowledge Seminar.
- Explore and implement routes to market that are inclusive to the 'harder to reach' audience

Outcomes for this element will include:

- Creation of brand guidelines
- Creation of brand artwork
- Delivery of web content and social media strategy.
- Evidence of partnership working

ii. HeadStart Kent 'Icebreaker' sessions and The Pledge

Sessions are to be developed to help young people recognise the coping strategies they already have and explore alternative ideas. Young people have placed an emphasis on how their peer group is key to their resilience, but have also expressed a need, through discussions, to understand what support they can offer as peers, and who they can turn to if they have genuine concerns about a friend.

The provider will work with young people and the HeadStart Kent project officer to design and develop a series of 10 minute interactive Ice Breaker sessions based on the evidence explored through the Knowledge Hubs, and tried and tested by the HeadStart Kent team to promote what is meant by resilience to young people. The resources will be accessible online, and will equip teachers and youth workers in schools and youth centres across Kent to encourage discussions around resilience with 10-14 year olds. The sessions will support The Pledge, an activity for young people to sign up to a set of behaviours that support self-awareness and helping others.

The provider will:

- In conjunction with the HeadStart Kent Project Officer s develop resources
- Explore with young people the development and promotion of the Pledge
- Ensure a clear, coherent message about cyber bullying and staying safe online is included and approved by the E-Safety Officer
- Adhere to KCC and Big Lottery guidelines (provided by KCC Communications team)

- Promote the training and resources to schools and practitioners in conjunction with the KCC Communications team.
- Ensure feedback mechanisms are in place for both young people and practitioners/teachers

Outcomes for this element will include:

- Workshops with young people to develop and test icebreaker content.
- Icebreaker session plans to be available to download via KELS!
- The Pledge campaign with accompanying resources and collateral

iii. HeadStart Kent Canterbury 'BlackOut CampOut'

This overnight event is to be held in Canterbury for families and the wider community. Through the early consultation phase, young people were clear that they needed more quality time with family, both in having more time to talk, but also completing activities together.

The partner agency will work with young people to design, develop and deliver a 'BlackOut CampOut' event. The message of the campaign will be based around 'Phubbing'; the act of snubbing someone in a social setting by looking at your phone instead of paying attention. However, this message should be broader to include in the home, and not just phone use; TV, online, and games consoles should also be a consideration. The event will be a family activity day, open to an audience of families with 10-14 year olds, in a local setting.

The partner agency will:

- Identify and coordinate a group of young people supporting the development of the campaign and event in conjunction with the HeadStart Kent Project Officer.
- Explore with young people the messages and design of the event.
- Work with the Canterbury project team to enable a smooth link between the BlackOut CampOut, and the overall PRP programme to ensure cohesive messaging
- Identify the target audience for the event and referral process (if required)
- Design, develop and deliver the event
- Adhere to KCC and Big Lottery branding guidelines for all promotional material
- Promote the event and campaign material to schools and practitioners in conjunction with the KCC Communications team.
- Ensure feedback mechanisms are in place for both young people and their families

Outcomes for this element will include:

- Event planning
- Event promotion
- Event delivery
- Event evaluation

iv. HeadStart Kent Thanet Event

This event will enable young people to test risk, and their reaction to it, through interactive sessions. Young people in Thanet discussed the need for an event removed from the school setting to explore what a resilience move is, and how this affects others.

The provider will work with the HeadStart Kent Social Marketing Group in conjunction with the HeadStart Kent Project Officer to design, develop and deliver an event in the Thanet district. Primarily promoted as an event for schools to attend, the day will be open to all young people aged 10-14 years of age.

The aim of the Thanet Day is to encourage a broad range of young people to explore how they will react in different situations, and gain an understanding between reactions and consequences.

The partner agency will:

- Design and deliver interactive sessions and workshops based on the Rise Above website
- Enable exploration of reactions in a variety of circumstances through scenario based activities within zoned areas.
- Where possible, match messages to link with the district pilot of Restorative Approaches and engage young people trained as Restorative Ambassadors in some way in the design or delivery of the event.

Outcomes for this element will include:

- Event planning
- Event promotion
- Event delivery
- Event evaluation

v. HeadStart Kent 'Skills Roadshow'

The 'Skills Roadshow' focuses on getting young people to challenge their personal learning. Young people during the consultation phase expressed a need to develop their own skills, through being able to support their friends, as well as practical life skills.

The provider will work with the HeadStart Kent Social Marketing Group in conjunction with the HeadStart Kent Project Officer to design, develop and deliver a Skills Roadshow to go 'on tour' in the HeadStart Kent pilot areas.

The aim of the Skills Roadshow is to:

- Promote the core values of HeadStart Kent
- Explore and promote positive coping strategies
- Signpost to services and providers in the local area that offer positive activities
- Support the development of new skills i.e. learning to cook a basic meal, art and crafts (as required)
- Engage with young people aged 10-14 years of age
- Develop team work and communication skills
- Provide a pop up safe space for young people to have a place 'to be', based on the North West Kent model
- Provide a range of hands on activities and demonstrations
- Give young people the opportunity to feed back on their experience and discuss further what a coping strategy is

The provider will:

- Explore with young people the 'skills' and activities to be promoted and developed for the roadshow and recognise the differentials within each pilot area.
- Design, develop and deliver a package that is bright, fun and engaging
- Identify whether the Roadshow should visit schools, community centres or local events
- Coordinate the dates and venues of the Roadshow
- Engage with the local HeadStart project groups and ensure full coordination
- Ensure there is a variety of information and activities that engage a range of young people and acknowledge the range of needs
- Ensure a clear, coherent message about cyber bullying and staying safe online is included and approved by the E-Safety Officer
- Link with local providers that offer the development of new skills such as community chefs, youth centres, voluntary organisations
- Create a short film demonstrating young people's experience of the Roadshow.

Outcomes for this element will include:

- Design of roadshow and accompanying materials
- Delivery of roadshows
- Evaluation of roadshows

5. Management and Supervision Arrangements

5.1 Safeguarding and Risk Management:

Risk Assessments will need to be completed for any event or coproduction event if there is not a suitable risk assessment already in place.

Safeguarding requirements of workforce outlined above in Appendix 1.3.4. The provider will ensure that the campaign is run in accordance with the requirements of Child Protection and Safeguarding legislation and guidance and in accordance with guidance issued by Kent Children's Safeguarding Board. The provider is required to have a safeguarding policy in place.

The service will ensure that risk management procedures are in place and those procedures are clarified with agencies with whom any partnership working or joint working is undertaken with.

The provider should have clear policies on; confidentiality or information sharing, safeguarding and onward referral which is in line with legislation and guidance as well as other policies referred to in the terms and conditions.

All relevant policies should be followed at all times and be available for Commissioners to review on request. The provider will ensure that all staff meet the required legislation relating to staff working with vulnerable children and young people and have the competency to fulfil their roles within this programme.

6. Performance Monitoring and reporting

Performance Monitoring is an essential part of effective commissioning and will take place between the Provider and HeadStart Kent Programme Manager. The Provider will ensure that accurate records are kept.

The campaign will be expected to develop in line with national and local guidance/good practice. Monitoring is an integral part of the contract or service agreement review and continuation or termination of the contract.

The provider must record monthly activity and provide a written monthly update to the HeadStart Kent Project Officer. Performance monitoring meetings will take place during the planning stage and on completion of each event. Dates to be agreed on completion of schedule. The HeadStart Kent project is in its pilot year and activity and feedback will be monitored to ensure we are running the project in the best way to support outcomes as outlined in Appendix 1.2. Any feedback directly linked with the project outcomes must be included. Additional information may be required directly from the commissioner and should be supplied within a timely manner.

Failure to submit performance information will result in payments being withheld until such information is provided of a standard acceptable to the Project Officer.

In order to measure outcomes and to identify if behaviour change has occurred baseline data and post event feedback is required. Where possible, further information about any sustained behaviour change should be recorded 3 or 6 months after the event.

Event reports will need to be submitted four weeks following an event, with a final report required at the end of the contract period, a template will be provided by the HeadStart Kent Project Officer.

Monthly Performance reporting must include the following information:

- Activity relating to the planning of upcoming events
- Activity around coproduction with the Social Marketing Group
- Planned activities for the next month
- Financial spend toward the project
- Risks and issues that have arisen

Event reports must include:

- Pre and post evaluation
- Evidence to support outcomes
- Number engaged at event
- Number in attendance
- Demographic data about those that attended
- Feedback from attendees
- Breakdown of costings
- Event content i.e messages promoted

Appendix 2: Delivery Plan

See Project Plan as agreed with HeadStart team

Meeting dates agreed in advance:

20 May 2015 9.30am – 12.30pm – Knowledge Seminar – Augustine House Canterbury
3 June – 2pm – Contract and Performance Monitoring Arrangement meeting
15 June 5pm - 8.30pm – Programme Board
16th July, 1.30 – 3.30pm, venue TBC - North West Kent project meetings:
8 September 9.30am – 12.30pm – Knowledge Seminar, venue TBC
29th September, 2pm – 4pm, venue TBC - Canterbury project group meeting
13 October 1.30-4.30pm – Programme Board

The provider will not be required to attend all meetings, but will be expected to attend the relevant local project board meeting around the development and subsequent promotional time of individual projects.

As further dates are agreed a notification shall be provided by the HeadStart Kent Support Coordinator.

The HeadStart Kent Project Officer shall inform in advance of requirement to attend and/or present at a meeting.

Performance and Monitoring meetings shall take place during the planning of each event, and on the completion of each event. Additional dates may be added on need. The provider shall supply a performance and monitoring form for approval of the HeadStart Kent Project manager in advance.

Appendix 3: Payment Schedule

Invoices will be required upon meeting milestones during the project. Suggested milestones are TBC in conjunction with Project Plan:

Activity	Unit Cost	Target number	Total
Initiation of contract (Planning)			
Coproduction events			
Promotion			£
Thanet Day	6,000	1	£6,000
No Technology Day	8,200	1	£8,200
Skills Roadshows	18,000	10-13	£18,000
Ice Breakers	£2,300	30,000	£2,300
TOTAL			£33,000
Additional budget for merchandise			5,800

Payments to be made in three instalments of £11,000 with invoices to be submitted on the first of each month in June, September and December. Additional merchandise invoice to be submitted to the team in addition to the agreed total amount.

Please note this does not outline what spend is required against each item – this is just an outline of the payment schedule on estimated costs. Costs can be completely different to the above and must be outlined in reports.

Appendix 4: beingbeing Resilience Framework

Resilience Framework (Children & Young People) Oct 2012 – adapted from Hart & Blincow with Thomas 2007					
	BASICS	BELONGING	LEARNING	COPING	CORE SELF
SPECIFIC APPROACHES	Good enough housing	Find somewhere for the child/YP to belong Help child/YP understand their place in the world	Make school/college life work as well as possible	Understanding boundaries and keeping within them	Instil a sense of hope
	Enough money to live	Tap into good influences Keep relationships going	Engage mentors for children/YP	Being brave Solving problems	Support the child/YP to understand other people's feelings
	Being safe	The more healthy relationships the better	Map out career or life plan	Putting on rose-tinted glasses	Help the child/YP to know her/himself
	Access & transport	Take what you can from relationships where there is some hope		Fostering their interests	
	Healthy diet	Get together people the child/YP can count on Responsibilities & obligations	Help the child/YP to organise her/himself	Calming down & self-soothing	Help the child/YP take responsibility for her/himself
	Exercise and fresh air	Focus on good times and places	Highlight achievements	Remember tomorrow is another day	Foster their talents
	Enough sleep	Make sense of where child/YP has come from		Lean on others when necessary	
	Play & leisure	Predict a good experience of someone or something new			
	Being free from				There are tried and tested

TERMS AND CONDITIONS

SUPPLY OF SERVICES

KENT COUNTY COUNCIL

1. Interpretation

1.1. In these Terms:

"Contract"	means the Order and the Service Provider's acceptance of the Order;
"ISA"	means Independent Safeguarding Authority as established under section 1 of the Safeguarding Vulnerable Groups Act 2006
"Order"	means the Council's purchase order which these Terms govern;
"Price"	means the price of the Services;
"Regulated Activity":	in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Activity Provider:	shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.
"Services"	means the services (if any) described in the Specification;
"Specification"	means the Service Specification document which describes the Service to be delivered by the Service Provider
"Service Provider"	means the person, firm or company who accepts the Council's Order;
"Terms"	means these terms and conditions of purchase between the Council and the Service Provider;
"the Council"	means Kent County Council; and
"writing"	includes facsimile transmission and electronic communication and "written" shall be construed accordingly.

- 1.2. A reference to particular law is a reference to it as it is in force for the time being taking into account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. Application of Terms

- 2.1. Subject to any previously agreed contract under condition 2.3 or any variation under 2.4, these Terms are the only conditions which shall govern the Contract to the entire exclusion of all other terms and conditions.
- 2.2. Each Order by the Council to the Service Provider shall be deemed to be an offer by the Council subject to these conditions and no Order shall be accepted until the Service Provider either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
- 2.3. Where this Order forms part of another purchasing arrangement and is subject to terms and conditions previously agreed in writing by the Council and the Service Provider ("Main Contract") the terms of the Main Contract shall prevail.
- 2.4. No variation to the Order or these Terms shall be binding unless agreed in writing by the parties.

3. Compliance with Order and Specification

- 3.1. The quantity, quality and description of the Services shall be as specified in the Specification supplied by the Council to the Service Provider.
- 3.2. Any part of the Specification provided by the Council to the Service Provider, over which the Council has any intellectual property rights, shall be and remain the exclusive property of the Council.
- 3.3. All rights in any work including any copyright therein and any right to apply for patents (hereinafter called 'the proprietary rights') shall vest in and become the property of the Council. However, if any work created outside the Contract ('other work') is utilised in the course of the production or performance of the work, then any proprietary rights in the other work shall remain the property of the Service Provider or third party as appropriate.
- 3.4. The Service Provider if requested, and at the expense of the Council, shall do all things necessary to enable the Council to obtain patents or similar protection as the Council may require.
- 3.5. The Service Provider shall have the right to use any such data, reports, drawings, specifications, designs, inventions, plans, programs or other material with prior written agreement of the Council upon such terms as may be agreed.
- 3.6. The Council recognises that during the course of the work the Service Provider may conceive or develop intellectual ideas, designs and know-how and the Service Provider shall be free to use such expertise in the furtherance of his normal business.

4. Changes

- 4.1. The Council may at its reasonable discretion from time to time change any details specified in its Order by written instruction.

5. Price

- 5.1. The Price of the Services shall be as stated in the Order and, unless otherwise so stated by the Council, shall be fixed, exclusive of any applicable VAT and inclusive of all charges.
- 5.2. If the Price is not stated in the Order, the Price shall be the lowest price currently quoted or charged, at the time of the Order, by the Service Provider for the Services but shall in any event be higher than the price most recently charged to the Council by the Service Provider for such Services.
- 5.3. No increase in the Price may be made without the prior written consent of the Council.

6. Performance

- 6.1. The Services shall be performed at, the location(s) specified by the Council and on the date or within the period stated in the Order, in either case during the times specified in the Order or if no times are specified, during the Council's usual business hours and time shall be of the essence.
- 6.2. For an invoice to be submitted, the Services must be received, and signed for, by an authorised employee of the Council. The Council reserves the right to amend any delivery instructions. Delivery shall be deemed to be made on receipt of the Services by the Council in accordance with these Terms.

7. Acceptance

- 7.1. The Service Provider shall supply the Council in good time with any instructions or other information required to enable the Council to accept performance of the Services.

- 7.2. The Council shall be entitled to reject all or any part of the Services performed which are not in accordance with the Order, any Specification and these Terms even if the defect is minor.

8. Payment

- 8.1. The Council will make payment for the Services set out in the Order within thirty (30) days of receipt of a proper invoice unless taking advantage of agreed discount for earlier settlement. Invoices must be submitted to the address detailed on the Order.
- 8.2. It is an important condition that invoices are accurate and include the correct official order number. Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the original date but from the date of receipt at the correct address of the proper invoice.
- 8.3. Without prejudice to any other right or remedy, the Council reserves the right to set off any amount owed at any time by the Service Provider to the Council against any amount payable by the Council to the Service Provider.

9. Compliance with Law

- 9.1. The Service Provider shall comply with all applicable statutory requirements concerning the performance of the Services.

10. Warranties

- 10.1. The Service Provider warrants to the Council that it is fully experienced, qualified, equipped, organised and financed to perform its obligations under these Terms, and warrants to the Council that the Services:-
- i) will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable for the Council to expect in all the circumstances; and
 - ii) will comply with all statutory requirements, regulations, bye-laws and EU directives relating to the performance of the Services.

11. Remedies on Default

- 11.1. Without prejudice to any other right or remedy of the Council, if any of the Services are not provided in accordance with, or the Service Provider fails to comply with, any of these Terms, the Council shall be entitled to any one or more of the following remedies whether or not any part of the Services have been accepted by the Council:-
- i) to cancel the Order; or
 - ii) to claim damages in consequence of the Service Provider's breach of the Contract.

12. Indemnity

- 12.1. The Service Provider shall indemnify the Council in full against all liabilities, losses, damages, costs and expenses (including legal expenses) incurred directly by the Council as a result of or in connection with:-
- i) breach of any warranty given by the Service Provider in relation to the Services;
 - ii) any claim that the Services infringe any intellectual property rights;
 - iii) any claim made against the Council in respect of any liability, breach or alleged breach by the Council of any statutory provision, regulation or bye-laws or other rule of law arising from the acts or omissions of the Service Provider or its employees, agents or sub-contractors;

- iv) any act or omission of the Service Provider or its employees, agents or sub-contractors in performing the Services.

13. Force Majeure

- 13.1. Neither the Service Provider nor the Council shall be liable to the other by reason of any delay which is beyond that party's reasonable control which shall include (but not limited to) natural disasters, war or national emergency, riot, acts of or threat of acts of terrorism, civil commotion, fire, explosion, flood or storm, strikes, lockouts and any other industrial disputes.

14. Installation and work on site

- 14.1. The Service Provider shall at all times whilst on the Council's premises or on site comply with and ensure that its employees, agents and sub-contractors comply with, all relevant legal requirements relating to the provision of Services, health and safety legislation and all safety and security regulations and rules from time to time in force and will be deemed to have full knowledge of such regulations. Copies of such Council specific regulations will be supplied on request.

15. Insurance

- 15.1. The Service Provider shall at all times maintain adequate insurance cover with a reputable insurer against its liability under these Terms, to include Public Liability, Employers Liability and Professional Indemnity cover, and shall produce the policies and latest premium receipt to the Council on request.
- 15.2. The Service Provider will provide all facilities, assistance and information reasonably required by the Council or its insurers for the purpose of bringing an action or claim arising out of the performance of these Terms.

16. Termination

The Council shall be entitled to cancel the Order in respect of all or part only of the Services by giving notice to the Service Provider at any time prior to the performance without incurring any liability to the Service Provider.

17. Confidentiality

- 17.1. All information supplied to the Service Provider by the Council at any time in connection with these Terms and any Specification shall be regarded as confidential and shall not without any prior written consent of the Council be published or disclosed to any third party or used by the Service Provider except for the purpose of implementing the Order.
- 17.2. The provisions of 17.1 shall not apply to any information:-
 - i) which is or becomes public knowledge (otherwise than by breach of these conditions); or
 - ii) which was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party; or
 - iii) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - iv) which is required to be disclosed by law

These confidentiality obligations shall continue in perpetuity.

- 17.3. The Service Provider shall not advertise or announce the provision of the Services without the Council's prior written consent.

17.4. The Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act, the Data Protection Act and the Environmental Information Regulations and the Service Provider shall assist and co operate with the Council (at the Contractor's expense) to enable the Council to comply with these requirements. Requests for information made directly to the Service Provider must be forwarded to the Council as soon as practicable after receipt and in any event within two working days of receiving the request.

17.5. The Council shall be responsible for determining at its absolute discretion whether:

- i) information is exempt from disclosure under the Code of Practice on Access to Government Information; and/or
- ii) information is to be disclosed in response to a Request for Information.

17.6. The Service Provider acknowledges that the Council may be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information with or without having consulted with the Service Provider.

18. The Council's Liability

18.1. The Council's liability under this Contract, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed the level of fees due under this Contract. Nothing in this Agreement shall be construed as restricting or excluding the Council's liability for fraud, personal injury or death or any other matter for which it is illegal to limit or exclude liability.

19. Safeguarding children and vulnerable adults

19.1. The parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

19.2. The Service Provider shall ensure that all individuals engaged in the provision of the Services are:

- i) subject to a valid enhanced disclosure check undertaken through the Criminal Records Bureau including a check against the adults' barred list or the children's barred list, as appropriate; and
- ii) regularly monitored as to the level and validity of the checks made under this clause 19.2

19.3. The Service Provider shall immediately provide the Council with any information that the Council reasonably requests to enable it to be satisfied that the obligations of this clause 19 have been met.

19.4. The Service Provider shall refer information about any person carrying out the Services to the ISA where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.

19.5. The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

20. Health and Safety

20.1 The Service Provider shall promptly notify the Council of any health and safety hazards, which may arise in connection with or affect the performance of the Services and that may exist or arise at either the Council's premises or any other place where the Services are being performed

- 20.2 While performing the Services , the Service Provider shall comply with any health and safety measures implemented by the Council in respect of staff and other persons working there .
- 20.3 The Service Provider shall notify the Council immediately in the event of any incident occurring in the performance of the Services where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 20.4 The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons working in the performance of the agreement.
- 20.5 The Service Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Council on request.

21. General

- 21.1. The Council may assign its rights, sub-contract, or transfer its rights and obligations without the consent of the Service Provider. This Order is personal to the Service Provider and the Service Provider shall not assign, sub-contract, or transfer its rights and/or obligations without the prior written consent of the Council.
- 21.2. These Terms shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provisions herein and the application of any legislation giving to or conferring on third parties contractual or other rights in connection with these Terms shall be excluded.
- 21.3. The Service Provider shall not represent itself or allow itself to be represented as an employee or direct agent of the Council
- 21.4. Any waiver by the Council of any breach is not a waiver of any subsequent breach.
- 21.5. Failure or delay by the Council in enforcing or partially enforcing any provision of these Terms is not a waiver of any of its rights under these Terms.
- 21.6. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 21.7. These Terms shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.