



SCHEDULE 2

CONTRACT SPECIFIC CONDITIONS FOR THE PURCHASE OF SERVICES

These Contract Specific Conditions are to be read in conjunction with the General Conditions and the Contract and govern the provision of services by a Contractor to CCHA.

1. CONTRACTORS OBLIGATIONS

1.1 The Contractor shall:

1.1.1 in providing the Services, co-operate fully, and procure that its Staff co-operate fully with CCHA's employees, agents and sub-contractors; and

1.1.2 in the event of the Contractor not being able to perform the Services, or any part thereof, immediately inform CCHA giving details of the circumstances, reasons and likely duration. Nothing in this paragraph 1.1.1 shall in any way alter, modify, relieve, or in any other way vary the Contractor's obligation to provide the Services.

1.2 The Contractor must ensure that a sufficient reserve of suitably qualified, instructed and competent Staff are available to ensure appropriate cover arrangements to provide the Services during holidays and sickness absence, or for absence due to any other reason.

1.3 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to CCHA by the Contractor in connection with the provision of the Services and shall pay CCHA any extra costs occasioned by any discrepancies, errors or omissions therein.

1.4 The Contractor shall satisfy himself with the accuracy of all information within [insert time period] of the Commencement Date. Following this date any liability for errors or discrepancies in information shall sit with the Contractor for resolution at the cost of the Contractor.



- 1.1 Time is of the essence for the performance of the Services under the Contract including in relation to all times, dates and periods specified in this Contract or substituted for them.
- 1.5 Without prejudice to any other rights and remedies CCHA may have pursuant to the Contract, the Contractor shall reimburse CCHA for all reasonable costs incurred by CCHA which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor has failed to remedy after being given notice by CCHA.
2. **STAFF**
 - 2.1 The Contractor must ensure that every member of staff employed by the Contractor in the provision of the Services is at all times properly and sufficiently qualified and instructed with regard to:
 - 2.1.1 the task or tasks which that person has to perform;
 - 2.1.2 any relevant provisions of the Contract;
 - 2.1.3 the Health and Safety Requirements;
 - 2.1.4 the need to maintain the highest standards of appearance, courtesy and consideration in relation to contact with members of the public; and
 - 2.1.5 the need to efficiently and promptly deal with situations which involve actual or potential danger of personal injury to any person and report such situations to CCHA and summon the appropriate emergency medical service if required.
 - 2.2 The Contractor must ensure that its Staff carry out their duties and, whilst providing the Services, behave:
 - 2.2.1 in an orderly manner and in as quiet a manner as may be reasonably practical, having regard to the nature of the duties being provided by them; and



- 2.2.2 in such a way as to cause no unreasonable or unnecessary disruption to the work of any of CCHA's own staff or any unreasonable disturbance to local residents or visitors and care should be taken to minimise disturbance of or damage to any wildlife interest.
- 2.3 The Contractor must require its Staff at all times whilst providing the Services to be properly and presentably dressed in appropriate uniforms or work wear. All such uniforms, work wear or any special or protective clothing to be worn by the Contractor's Staff must be provided by the Contractor.
- 2.4 The Contractor acknowledges that work may be carried out at remote locations and that they will be responsible for the protection of Staff and ensuring they are fully compliant with all necessary health and safety obligations at Law, including Health and Safety Requirements, and must ensure suitable lone working arrangements are in place.
- 2.5 The Contractor must provide at its own expense, and must require its Staff engaged in providing the Services to wear or carry such identification (including photographic identification) as may be specified by CCHA.
- 2.6 The Contractor undertakes that all amounts payable to or in relation to its Staff engaged in the performance of the Contract (including any wages and salaries, overtime, bonus or commission (earned but unpaid), accrued holiday pay, income tax, national insurance contributions, pension contributions and insurance premiums) shall be discharged by the Contractor for the entire duration of the Contract Period and the Contractor hereby indemnifies CCHA against any and all costs, charges and expenses arising out of or in connection with such amounts.
- 2.7 The Contractor agrees that it shall not without the prior written consent of CCHA:
- 2.7.1 increase the proportion of working time spent on, or number of Staff, providing the Services (or any relevant part) under the Contract save for fulfilling assignments and projects previously scheduled and agreed between CCHA and the Contractor; and



- 2.7.2 replace any individual member of Staff employed, assigned or engaged in providing the Services under the Contract.

3. **CONTRACTOR'S STAFF**

- 3.1 CCHA reserves the right under this Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of CCHA:

- 3.1.1 any member of the Staff; or

- 3.1.2 any person employed or engaged by a sub-contractor, agent or servant of the Contractor

whose admission or continued presence would be, in the opinion of CCHA, undesirable or whose admission has not been notified in accordance with paragraph 3.2 or where the results of a DBS check in the reasonable opinion of CCHA, deem such person inappropriate, or where subsequent to a member of Staff's commencement receives a conviction or previous convictions become known.

- 3.2 At the start of the Contract and as and when directed by CCHA, the Contractor shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of CCHA, specifying the capacities in which they are concerned with the Contract and giving such other particulars as CCHA may reasonably desire.
- 3.3 The Contractor's Staff, engaged within the boundaries of CCHA's premises, shall comply with such policies, rules, regulations and requirements (including those relating to access and security arrangements) as may be in force from time to time for the conduct of personnel when at that premises and when outside those Premises. Such rules and policies are available from CCHA on request.
- 3.4 The Contractor shall procure that, in respect of all potential Staff or persons performing any of the Services (each a "Named Employee") and prior to a Named Employee attending any Client premises to perform any of the Services,



- 3.4.1 each Named Employee is questioned as to whether he or she has any convictions; and
- 3.4.2 the results are obtained of a check of the most extensive available kind made with the Disclosure and Barring Service in accordance with Part V of the Police Act 1997 as updated by the Protection of Freedoms Act 2012 (Disclosure and Barring Service Transfer of Functions) Order 2012, (a "DBS check") in respect of each Named Employee. The DBS check for each Named Employee shall include as appropriate:
 - (a) a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Services may involve contact with children; and/or
 - (b) a search of the list held pursuant to Part VII of the Care Standards Act 2000 where the performance of the Services may involve contact with vulnerable adults (as defined in the Care Standards Act).

The Contractor shall procure that no person who discloses any convictions, or who is found to have any convictions following the results of a DBS check, is employed or engaged by the Contractor or on the Contractor's behalf to carry out the Services where it is reasonable to conclude that such appointment would be inappropriate.

- 3.5 The decision of CCHA as to whether any person is to be refused access to any premises occupied by or on behalf of CCHA and as to whether the Contractor has failed to comply with its obligations shall be final and conclusive.
- 3.6 The Contractor shall bear the cost of any notice, instruction or decision of CCHA under this paragraph 3.



4. PREMISES

4.1 In relation to the Premises the Contractor shall:

4.1.1 ensure that all persons carrying out the Services on the Premises comply with the security and safety policies and regulations from time to time in force on the Premises; and

4.1.2 comply with all instructions of CCHA notified to it in relation to its access to such the Premises (including the removal of any person where required by CCHA).

4.2 Save as CCHA may otherwise direct, the Contractor is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Contract to be carried out and be satisfied in relation to all matters connected with the performance of the Contract.

5. LICENCE TO OCCUPY THE PREMISES

5.1 Any land or Premises (including temporary buildings) made available to the Contractor by CCHA in connection with the Contract, shall unless otherwise stated in the Contract Order, be made available to the Contractor free of charge and shall be used by the Contractor solely for the purpose of performing the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

5.2 The Contractor shall not use the Premises for any purpose or activity other than the provision of the Services unless given prior Approval.

5.3 Should the Contractor require reasonable modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out at the Contractor's expense. Ownership of such modifications shall rest with CCHA. At CCHA's option, CCHA may make modifications to the Premises to return them to their



original specification. Such reinstatements modifications shall be carried out at the Contractor's expense.

- 5.4 The Contractor shall (and shall ensure that its Staff, employees, servants, agents, suppliers or sub-contractors) shall observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by CCHA, and pay for the cost of making good any damage caused by the Contractor, his employees, servants, agents, suppliers or sub-contractors other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 5.5 The Parties agree that there is no intention on the part of CCHA to create a tenancy of whatsoever nature in favour of the Contractor or its employees, servants, agents, suppliers or sub-contractors and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, CCHA retains the right at any time to use in any manner CCHA sees fit any premises owned or occupied by it.

6. MANNER OF CARRYING OUT THE SERVICES

- 6.1 The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with CCHA prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- 6.2 The Contractor shall ensure that all Staff supplying the Services and/or the Installation Works shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Contractor shall ensure that those Staff are properly managed and supervised.
- 6.3 Throughout the Contract Period, the Contractor shall:



- 6.3.1 have at all times all licences, approvals and consents necessary to enable the Contractor and Staff to carry out the Services;
- 6.3.2 provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the Services; and
- 6.3.3 not, in the performance of its obligations under the Contract, in any manner endanger the safety or unlawfully interfere with the safety or convenience of the public.

7. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE

- 7.1 Where a complaint is received about the standard of Services or about the way any Services have been delivered or work has been performed or about the materials or procedures used or about any other matter connected with the performance of this Contract, then the Supervisor shall take all reasonable steps to ascertain whether the complaint is valid. If the Supervisor so decides, he may uphold the complaint, or take further action in accordance with the provisions of condition 17 of this Contract.
- 7.2 In the event that CCHA is of the opinion that there has been a material breach of this Contract by the Contractor, or the Contractor's performance of its duties under the Contract has failed to meet the requirements, (including for the avoidance of doubt where damage is caused to the Premises or property) then CCHA may, without prejudice to its rights under condition 17 of the Contract, do any of the following:
 - 7.2.1 make such deduction from the payment to be made to the Contractor as CCHA shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Contractor shall have failed to provide;
 - 7.2.2 without terminating the Contract, itself provide or procure the provision of part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of CCHA that the Contractor will once more be able to perform such part of the Services in accordance with the Contract;
 - 7.2.3 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in



the Contract Price shall be made) and thereafter itself provide or procure a third party to provide such part of the Services; and/or

7.2.4 terminate, in accordance with condition 17, the whole of the Contract.

7.3 CCHA may charge to the Contractor any cost reasonably incurred by CCHA and any reasonable administration costs in respect of the provision of any part of the Services by CCHA or by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.

7.4 If the Contractor fails to perform any of the Services to the reasonable satisfaction of CCHA and such failure is capable of remedy, then CCHA shall instruct the Contractor to perform the work and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 14 days or such other period of time as CCHA may direct.

7.5 In the event that:

2. the Contractor fails to comply with paragraph 7.4. above; or
3. the Contractor persistently fails to comply with paragraph 7.4 above, and such failures, taken as a whole, are materially adverse to the commercial interests of CCHA;

CCHA reserves the right to terminate the Contract by notice in writing with immediate effect.

7.6 The remedies of CCHA under this Condition may be exercised successively in respect of any one or more failures by the Contractor.

8. **SUB-CONTRACTORS**

8.1 The Contractor shall remain liable for the performance of all its obligations under this Contract notwithstanding its appointment of any authorised sub-contractor or agent to perform any of them. Any act or omission of any sub-contractor or agent of the Contractor, or of any employee of the Contractor or of any such sub-contractor or employee, shall be deemed to be the act or omission of the Contractor which shall be responsible therefor accordingly and shall indemnify CCHA against any loss or



damage suffered by CCHA arising from any act or omission of such sub-contractors, agents or employees.

- 8.2 CCHA shall be entitled upon giving 24 hours' notice, save in emergencies where its entitlement will have immediate effect, to veto the use by the contractor of any sub-contractor that CCHA does not consider suitable to carry out the obligations in this Contract. The Contractor shall ensure that such contractor or sub-contractor shall immediately cease any activities and vacate the Work Site and Authorised Access Routes. For the avoidance of doubt, the prior approval of such sub-contractor by CCHA shall not prejudice the rights of CCHA under this paragraph 8.2.

9. **KEY PERSONNEL**

- 9.1 Key Personnel shall not be released from providing the Services without the Approval of CCHA, except by reason of long-term sickness, termination of employment and other extenuating circumstances.
- 9.2 Any replacements to the Key Personnel shall be subject to the Approval of CCHA. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 9.3 CCHA shall not unreasonably withhold its Approval under paragraphs 9.1 or 9.2. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on this Contract which could be caused by a change in Key Personnel.