

SPECIAL TERMS

1. Definitions

- 1.1 For the purposes of these Special Terms, the following words shall have the following meanings:
- 1.1.1 “DBS” means the Disclosure and Barring Service;
 - 1.1.2 “Regulated Activity” in relation to children, has the meaning given in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, has the meaning in Part 2 of Schedule 4 of the Safeguarding Vulnerable Groups Act 2006;
 - 1.1.3 “Regulated Activity Provider” has the meaning given to it in section 6 of the Safeguarding Vulnerable Groups Act 2006;
 - 1.1.4 “Relevant Staff” means any and all Staff who are (or are to be) engaged by the Contractor to provide a Regulated Activity;
 - 1.1.5 “Serious Incident” means an event where the actions of the Contractor, the Staff or the Customer are likely to be of significant public concern or where the consequences to service users, families and carers, staff, volunteers or organisations are so significant, or the potential for learning is so great, that they warrant using additional resources to mount a comprehensive response, including incidents that extend beyond those which affect service users directly and include incidents which may indirectly impact service user safety or an organisation’s ability to deliver services; and
 - 1.1.6 “Victim” means any victim of crime as defined in the Code of Practice for Victims of Crime (October 2015).

2. Safeguarding of Children and Vulnerable Adults

- 2.1 The Contractor acknowledges and agrees that it is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under the Contract.
- 2.2 The Contractor warrants and represents to the Customer that it has undertaken all appropriate disclosure checks through the DBS and has no reason to believe that any Relevant Staff are barred from providing the Regulated Activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006.
- 2.3 The Contractor shall:
- 2.3.1 ensure that all Relevant Staff are subject to a valid enhanced disclosure check for the Regulated Activity undertaken through the DBS prior to commencing any Regulated Activity;
 - 2.3.2 monitor the level and validity of the checks undertaken pursuant to Special Term 2.3.1 for all Relevant Staff;
 - 2.3.3 immediately refer to the DBS information about any person carrying out the Services in respect of whom it declines or withdraws permission to be involved in or to carry out the Services (or would have, if such person had not otherwise ceased to be involved in or carry out the Services) because, in its opinion, that person has harmed or poses a risk of harm to Victims, service users, children or vulnerable adults;
 - 2.3.4 not employ or use the services of any person (or any third party who employs or uses 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 Victims or service users;
 - 2.3.5 have (and ensure that any third party supplier for the Services has) a procedure approved by the Customer for dealing with allegations or suspicions of abuse;
 - 2.3.6 ensure that all Staff are trained at induction (and receive regular (at least annual) refresher training) in the proactive prevention of abuse of children and adults, in the identification of relevant incidents and in following the reporting procedures;
 - 2.3.7 have in place (and ensure that any third party supplier for the Services has in place) a workforce development plan that includes appropriate competencies for all Staff in relation to safeguarding adults and children work;

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- 2.3.8 adhere (and ensure that any third party supplier for the Services adheres) to rigorous recruitment practices to deter those who actively seek vulnerable people to exploit or abuse;
 - 2.3.9 have robust systems in place so that all Staff are familiar with and follow its Safeguarding Vulnerable Groups policies and procedures;
 - 2.3.10 notify the Customer immediately of all instances of suspected abuse pertaining to the Services;
 - 2.3.11 maintain (and ensure that any third party supplier for the Services maintains) a proactive approach to prevent abuse;
 - 2.3.12 address (and ensure that any third party supplier for the Services addresses) issues around bullying and have (and ensure that any third party supplier for the Services has) in place an anti-bullying policy which is linked to its safeguarding procedures as appropriate;
 - 2.3.13 ensure that all Staff and service users are made aware of the anti-bullying policy and that relevant training on that policy is given to all Staff and service users.
- 2.4 The Contractor shall immediately provide to the Customer any relevant information reasonably requested by the Customer to enable the Customer to be satisfied that the obligations of this Special Term 2 have been met.
- 2.5 The Parties agree that a breach of this Special Term 2, or a failure by the Contractor to implement or follow its Safeguarding Vulnerable Groups policies and procedures, shall constitute a material breach of the Contract entitling the Customer to terminate the Contract pursuant to Clause 8 of the Standard Terms and Conditions.
- 3. Serious Incidents**
- 3.1 The Contractor shall notify the Customer (by telephone followed up by email) of the occurrence of any Serious Incidents immediately on becoming aware of the Serious Incident.
- 3.2 The Contractor shall also notify Serious Incidents to any Regulatory Body as applicable in accordance with applicable Law.
- 3.3 If the Contractor gives a notification to a Regulatory Body in accordance with Special Term 3.2 which directly or indirectly concerns any (actual or potential) service user of the Services, the Contractor must send a copy of it to the Customer within 5 Working Days.
- 3.4 The Parties shall comply with the arrangements (for reporting, investigating, implementing and sharing the lessons learned from Serious Incidents) that are agreed between the Contractor and the Customer in mobilisation.
- 3.5 Subject to applicable Law, the Customer shall have complete discretion to use any information provided by the Contractor in accordance with this Special Term 3.
- 4. General**
- 4.1 In the event of, and only to the extent of, any conflict or inconsistency between the Standard Terms and Conditions and these Special Terms, these Special Terms shall take priority.