

Supplier Personnel

1.1 Supplier Personnel

- (a) The Supplier shall:
- (i) provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;
 - (ii) ensure that all Supplier Personnel:
 - (A) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
 - (B) are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards; and
 - (C) comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements set out in Call Off Schedule 7 (Security);
 - (iii) subject to Call Off Schedule 10 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;
 - (iv) be liable at all times for all acts or omissions of Supplier Personnel, so that any
 - (v) act or omission of any Supplier Personnel which results in a Default under this Call Off Contract shall be a Default by the Supplier;
 - (vi) if and when directed by the Customer, procure that any person employed or engaged by the Supplier or by a Sub Contractor, who is specified in the direction or is one of a class of persons who may be so specified, shall sign a statement that he understands that the Official Secrets Acts 1911 to 1989 shall apply to him both during the term of and after the expiry or termination of this Call Off Contract;
 - (vii) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
 - (viii) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
 - (ix) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
 - (x) procure that the Supplier Personnel shall vacate the Customer Premises immediately upon the Call Off Expiry Date.

- (b) If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Call Off Contract, it may:
 - (i) refuse admission to the relevant person(s) to the Customer Premises; and/or
 - (ii) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - (iii) require the Supplier to replace the relevant person(s) without direct or indirect charge to the Customer and the Supplier shall fully indemnify and hold the Customer harmless against any claims of any kind that may arise with regard to the replacement of such Supplier Personnel.
- (c) The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

1.2 Duty of Care

- (a) The Supplier owes a duty of care to the Supplier Personnel and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property and this includes where the Supplier Personnel carry out the Services.
- (b) The Supplier warrants that it has and will throughout the Call Off Contract Period:
 - (i) carry out the appropriate risk assessment with regard to its delivery of the Services;
 - (ii) provide the Supplier Personnel with adequate information, instruction, training and supervision; and
 - (iii) have appropriate emergency procedures in place to enable their provision of the Services so as to prevent damage to the Supplier Personnel's health, safety, security of life and property and general wellbeing.
- (c) The provision of information of any kind whatsoever by the Customer to the Supplier shall not in any respect relieve the Supplier from responsibility for its obligations under this Clause 23. The positive evaluation of the Supplier's proposal for the provision of the Services and the award of this Call Off Contract is not an endorsement by the Customer of any arrangements which the Supplier has made for the health, safety, security of life and property and wellbeing of the Supplier Personnel in relation to the provision of the Services.

1.3 Save to the extent such responsibility cannot be excluded at law, the Supplier acknowledges that the Customer accepts no responsibility for the health, safety, security of life and property and general wellbeing of the Supplier Personnel with regard to the Supplier Personnel carrying out the Services.

1.4 The Supplier shall indemnify and keep indemnified the Customer in respect of:

- (a) any loss, damage or claim, howsoever arising out of, or relating to any negligent act or omission by the Supplier, or the Supplier Personnel in connection with the performance of this Call Off Contract; or

- (b) any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with the performance of this Call Off Contract.

1.5 The Supplier will ensure that such insurance arrangements as are made to cover the Supplier Personnel, or any person employed or otherwise engaged by the Supplier, and pursuant to the Supplier's duty of care as referred to in this Clause 23, are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

1.6 The Supplier shall provide training on a continuing basis for all Supplier Personnel, in compliance with the Security Policy.

1.7 Relevant Convictions

- (a) The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.

- (b) Notwithstanding Clause 23.7(a), for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

- (i) carry out a check with the records held by the Department for Education (DfE);
- (ii) conduct thorough questioning regarding any Relevant Convictions; and
- (iii) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

1.8 Misconduct

- (a) The Supplier shall take all appropriate measures to prevent actual, attempted or threatened Sexual Exploitation, Sexual Abuse or Sexual Harassment (whether or not such conduct would amount to a criminal offence in (or punishable in) the United Kingdom or an offence under the laws of the territory in which it takes place) (together, "**Misconduct**"), whether by the Supplier Personnel or any other employees or persons engaged and controlled by it to perform any activities under this Call Off Contract (together, "**Relevant Individuals**"), and shall adopt robust procedures for the reporting of such Misconduct.

- (b) Without prejudice to the generality of Clause 1.8(a), but subject to Clause 1.8(c), the Supplier shall:

- (i) take all appropriate measures to ensure that the Relevant Individuals do not engage in sexual activity with children (all persons under the age of 18),

regardless of the age of majority or age of consent under the laws of the territory in which it takes place, and regardless of any mistaken belief (by a Relevant Individual) as to the age of a child;

- (ii) report any Misconduct by the Relevant Individuals to the relevant authorities (including local law enforcement and the Customer (the “**Relevant Authorities**”)), and shall take all appropriate measures (including through the provision by the Supplier of supportive, confidential and accountable reporting mechanisms) to ensure that the Relevant Authorities are able to onwards report such Misconduct; and
 - (iii) take all necessary measures to investigate allegations or suspicions of Misconduct by the Relevant Individuals and take all appropriate corrective action (including disciplinary action) against the Relevant Individuals, following which the Supplier shall as soon as reasonably practicable report details of such corrective action taken to the Relevant Authorities.
- (c) Where the Supplier (acting reasonably) considers in a particular case that it is unable fully to comply with one or more of the obligations in Clause 1.8(b) as a result of the operation of legally binding provisions relating to the protection of personal data, human rights or employment rights (or equivalent provisions in the relevant territory), the Supplier shall notify the Customer without undue delay (providing all such information as the Customer may reasonably request) and the Parties shall meet and commence good faith negotiations to amend Clause 1.8(b) (with effect only in relation to that particular case) so that, as amended, the Supplier is able to comply with it in a manner that achieves the Parties' original intention.

In the event of a failure by the Supplier to comply with Clauses 1.8(a) to 1.8(c), the Customer reserves the right to terminate this Call Off Contract for material Default in accordance with the provisions of Clause **Error! Reference source not found.**