



PS8

Special Terms for the Purchase of Services

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PS8 SPECIAL TERMS FOR THE PURCHASE OF SERVICES

These Special Terms are to be read in conjunction with the General Terms and the Service Order and govern the provision of services by a Contractor to Authority.

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 Authority'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 Authority giving details of the circumstances, reasons and likely duration. Nothing in this clause 1.1.2 shall in any way alter, modify, relieve, or in any other way vary the Contractor's obligation to provide the Services.

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.

3. STAFF

3.1 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:

3.1.1 the task or tasks that that person has to perform;

3.1.2 any relevant provisions of the Contract;

3.1.3 the Health and Safety Requirements;

3.1.4 the need to maintain the highest standards of appearance, courtesy and consideration in relation to contact with members of the public; and

3.1.5 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 the Authority and summon the appropriate emergency medical service if required.

3.2 The Contractor must ensure that its Staff carry out their duties and, whilst providing the Services, behave:

3.2.1 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

3.2.2 in such a way as to cause no unreasonable or unnecessary disruption to the work of any of the Authority'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.

- 3.3 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.
- 3.4 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.
- 3.5 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 the Authority.
- 3.6 The Contractor undertakes that all amounts payable to or in relation to its Staff engaged in the performance of the Agreement (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 the Authority against any and all costs, charges and expenses arising out of or in connection with such amounts.
- 3.7 The Contractor agrees that it shall not without the prior written consent of the Authority:
- 3.7.1 increase the proportion of working time spent on, or number of Staff, providing the Services (or any relevant part) under the Agreement save for fulfilling assignments and projects previously scheduled and agreed between the Authority and the Contractor; and
- 3.7.2 replace any individual member of Staff employed, assigned or engaged in providing the Services under the Agreement.
- 3.8 The Contractor must obtain prior authorisation from the Authority in advance of the commencement of any Services for areas, if any, suitable for the parking of vehicles, storage and deliveries.
4. **Key Personnel**
- 4.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority.
- 4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- 4.3 Any replacements to the Key Personnel shall be subject to the agreement of the Authority. 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.
- 4.4 The Authority shall not unreasonably withhold its agreement under clauses 4.2 or
- 4.5 Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

4.6 The Authority may, by written notice to the Contractor, ask the Contractor to remove any Key Personnel whose continued presence would, in the reasonable opinion of the Authority, be undesirable. The Contractor shall comply with any such request immediately.

5. **PREMISES**

5.1 In relation to the Authority Premises the Contractor shall:

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

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

6. **MANNER OF CARRYING OUT THE SERVICES AND INSTALLATION WORK**

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 and/or Installation Works has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services and/or Installation Works with the Authority prior to the supply of the Services and/or Installation Works 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 and/or Installation Works. The Contractor shall ensure that those Staff are properly managed and supervised.

6.3 When the Contractor reasonably believes it has completed the Installation Works it shall notify the Authority in writing. Following receipt of such notice, the Authority shall inspect the Installation Works and shall, by giving written notice to the Contractor:

6.3.1 accept the Installation Works, or

6.3.2 reject the Installation Works and provide reasons to the Contractor if, in the Authority's reasonable opinion, the Installation Works do not meet the requirements set out in the Specification.

6.4 If the Authority rejects the Installation Works in accordance with clause 6.3, the Contractor shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the Installation Works do not within two (2) Working Days or such other period agreed by the Parties, meet the requirements set out in the Specification, the Authority may terminate the Contract with immediate effect by notice in writing.

6.5 The Installation Works shall be deemed to be completed when the Contractor receives a notice issued by the Authority in accordance with clause 6.3.1. Notwithstanding acceptance of any Installation Works in accordance with that clause, the Contractor shall remain solely responsible for ensuring that the G&S and the Installation Works conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the Installation Works.

- 6.6 Throughout the Contract Period, the Contractor shall:
- 6.6.1 have at all times all licences, approvals and consents necessary to enable the Contractor and Staff to carry out the Installation Works;
 - 6.6.2 provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the Installation Works; and
 - 6.6.3 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.