

SECTION [2]

FRAMEWORK PARTICULARS

2.0 FRAMEWORK PARTICULARS

The form of contract will be the JCT Framework Agreement 2016. Allow for the obligations, liabilities and services described therein.

2.2 FRAMEWORK PARTICULARS

Clause 3.1. Tasks

This Framework Agreement will apply to individual contracts for pitched roof replacement & refurbishment works.

Clause 4.1 – not applicable, no minimum amount or value of tasks is guaranteed

Clauses 4.4 – Enquiry response time as set out in each invitation to tender the document entitled ‘Selection (call-off) Procedure’

Clause 4.5 - Pricing Documents

Clause 4.7.2 – Underlying Contracts:
JCT Intermediate Form of Building Contract 2016 [with and without Design], incorporating the Employer’s Schedule of Amendments.

Clause 8.1
Framework Start Date:

Clause 21 – Applies/does not apply

Clause 22.1

Framework End Date:

Clause 25
Adjudication: The Adjudicator is to be chosen by the President or the Vice President of the Royal Institution of Chartered Surveyors.

Nominator or Adjudicator – where the named Adjudicator is unwilling or unable to act (whenever that is established) is to be the President or the Vice President of the Royal Institution of Chartered Surveyors.

Clause 26
Arbitration: Arbitration does not apply.

SCHEDULE OF AMENDMENTS TO JCT FRAMEWORK AGREEMENT 2011

Delete the definition of ‘Order’ and replace with:

‘a contract in the form of an Underlying Contract’.

Delete clauses 4.2 to 4.7 inclusive and replace with the following:

- 4.2 In this clause 4 and where used elsewhere in the Framework Agreement the following terms shall have the following meanings:
- 4.2.1 'Call-off Procedure' is the procedure for selecting a Framework Provider to deliver each particular Task required by the Employer such procedure being attached as section [x] of the Framework Agreement;
 - 4.2.2 'Framework Arrangements' are the arrangements under which Framework Providers are contracted to provide Tasks under framework agreements the same as the Framework Agreement;
 - 4.2.3 'Framework Provider' means a provider (including the Provider) that is a party to a framework agreement with the Employer for pitched roof replacement & refurbishment works and that framework agreement is on the same terms and of the same date as this Framework Agreement and is let pursuant to the Invitation to Tender;
 - 4.2.4 'Initial Works' means the works described in [paragraph A12/110 of the Works Preliminaries bill *or if wrong insert details of document where initial works can be found*];
 - 4.2.5 'Invitation to Tender' is the Employer's invitation to tender for a place on the Framework Arrangements dated [date]; and
 - 4.2.6 'Mini-competition' means a tender process under the Framework Arrangements as described in the Call-off Procedure pursuant to which Framework Providers compete to be awarded an Order to deliver the competed Task.
- 4.3 The Employer shall select a Framework Provider to deliver each Task under the Framework Arrangements in accordance with the methodology set out in the Call-off Procedure.
- 4.4 Where the Employer has selected the Provider to deliver a Task it shall issue an Order to the Provider incorporating, in respect of the Initial Works where relevant, the Provider's prices submitted pursuant to the Invitation to Tender and in respect of any Task let pursuant to a Mini-competition, the Provider's prices tendered pursuant to the relevant Mini-competition and the Provider shall execute the Order and return it to the Employer forthwith following which, when it has been notified by the Employer that the Order has been executed by the Employer, it shall carry-out and complete the Tasks in the Order in accordance with the Framework Agreement, the Order and the Underlying Contract. If within 2 weeks of its issue to the Provider the Order is not returned to the Employer duly executed the Employer may place the Order with the Framework Provider that was ranked next after the Provider in the relevant Selection Procedure.

Add the following additional clauses:

Section 29: Safety and Security

- 29.1 The Provider shall throughout the progress of the Instructions:-
- 29.1.1 take full responsibility for the safety of all persons upon the site of the works included within reach Individual Instruction for treatment or removal works; and
 - 29.1.2 keep the works included within the Instruction for treatment or removal works (so far as the same are not occupied by the Employer and except in so far as the Employer has a responsibility under Clause 29.2) in an orderly state in instruction to avoid danger to such persons; and
 - 29.1.3 in connection with the each Individual Instruction for treatment or removal works provide and maintain at his own cost all lights, guards, fencing and warning signs when and where necessary or as required by the Employer or by any competent statutory or other authority for the protection of the works covered by each Instruction or for the safety or convenience of the public or others.
- 29.2 Without prejudice to its other obligations under the terms of this Framework Agreement, the Provider shall comply with and shall procure that his employees, agents and sub-contractors and others on the site of the works included by each Individual Instruction shall comply with all their respective duties and obligations under all legislation and other requirements having the force of law relating to the health, safety and conduct of construction operations including but without limitation all their respective duties and obligations under and pursuant to the Pollution Act 1964, Health & Safety at Work etc Act 1974 and all appropriate Health and Safety and Environmental Regulations.

- 29.3 The Provider shall indemnify the Employer in respect of any liability, loss, claim or proceedings of whatsoever nature arising out of or in connection with any breach of duties and obligations referred to in clause 29.2.
- 29.4 The Provider shall ensure that the works included on each individual Instruction shall be kept secure at all times.
- 29.5 Except with the written permission of the Employer, to be given when necessary for the execution of the Instructions and subject to such terms as may be imposed, the employees of the Provider shall not be permitted to enter any building or lands of the Employer or any part of the site of the covered by each Individual Instruction under the control of other contractors or of the Employer or any other person and the Provider shall warn his employees that any person found within those premises without authority is liable to be removed from the site. The Provider shall ensure that his employees, agents, sub-contractors and others on site are confined to that portion of that site necessary to enable them to carry out the works covered by the individual Instructions.
- 29.6 The Provider shall:
- 29.6.1 take all responsible precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of other premises upon or in the locality of the site covered by each of the Individual Instructions and to the public generally, including measures to reduce the nuisance from noise, dust, smell, fumes and vibration during the carrying out of the works included on each of the individual Instructions.

- 29.6.2 ensure that the access to the site of the works covered by each of the individual Instructions is unobstructed at all times and that there is no interference with or obstruction of any vehicles using the site of the Works in order to gain access to other premises; and
- 29.6.3 at all times cooperate with and not interfere with or obstruct any other contractor engaged by the Employer to perform other works on or in the vicinity of the site of the covered by each of the individual Instructions”.
- 29.6.4 Cooperate with SCC or such agents of SCC in managing the tasks in a manner appropriate where there are tenants and users with particular access/health issues

Section 30: Equality

- 30.1 The Provider shall comply with, co-operate with and assist the Employer in the discharge of the Employer’s obligations under the Equality Act 2010.
- 30.2 Without prejudice to the generality of the clause 30.1, the Provider shall not treat one individual or group of people less favourably than others because of age, disability, gender reassignment, marriage and civil partnership, race religion and belief, pregnancy and maternity, sex and sexual orientation, and the Provider shall furthermore seek to promote equality among its Personnel and generally.
- 30.3 Not used
- 30.4.4.1 The Provider shall set out its equal opportunities policy:

- 30.4.1.1 In instructions to those concerned with recruitment, training and promotion;
 - 30.4.1.2 In documents available to its personnel, recognised trade unions or other representative groups of its personnel; and
 - 30.4.1.3 In advertisements and other literature.
- 30.4.2 The Provider shall, on request, provide the Employer with examples of such instructions, documents, advertisements and other literature.
- 30.5 In the event of any finding of unlawful discrimination being made against the Provider by any court or tribunal, or of an adverse finding in any formal investigation, the Provider shall take appropriate steps to prevent repetition of the unlawful discrimination and shall, on request, provide the Employer with details of any steps taken.
- 30.6 The Provider shall take all reasonable steps to ensure that personnel engaged in the performance of the Instruction do not act towards either Employer or staff or members of the public in a manner that could amount to harassment on any of the grounds mentioned in clause 30.2.

Section 31: Scrutiny, Confidentiality and Compliance

31.1 Scrutiny Committee

- 31.1.1 From time to time, the Employer may require the Provider to provide reports to, or be involved in discussions with elected members of the Employer, in particular the Scrutiny Committee. The Provider must:

- 32.1.1.1 co-operate with enquiries made by Scrutiny Committee, Ombudsman or other legally empowered enquiry agents;
- 32.1.1.2 comply at the Provider's own cost, with the Employer's reasonable requirements in this regard.

31.2 Confidentiality and Freedom of Information

31.2.1 For the purpose of this Clause 31.2:

- 31.2.1.1 "Codes of Practice" means the Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records issued pursuant to Sections 45 and 46 of the FOIA and any similar or subsequent codes or guidance issued in relation to the Employer's FOIA obligations, as amended, updated and replaced from time to time".
- 31.2.1.2 "Confidential Information" means subject to clause 31.2.8 information, data and material of any nature, and held in any form or medium, which either party may receive or obtain in the performance of or in connection with this Agreement and includes the Provider's Tender and Tender Documentation".
- 31.2.1.3 "Discloser" means any party who discloses Confidential Information to the other party.

- 31.2.1.4 “DPA” means the Data Protection Act 2018, as amended from time to time.
- 31.2.1.5 “EIR” means the Environmental Information Regulations 2004 and any subsequent regulations issued from time to time.
- 31.2.1.6 “FOIA” means the Freedom of Information Act 2000, as amended from time to time.
- 31.2.1.7 “Personal Data” has the same meaning as prescribed under the DPA.
- 31.2.1.8 “Recipient” means any party that obtains or receives Confidential Information from the Discloser.

31.2.2

Subject to the remainder of Clause 31.2, the parties undertake to keep strictly confidential and shall not disclose any such Confidential Information to any third party without the prior written consent of the other party, provided that:

- 31.2.2.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of this Agreement;
- 31.2.2.2 this Clause 31.2.2 shall not apply to any Confidential Information which:
 - a. is in or enters the public domain other than by breach of this Agreement or any other act or omission by the Recipient;

- b. is obtained by a third party who is lawfully authorised to disclose it;
- c. is authorised for release by the prior written consent of the Discloser;
- d. the disclosure of which is required to ensure the Employer's compliance with the FOIA and/or Code of Practice; or
- e. where disclosure of Confidential Information is required pursuant to judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law.

31.2.3 The Provider acknowledges that the Employer is subject to obligations under the DPA, FOIA and EIR and, to the extent that they apply to the Provider's performance of its obligations under this Agreement, the Provider shall act in accordance with the DPA, FOIA, the EIR and any other similar codes of practice or guidance notified to the Provider from time to time.

31.2.4 In addition to Clause 32.2.3 above, the Provider will take appropriate security measures to protect against unauthorised or unlawful processing or accidental loss or destruction of personal Data, and shall comply with any instructions issued by the Employer to the Provider as to any appropriate standard for the management of Personal Data and information security management.

31.2.5 The Provider agrees:

31.2.5.1 and consents to the Employer providing or disclosing Confidential

Information where such disclosure is necessary in instruction for the Employer to discharge its obligations under the FOIA;

31.2.5.2 and consents to the Employer publishing information provided by the Employer by the Provider in the Employer's Publication Scheme as required by the FOIA;

31.2.5.3 that the decision on whether or not any exemption applies to a request for disclosure made under the FOIA is a decision solely for the Employer;

31.2.5.4 where the Employer is managing a request for disclosure of information pursuant to the FOIA, the Provider will co-operate with the Employer and will respond to any request by the Employer for assistance with five (5) Working Days;

31.2.5.5 that where the Provider wishes to engage a sub-contractor pursuant to the terms of this Agreement, the Provider shall procure from such sub-contractor an undertaking to comply with the obligations of this Clause 31 in a form approved by the Employer;

31.2.5.6 the Employer will consult with the Provider prior to disclosing any of the Provider's Confidential Information pursuant to a request for such information under the FOIA.

31.2.6 The provisions of this Clause 12 shall survive and remain in full force upon and following the termination of this Agreement.

- 31.2.7 The Provider shall indemnify and keep indemnified the Employer against all actions, claims, demands, proceedings, damages, losses, charges and expenses whatsoever in respect of any breach by the Provider of this Clause 31.
- 31.2.8 Notwithstanding any other provision of this Agreement the parties acknowledge and agree that except for any information which is exempt from disclosure in accordance with the provisions of the FOIA the content of this Agreement is not Confidential Information.
- 31.2.9 The Provider acknowledges that the Employer may be subject to governmental codes of practice or guidance relating to a transparency agenda, including the policy of publishing contracts and all other documents relating to public procurement activity, such as for example the 27 February 2015 document “Local Government Transparency Code 2015”.. Accordingly and notwithstanding any other provision of this Agreement, the Provider hereby gives its consent for the Employer to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to this Agreement. In relation thereto the Employer may consult with the Provider to inform its decision regarding any exemptions but the Employer shall have the final decision in its absolute discretion. The Provider shall assist and cooperate with the Employer to enable the Employer to publish this Agreement or any other documents relating to the public procurement activity from which this Agreement resulted in accordance with the aforementioned governmental transparency agenda.

31.3 Council Data

- 31.3.1 For the purposes of this Clause 31.3:

- 31.3.1.1 “DPA” means the Data Protection Act 2008, as amended from time to time.
- 31.3.1.2 “Personal Data” has the same meaning as prescribed under the DPA.
- 31.3.2 The Provider acknowledges the Employer’s ownership of and right to reserve all intellectual property rights which may subsist in the Employer’s data. The Provider shall not delete or remove any copyright notices contained within or relating to the Employer’s data.
- 31.3.3 The Provider and the Employer shall each take reasonable precautions to preserve the integrity of the Employer’s data and to prevent any corruption or loss the Employer’s data.
- 31.3.4 The sole purpose for which the Provider is entitled to use Personal Data in respect of which the Employer is the data controller is in the performance of the Instructions. Save as required by law, the Provider shall not disclose any such Personal Data unless otherwise agreed by the Employer.
- 31.3.5 The Provider shall not take or send a copy of any relevant database off the Employer’s premises without the express permission of the Employer.
- 31.3.6 The transfer of data from the Employer to the Provider shall, for the purposes of compliance with the DPA, be on the basis of a transfer from a data controller to a data processor. The relationship of the parties is understood to be that of a data controller (the Employer) to a data processor (the Provider).
- 31.3.7 No Personal Data supplied to the Provider by the Employer shall be transferred outside the European Economic Area.
- 31.3.8 At the termination of this Provider (however arising) the Provider shall immediately at the election of the Employer either return to the Council or destroy all copies of any data that has been supplied to it by the Employer (including backup copies) regardless of the medium on which that data is held. Such destruction shall be undertaken in accordance

with the provisions of the DPA regarding the destruction of Personal Data.

31.3.9 The Provider specifically undertakes to comply with the Seventh Data Protection Principle under the DPA and to put in place appropriate technical and organisational measures to safeguard the security of the Employer-controlled Personal Data processed by the Provider. The Provider confirms that appropriate technical and organisational measures are in place and that it will provide evidence of such upon reasonable request from the Employer. In particular, the Provider confirms that:

31.3.9.1 it has a data protection infrastructure in place;

31.3.9.2 an individual has been appointed to take control of data protection responsibilities;

31.3.9.3 a data protection policy is in place;

31.3.9.4 all Provider's staff with access to the data receive an adequate level of training in data protection;

31.3.9.5 organisational measures are in place to restrict the access of staff with authority to the data;

31.3.9.6 technical measures are in place to restrict access to the systems holding personal data;

31.3.9.7 technical measures are in place to secure the data in transit;

31.3.9.8 the premises on which the data is held are secure;

31.3.9.9 access to premises is restricted;

31.3.9.10 the data cannot be recovered from any obsolete hardware and software;

31.3.10 The Provider shall assist the Employer to:

- 31.3.10.1 comply with requests for subject access from the data subject;
 - 31.3.10.2 respond to Information Notices served upon the Employer by the Information Commissioner;
 - 31.3.10.3 respond to complaints from data subjects;
 - 31.3.10.4 investigate any breach or alleged breach of the DPA;
- 31.3.11 In the event that the Provider shall engage any subcontractor to carry out any part of the works included within an Instruction, the Provider shall oblige such subcontractor to comply fully with the DPA and, in particular, with the terms of this Agreement insofar as they relate to the purpose for which the data is processed and the security of Personal Data.

31.4 Compliance with Policies and the Law

- 31.4.1 The Provider will use all reasonable endeavours to comply with the environmental policies approved by the Employer from time to time and in particular:
- 31.4.1.1 notes that it is the Employer's policy, wherever possible, to use lead-free petrol and CFC-free aerosols and shall, wherever possible, comply with such policy;
 - 31.4.1.2 shall exercise control to minimise noise pollution; and.
 - 31.4.1.3 shall take all reasonable steps to prevent nuisance to members of the public from the performance of the Works.
- 31.4.2 The Provider undertakes to procure that all its personnel and those of its subcontractors comply with all of the Employer's policies and standards that are relevant to the performance

of the Instructions, including those relating to safety, security, business ethics, work place harassment, drugs and alcohol and any other on-site regulations specified by the Employer for personnel working at the Site or accessing the Employer's computer systems. The Employer shall provide the Provider with copies of such policies on request.

- 31.4.3 The Provider shall carry out the Instructions in compliance with all the requirements of any Act of Parliament, statutory instrument or order or any other evaluation having the force of law or bye-law and all regulatory requirements relevant to the Provider's business and/or the Employer's business from time to time in force, which are or may become applicable to the Instructions. In all cases, the costs of compliance shall be borne by the Provider and the Provider shall indemnify the Employer against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Employer may incur arising out of any breach by the Provider of the provisions of this clause 31.4.3.

31.5 Audit and Enquiries

- 31.5.1 The Provider shall keep and maintain until six years after this contract ceases to be in force accurate records of all work carried out and all information required to be kept (whether by law or by the Employer) relating to its performance of the Instructions, of all expenditure reimbursable by the Employer and of the hours worked and costs incurred in connection with any personnel of the Provider paid for by the Employer on a time charge basis. The Provider shall on request afford to the Employer or the Employer's representatives such access to those records as may be required in connection with this Agreement.

- 31.5.2 The Employer, the Employer's auditors and the Audit Commission or persons authorised on their behalf shall be allowed access, for the purposes of examining or interviewing as the case may be, to the following:

31.5.2.1 all work places of the Provider to inspect work being done in the performance of the Instructions;

31.5.2.2 all documents, records, data and information in the Provider's possession, custody or control that relates to the Instructions;

31.5.2.3 any of the Provider's personnel for the purposes of interviewing them about the performance of the Instructions;

31.5.2.4 all technology, resources, systems and procedures used by the Provider in connection with the performance of the Instructions;

and may require the Provider to produce such written or oral explanations as they consider necessary.

31.5.3 From time to time, the Employer may require the Provider to provide reports to, or be involved in discussions with the Employer's elected Council members. The Provider shall co-operate with enquiries by the Employer's Scrutiny Committees, the Ombudsman or other legally empowered enquiry agents;

31.5.4 If provision of information in accordance with Clauses 31.5.1 to 31.5.3 above is in breach of London Stock Exchange listing rules or would substantially affect the Provider's parent company's share price, the Provider reserves the right to refuse to disclose such information where appropriate arrangements in respect of confidentiality cannot be agreed.

31.6 Legal Proceedings

31.6.1 If requested to do so by the Employer, the Provider shall provide the Employer with any relevant information required in connection with any legal inquiry, arbitration or court proceedings in which the Employer may become involved or any relevant disciplinary hearing internal to the Employer and shall give evidence in any enquiries or proceedings or hearings arising out of or connection to the performance of the Works.

31.6.2 The Provider shall, upon becoming aware of anything in connection with the Instructions that is likely to give rise to legal inquiry or litigation, forthwith notify the Employer, giving such details as are available.

31.7 Corrupt Gifts and Payments

- 31.7.1 The Provider shall not offer to give, or agree to give, to any employee or representative of the Employer any gift or consideration of any kind whatsoever as an inducement or reward for doing, or refraining from doing, or having done or refrained from doing any act in relation to the obtaining or execution of this Agreement or any other agreement with the Employer or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Employer.
- 31.7.2 In relation to this Agreement and to any other agreement with the Employer, the Provider warrants that it has not committed any offence under the Bribery Act 2010 or section 117(2) and (3) of the Local Government Act 1972 and that the Provider has not given any fee or reward to any member or officer of the Employer, which shall have been exacted or accepted by such member or officer by virtue of office or employment and is otherwise than such member's or officer's proper remuneration.
- 31.7.3 The Provider warrants that it has not entered into this Agreement or any other agreement with the Employer (nor will enter into any future agreement with the Employer) on the basis that commission is or has been payable, paid by the Provider or on their behalf, or with your knowledge, unless, before the agreement is made, particulars of any such commission and the terms and conditions of any agreement for its payment have been disclosed in writing to the Employer.
- 31.7.4 The Provider warrants that no person employed by the Provider or otherwise acting on the Provider's behalf (whether with or without the knowledge of the Provider) has acted or will act in such a way as to contravene clause 31.7.1 or to breach the warranties in clauses 31.7.3
- 31.7.5 A breach by the Provider of any of its obligations or warranties in this clause 31.7 shall entitle the Employer to cancel the Agreement and to recover any loss resulting from such cancellation without regard to any limitation of liability of the Provider otherwise applying under this Agreement.

31.8 Fraud

31.8.1 The Employer shall be entitled to use all information provided by the Provider or to which it has access to as a result of this Agreement for the purposes of preventing and detecting fraud and the Provider shall provide all assistance necessary in the Employer's prevention and detection thereof.

31.9 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (TUPE)

31.9.1 For the purpose of this clause 31.9

"Employment Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

"Relevant Transfer" means a relevant transfer for the purposes of the Employment Regulations;

"Relevant Transfer Date" means the date or dates on which an employee transfers to the Provider and/or one or more sub-contractors by virtue of a Relevant Transfer;

"Replacement Instructions" means any instruction which is identical or substantially similar to any of the Instructions and which the Employer receives in substitution for any of the Instructions following the termination or expiry of this Agreement

"Replacement Provider" means any company or third party contractor of Replacement Instructions appointed by the Employer;

"Subsequent Transfer Date" means the date or dates on which there is a transfer of responsibility for the provision of the Instructions or part of the Instructions between the Provider and the Employer and/or a Replacement Service Provider (as the case may be);

"Transferring Employees"

means that employee or employees who are described in the Business Transfer Regulations, form part of the business transfer or those who essentially are dedicated to the provision of the instructions by the Provider to the Employer which provision has ceased to be carried out by the Provider and are carried out instead by a new contractor;

31.9.2 The Provider acknowledges that the Employment Regulations apply to this Agreement and undertakes to comply at all times with its obligations under the Employment Regulations

31.9.3 The Employer and the Provider acknowledge and agree that the Employment Regulations together with the provisions of the Code of

Practice on Workforce Matters in Public Service Frameworks 2003 and the European Acquired Rights Directive 77/187 and 2001/23/EC will apply to this Agreement and that, where: (i) all or part of the Instructions cease to be provided by the Provider under this Agreement for any reason; and (ii) all or part of the Instructions continue to be provided by the Employer and/or the Replacement Provider, there may be a Relevant Transfer of the Transferring Employees to the Employer and/or the Replacement Provider for the purposes of the Employment Regulations. If there is such a transfer, the employment of the Transferring Employees shall transfer to the Employer and/or the Replacement Provider in accordance with the Employment Regulations with effect from and including the Subsequent Transfer Date.

- 31.9.4 Save where the Parties reasonably believe that there will be no Relevant Transfer for the purposes of the Employment Regulations, the Parties shall co-operate in agreeing a list of Transferring Employees prior to the Subsequent Transfer Date and shall co-operate in seeking to ensure the orderly transfer of the Transferring Employees to the Employer and/or the Replacement Provider.
- 31.9.5 The Provider shall not later than three (3) months prior to the expiry of this Agreement (or, if earlier, within thirty (30) days of notice being given of the early termination of this Agreement) to the extent lawfully permitted provide the Employer with the following details:
- (a) a list of those personnel engaged in the Instructions (the "Potential Transferring Employees");
 - (b) the job title, age, length of continuous services, current remuneration, benefits and notice periods of each of the Potential Transferring Employees;
 - (c) the terms and conditions of employment of the Potential Transferring Employees, including any particulars that the Provider is obliged to give under section 1 of the Employment Rights Act 1996;
 - (d) any current disciplinary or grievance proceedings ongoing in respect of the Potential Transferring Employees and any such proceedings in the preceding three (3) years;
 - (e) any claims whether current or which the Provider has reasonable grounds to believe will be brought by the Potential Transferring Employees or their representatives or which have been brought in the preceding three (3) years;
 - (f) all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Transferring Employees; and
 - (g) information on any collective agreements which will have effect in relation to the Potential Transferring Employees after the Subsequent Transfer Date pursuant to the Employment Regulations.

31.9.6 The Provider shall provide updates of the details listed above at regular intervals to be specified by the Employer.

31.9.7 The Provider shall indemnify the Employer (both for itself and a Replacement Provider) against any or all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Employer and/or a Replacement Provider in connection with or as a result of:

- (a) any claim or demand by any employee who transfers to the Council or the Replacement Service Provider (an “Actual Transferring Employee”) or a trade union or other body or person representing a Actual Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Service Provider on or before the Subsequent Transfer Date;
- (b) any failure by the Provider to comply with its obligations under regulations 13 and 14 of the Employment Regulations, or any award of compensation under regulation 15 of the Employment Regulations, save where such failure arises from the failure of the Employer and/or Replacement Provider to comply with its or their duties under regulation 13 of the Employment Regulations; and/or
- (c) a claim by any person who transfers or alleges that they have transferred to the Employer or the Replacement Provider, but whose name is not included in the list of Transferring Employees referred to in clause 12.9.4

31.10 The Provider must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or Section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Act 1998 by unlawfully processing personal data in connection with any blacklisting activities. The Employer may terminate this Framework Agreement with immediate effect in the event of any breach by the Provider of this clause 31.10 and may recover from the Provider the amount of any direct loss, costs and or damages incurred by the Employer as a result of such termination

SECTION 32: INEFFECTIVENESS

32.1 In the event of a declaration of ineffectiveness pursuant to Part 3, Chapter 6 of the Public Framework Regulations 2015 the Agreement shall terminate immediately. No compensation costs, damages or losses shall be due to the Provider as a result of a declaration of ineffectiveness.

SECTION 33: HOUSING GRANTS CONSTRUCTION AND REGENERATION ACT 1996

- 33.1 Any amendment to the Housing Grant Construction and Regeneration Act 1996 are to be deemed to have been included in the Framework Agreement.

SECTION 34: OBLIGATIONS

- 34.1 An obligation outlined hereafter in these Framework Particulars and Preliminaries which does not on a true examination of the wording, appear to be expressly apply to either the Employer or the Provider shall apply to the Provider, unless it can be clearly construed from the wording that the contrary interpretation should apply.