

TERMS AND CONDITIONS

Space 2023

Space is a voluntary programme of positive diversionary activities for young people aged 8-17 years. Usually operating during the school holiday periods, it aims to reduce levels of anti-social behaviour (ASB) reported to the police, promote personal health and social development, team building and new experiences for young people in Staffordshire, and to keep communities safer.

The Space programme for 2023 therefore requires the commissioning of Targeted (T) and Universal (U) positive activities by the Staffordshire Commissioner's Office from relevant service providers at predetermined locations.

1. This Agreement is between the Staffordshire Commissioner's Office ("the SCO") of Block 9, Police Headquarters, Weston Road, Stafford, ST18 0YY and the Service Provider (as detailed in A4 of the Particulars).
2. The SCO enters into this Agreement on behalf of itself. The variable details of this Agreement are contained in the Particulars. The Particulars are part of and incorporated into this Agreement formed between the Provider who is listed in and executes the Particulars with the SCO. Once completed and signed the Particulars together with these Terms and Conditions form the Agreement between the Parties.
3. Other definitions;
 - 3.1. **Agreement** – "the agreement made between the SCO and the Service Provider consisting of the Particulars and these Terms and Conditions together with all schedules and appendices attached or referred to within"
 - 3.2. **Authorised Representative** – "the representative of each party for this Agreement as detailed in A9 of the Particulars or as otherwise notified under clause 19 (Notices)"
 - 3.3. **Confidential Information** – "means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, intellectual property rights, know-how of either party and all personal data and sensitive data within the meaning of the Data Protection Legislation.
 - 3.4. **Data Protection Legislation** – "means the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the UK GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (as amended or re-enacted from time to time)"
 - 3.5. **EIRs** – "the Environmental Information Regulations 2004 (SI 2004/3391), together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations"
 - 3.6. **Expiry Date** – "the date the Space Activities end as detailed in A6 of the Particulars"

- 3.7. **FOIA** – “the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation”
- 3.8. **Force Majeure** – “any event or occurrence that is outside the reasonable control of the party concerned and which is not attributable to any act or failure to take preventative action by that party, including: fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, including any epidemic or pandemic, but excluding any industrial action occurring within the Service Provider’s or any sub-contractor’s organisation or the failure by any sub-contractor to perform its obligations under any sub-contract.
- 3.9. **Government Pandemic Guidance** - “any and all health and safety guidance issued by Central Government relating to a pandemic or epidemic”
- 3.10. **Particulars** – “the form executed by the SCO and the Service Provider for the provision of the Space Activities for the Space programme and which incorporates these Terms and Conditions”
- 3.11. **Price** – “means the sum of money paid by the SCO to the Service Provider for the provision of the Space Activities as detailed in A10 of the Particulars that comprises the Set-up Costs and the Space Activity Costs and which is to be paid in accordance with the Particulars and Clause 6 of these Terms and Conditions.”
- 3.12. **Regulated Activity** – in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006
- 3.13. **Regulated Activity Provider** - shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.
- 3.14. **Services** – “means those Space Activities including activities, events, occasions and pursuits specified in A8 of the Particulars”
- 3.15. **Service Attendee** – “Young Person aged 8-17 years attending a Space Activity”
- 3.16. **Service Provider** – “means the Organisation / Individual commissioned by the SCO as the provider of the Services and as more particularly specified in A4 of the Particulars”
- 3.17. **Service Provider Personnel means** employees, staff, other workers, agents, representatives, consultants and volunteers of the Service Provider and of any sub-contractors who are involved in the provision of the Services from time to time (subject to written permission from the SCO).
- 3.18. **Set-up Costs** – “the amount payable by the SCO to the Service Provider as detailed in A11 of the Particulars that is required to set-up the Space Activity (if any)”
- 3.19. **Space Activity** – “the activity or activities provided by the Service Provider under this Agreement for the Space programme, as detailed in the Particulars and Appendix Number Space 1 in the Table on page 3”
- 3.20. **Space Activity Costs** – “the amount payable by the SCO to the Service Provider as detailed in A11 of the Particulars for the provision of the Space Activities”
- 3.21. **Start Date** – “the date the Space Activities shall start and be available to Service Attendees as detailed in A5 of the Particulars”
- 3.22. **Stranded Costs** – “any part of the Price paid to the Service Provider in advance prior to cancellation of a Space Activity or termination of the Agreement, and which represents reasonable commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Service Provider in respect of the relevant Space Activity”

- 3.23. **Term** – “the period commencing on the Start Date and ending on the Expiry Date”
- 3.24. **Terms and Conditions** – “these terms and conditions and any appendices or schedules referred to or completed throughout the Term”
- 3.23. **UK GDPR** - the retained version of the General Data Protection Regulation ((EU) 2016/679) (EU GDPR) as it forms part of the law of England and Wales, by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).
4. Appendices are annexed to these Terms and Conditions for either:
- 4.1. Completion by the SCO; or
 - 4.2. Required for completion by the Service Provider or Service Attendee or their legal guardian/parent or carer (as directed by the SCO) as detailed in the Table below.
5. This Agreement covers payment by the SCO to the Service Provider for the Term. During the Term, the Service Provider will ensure provision or request provision of all required information as outlined within the appropriate appendices attached and summarised in the Table below.

Appendix Number	Appendix Name	Action	Action by	Date Completion by
Space 1 and completion guidance notes	Local Universal & Targeted Activities & other locally funded activities to be provided	Details of local targeted activities. To be completed and returned to the SCO for upload to the Space website	Service Provider	[Insert date] 2023 using 'space@staffordshirepcc.fcc.pnn.gov.uk'
Space 2	Space Communication Pack	For information, note and local action as appropriate.	All	-
Space 3	Activity Attendance Record	Details of numbers of attendees. To be completed only for activities with a limited attendance number and estimated for open number events such as Open Days etc.	Service Provider Completion	No later than 1 month after each holiday period funded activity provision ends using 'space@staffordshirepcc.fcc.pnn.gov.uk'
Space 4	Attendee Feedback	To be completed by Service Attendees following Space experience and returned to the SCO via the email address and/or feedback form specified and/or	Service Attendee Completion	No later than 1 month after each holiday period funded activity provision ends using 'space@staffordshirepcc.fcc.pnn.gov.uk'

		provided on the website.		
Space 5	Service Provider Evaluation	To be completed by Service Provider and returned to the SCO.	Service Provider Completion	No later than 1 month after each holiday period funded activity provision ends using 'space@staffordshirep fcc.pnn.gov.uk'
Space 6	Activity Audit Record	Information for Service Providers, no action required.	SCO Completion	To be completed by SCO Audit for assessment of activities

6. Payment & VAT

The SCO agrees to make payment to the Service Provider as follows:

- 6.1 In consideration of the provision of the Space Activities provided under the Agreement, the SCO shall pay the Price in accordance with the frequency and amounts detailed in A11 of the Particulars.
- 6.2 The Service Provider acknowledges that the payment of the Price to the Service Provider by the SCO is to cover all overheads incurred (or to be incurred) by the Service Provider in complying with the provisions of the Agreement and therefore no other sum shall be payable by the SCO for the Space Activities unless either, expressly provided for under this Agreement, or otherwise agreed in writing by the SCO at the SCO's absolute discretion.
- 6.3 The SCO shall make payment of the relevant sum that is due to the Service Provider within thirty (30) days of receipt of a valid invoice from the Service Provider together with such supporting information as reasonably requested by the SCO and where the invoice is regarded as valid and undisputed. The SCO will make payments to the bank account details provided that appear on the Particulars and to no other bank account, howsoever provided. The Provider will not be able to change their bank account details from those that appear on the Particulars under any circumstances.
- 6.4 If the invoice is disputed by the SCO, then the SCO shall set out the reasons to the Service Provider in writing as soon as reasonably practicable but no later than ten (10) working days from receipt of the invoice. If the Service Provider is unable to satisfactorily respond to the reasons set out by the SCO for the sum raised on the invoice within five (5) working days and this still remains in dispute then the provisions under 'Dispute Resolution Procedure' in this Agreement shall apply.
- 6.5 Subject to clause 18.2, if the Space Activity is cancelled under clause 18.1 due to any Government Pandemic Guidance, or the Agreement is terminated under clause 18.3 or 18.4:
 - 6.5.1 in relation to any payments of the Price made by the SCO to the Service Provider in advance the Service Provider shall reimburse the SCO the Price after deducting any and all Stranded Costs;
 - 6.5.2 in relation to any payments made by the SCO to the Service Provider in arrears, the Service Provider shall be entitled to payment for work carried out or costs incurred (including Stranded Costs (subject to Clause 6.6 below)) in relation to the provision of the relevant Space Activity up to the date of cancellation or termination (as applicable), subject to providing the SCO with

evidence of charges incurred and provided that the Service Provider takes all reasonable steps to mitigate its losses.

- 6.6 Any payments due under clause 6.5 shall be paid by the relevant party within 30 days of the effective date of cancellation or termination (as applicable) and after the Service Provider has provided written and/or documentary evidence of the Stranded Costs incurred and/or proof (email chain or correspondence) proving that efforts to mitigate costs and losses and obtain refunds were made but were unsuccessful.
- 6.7 The SCO may withhold in its absolute discretion any payment of the Price to the Service Provider due to breach of its obligations of this Agreement.
- 6.8 The SCO shall be entitled, to set-off deduct and/or counterclaim against any monies due from the SCO to the Service Provider any sums which are due and payable by the Service Provider to the SCO.
- 6.9 The Price is exclusive of VAT which, if required, shall be paid by the SCO to the Service Provider subject to a valid VAT invoice being provided to the SCO by the Service Provider.

7. Risk Management & Insurance

- 7.1. The Service Provider is responsible for ensuring that all Space Activities provided under this Agreement within the Space programme have had completed for every activity, all appropriate health and safety risk assessments (the “Health and Safety Risk Assessments”) and that all appropriate insurance policies including public liability (and those insurances specified in A13 of the Particulars) are in place to ensure the safety and wellbeing of those participating.
- 7.2. The Service Provider must maintain appropriate insurances as detailed in A13 of the Particulars (and any additional insurance relating to pandemics/epidemics) in place and that those policies are still valid notwithstanding any pandemic or epidemic.
- 7.3. The Service Provider shall (and shall ensure its staff and volunteers shall) strictly follow and adhere to any Government Pandemic Guidance in respect of Space Activities provided under this Agreement.
- 7.4. During any pandemic or epidemic the Service Provider will conduct additional and renewed health and safety risk assessments depending on any Government Pandemic Guidance.
- 7.5. The Service Provider shall have in place appropriate food hygiene certificates to ensure the safety and wellbeing of those participating.
- 7.6. The Service Provider shall have in place appropriate numbers of First Aid trained staff to ensure the safety and wellbeing of those participating.
- 7.7. The Service Provider must keep an accident record of any and all accidents, bumps, collisions or injuries, howsoever caused and however minor, as part of its record keeping, a copy of which must be provided to the SCO on request.
- 7.8. The Service Provider shall have in place a Safeguarding Policy that fully and comprehensively details appropriate Safeguarding procedures to ensure the safety and wellbeing of those participating and any other legitimate person. The Service Provider will ensure that all Service Provider Personnel, and any other legitimate persons are fully trained regularly in locally agreed safeguarding procedures and that all procedures are strictly followed at all times. Any and all safeguarding concerns must be reported immediately using the contact details at A16 of the Particulars. The Service Provider will ensure all Service Provider Personnel are aware of these contact details and have access to them at all times.

- 7.9. The Service Provider is responsible for ensuring that there is a safe recruitment policy and process that is followed for the recruitment of all individuals participating, supporting and volunteering to deliver and lead the Space Activities provided.
- 7.10. The Service Provider must ensure that all Service Provider Personnel hold up to date, clear and appropriate level Enhanced Disclosure and Barring Service (DBS) checks to ensure the safety and wellbeing of those participating or supporting delivery and the Service Provider will monitor the level and validity of such checks throughout the Term.
- 7.11 Where the Service Provider is a Regulated Activity Provider, the Service Provider shall:-
- (a) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
 - (b) monitor the level and validity of the checks under this *Clause 7.11* for each individual; and
 - (c) not employ or use the services of 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 children.
- 7.12 The Service Provider warrants that at all times for the purposes of this agreement it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder.
- 7.13 Without prejudice to any other notification requirements the Service Provider may have under this Agreement, the Service Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children.
- 7.14 The Service Provider shall immediately provide the SCO with any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 7 have been met.
- 7.15 The Service Provider shall comply with the measures contained in the Health and Safety Risk Assessments throughout each Space Activity and will make available a list of such measures to Service Attendees or their parents/guardians/carers, if requested.
- 7.16 The Service Provider shall remain liable at all times for the acts and omissions of Service Provider Personnel in respect of any breach of this Agreement.

8. Liability & Indemnity

- 8.1 The SCO accepts no liability for any death or personal injury arising to any Service Attendee or other persons connected to the Service Attendees arising directly or indirectly from any Service Attendee's attendance at the Space Activities. This and nothing in this Agreement shall exclude or be deemed to exclude any liability for death or personal injury arising from the SCO's own negligence.

- 8.2 The Service Provider will indemnify and keep indemnified the SCO against any and all claims (actual or threatened) actions, costs, awards damages, orders compensation liabilities responsibilities or any detriment arising from the Space Activities.
- 8.3 The SCO's liability under this Agreement will be limited in total to the Price.
- 8.4 Where the Service Provider has sub-contracted any part of the Services to a third party, the Service Provider will be and remain liable for all acts and/or omissions of the third party sub-contractor as if they were the Services Provider's own acts and/or omissions
- 8.5 Notwithstanding any other provision of this Agreement, neither party limits nor excludes its liability for any other act, omission or liability for which may not be limited or excluded under any applicable law (including but not limited to) to the following:
 - 8.5.1 fraud or fraudulent misrepresentation;
 - 8.5.2 death or personal injury caused by its negligence.
- 8.6 Subject always to the provisions of this Agreement neither party shall have liability to the other party for any:
 - 8.6.1 loss of profits;
 - 8.6.2 loss of business opportunity;
 - 8.6.3 loss of revenue;
 - 8.6.4 loss of goodwill;
 - 8.6.5 loss of anticipated savings;
 - 8.6.6 any consequential losses,whether any such losses are direct or indirect.

9. Force Majeure

- 9.1 If either party to this Agreement is faced with an event of Force Majeure, it shall issue a written notice to inform the other party without delay stating the nature, likely duration and foreseeable effects of the Force Majeure event(s).
- 9.2 Neither party shall be held in breach of its contractual obligations if it has been prevented from performing them by an event of Force Majeure. Where the Service Provider is unable to perform its contractual obligations owing to Force Majeure, it shall have the right to remuneration only for Space Activities provided on a quantum meruit basis, as provided in clause 6.5.
- 9.3 The parties shall take the necessary measures to keep any losses due to any Force Majeure event to a minimum and take all reasonable steps to mitigate losses and to continue to mitigate them.
- 9.4 Where the delay caused by the Force Majeure event continues for more than one (1) month the SCO may terminate this Agreement upon written notice to the Service Provider.

10. Confidentiality

- 10.1 Subject to clause 10.2, the parties shall keep confidential the Confidential Information of the other party and shall use all reasonable endeavours to prevent any disclosure to any person of any matters relating hereto.
- 10.2 Clause 10.1 shall not apply to any disclosure of information:
 - 10.2.1 required by any applicable law, provided that the provisions under 'Freedom of Information' shall apply to any disclosures required under the FOIA or the EIRs;
 - 10.2.2 that is reasonably required by persons engaged by a party to this Agreement in the

- performance of such party's obligations under this Agreement;
 - 10.2.3 where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 10.1;
 - 10.2.4 of any document to which it is a party and which the parties to this Agreement have agreed contains no Confidential Information;
 - 10.2.5 which is already lawfully in the possession of the receiving party, before its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
 - 10.2.6 to any other department, office or agency of the government, provided that the party informs the recipient of any duty of confidence owed in respect of the Confidential Information; and
 - 10.2.7 relating to this Agreement and in respect of which the party has given its prior written consent to disclosure.
- 10.3 On or before the expiry or termination of the Agreement, the Service Provider shall ensure that all documents and/or computer records in its possession, custody or control which contain Confidential Information are delivered up to the SCO or securely destroyed as instructed by the SCO.

11. Freedom of Information

- 11.1 The Service Provider acknowledges that the SCO is subject to the requirements of the FOIA and the EIRs.
- 11.2 The Service Provider shall:
- 11.2.1 provide all necessary assistance and cooperation as reasonably requested by the SCO to enable the SCO to comply with its obligations under the FOIA and EIRs;
 - 11.2.2 transfer to the SCO all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - 11.2.3 provide the SCO with a copy of all information belonging to the SCO requested in the request for information which is in its possession or control in the form that the SCO requires within 5 working days (or such other period as the SCO may reasonably specify) of the SCO's request for such information; and
 - 11.2.4 not respond directly to a request for information unless authorised in writing to do so by the SCO.
- 11.3 The Service Provider acknowledges that the SCO may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Service Provider. The SCO shall take reasonable steps to notify the Service Provider of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the SCO shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

12. Data Protection

- 12.1 The Service Provider shall ensure that all processing of personal data performed by the Service Provider and Service Provider Personnel operating within the Space programme is actioned, processed and retained in accordance with the Data Protection Legislation. For the purposes of this

Agreement the Service Provider will ensure that attendance records are retained for 3 years and accident records are retained in line with health and safety legislation from the date of the event.

- 12.2 Notwithstanding the general obligation in clause 12.1, the Service Provider shall:
- 12.2.1 process personal data only in accordance with instructions provided by the SCO;
 - 12.2.2 process personal data only to the extent, and in such a manner, as is necessary for the provision of the Space Activities and performing its obligations under this Agreement, unless otherwise required by law;
 - 12.2.3 have appropriate policies and procedures in place regarding data protection, data processing and data retention.
 - 12.2.4 ensure that all persons including any volunteers authorised to access personal data are subject to confidentiality agreements with the Service Provider;
 - 12.2.5 ensure that all Service Provider Personnel have had adequate training in the use, care, protection and handling of personal data;
 - 12.2.6 take all measures required to protect the security of data including pseudonymising and encrypting personal data as appropriate;
 - 12.2.7 inform and obtain consent from the SCO where it is considering using another organisation to process personal data;
 - 12.2.8 notify the SCO of any requests from individuals concerning their personal data;
 - 12.2.9 assist the SCO in responding to requests from individuals concerning their personal data;
 - 12.2.10 notify the SCO of any data security breaches together with details of any likely consequences, the measures to be taken and timescales;
 - 12.2.11 assist the SCO in complying with the obligations relating to security, notifications of breach, data protection impact assessments and consulting with supervisory authorities;
 - 12.2.12 Subject to Clause 12.1, securely destroy in accordance with SCO instructions all personal data after the expiration of the retention periods in clause 12.1, unless otherwise requested;
 - 12.2.13 ensure all information is available to the SCO to demonstrate compliance, allow the SCO to inspect and audit data processing by the Service Provider;
 - 12.2.14 Subject to Clause 12.1, ensure that all personal data and records are retained securely in accordance with Data Protection Legislation and not kept for longer than the retention periods in clause 12.1; and
 - 12.2.15 not knowingly or negligently do or omit to do anything which places the SCO in breach its obligations under the Data Protection Legislation.
- 12.3 All data / database rights remain solely the ownership of the SCO as Data Controller. All references to personal data shall have the same meanings as contained in the Data Protection Legislation.
- 12.4 The data flow guidance details the roles and responsibilities of SCO as Data Controller and Service Provider as Data Processor together with the scope and nature of the information held by the parties. The purpose of data processing is set out in the SCO's SPACE Privacy Policy.
- 12.5 The Service Provider acknowledges that notwithstanding the obligations contained in this clause 12 the Service Provider shall not be relieved of its own direct responsibilities and liabilities under Data Protection Legislation.
- 12.6 The Service Provider warrants that Service Provider Personnel operating within the Space programme have sufficient training and competency to deliver the Space Activities.

- 12.7 The Service Provider acknowledges that sole responsibility for the Space Activity operating as aligned to the Space programme rests with the Service Provider and that the SCO cannot be held responsible for any liabilities as a result of activities undertaken.
- 12.8 The Service Provider shall notify the SCO of any incidents and resulting investigations that occur in respect of a DBS, Safeguarding, Health and Safety or Data Protection issue arising from the Space Activities provided by the Service Provider in relation to the Space programme.
- 12.9 Notwithstanding the above provisions the Service Provider will ensure that any and all data required to be collected for the Space programme will be efficiently and comprehensively and accurately collected and the Service Provider will do all acts and/or things and execute all documents and/or deeds to ensure that the SCO are able to provide this information.

13. Performance Management

- 13.1 The Service Provider will provide their Services under the Space 2023 programme in accordance with the following required outcomes / outputs:
- Increase in young people engaged in positive diversionary activities both targeted and universal;
 - Clearly evidenced increase in community cohesion;
 - Reduction in crime and anti-social behaviour;
 - Increase of interest in volunteering.
- 13.2 The Service Provider shall capture activity attendance (Space 3 – Activity Attendance Record) and forward to the SCO by the agreed date and no later than 1 month after each Space Activity provision ends. (For the avoidance of doubt attendance records as printed from the Space website will not suffice for this data submission). It is acknowledged by the SCO that there will be sessions and events where Activity Attendance Records are not possible, such as Open Days etc. and for these events, Activity Attendance Records are to be estimated.
- 13.3 Space 4 – The Service Provider will encourage and promote all Service Attendees to complete the electronic feedback form on the Space website throughout the activities and the Term and will ensure all Services Attendees have this website address to facilitate this feedback.
- 13.4 Space 5 – Service Provider Evaluations are to be completed by the Service Provider and forwarded to the SCO by 5.00pm on the agreed date and no later than 1 month after each Space Activity provision ends.
- 13.5 As part of Performance and Audit functions, unannounced audits will be completed by employees or representatives of the SCO during the Space programme utilising Space 6 – Activity Audit Record and is provided for information only for the Service Provider. The Service Provider shall provide relevant information as required for any SCO audit, including First Aid Certification and /or food hygiene certificate where appropriate etc. to the SCO within 7 days of the request for provision being made with the Service Provider.

14. Communication and Publicity

- 14.1 Details of all activities will be promoted on the Space website, (<https://staffordshirespace.uk/>), partner websites and through other marketing opportunities as identified, under the Space brand to maximise the positive activities on offer to young people across Staffordshire.
- 14.2 All Space branding opportunities will be maximised by the Service Provider in line with the Space Communication Pack provided in Appendix Number Space 2 in the Table on page 3.

- 14.3 The Service Provider agrees to participate in all reasonable positive publicity as defined by the SCO and in line with the Space Communication Pack provided in Appendix Number Space 2 in the Table on page 3.
- 14.4 Parents / Guardians / Carers of all young people participating in the Space programme will be advised through the Space website that photographic images / film footage and comments will be sought of / from young people in order to promote the Space programme. Should a Parent / Guardian / Carer choose for their child / children not to be featured, the Service Provider will be responsible for ensuring compliance with such request(s).
- 14.5 It is the responsibility of the Service Provider to obtain and maintain documented Parent / Guardian / Carer written and signed consent for all photographic images / film footage and comments sought of / from young people as a result of involvement in the Space programme through use of Space 7 (unless the youngster is aged 13 years or over in which case, personal consent can be given). Such consent must be retained securely by the Service Provider for a period of no longer than 7 years and a copy of which must be provided to the SCO when submitting imagery / comments to support / promote the Space programme or upon request.
- 14.6 In the event that a Data Subject Access Request including parents/guardians/carers withdraws consent and/or requests the removal of photographic images/film footage the Service Provider shall notify the SCO and ensure the removal of photographic/film footage.
- 14.7 The Service Provider must procure that Parents / Guardians / Carers of all young people participating in the Space programme will provide to the Service Provider details of an emergency contact and will be advised through the Space website that in the event of accident or incident, first aid will be administered in the event of need.

15. Space Website

- 15.1 The Service Provider, in submitting details of Space Activities for publication, confirm that all requirements under 'Risk Management' within this Agreement including insurances, policies and other documentation (as referenced earlier) for themselves are in place and up to date. Signature and return of the Particulars and submission of Appendix Number Space 1 in the Table on page 3 to the SCO will be accepted as confirmation of this.
- 15.2 The Service Provider will be unable to edit or add any events to the Space website. If any alteration to information is required, contact should be made with Jon Connolly on 07890 988263 or by emailing space@staffordshire-pfcc.pnn.gov.uk. The SCO will endeavour to make any requested amendments as quickly as possible, Monday to Friday, office hours.

16. Volunteering

- 16.1 The SCO is keen to support a growth in volunteering aligned to the Space programme and will contact the Service Provider should opportunities arise for such activity. The SCO may also lead promotion of the volunteering agenda in specific local areas or for specific types of activities should such opportunities be identified. All successful volunteers identified through the SCO will be required to produce evidence of clear, up to date enhanced DBS certificates to the SCO/and the Service Provider for whom they undertake volunteering.

17. Operational Activity

- 17.1 The Service Provider is required to ensure the provision of a single point of contact (SPOC) (name / telephone number / email address) for each Space Activity to facilitate the booking of places on each

- activity where places are limited in number. Detail should be provided on Appendix Number Space 1 in the Table on page 3.
- 17.2 The Service Provider is required to alert the SCO should bookings be undersubscribed or oversubscribed on a particular Space Activity so that appropriate communication can be actioned to support activities. In such instances, contact should be made with Jon Connolly on 07890 988263 or by emailing space@staffordshire.pfcc.pnn.gov.uk
- 17.3 If for any reason a Space Activity is unable to operate during the lifecycle of the Space 2023 programme, the Service Provider will make the SCO aware of this before any activity is due to commence. In such instances, contact should be made with Jon Connolly on 07890 988263 or by emailing space@staffordshire-pfcc.pnn.gov.uk
- 17.4 The Service Provider warrants that it shall discharge its obligations under this Agreement:-
- (a) with all due skill, care and diligence;
 - (b) in accordance with all applicable laws of England and Wales and any other laws or regulations, regulatory policies, guidelines, government guidance (including non-statutory guidance) or industry codes which apply to the provision of the Services or with which the Service Provider is bound to comply;
 - (c) the SCO's policies (where required); and
 - (d) in accordance with the terms of this Agreement.
- 17.5 The Service Provider must comply with all relevant current and future statutory requirements in respect of legislation within the laws of England, including but not limited to:
- 17.5.1 the Modern Slavery Act 2015;
 - 17.5.2 all statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 17.5.3 Public Interest Disclosure Act 1998 (as may be amended or re-enacted from time to time);
 - 17.5.4 Equality Act 2010 and the Human Rights Act 1998 or other relevant legislation; and
 - 17.5.5 Health and Safety at Work Act 1974
- and all current and future ministerial advice, directives and other obligations imposed upon the SCO from within the UK.
- 17.6 The Service Provider shall not knowingly act in any way to cause the SCO to be in breach of their statutory requirements and obligations.
- 17.7 The Service Provider shall take full responsibility for the adequacy and safety of all operations and methods adopted in the provision of the Space Activities and the acts of its employees, including compliance with any Government Pandemic Guidance. The Service Provider shall notify the SCO immediately in writing if any method or practice set shall be or shall become an unsafe method of work.
- 17.8 The Service Provider shall be liable for and shall indemnify the SCO against any liability, loss, claim or proceedings arising under any statute or at common law in respect of the provision of the Space Activities provided under this Agreement including any damage to property or persons; any injury to persons including injury resulting in death; and any claim from a person, except where this is due to any act or neglect on the part of the SCO.

17.9 The SCO will publish a Disclaimer on the Space website.

17.10 Notwithstanding all the provisions within this Agreement, the Service Provider warrants that:-

- a) the Services will be provided in accordance with safe systems and to the best industry standard;
- b) it will, at its own cost, obtain, maintain and comply with all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services;
- c) it will allocate sufficient resources to provide the Services in accordance with the terms of this agreement; and
- d) will at all times comply with any Government Pandemic Guidance.

18. Cancellation & Termination

18.1 The SCO may cancel any Space Activity with immediate effect due to any Government Pandemic Guidance.

18.2 The SCO may agree that the Space Activity cancelled under clause 18.1 may be postponed and provided by the Service Provider at a later date during the Term, such date to be determined by the SCO and provided any Government Pandemic and/or Epidemic Guidance allows. Any payments for such Space Activity shall be suspended until the Space Activity is resumed. If following such postponement, the Space Activity must be cancelled, clause 6.5 shall apply.

18.3 The SCO may either terminate this Agreement in whole or in part with immediate effect, without penalty by serving written notice in circumstances where:

18.3.1 the Space Activities can no longer be provided due to any Government Pandemic and/or Epidemic Guidance;

18.3.2 the Service Provider is in breach of its obligations under this Agreement which in the reasonable opinion of the SCO is incapable of remedy; or

18.3.3 the Service Provider is in breach of its obligations under this Agreement which is capable of remedy but the Service Provider has failed to remedy within the timescales set out in the written notice provided by the SCO to the Service Provider requiring such breach to be remedied;

18.3.4 the Service Provider is, or the SCO reasonably suspects that the Service Provider is or is about to become, unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

18.3.5 the Service Provider is a company, and the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for, an administration order in relation to it, or any party gives or files a notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the courts, or possession is taken of any of its property under the terms of a fixed or floating charge;

18.3.6 the SCO has evidence or reasonably suspects the Service Provider or any related entity or person of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SCO's financial interests. The Service Provider's attention is drawn to the criminal offences created by the Local Government Act 1972 and the Bribery Act 2010; or

18.3.7 there is a Change of Control of the Provider within the meaning of section 1124 of The Corporation Tax Act 2010 which impacts adversely and materially on the Provider's performance of this Agreement.

18.4 The SCO shall have the right to terminate this Agreement in whole or in part at any time by giving written notice to the Service Provider in accordance with A7 of the Particulars.

19 Notices

19.1 Unless otherwise provided, no notice or other communication from one party to the other shall have any validity under this Agreement unless it is made in writing.

19.2 Any notice which is served under this Agreement by either party on the other shall be given by letter, electronic email or delivered in person to the Authorised Representative as set out in A9 of the Particulars or otherwise notified in writing.

19.3 Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two working days after the day on which the letter was posted, or four hours in the case of e-mail, or sooner where the other party acknowledges receipt of such letter or e-mail.

20 Dispute Resolution Procedure

20.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "**Dispute**") then, except as expressly provided in this Agreement, the parties shall comply with the following dispute resolution procedures:

20.1.1 either party shall give to the other written notice of the Dispute promptly (but in any event within three (3) working days) upon becoming aware of such a Dispute. The notice shall set out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documentation. On service of the Dispute Notice both parties shall attempt in good faith to resolve the Dispute within five (5) working days from the date of the Dispute Notice;

20.1.2 if the parties are for any reason unable to resolve the Dispute within five (5) working days of the date of the Dispute Notice (or it becomes apparent in a shorter time period that the Dispute is unlikely to be resolved), the Dispute shall be referred to the relevant authorised representatives of the parties who shall attempt in good faith to resolve it within ten (10) working days from the date of the Dispute Notice;

20.1.3 if the authorised representatives are for any reason unable to resolve the Dispute within ten (10) working days of the date of the Dispute Notice, then the parties shall escalate the matter to their respective Directors or equivalent in level of management in respect of each organisation in attempt to resolve the Dispute within fifteen (15) working days of the date of the Dispute Notice;

20.1.4 if the parties are unable to attempt to settle the Dispute under 20.1.3, either party may request that the Dispute is referred to an expert for determination or consider conciliation or arbitration.

21 Miscellaneous

21.1 Upon termination or expiry of this Agreement clause 6.5 and 6.6 (Payment) clauses 7.2 (Insurance), 8 (Liability & Indemnity), 10 (Confidentiality), 11 (Freedom of Information), 12 (Data Protection), 17.8 (Operational Activity), 20 (Dispute Resolution Procedure) and 21.4, 21.6, 21.7 and 21.9

(Miscellaneous) shall continue to have full force effect and survive such termination or expiry for a reasonable period.

- 21.2 The Service Provider shall not assign, novate, sub-contract this Agreement without the prior written consent of the SCO.
- 21.3 Any variation to this Agreement must be agreed in writing by the authorised representatives of the parties to this Agreement.
- 21.4 Save as otherwise provided, no person who is not a party to this Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor(s) of either the SCO or the Service Provider) shall have any right to enforce any term of this Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both parties. This shall not apply to Service Attendees or their appointed adult representatives who may, subject at all times to the prior written consent of the SCO, have the right to enforce this Agreement against the Service Provider. If any third party (including a Service Attendee or their representative) does acquire a third party right to enforce the benefit of this Agreement, such right may be varied or extinguished without reference to or consent from such third party.
- 21.5 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any member of its personnel is placed in a position where there is (or may be) an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or any such person and the duties owed to the SCO under the provision of this Agreement. The Service Provider shall promptly disclose to the SCO by notice in writing full particulars of any such conflict of interest, or potential conflict of interest, which arises.
- 21.6 Nothing in this Agreement shall be construed as creating a partnership or a contract of employment between the SCO and the Service Provider, or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.
- 21.7 This Agreement and any documents referred herein represent the entire understanding between the parties and, in the absence of any express contrary statement in this Agreement, this Agreement supersedes all representations, understandings and agreements, whether oral or written, which have been made by either of the parties to the other (whether directly or indirectly).
- 21.8 This Agreement may be executed in counterparts each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument. No counterpart shall be effective until each party to the Agreement has executed at least one counterpart.
- 21.9 The terms and conditions of this Agreement shall be governed by and construed in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.