

CATCH 22 CHARITY LIMITED

SUB-CONTRACT FOR PROVISION OF SERVICES

DATE: 01/08/2022

BETWEEN:

Catch22 Charity Limited: Registered Office: 27 Pear Street, London EC1V 3AG;
Registered Company Number: 6577534; Registered Charity Number: 1124127 ("**C22**"); and

Tavistock and Portman NHS Foundation Trust, details of which are specified in Clause 1.1 of the Specific Terms & Conditions below ("**Supplier**")

BACKGROUND:

- (1) C22 and the Supplier agree that the Supplier shall deliver, to C22, the sub-contracted *Services* specified in this *Contract*, in accordance with the ***Specific Contract Terms & Conditions, set out in Section A below ("SCs"), incorporating C22's standard General Contract Terms & Conditions, set out in Section B below ("GCs")***.
- (2) In this *Contract* the GCs apply subject to the SCs and the SCs may include any *Special Terms & Conditions*, which vary the GCs.
- (3) C22 has entered into the *Principal Contract* specified in **SC1.2**, to deliver the *Principal Contract Services* specified in **SC3**.
- (4) C22 is obliged, under the *Principal Contract*, in sub-contracting to the *Supplier*, to pass on *Principal Contract* obligations to the *Supplier* and the *Supplier* is consequently obliged, under this *Contract*, to deliver the *Services* in accordance with the *Principal Contract*.
- (5) Subject to the necessary effect of such obligations, C22 and the *Supplier* intend this *Contract* to operate as a reasonable and fair working relationship between them, to realise the public benefit purposes of the *Principal Contract* and the *Contract*.
- (6) It is intended that this mode of sub-contract formation will allow the *Parties* to focus on the specific, operative provisions of this *Contract*.
- (7) Definitions in **GC32** apply.

1. **Contract Terms & Conditions**

These SCs and the GCs apply to *the Contract*. The GCs apply subject to the SCs.

2. **Specification of Services**

The *Services* shall be delivered in accordance with the applicable *Principal Contract* provisions, reflected in the following *Specification*.

The provisions of **SC3** are drafted by reference to equivalent core provisions in *the Principal Contract* (using outline headings as a guide).

2.1 **Definition of the Services:**

The Supplier shall make 1 of its personnel available to Catch22 from **01/04/2022** for the period of this Agreement under the job role of **Clinical Team Lead**.

2.2 **Description of the Services:**

The Clinical Team lead will:

- Ensure the clinical safety of the service
- Provide regular supervision, support to YP and Employability Case Workers.
- Offer YP highly skilled treatment, therapy using appropriate therapeutic modalities.
- Contribute to multi-disciplinary, multi-agency work with YP.
- Provide pre-referral discussions, advising on alternative clinical pathways.
- Provide consultation to the professional network.
- Contribute to clinical audit and service evaluation.

2.3 **Service Recipients:**

The Hive service aims to improve existing mental health services for young people and develop an integrated base from which a range of services can operate to meet the needs of 16 – 24 year olds holistically, in addition to enabling staff to share skills and knowledge. The Hive is an integral part of Minding the Gap. It is an integrated, innovative youth hub, located on the Finchley Road in Swiss Cottage, within Camden Council owned premises.

2.4 **Required engagement with Service Recipients:**

The Clinical Team Lead will assess and provide mental health and wellbeing therapeutic intervention to young people through direct 121 support, group work and supervision of the young people's workers.

Principles of Care:

The supplier is required to abide by the following care principles when providing the service:

- Service users have the right to dignity, privacy and independence.
- Respect for the service user and his/her/their way of life.
- Maintaining confidentiality in relation to the Service.
- Involve the service user in decisions relating to service delivery.

In providing the services, the Supplier shall ensure that its staff maintain high standards of professional behaviour and job performance at all times when delivering the service.

Service Principles

- Catch22 are lead partners, in lead provider model to deliver the Hive
- Catch22 and the Supplier are part of one team working together to deliver services to young people
- The Hive has a holistic approach respecting, recognising and dependent upon the expertise brought by different partners
- The Hive partnership is a safe and collaborative space that does not undermine the autonomy each partner and serves the young people.

2.8 Budgeting requirements:

As specified in the Principal Contract, as far as applicable, including the following core aspects and/or as more specifically agreed under this Contract to enhance service delivery, as follows:

For the contract duration Catch22 can confirm the following funding and provisions have been granted in relation to the post of clinical Team Lead.

The below amounts will be paid by Catch22 to Tavistock and Portman NHS Foundation Trust. Clinical Team Lead (on loan Staff Member).

The following will not be exceeded, and this is inclusive of salary and all other costs associated with this role: 1 x Post of Clinical Team Lead for 5 days a week; save that such limit shall be reduced pro rata if the post is unable to be filled full time.

	Year 1		Year 2		Year 3		Year 4		Year 5		Total
	2022	to	2023	to	2024	to	2025	to	2026	to	
	2023		2024		2025		2026		2027		
Pre year											
Pre calendar month											

121: Percentage of young people with reliable change in the Short Warwick Scale*	40%	40%	40%	40%	40%
HIVE: Number of visits to the Hive*	500	500	500	500	3000
No. of Individual Young People to the hub*	300	300	300	300	1500

2.13 Measurement provisions for KPIs:

As specified in the Principal Contract, as far as applicable including the following core aspects and/or more specifically agreed under this Contract, to enhance service delivery, as follows:

As described in 3.5

2.14 Monitoring, Inspection and Audit requirements:

As specified in the Principal Contract.

The Supplier shall support Catch22 (where required) to keep and maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services; b) the Supplier's obligations under the Contract; and c) all transactions entered into by the Contractor for the purposes of the Contract.

Publicity requirements

As specified in the Principal Contract, as far as applicable including the following core aspects and/or more specifically agreed under this Contract, as follows:

The supplier shall not advertise the fact that it is providing services to the Council under this Contract other than with the written permission of the Catch22 and Camden Council, except where it is contained in any submission to any other public body in response to an invitation tender from that public body.

2.15 Data Protection requirements

As specified in the Principal Contract, as far as applicable including the following core aspects and/or as further required under this Contract, as follows:

The Parties acknowledge that for the purposes of the Data Protection Legislation, Camden Council is the Controller and Catch22 (The Contractor) is the Processor. The only processing that the Contractor is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Council and may not be determined by the Contractor.

As Catch22 remains the data processor all data pertaining to this contract will be recorded on Catch22 systems. All supplier Personnel will use and record on Catch22 systems and will follow Catch22's policies and procedures in regard to data governance, GDPR and data security. The supplier's Personnel will not use the supplier systems to record any data except in the event of a Safeguarding procedure where the following will be enacted:

Conduct: The Personnel will remain subject to the Supplier's policies and procedures governing conduct and behaviour of staff. The Personnel will also be required to agree to abide by Catch22's code of conduct for employees Appendix 3 and Catch22 financial regulations.

Catch22 will not take any formal action against the Personnel on grounds of misconduct or capability. The only exception being where an immediate suspension of such Personnel is needed to protect either parties or Personnel (e.g. allegations amounting to gross misconduct) and even in these circumstances an attempt should be made to consult with and agree with the Supplier. Any allegation of misconduct or issue relating to capability will be referred to the Supplier, who will agree with Catch22 the appropriate action in line with the Supplier's policy.

Any grievances Personnel may have, related to decisions made or actions taken by employees of Catch22 shall be resolved through Catch22's grievance procedure. In the event that Personnel raise such a grievance, Catch22 undertakes to inform the Supplier and to keep them informed of the progress of any grievance process.

The Supplier will maintain cover in respect of the Personnel during the Personnel Loan Period under the Employer's Liability (Compulsory Insurance) Act 1969. The Supplier will indemnify Catch22 against any liability in respect of any injuries or other loss or damage sustained by the Personnel whilst providing the services during the course of the Loan provided always that any such injuries, loss or damage did not arise from any negligence on the part of Catch22.

On termination of this agreement, howsoever occurring, the Personnel will automatically revert to employment with the Supplier in accordance with their terms and conditions of employment, and will have no rights or claims against Catch22 in respect of such termination. The Supplier shall indemnify Catch22 in respect of any claim that may be made by the Personnel consequent upon such termination.

Duplication of Process and Procedure Where possible duplication of process and procedure will be avoided between Catch22 and the Supplier with the Personnel in regard to training and policy. Personnel shall provide Catch22 with evidence of completed supplier Training and Policy Acceptance. However at times Catch22 may also require Catch22 training to also be undertaken, where Catch22 policy is being followed such as data governance, expenses and management of staff.

Change in Personnel: The Supplier shall not make any changes to the Personnel without the prior written agreement of Catch22.

Catch22 shall be entitled at its absolute discretion to require the Supplier to:

- provide alternative personnel if it is anticipated that a member of the Personnel will be absent for more than 6 weeks or if a member of Personnel has been absent for more than 6 weeks;
- remove any member of Personnel and replace them with another individual acceptable to Catch22, within 6 weeks of a written request from Catch22, provided due process has been followed.
- Catch22 shall in no circumstances be liable for any Losses suffered or incurred by the Supplier as a result of such removal and replacement.

Training: Any specific training required for the Personnel to undertake the roles will be arranged by Catch22. The Supplier will not be required to fund this training except where agreed otherwise between Catch22 and the Supplier. Catch22 will comply with reasonable requests by the Supplier to make the Personnel available for mandatory training that the Personnel are required to undertake by the Supplier, provided that sufficient notice is given.

Salaries and Overtime: The salaries of the Personnel will continue to be paid by the Supplier. Any salary awards to which the Personnel are contractually entitled will be paid by the Supplier in the normal way. The Personnel will continue to be covered by the Supplier's pension scheme during the

To support the strategic direction the service and the team Supplier will participate in The Hive Strategic Management Board – Terms of Reference Appendix 4

Intellectual Property Rights

As specified in the Principal Contract and/or as more specifically agreed under this Contract, to enhance service delivery, as follows:

Except where otherwise expressly agreed in writing, all Intellectual Property Rights in any guidance, drawings, specifications, instructions, toolkits, plans, software, designs, data, databases (including working documents, maps and photographs), patents, patterns, models or other material (the "IP Materials"): shall remain the property of Camden Council. The following shall not apply to (a) Intellectual Property Rights owned by the Contractor before the Commencement Date in the Contractor's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Contractor's know-how or generic business methodologies; and/or (b) Intellectual Property Rights created by the Contractor independently of this Contract.

To this end the intellectual property generated by Catch22 or the supplier in relation to this contract belongs to Camden Council.

Clinical risk and governance

Both parties share responsibility and liability in relation to clinical risk and governance to ensure the safety and best care of the young person under the care of The Hive. The experience and expertise of the Supplier and Personnel shall be respected in the decision-making regarding the clinical care given to young people. When appropriate, decisions will be made in collaboration and consultation with the Service Manager. Should there be a differing in an opinion this will be escalated, and a joint meeting will take place between Hive management team, Catch22 Assistant Director and the Personnel's Clinical Supervisor.

Safeguarding

Protecting children and vulnerable adults is each and every person's responsibility at The Hive in line with Working Together. Risk is shared between Catch22 and the Supplier. Both parties will have robust safeguarding policies and procedures in place The Catch22 policy will be followed in regards to reporting.

Decision making in safeguarding action and response resides with the senior management of The Hive. The Clinical Team Lead – Personnel, given their clinical training, experience and proximity to the young people and front line staff working with the young people are the Designated Safeguarding Leads for The Hive and decision making should flow through them in collaboration and discussion with the Service Manager.

Personnel can seek advice from whoever they deem appropriate to ensure the safety and protection of the young people. Each party's expertise and experience are respected. At times due to the complexity of an issue a decision will be made in consultation and collaboration with the other management of The Hive and the senior staff of Catch22 and the Trusts advising them. On the rare occasion of a differing opinion in the management of safeguarding incident then an urgent meeting will be called between Catch22 and the supplier to decide the best course of action.

A joint protocol has been developed to manage Safeguarding between within The Hive –appendix 4.

5. **Limitation of Liability**

The limitation of liability figure referenced in **GC21.4** is £ **unlimited**

6. **Insurance**

The specific insurance requirements as specified in **GC8** are:

Policy Type	Required Insured Sum (per claim or in total)
• <i>Professional Indemnity</i>	£1,000,000
• <i>Employers' Liability</i>	£1,000,000
• <i>Public Liability</i>	£5,000,000
• <i>Other</i>	£

7. **Records and Reports**

Record/Report
<ul style="list-style-type: none">• Complaints made by Service Recipients and the steps taken to respond to those complaints• Case notes and young people records• Commissioner, Cach22 and Evaluation Reports• Catch22 Safeguarding Incident Reports• Training records/induction records and training strategy• Supervision records• Sources and numbers of referrals of Service Recipients• A record of work for each Service Recipient detailing the Services provided• Accident/serious incident records relating to any accident or serious incident happening to a Service Recipient whilst actually in receipt of Services• Clear statement of the aims and Objectives of the Supplier, which is available to Service Recipients

- (h) Serious Incidents
- (i) Service Recipient Complaints
- (j) Supply Chain management
- (k) System Security
- (l) Whistleblowing

Not applicable

2. Personnel and Resources

- 2.1 The *Supplier* shall loan, effectively line manage and clinically supervise sufficient *Personnel*, with the requisite capability, aptitude, skill, knowledge, training and experience, duly to provide the *Services*, including in accordance with any staffing requirements specified in the SCs.
- 2.2 The *Supplier* shall carry out all Criminal Records Bureau, safeguarding and other checks on *Personnel*, which are necessary, or best practice and/or which are included in *Required Provisions*, or *Further Provisions*.
- 2.3 The *Supplier* shall ensure it has all necessary premises, equipment, materials, rights and other resources to deliver the *Services* in accordance with this *Contract*.

As covered in Specific Terms and Conditions

3. Mutual Support

- 3.1 C22 shall promptly and reasonably communicate with and support the *Supplier*, as may be reasonable, to facilitate delivery of the *Services*.
- 3.2 The *Supplier* shall promptly and reasonably co-operate and support C22 in meeting any obligations under the *Principal Contract*, particularly in relation to: accountability, reporting; inspection, monitoring, confidentiality, data, publicity, freedom of information and intellectual property.

4. Price and Payments

- 4.1 In return for the *Supplier* providing the *Services*, C22 shall pay the *Price* to the *Supplier* as and on the basis specified in the SCs.
- 4.2 Subject to any contrary provision in the SCs:
 - (a) C22 shall pay the *Price*, in monthly instalments, in arrears, within 30 days of receipt of an agreed invoice from the *Supplier* for the relevant instalment, or, if latter, promptly following receipt of equivalent payments under the *Principal Contract*;
 - (b) The *Price* is specified for the *Contract Period* and may only be varied by *Written* agreement between the Parties.

- (c) have access to any specified *Personnel* and receive full and accurate responses from such *Personnel* in relation to the *Services*;
 - (d) have access, subject, as appropriate, to their agreement, to any specified *Service Recipient*, or any family member, carer, or representatives of any *Service Recipient*, especially any complainant in relation to the *Services*.
- 6.4 C22 shall ensure that its *Authorised Officers* carry out any inspection and monitoring functions in relation to this *Contract* in a manner that: does not unreasonably interfere with the *Services*; and that has due regard to the needs and rights of *Service Recipients*.
- 6.5 The *Supplier* shall comply with audit requirements in *Required Provisions* and reasonable audit requirements in *Further Provisions*.
7. **Insurance**
- 7.1 The *Supplier* shall take out and maintain, with reputable insurance companies, current policies of insurance, as a minimum, of the types and in the amounts set out in the SCs.
- 7.2 The *Supplier* shall provide C22, on reasonable request, with copies of such insurance policies, with satisfactory evidence that they are in force. (Appendix 2)
8. **Performance Review**
- 8.1 The *Parties* shall undertake *Reviews*, in relation to the *Services*, in accordance with any *Required Provisions* and/or any *Further Provisions* and the procedure in this General Condition-9.
- 8.2 The *Supplier* shall co-operate and procure the co-operation of *Personnel* in relation to all such *Reviews*.
- 8.3 The purposes of a *Review* shall be to: to assess delivery of the *Services*; ensure delivery is consistent with the *Principal Contract* and this *Contract*; identify any issues, including any *Breaches*, requiring attention and/or action; identify and agree potential improvements to the *Services* for the benefit of *Service Recipients*; and to agree further arrangements for the *Services*.
- 8.4 At any reasonable time C22 may give the *Supplier Written Notice* specifying the date of any *Review*, which shall not (except in urgent/serious circumstances) be earlier than 10 *Working Days* from provision of the notice.
- 8.5 A *Review* shall take place on the date specified in the notice, or such other date as the *Parties* agree. Unless the *Parties* agree otherwise, a *Review* shall last for not more than one *Working Day*. The *Parties* will prepare for a *Review* to the best of their abilities, within the time available.
- 8.6 A *Review* shall be carried out at any location(s), specified by C22 in a *Written Notice* where *Services* are provided, or as the *Parties* agree.
- 8.7 During a *Review* the *Supplier* shall make available to C22 the original *Records* and shall use best endeavours to make available for interview such of its *Personnel* as C22 (acting

- (a) properly assess the purpose, extent and necessary duration, of any reasonable, holding, processing and use of *Personal Data* in relation to the *Services* (particularly any *Service Recipient Personal Data* and shared data) and the permitted lawful basis of such holding, processing and use;
- (b) properly assess the controller or processor status of each *Party* in relation to such use, which unless otherwise agreed in *Writing* shall be assumed to be that each *Party* is an independent controller of data in relation to its own activities;
- (c) ensure, as a receiving party, that all required privacy notices have been published and issued and as a disclosing party to use reasonable endeavours to ensure the receiving party has complied with such obligations;
- (d) ensure all required ensure all personal data in its possession, or control, is
 - (i) held, processed and used exclusively for the intended and permitted purpose;
 - (ii) kept secure and confidential through appropriate technical and organisational measures and through restricting access to appropriately authorised and trained *Personnel*;
 - (iii) securely transmitted, as required, in relation to the permitted and lawful purpose;
 - (iv) used for no longer than is necessary for the intended and permitted purposes;
- (e) promptly and properly respond to any data subject access request;
- (f) notify the other *Party*, within 5 *Working Days*, of any actual, or potential data breach, or data-related complaint in relation to the *Services*;
- (g) reasonably consult and co-operate with the other *Party* in appropriately managing any actual, or potential data breach, or data-related complaint in relation to the *Services*

12. **Safeguarding, Health & Safety and Equalities**

- 12.1 The *Supplier* must comply with all applicable law in relation to child protection, safeguarding, young people and vulnerable adults (including the Prevent duty) health and safety, equalities and diversity.
- 12.2 The *Supplier* must, as applicable, have a thorough, robust and responsive safeguarding policy that is consistent with C22's own policy and London Borough of Camden policy. as well as meeting all legal requirements. If the *Supplier's* safeguarding policy is not, in the view of C22, as robust as C22's safeguarding policy then the *Supplier* must apply C22's policy.
- 12.3 The *Supplier* must ensure all *Personnel* in contact with the young people and/or vulnerable adults are adequately qualified and hold a current, enhanced Disclosure and Barring Service check.

- 16.2 Any variation to this *Contract* must be by *Written* agreement between the *Parties*, signed by their respective *Contract Officers*.
- 16.3 Any extension, or renewal, of the *Contract Term* must be by *Written* agreement between the *Parties*, signed by their respective *Contract Officers* (and is likely to be dependent on an equivalent extension/renewal of the *Principal Contract*).
- 16.4 A variation/extension/renewal procedure may be started by agreement, or by either *Party* serving a *Variation Notice* specifying:
- (a) the proposed variation;
 - (b) the reasons for the proposed variation;
 - (c) if applicable, how the proposer considers the variation would maintain, or improve, the required provision of *Services*;
 - (d) if applicable, how the proposer considers the variation should affect the *Price*;
 - (e) what effect the variation may have on the provisions of the *Principal Contract* and this *Contract*;
 - (f) when the variation would take effect.
- 16.5 The recipient of a *Variation Notice* shall respond in writing within 10 Working Days setting out its comments on the proposed variation and any counter-proposals.
- 16.6 If there is agreement that discussion of the proposal is appropriate, the *Contract Officers* shall meet within 5 Working Days to discuss the proposed variation.
- 16.7 If the *Parties* agree to vary this *Contract* they shall draw up a written memorandum setting out the agreed variation and the memorandum shall be signed and dated by the *Contract Officers*.
- 16.8 The variation shall come into effect on the date specified in the memorandum or, if no date is specified, on the date of the memorandum.
- 16.9 This *Contract* includes its Schedules. If there is any discrepancy between the *General Terms & Conditions* and the terms and conditions of the Schedules, the latter shall prevail as the more specific provisions.
- 16.10 This *Contract* is the exclusive statement of the agreement between the *Parties* in relation to the *Services* and supersedes all previous communications, representations, arrangements and agreements between the *Parties* in relation to the *Services*.
- 16.11 Neither party has relied upon (and hereby waives all right to make any claim in respect of) any representation, arrangement, understanding or agreement not expressly set out in this *Contract*, except that representations by the *Supplier* in any proposal, tender, or other bid for this *Contract*, shall continue as contractual representations under this *Contract*.

18. **Dispute Resolution**

- 18.1 Any dispute arising in connection with this *Contract* may be raised by either *Party* by *Written* notice and shall first be addressed by direct personal liaison between the two *Contract Officers*.
- 18.2 If any such dispute has not been resolved by the *Contract Officers* within 10 *Working Days*, the matter shall be referred to be resolved by direct liaison between more senior officers representing each *Party*, nominated for the purpose.
- 18.3 If any dispute has not been resolved by such nominated senior officers within a further 5 *Working Days* the matter may be referred at the option of either *Party*, within a further 5 *Working Days*, to mediation in accordance with the Model Mediation Procedure for the time being of the Centre for Effective Dispute Resolution (www.cedr.com).
- 18.4 If a dispute is referred to such mediation the *Parties* shall engage with accept and engage properly with the applicable procedure, in good faith and neither *Party* shall take any formal step relating to legal proceedings until such procedure is complete.
- 18.5 This **GC19** shall not apply after a notice of termination has been served in accordance with **GC22**.

19. **Force Majeure**

- 19.1 Neither *Party* shall be liable for any delay in performing any of its obligations under this *Contract* if such delay is caused by a *Force Majeure Event*.
- 19.2 A *Party* experiencing a *Force Majeure Event* shall give the other *Party* full details of the circumstances and use all reasonable endeavours to resume performance as soon as possible.

20. **Liability, Indemnity and Limitation of Liability**

- 20.1 Subject to **GC21.3** and **GC21.4**, each *Party* shall be accountable to the other for and shall promptly make good all losses, damages, costs, expenses and liabilities, (including any arising in any claims or proceedings) suffered by the other as a result of any *Breach* or *Serious Breach* that the *Party* at fault commits.
- 20.2 The *Supplier* shall indemnify and keep indemnified *C22* against all loss, damage, or liability and all claims, costs and expenses, incurred by, or claimed against, *C22*, or the *Principal Contractor*, or any of their *Associates*, as a result of any *Breach*, or *Serious Breach* by the *Supplier*.
- 20.3 Except in respect of death or personal injury caused by the negligence of the *Party* at fault (for which no limitation is legally permitted), or in respect of fraud, or other wilful *Breach*, or *Serious Breach*, neither *Party* shall be liable to the other under **GC21.1** for any loss of profit, loss of business, loss of revenue, loss of anticipated savings, or loss of use, or value, or any comparable indirect, special or consequential loss, however arising, by reason of any: misrepresentation (unless fraudulent); or breach of implied warranty, or duty at common law.
- 20.4 Except in respect of death or personal injury caused by the negligence of the party at fault (for which no limitation is legally permitted), or in respect of fraud, or other wilful *Breach*, or

23. **Transfer of Employment (Protection of Employment) Regulations**

- 23.1 If *TUPE Regulations* apply, on commencement of this *Contract*, to the effect of transferring employees to the *Supplier*, the *Supplier* shall indemnify C22 (under **GC21.2**) against any liability, or costs, C22 incurs as a result of any claim or allegation made by any such employee, in respect of any act, or omission, of the *Supplier*, which gives rise to any compensation, redundancy, wrongful dismissal, or unfair dismissal claim and/or any wrong, or wrongfully omitted, information in relation to any notice.
- 23.2 C22 shall be entitled to issue an *Employee Liability Information Notice* at any time during the last six months of the *Contract Period*, seeking necessary information to enable C22 and/or the *Principal Contractor* to assess and/or comply with any obligations under *TUPE* and to make any appropriate related arrangements in relation to employee pensions.
- 23.3 The *Supplier* shall provide to C22 within 10 *Working Days* of a notice under **GC24.1** the requested information and shall promptly update it as further requested.
- 23.4 If *TUPE Regulations* apply, on expiry, or termination, of this *Contract*, to the effect of transferring employees from the *Supplier*, the *Supplier* shall indemnify C22 (under **GC21.2**) against any liability, or costs, C22 incurs as a result of any claim or allegation made, after the expiry or termination date, by any such employee, in respect of any act, or omission, of the *Supplier* which gives rise to any compensation, redundancy, wrongful dismissal, or unfair dismissal claim, after the expiry, or termination, date and/or any wrong or wrongfully omitted information in relation to any notice.

24. **Assignment and sub-contracting**

- 24.1 The *Supplier* may not assign the benefit, or burden, of this *Contract* without the prior *Written* consent of C22.
- 24.2 The *Supplier* may only sub-contract its obligations under this *Contract* by the routine appointment of consultancy *Personnel* under its direct management control and supervision, or as agreed in *Writing* by C22.
- 24.3 If the *Supplier* sub-contracts any of its obligations (whether in accordance with this **GC25** or not) it shall remain fully and directly liable to C22 for the performance of its obligations by any *Supplier* and the indemnity under **GC21.2** shall apply.

25. **Notices**

- 25.1 Any notice to be given by either *Party* to the other under this *Contract* may be personally delivered, or sent by recorded delivery to the address of the other *Party* as referenced in the heading to this *Contract*, or as otherwise notified in *Writing*, or by transmission, without non delivery feedback, to the email address of the other *Party's Contract Officer*, or any other e-mail address notified in *Writing* for the purpose.
- 25.2 Any personally delivered, or e-mailed, notice shall be deemed received on the day it was delivered, or sent, if it was delivered or sent on a *Working Day* before 5.00pm, or otherwise on the next *Working Day*.

	through that <i>Party</i> and their personnel;
"Authorised Officers"	the <i>Contract Officers</i> and any other authorised representatives of <i>Parties</i> appointed under GC6 ;
"Background IP"	<i>Intellectual Property Rights</i> of a <i>Party</i> which were generated prior to, or otherwise not in relation to, this <i>Contract</i> and any third-party <i>Intellectual Property Rights</i> to the extent incorporated into <i>Intellectual Property Rights</i> generated in the course of delivering the <i>Services</i> ;
"Breach"	a failure by a <i>Party</i> to fulfil its contractual obligations under this <i>Contract</i> ;
"Breach Notice"	a <i>Written</i> notice specifying a <i>Breach by the Party</i> ;
"C22"	as defined in the Heading to this <i>Contract</i> ;
"Confidential Information"	any information of a confidential nature obtained under, or relating to this <i>Contract</i> , but not including information: <ul style="list-style-type: none"> • in the public domain (otherwise than by breach of this <i>Contract</i>) • in the lawful possession of the receiving <i>Party</i> before the date of this <i>Contract</i> (other than through liaison between the <i>Parties</i> before and in anticipation of this <i>Contract</i>) • obtained from a third party free to divulge it • required to be disclosed by a court or other competent authority • properly disclosed on a confidential basis to personnel, agents or professional advisers of the respective parties, for the purposes of this <i>Contract</i>;
"Contract"	the sub-contract, between the <i>Parties</i> , in respect of the <i>Principal Contract</i> , on <i>these Contract Terms & Conditions</i> ;
"Contract Officers"	as defined in Clause 6, with the initial <i>Contract Officers</i> being specified in the SCs;
"Contract Period"	the duration of this <i>Contract</i> from the date of this <i>Contract</i> as recorded in the Heading to this <i>Contract</i> , for the period as defined in the SCs;

or undertaking; the suspension or cessation of its business; any threat to suspend or cease its business; the making of a winding-up order; the convening of a meeting to pass a winding-up resolution; or it entering into liquidation;

"Intellectual Property Rights"

copyright, database rights, trademarks, website and domain name rights, rights in confidential information and trade secrets, business names, goodwill, designs, know-how, patents and any other applicable intellectual property rights; including rights in relation to pending applications and equivalent rights in any jurisdiction;

"Parties"/ "Party"

C22 and/or the *Supplier*;

"Personal Data"

as defined in *Data Protection Law*;

"Personnel"

the workforce of a *Party*, made up of its employees and as applicable its individual consultants under the full management control and supervision of that *Party*;

"Persistent Breach"

the commission by a *Party* of three or more *Breaches* in any period of three months whether or not such *Breaches* are of the same type and whether or not they have been remedied;

"Principal Contract"

as defined in **SC1.2**;

"Principal Contractor"

the contracting party under the *Principal Contract*,

"Principal Contract Services"

the services required to be delivered under the *Principal Contract*;

"Price"

the total contractual payments to be made under this *Contract*, specified in SCs, plus applicable VAT, and any additional expenses agreed in *Writing* between the Parties;

"Records"

records which the *Supplier* is required to maintain and/or to make available to C22 in accordance with the *Contract*;

"Reports"

any reports required under the *Contract*, including, as applicable, in relation to contract implementation, performance, outputs, outcomes, continuous improvement, audit and public sector accountability and transparency, particularly such required reports as are specified in the SCs;

"Required Provisions"

requirements of C22, notified in *Writing* to the *Supplier* in relation to C22's obligations under the *Principal*

THIS SUB-CONTRACT IS HEREBY AGREED BY THE PARTIES ON THE DATE IN THE AGREEMENT HEADING:

Signed for and on behalf of **Catch22 Charity Limited**
by its authorised signatory:

Signature: 

Name: Kate Wareham

Position: Director Young People and Families

PP. KATHERINE DIXON
DIRECTOR OF
PARTNERSHIPS

22/11/22

Signed for and on behalf of **the Supplier** by
its authorised signatory:

Signature: 

Name: Paul Jenkins

Position: Chief Executive Officer

31.3 Unless the context makes it clear that this is not what is intended, in this Contract:

- (a) the singular includes a reference to the plural and vice versa;
- (b) headings are for reference only and not interpretation;
- (c) references to statutory provisions include any provision that amends, replaces or supplements them.