

NHS GREATER GLASGOW AND CLYDE

CONDITIONS OF CONTRACT FOR THE PROCUREMENT OF SERVICES

1. DEFINITIONS

In these Conditions (unless the context otherwise requires):

'*Confidential Information*' means all and any (i) information relating to the identity, condition or medical history of any NHS patient or which otherwise contributes sensitive personal information and (ii) information the disclosure of which would or would be likely to substantially prejudice the commercial interests of any person including trade secrets;

'*Contract*' means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions and other documents (or parts thereof) specified in the Purchase Order;

'*Intellectual Property Rights*' means copyright, patents, trade marks, design rights (whether registered or unregistered) database rights, proprietary information rights and all similar proprietary rights as may exist anywhere in the World, any applications for protection or registration of these rights and all renewals and extensions thereto throughout the World;

'*Premises*' means the location where the Services are to be performed, as specified in the Purchase Order;

'*Price*' means the fees and expenses payable by the Client to the Consultant as further described in Clause 9;

'*Purchase Order*' means the document setting out the Purchaser's requirements for the Contract.

'*Purchaser*' means NHS GG&C;

'*Services*' means the services to be provided as specified in the Purchase Order and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder;

'*Supplier*' means the person, firm or company to whom the Contract is issued;

'*Personnel involved in direct clinical care*' means personnel who have regular clinical contact with patients and who are directly involved in patient care. This includes but is not limited to doctors, dentists, midwives and nurses, paramedics and ambulance drivers,

occupational therapists, physiotherapists and radiographers. Students and trainees in these disciplines and volunteers who are working with patients must also be included;

'*Personnel not involved in direct clinical care but operating in a healthcare setting*' means non-clinical personnel who may have social contact with patients but are not directly involved in patient care. This includes but not limited to research workers, receptionists, ward clerks, porters and cleaners.

'*High Risk Areas*' means Maternity services, Neonates, Oncology, Renal and Paediatrics

'*High Risk Procedures*' means dental, maternity, surgery or any procedure that requires the healthcare worker to have their hands in an open body cavity.

2. CHANGE TO CONTRACT REQUIREMENTS

2.1 The Purchaser may order any variation to any part of the Services that for any other reason shall in its opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the Services and changes in quality, form, character, kind, timing, method or sequence of the Services.

2.2 Save as otherwise provided herein, no variation of the Services as provided for in Clause 2.1 hereof shall be valid unless given or confirmed in the form of an order given by the Purchaser. All such orders shall be given in writing provided that if for any reason the Purchaser shall find it necessary to give any such order orally in the first instance the Supplier shall comply with such oral order which must be confirmed in writing by the Purchaser within 2 working days of the giving of such oral order by the Purchaser, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.

2.3 Where any such variation of the Services made in accordance with Clause 2.1 and 2.2 has affected or may affect the costs incurred by the Supplier in providing the Services, the Supplier will notify the Purchaser in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Purchaser, who shall take all of the facts into account (including such information as may be provided by the Supplier in respect of the effect which such variation has had or may have on the costs incurred by the Supplier in providing the service)

and may authorise such alteration to the sums to be paid to the Supplier in accordance with the provisions of the Contract as are, in his opinion, appropriate and reasonable in the circumstances.

3. INSPECTION OF PREMISES AND NATURE OF SERVICES

3.1 The Supplier is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Services to be carried out and satisfied himself in relation to all matters connected with the Services and Premises.

3.2 The Purchaser shall, at the request of the Supplier, grant such access to the Premises as may be reasonable for this purpose.

4. SUPPLIER'S STATUS

In carrying out the Services the Supplier shall be acting as principal and not as the agent of the Purchaser. Accordingly:

- (a) the Supplier shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Supplier is acting as the agent of the Purchaser, and
- (b) nothing in the Contract shall impose any liability on the Purchaser in respect of any liability incurred by the Supplier to any other person but this shall not be taken to exclude or limit any liability of the Purchaser to the Supplier that may arise by virtue of either a breach of the Contract or any negligence on the part of the Purchaser, his staff or agents.

5. SUPPLIER'S PERSONNEL

5.1 The Supplier shall take the steps reasonably required by the Purchaser to prevent unauthorised persons being admitted to the Premises. If the Purchaser gives the Supplier notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Services, the Supplier shall take all reasonable steps to comply with such notice and if required by the Purchaser the Supplier shall replace any person removed under this Clause with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

5.2 If and when instructed by the Purchaser, the Supplier shall give to the Purchaser a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and

other supporting evidence as the Purchaser may reasonably require.

5.3 The decision of the Purchaser as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Supplier has furnished the information or taken the steps required of him by this Clause shall be final and conclusive.

5.4 The Supplier shall bear the cost of any notice, instruction or decision of the Purchaser under this Clause.

6. MANNER OF CARRYING OUT THE SERVICES

6.1 The Supplier shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining the Purchaser's prior consent.

6.2 Access to the Premises shall not be exclusive to the Supplier but only such as shall enable him to carry out the Services concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Purchaser may reasonably require.

6.3 The Purchaser shall have the power at any time during the progress of the Services to order in writing:

- (a) the removal from the Premises of any materials which in the opinion of the Purchaser are either hazardous, noxious or not in accordance with the Contract, and/or
- (b) the substitution of proper and suitable materials, and/or
- (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefor of any work which, in respect of material or workmanship is not in the opinion of the Purchaser in accordance with the Contract.

6.4 On completion of the Services the Supplier shall remove his plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.

7 HEALTH AND SAFETY

The Supplier shall perform the Services in such a manner as to be safe and without risk to the health or safety of persons in the vicinity of the place where the Services are being performed (whether such persons are in the vicinity of the said place at

the time when the Services are being performed or otherwise) and in such a manner as to comply with any relevant health and safety or other legislation (including Statutory Instrument, Orders, or Regulations made under the said legislation) and any requirements imposed by a local or other regulatory authority or by NHS Scotland in connection with the performance of services of the type supplied to the Purchaser, whether specifically or generally. The Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of this Clause.

8. TIME OF PERFORMANCE

The Supplier shall begin performing the Services on the date stated in the Purchase Order and shall complete them by the date stated in the Purchase Order or continue to perform them for the period stated in the Purchase Order (whichever is applicable). Time is of the essence of the Contract. The Purchaser may by written notice require the Supplier to execute the Services in such order as the Purchaser may decide. In the absence of such notice the Supplier shall submit such detailed programmes of work and progress reports as the Purchaser may from time to time require.

9. PAYMENT

- 9.1 In consideration of the performance of the Services, the Purchaser shall pay the Supplier the Price at the rates specified in the Purchase Order;
- 9.2 Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Purchaser.
- 9.2 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 9.3 Notwithstanding Clause 20 of the Contract the Supplier may assign to another person (an "assignee") the right to receive payment of the Price or any part thereof due to the Supplier under the Contract subject to (i) deduction of sums in respect of which the Purchaser exercises its right of recovery under Clause 19 of the Contract and (ii) all the related rights of the Purchaser under the Contract in relation to the recovery of sums due but unpaid. The Supplier shall notify or procure that any assignee notifies the Purchaser of any variations to the arrangements for payment of the Price or for handling invoices, in each case in good time to enable the Purchaser to redirect payments or invoices accordingly. In the absence of such notification the Purchaser shall be under

no obligation to vary its arrangements for payment of the Price or for handling invoices.

10. FREE-ISSUE MATERIALS

Where the Purchaser for the purpose of the Contract issues materials free of charge to the Supplier such materials shall be and remain the property of the Purchaser. The Supplier shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Supplier shall notify the Purchaser of any surplus materials remaining after completion of the Services and shall dispose of them as the Purchaser may direct. Waste of such materials arising from bad workmanship or negligence of the Supplier or any of his servants, agents or sub-Contractors shall be made good at the Supplier's expense. Without prejudice to any other of the rights of the Purchaser, the Supplier shall deliver up such materials whether processed or not to the Purchaser on demand.

11. AUDIT

The Supplier shall keep and maintain until 2 years after the Contract has been completed records to the satisfaction of the Purchaser of all expenditures which are reimbursable by the Purchaser and of the hours worked and costs incurred in connection with any employees of the Supplier paid for by the Purchaser on a time charge basis. The Supplier shall on request afford the Purchaser or his representatives such access to those records as may be required by the Purchaser in connection with the Contract.

12. CORRUPT GIFTS OR PAYMENTS

The Supplier shall not offer or give, or agree to give, to any employee or representative of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with the Purchaser or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract. The attention of the Supplier is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916 (as amended).

13. PATENTS, INFORMATION AND COPYRIGHT

- 13.1 It shall be a condition of the Contract that, except to the extent that the Services incorporate designs furnished by the Purchaser, that nothing done by the Supplier in the performance of the Services shall infringe any Intellectual Property Rights of any third party and the Supplier shall **indemnify** the Purchaser against all actions, claims, demands, costs and expenses which the

Purchaser may suffer or incur as a result of or in connection with any breach of this Clause 13.1.

13.2 All Intellectual Property Rights in any reports, documents, specifications, instructions, plans, drawings, patents, models, or designs audio or visual media whether in writing or on magnetic or other media or held electronically:

- (a) furnished to or made available to the Supplier by the Purchaser shall remain vested in the Purchaser absolutely.
- (b) prepared by or for the Supplier for use, or intended use, in relation to the performance of the Contract are hereby assigned to and shall vest in the Purchaser absolutely, and (without prejudice to Clause 16.2) the Supplier shall not and shall procure that his servants and agents shall not (except to the extent necessary for the implementation of the Contract) without the prior written consent of the Purchaser use or disclose any such reports, documents, specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to or by reason of the Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Purchaser or the contract in any advertisement without the Purchaser's prior written consent.

13.3 The Consultant shall do all such things and acts and sign all such documents reasonably necessary in the opinion of the Purchaser to confirm or vest in the Purchaser the Intellectual Property Rights assigned or otherwise transferred to the Purchaser under the Contract.

14. INDEMNITY AND INSURANCE

14.1 Without prejudice to any rights or remedies of the Purchaser the Supplier shall **indemnify** the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any negligent or wrongful act or omission of the Supplier.

14.2 Except in the case of loss, damage or personal injury (including death) suffered by an employee of the Supplier (in respect of which the **indemnity** in Clause 14.1 shall apply whether or not the loss, damage or personal injury was caused by the negligent or wilful act or omission

of the Purchaser, the **indemnity** contained in Clause 14.1 **shall not** apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of the Purchaser..

14.3 The Supplier shall have in force and shall require any sub-Contractor to have in force:

- (a) employer's liability insurance in accordance with any legal requirements for the time being in force, and
- (b) public liability insurance for such sum and range of cover as the Supplier deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under the Contract in the sum of not less than £2 million for any one incident and unlimited in total, unless otherwise agreed by the Purchaser in writing.

14.4 The policy or policies of insurance referred to in Clause 14.3 shall be shown to the Purchaser whenever he requests, together with satisfactory evidence of payment of premiums.

15. DISCRIMINATION

The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Equality Act (Sexual Orientation) Regulations 2007, the Human Rights Act 1998 or other relevant or equivalent legislation or any statutory modification or re-enactment thereof. The Supplier shall take all reasonable steps to secure the observance of this Clause by all employees and representatives of the Supplier.

16. CONFIDENTIALITY

16.1 The Supplier (and any person employed or engaged by the Supplier in connection with the Contract) shall only use Confidential Information provided by the Purchaser in connection with the Contract for the purpose of performing the Contract and for no other purposes, and shall keep all such information confidential and shall not disclose such Confidential Information to any

party without the prior written consent of the Purchaser.

16.2 All Confidential Information related to the Contract provided by the Supplier will be treated as confidential by the Purchaser.

16.3 The provisions of this Clause 16 shall not apply to any information which (a) is or becomes public knowledge other than by breach of this Clause 16; (b) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; (d) is independently developed without access to the disclosing party's confidential information; or (e) (in the case of the Purchaser) requires to be disclosed to ensure compliance with any statute, regulation or code of practice issued thereunder.

16.4 No term of the Contract, whether express or implied (including this Clause 16), shall preclude the Purchaser from making public under the Freedom of Information (Scotland) Act 2002 (as amended) and/or any codes applicable from time to time relating to public authorities' information, details of all matters relating to the Contract unless (i) such details constitute a trade secret; (ii) the disclosure of such details would be likely to prejudice substantially the commercial interests of any person (including but not limited to the Supplier or the Purchaser) or such details fall within such other exemption as may be applicable at the discretion of the Purchaser in terms of the said Act. The Supplier will facilitate the Purchaser's compliance with its obligations under these provisions and comply with any request from the Purchaser for that purpose.

16.5 The Supplier and the Purchaser agree to ensure that they will at all times comply with the provisions and obligations imposed by the Data Protection Act 1998 (as amended) and the Data Protection Principles set out in that Act in storing and processing personal data, and all personal data acquired by either party from the other will be returned to the disclosing party on request. Both parties agree to indemnify each other in respect of any unauthorised disclosure of personal data.

17. ALCOHOL AND DRUGS

17.1 The consumption of alcohol or the use of illicit drugs is not permitted on any of the purchasers premises by supplier personnel.

17.2 Supplier personnel must be free from the effects of alcohol and illicit drugs while performing any duties required by this contract.

17.3 Should any supplier personnel suspected to be in breach of these conditions the purchaser reserves the right to require the employee to be temporarily suspended from the delivery of the service whilst this is being investigated and subsequently permanently be suspended should the breach be proven.

18. TERMINATION

18.1 The Supplier shall notify the Purchaser in writing immediately upon the occurrence of any of the following events:

(a) where the Supplier is an individual and if a petition is presented for the Supplier's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Supplier, or he is apparently insolvent, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

(b) where the Supplier is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (a) or (c) of this Clause occurs in respect of the firm or any partner in the firm or any of those persons or a petition is presented for the Supplier to be wound up as an unregistered company; or

(c) where the Supplier is a company, if the company passes a resolution for winding-up of dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

18.2 On the occurrence of any of the events described in Clause 18.1 or, if the Supplier shall have committed a material breach of the Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 30 days of being required by the Purchaser in writing to do so or, where the Supplier is an individual if he shall die or be adjudged incapable of managing his affairs within the meaning of Schedule 7 of the Mental Capacity Act 2005 or of Part 5 of the Mental (Care and Treatment) (Scotland) Act 2003 (both as amended), the Purchaser shall be entitled

to terminate the Contract by notice to the Supplier with immediate effect. Thereupon, without prejudice to any other of his rights, the Purchaser may himself complete the Services or have them completed by a third party, using for that purpose (making a fair and proper allowance therefor in any payment subsequently made to the Supplier) all materials, plant and equipment on the Premises belonging to the Supplier, and the Purchaser shall not be liable to make any further payment to the Supplier until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount due to the Supplier the costs thereof incurred by the Purchaser (including the Purchaser's own costs). If the total cost to the Purchaser exceeds the amount (if any) due to the Supplier, the difference shall be recoverable by the Purchaser from the Supplier.

18.3 In addition to his rights of termination under Clause 18.2, the Purchaser shall be entitled to terminate the Contract by giving to the Supplier not less than 30 days notice to that effect.

18.4 On the breach of clause 17.1 or 17.2 the purchase reserves the right to terminate the contract with immediate effect.

19. RECOVERY OF SUMS DUE

Wherever under the Contract any sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under the Contract or under any other agreement or contract with the Purchaser.

20. ASSIGNATION AND SUB-CONTRACTING

20.1 The Supplier shall not assign or sub-contract any portion of the Contract without the prior written consent of the Purchaser. Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to him under the Contract or these Conditions.

20.2 Where the Purchaser has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Supplier to the Purchaser immediately it is issued.

20.3 Where the Supplier enters a sub-contract with a supplier or contractor for the purpose of performing the Services, he shall cause a term to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

21. NOTICES

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by facsimile transmission and if so sent or transmitted to the address of the party shown on the Purchase Order, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

22. GENERAL

22.1 If any provision of the Contract is held to be invalid or unenforceable by any court of competent jurisdiction, the parties shall promptly seek to substitute such provision with an alternative valid and enforceable provision which seeks to replicate, so far as is possible, the legal, financial and economic effect of the Contract as if the invalid or unenforceable provision were valid and enforceable. In the absence of any such agreement, either party may, on reasonable notice, terminate the Contract.

22.2 The waiver of or acquiescence by any party to any terms or provision of the Contract, or the failure of any party to insist upon strict compliance with any warranty, representation, term, or condition in the Contract, shall not constitute a waiver of any subsequent default or failure, whether similar or dissimilar.

22.3 The Contract and the documents referred to in it contain the entire agreement between the parties in relation to its subject matter and save in respect of any fraudulent misrepresentation by either party supersedes all prior representations, agreements, arrangements and understandings relating to its subject matter between the parties, whether written or oral.

22.4 The Contract may only be amended by the agreement, in writing, of both parties.

22.5 Termination of the Contract shall be without prejudice to the rights and obligations of the parties which have accrued prior to termination. The provisions of Clauses 1, 9, 13, 14, 16, 19, 22, 23 and 24 shall survive termination of the Contract.

22.6 Where possible, all written communication to The Board must be on double-sided print.

22.7 The supplier shall comply with The Environmental Protection Act 1990, The Control of Pollution (Amendment) Act 1989, The Waste Management Licensing Regulations 1994 (as amended) and The

Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991 (or any other equivalent legislation giving effect in any part of the European Economic Area to the Directive on Waste 75/442/EEC).

23. GOVERNING LAW

The Contract shall be governed by and construed in accordance with Scottish law and subject to Clause 22 the parties hereby irrevocably submit to the exclusive jurisdiction of the Scottish courts.

24. TUPE

24.1 The Supplier recognises that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall (a) transfer to the Supplier on the commencement of the Contract; (b) transfer to another supplier on the expiry of the Contract.

24.2 During the period of six months preceding the expiry of the Contract or after the Purchaser has given notice to terminate the Contract or the Supplier stops trading, and within 20 working days of being so requested by the Purchaser, the Supplier shall fully and accurately disclose to the Purchaser or to any person nominated by the Purchaser information relating to employees engaged in providing the Services in relation to the Contract in particular, but not necessarily restricted to, the following:

(a) the total number of personnel whose employment with the Supplier is liable to be terminated at the expiry of this Contract but for any operation of law; and

(b) for each person, age and gender, details of their salary, date of commencement of continuous employment and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given); and

(c) information about the other terms and conditions on which the affected staff are employed, or about where that information can be found; and

(d) details of pensions entitlements, if any.

24.3 The Supplier shall permit the Purchaser to use the information for the purposes of TUPE and of re-tendering, which shall include such disclosure to potential suppliers as the Purchaser considers appropriate in connection with any re-tendering. The Supplier will co-operate with the re-tendering

of the contract by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

24.4 The Supplier agrees to indemnify the Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision or disclosure of information permitted under this Clause.

24.5 In the event that the information provided by the Supplier in accordance with this Clause becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Supplier becoming aware that the information originally given was inaccurate, the Supplier shall notify the Purchaser of the inaccuracies and provide the amended information. The Supplier shall be liable for any increase in costs the Purchaser may incur as a result of the inaccurate or late production of data.

24.6 The provisions of this Condition 25 shall apply during the continuance of this Contract and after its termination howsoever arising.

25. OCCUPATIONAL HEALTH

25.1 All personnel involved in direct clinical care prior to commencement of clinical duties must:

(a) be checked for tuberculosis disease/immunity. This involves a visible check for a BCG scar or undergoing Mantoux testing to determine TB status; and

(b) be **offered** hepatitis B immunisation with post-immunisation testing of response; and

(c) be **offered** tests for hepatitis C and HIV status; and

(d) be up to date with their routine immunisations including but not limited to tetanus, diphtheria, polio and MMR (measles, mumps and rubella). Satisfactory evidence of protection would include documentation of having received two doses of MMR or positive antibody blood tests for measles and rubella

25.2 All Personnel not involved in direct clinical care but operating in a healthcare setting prior to commencement of non-clinical duties must:

(a) be up to date with their routine immunisations including but not limited to tetanus, diphtheria, polio and MMR (measles, mumps and rubella). Satisfactory evidence of protection would include

documentation of having received two doses of MMR or positive antibody blood tests for measles and rubella

25.3 Personnel in either of the groups detailed above who will be working in a high risk area should also

be checked for immunity to chicken pox (Varicella).

25.4 Personnel who will be undertaking high risk procedures **must be** checked for Hepatitis B, Hepatitis C and HIV status.

SUPPLEMENTARY NOTICE

1. PROTECTING THE ENVIRONMENT

Suppliers to NHS GG&C are requested to satisfy themselves that no product will be supplied or used in the Supply of Goods to the Purchaser which will endanger the health of the consumers or others, will cause significant damage to the environment during manufacture, use, or disposal, which consumes a disproportionate amount of energy during manufacture, use, or disposal, which causes unnecessary waste because of over-packaging or because of an unusually short shelf life, or which contains materials derived from threatened species or threatened environments.

2. LATE PAYMENT OF INVOICES

Suppliers to NHS GG&C are requested to address complaints regarding late payment of invoices to, in the first instance, the addressee of the invoice and, in the second instance to the relevant commodities manager. This procedure is suggested as the best practical way of ensuring problems of late payment are resolved, and is not intended to interfere with Suppliers' legal rights.

THIS NOTICE DOES NOT FORM PART OF THE CONDITIONS OF CONTRACT