

## **Legal Declaration**

### **Tennis Coaches**

I/We hereby tender and offer to provide the Contract as listed above, which is more particularly referred to in the Invitation to Tender ('ITT') supplied to me/us for the purpose of tendering for the provision of the Services (as defined in the ITT) and upon the terms thereof.

I/We confirm that the documents requested in the ITT document have been included within our submission.

I/We confirm that we accept the Contract Conditions as issued with the ITT without any reservations or proposed changes.

I/we confirm that I/we have (or confirm I/we will obtain if successful in my/our bid) all the necessary levels of insurances and any professional qualifications required, as stated in the ITT.

I/We understand that the Council reserves the right to accept or refuse this Tender Submission whether it is lower, the same, or higher than any other Tender Submission.

I/We confirm that the information supplied to you and forming part of this Tender Submission, including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/we hereby certify that I/we have not canvassed, nor intend to canvass any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

### **Counter-Terrorism**

I/we acknowledge that, the Council has a duty under the Counter-Terrorism and Security Act 2015 ("CTSA") to have due regard to prevent people from being drawn into terrorism. I/we shall facilitate the Council's compliance with its duty pursuant to the CTSA and I/we shall have regard to the statutory guidance issued under section 29 of the CTSA and in particular I/we shall ensure that staff are appropriately trained to:

- i. understand what radicalisation means and why people may be vulnerable to being drawn into terrorism;
- ii. be aware of extremism and the relationship between extremism and terrorism;
- iii. know what measures are available to prevent people from becoming drawn into terrorism and how to challenge the extreme ideology that can be associated with it.
- iv. obtain support for people who may be exploited by radicalising influences;

And where I/we identify or suspect that someone may be engaged in illegal terrorist related activity, I/we must refer such person or activity to the police.

### **Modern Slavery Act 2015**

Companies must ensure that their company and supply chains are free from slavery which includes:

- Paying the living wage in the country
- Providing poor conditions or work practice
- Domestic Servitude
- Sex Trafficking
- Forced Labour
- Bonded Labour
- Child Labour
- Forced Marriage
- Trafficking in human beings

Every Organisation from April 2016 with annual turnover over £36m or more will be required to produce a slavery and human trafficking statement for each financial year. Details regarding the act can be found on the Government website:

<http://www.legislation.gov.uk/ukpga/2015/30/section/54/enacted>

Failure to comply may result in an injunction through the High Court or an unlimited fine.

I/We confirm that I/we understand the requirements of the Modern Slavery Act 2015 and shall comply in all respects where these apply to me/us

### **Anti Bribery**

Bribery Laws

means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption

- 1.1 For the purposes of this clause 0 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 1.2 The Supplier shall ensure that it and each person referred to in Conditions of Contract clauses 1.2.1 to 1.2.3 (inclusive) does not, by any act or omission, place the Council in breach of any Bribery Laws. The Supplier shall comply with all applicable Bribery Laws in connection with the performance of the services and this Agreement, ensure that it has in place adequate procedures to prevent any breach of this clause 0 and ensure that:
- 1.2.1 all of the Supplier's personnel and all direct and indirect subcontractors, suppliers, agents and other intermediaries of the Supplier;
- 1.2.2 all others associated with the Supplier; and
- 1.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 1.2.1 and/or 1.2.2, involved in performing services for or on behalf of the Supplier or with this Agreement so comply.
- 1.3 Without limitation to clause 1.2, the Supplier shall not in connection with the performance of the services and/or this Agreement make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- 1.4 The Supplier shall immediately notify the Council as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 0.
- 1.5 Any breach of this clause 0 by the Supplier shall be deemed a material breach of this Agreement that is not remediable and entitle the Council to immediately terminate this Agreement by notice.

### **Anti-Fraud and Money Laundering**

**Anti-Fraud and Money Laundering Laws**

means the Fraud Act 2006, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and associated guidance and all other applicable United Kingdom laws, legislation,

statutory instruments and regulations in relation to bribery or corruption

- 1.1 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Supplier (including its shareholders, members and directors) and to prevent and/or report suspected money laundering in connection with the Agreement, all in accordance with legal obligations contained in Anti-Fraud and Money Laundering Laws.
- 1.2 The Supplier shall notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur or if it suspects the commission of money laundering offences.
- 1.3 If the Supplier engages in conduct prohibited by clause 1.1 or commits fraud in relation to the Agreement or any other contract with the Council, the Council may:
  - 1.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Agreement; or
  - 1.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

### **Statement of non-collusion**

I/we certify that this Tender Submission is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer). I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- (a) communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender Submission;
- (b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- (c) offer or pay or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work.

I/We confirm that the undersigned are authorised to commit the Bidder to the contractual obligations contained in the ITT and the Contract.

**Dated this                      Day of                      2021**

**Signature(s)**

**Name(s)**

**Position**

**Duly authorised to sign tenders for and on behalf of**