

**Subject to Contract  
Contract Denied**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE MINISTER FOR JUSTICE AND EQUALITY**

**AND**

**[CONTRACTOR]**

**FOR**

**THE RECEPTION AND CARE OF ASYLUM SEEKERS  
AT**

**[PREMISES]**

**FOR THE PERIOD**

**FROM [START DATE] TO [FINISH DATE]**

# Memorandum of Agreement: Table of Contents

## Preamble / Citation

### Clauses:

1. Reception/Registration
2. Accommodation Centre House, Rules and Procedures
3. Accommodation
4. Housekeeping
5. Catering Services
6. Staffing
7. Security and Supervision
8. Financial
9. Statutes and Regulations
10. Fire Certification
11. Public Liability
12. Mandatory Services
13. Penalties
14. Termination
15. Miscellaneous
16. Notices.

### Appendices:

- |                                      |                    |
|--------------------------------------|--------------------|
| I. Official Register and Forms       | (Clause 1.3)       |
| II. Furnishing of Accommodation Unit | (Clause 3.4)       |
| III. Menu List                       | (Clause 5.2)       |
| IV. Needs of Young Children          | (Clause 5.5)       |
| V. Payments                          | (Clauses 8.2, 8.4) |

### Signatures

MEMORANDUM OF AGREEMENT MADE THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016  
BETWEEN [CONTRACTOR] (hereinafter called "the Contractor") OWNER OF THE PREMISES  
KNOWN AS [PREMISES] (hereinafter called "the Centre") SITUATED AT [PREMISES], of the  
one part and THE MINISTER FOR JUSTICE AND EQUALITY having his/her principal office in  
the State at St. Stephen's Green in the city of Dublin (hereinafter called "the Minister") of the  
other part.

Whereas:

1. The Contractor is the owner of the Centre situate at [PREMISES].
2. The Minister has adopted a programme for the provision of accommodation to asylum seekers within the State and has allocated this task to the Reception and Integration Agency (hereinafter called "The Agency").

**NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-**

The Contractor hereby agrees to provide residential full board accommodation and other services hereinafter described which said accommodation and other services shall be to a standard which is reasonable having regard to the daily needs of Asylum Seekers.

The term of this Agreement, which shall supersede and replace any previous Agreements between the Parties, shall be [TERM] and such term shall commence on [START DATE] and shall finish on [FINISH DATE]. Nothing in this Agreement shall be taken to commit either party to any renewal of this Agreement.

## 1.0 RECEPTION

1.1 The Contractor shall accept, for the provision of full board accommodation and other services, any person whom the Agency refers to the Centre. Notification of any placement shall include details of previous Agency accommodation, if any.

1.2.1 The commencement date for placing Asylum Seekers at the Centre shall be determined by the Agency having regard to overall accommodation requirements and this may necessitate placement on an agreed phased basis over a period of time until the agreed maximum capacity is reached. Payment under Paragraph 8.2 will reflect any such phasing arrangement.

1.2.2 It shall be the responsibility of the Contractor to endeavour to ensure maximisation of capacity in each accommodation unit at all times. This may require the transfer of residents to alternative bedrooms within the Centre.

1.3 The Contractor, shall to the best of his/her ability, record the name and Temporary Residence Certificate reference number of each resident in the official register of Asylum Seekers on his/her arrival at the Centre and thereafter on a daily basis - see format at **Appendix I**. The register shall be available for inspection, at all times, by any officer designated by the Minister. In addition, the Contractor shall forward to the Agency by fax/e-mail, before 10.00 pm each Sunday a copy of the updated register, including arrivals, departures, vacancies and reconciliation sheets. This information must be presented in the agreed format, either (i) computer generated and e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie) or (ii) typed and faxed to **The Reception & Integration Agency at the fax number shown on the bottom of the form**.

1.4.1 It shall be the responsibility of the Contractor to contact the relevant Community Welfare Officer (CWO) to enable the CWO to ensure that all new arrivals receive any statutory entitlements to which they are entitled.

1.4.2 Where a resident informs the Contractor that s/he is vacating the accommodation the contractor shall inform the relevant CWO and fax/e-mail details to the Agency.

1.4.3 The Contractor will be advised by the Agency of all current fax numbers and e-mail addresses for the purposes of this Clause.

## **2.0 ACCOMMODATION CENTRE HOUSE, RULES AND PROCEDURES**

2.1 The Accommodation Centre House, Rules and Procedures are as set out in the Agency's booklet dated **2015** (or any amended version thereof). The Contractor shall ensure that all staff are aware of the contents of this booklet and that a copy of the booklet is given to residents on arrival.

2.2 The Contractor will operate a strict code of practice for persons working in the Centre, as set out in the Agency's Code of Practice dated **29 SEPTEMBER 2005** (or any amended version thereof) and shall ensure that all persons working in the Centre are aware of this Code of Practice.

2.3 The Contractor will ensure that a child protection policy is in place, that all staff are aware of this policy and that it is adhered to.

## **3.0 ACCOMMODATION**

3.1 The Contractor agrees that the Centre shall be reserved entirely for the reception and care of Asylum Seekers.

3.2 The Contractor will be responsible for carrying out checks on all accommodation units, on a weekly basis at least;

3.3 The Contractor may not assign or sub-contract any or all of his/her obligations under this Agreement to any other person or body without the prior written consent of the Minister.

3.4 The Contractor agrees that no other business will be transacted from the Centre except with the prior written consent of the Minister.

3.5 Each accommodation unit will be adequately furnished and in particular will contain, at a minimum, all the items set out in the inventory in **Appendix II** and the said items shall be suitable for their anticipated use. The Contractor shall be responsible for repairs and/or replacement of any items damaged or broken.

3.6 The Contractor will ensure that the accommodation is provided with adequate heating.

3.7 The Contractor shall be responsible for all internal and external maintenance and shall keep the Centre in good and tenantable repair, order and condition and shall indemnify the Minister in relation to any claims which might arise from the Contractor's non-performance in this respect.

3.8 The Centre shall have, as a minimum, separate landline telephone and separate facsimile facilities available on site.

3.9 All entertainment/leisure facilities provided by the Contractor on site for use by residents shall be free of charge or be at a nominal charge as agreed in writing with the Minister.

3.10 Where the Centre has a Licensed Premises on site, the Contractor must ensure that there is no direct access to the licensed premises from areas used by residents. The Contractor must ensure that no alcoholic beverages are for sale or stored at the Centre.

3.11 The Contractor shall make available at the Centre, if required, all requisite office and/or ancillary accommodation as agreed between the parties, for use by the Agency or other Statutory Agencies in connection with the provision of necessary services relating to the Centre for the reception and care of Asylum Seekers.

3.12 The Contractor will put in place a procedure to allow residents to receive visitors. Such visitors may be received in areas specified as suitable by the Contractor, subject to the Contractor's right to refuse admission in an individual case, daily at least between the hours of 10 a.m. and 10 p.m. Each visitor should be signed in by the resident being visited prior to gaining admission to the Centre. It shall be the responsibility of the Contractor to ensure that visitors vacate the Centre as required.

3.13 The Contractor agrees to provide a secure facility to all residents for the storage of valuables but provided that the Contractor shall not be responsible for insuring any of the residents belongings or valuables, and it is acknowledged that such belongings/valuables are held by the residents at the Centre at their own risk, and the Contractor shall be entitled to erect signs within the Centre specifying this.

3.14 The Contractor will ensure that the kitchen and dining areas are of sufficient size to cater for the number of residents at the Centre.

3.15 The Minister reserves the right of his/her nominated agents to inspect the centre at all times in order to ensure that all requisite standards are being met. The person carrying out the inspection shall identify himself/herself to the contractor/manager on duty on arrival.

3.16 The Contractor must put in place procedures for the distribution of post to residents.

#### 4.0 HOUSEKEEPING

- 4.1 Each resident shall be supplied with 2 towels on arrival, which will be replaced as required but at least on a weekly basis.
- 4.2 The Contractor will also ensure that a reasonably adequate supply of soap, shampoo, toothpaste and toilet paper is available in each room and that these are replenished as necessary.
- 4.3 Bed linen shall be replaced as required. Notices of the availability of a laundry service shall be posted prominently within the Centre.
- 4.4 The Contractor shall provide, free of charge, a laundry service either at the Centre or elsewhere, for all residents at the Centre. This service shall be offered, at a minimum, on a weekly basis.
- 4.5 The Contractor will use all reasonable endeavours to ensure that an adequate supply of hot water is available where possible to all residents.
- 4.6 The Contractor shall ensure, insofar as is possible, that only staff, residents, visitors signed in by residents and the Minister's nominated agents are present at the Centre.
- 4.7 Each Centre shall have adequate and appropriate cleaning equipment including brushes, vacuum cleaners, cloths, etc., and an adequate supply of ironing boards and irons.
- 4.8 The contractor must ensure that the accommodation units are cleaned on a weekly basis;
- 4.9 The contractor must ensure that all accommodation units, including those which are vacant or held for emergency accommodation, are checked on a weekly basis, at a minimum. Such checks to include cleaning standards, heating system, smoke detectors and fire fighting equipment (where applicable), and note any maintenance issues requiring attention;
- 4.10 Where residents choose to clean their own accommodation they must be provided with a supply of cleaning materials. In such cases, the contractor is responsible for ensuring that the unit has been cleaned. Where cleaning standards are not maintained by the resident, the contractor has responsibility for cleaning the unit;

4.11 When a unit is vacated, it must be deep cleaned and painted, where required, by the contractor before being assigned to a new resident;

4.12 The contractor must ensure that all communal and administration areas within the centre- i.e. corridors, tea-rooms, showers and any other administrative or meeting area (including areas used by local V.E.C. support groups, pre-schools, offices and consultation areas for doctors, nurses, community welfare officers) and/or any other area deemed by the Agency as "administrative" or "communal"- are cleaned on a daily basis, at a minimum;

## 5.0 CATERING SERVICES

5.1 The Contractor shall provide full board accommodation to all persons resident at the Centre. It shall be the responsibility of the Contractor to prepare, cook and serve breakfast, lunch and dinner each day in a communal facility.

5.2 Full Board shall include breakfast, lunch and a 3 course dinner each day. A sample menu is attached at **Appendix III**. It shows the types and choice of food which may be offered and the Minister reserves the right to make reasonable alterations with regard to types and choice of food offered to Asylum Seekers.

5.3 The menus offered shall reflect

- (i) the reasonable needs of the different ethnic groups accommodated at the Centre, and
- (ii) the reasonable prescribed dietary needs of any person accommodated at the Centre.

5.4 An early breakfast & late evening meal must be provided (in addition to the normal meal service) during Ramadan if the hours of fasting fall outside normal meal times. Please note that the times and dates for Ramadan change on an annual basis, and some years there may be a significant time difference between start and end of normal meal service and the start and end of fasting;

5.5 The Contractor shall provide a 28 day menu cycle to the Agency when requested.

5.6 The Contractor must have reasonable regard to the dietary needs of young children and infants resident at the centre, e.g. the provision of formula and infant food and access to heated milk for children. The Contractor must ensure that all infant food conforms with the "Infant Feeding Guidelines;



5.7 The Contractor must request residents to sign a consent form for changing infant food formula. A copy of the signed consent forms must be maintained for inspection by the Agency.

5.8 Tea/coffee, milk, drinking water and light snacks shall be made available to residents outside of normal meal times.

5.9 Asylum Seekers shall be offered a meal and/or refreshments on arrival at the Centre. When travelling to Dublin, for interview by the Department of Justice and Equality in connection with their application for asylum, they should be provided with a packed lunch.

5.10 The Contractor shall ensure that adequate arrangements are in place for the provision of meals for residents who, in exceptional circumstances, are unable to be present at normal mealtimes.

5.11 If required, a packed lunch to include at least a sandwich, fruit and a beverage, shall be provided for each school going child.

5.12 It shall be the responsibility of the Contractor to ensure that a food safety management system incorporating the principles of Hazard Analysis and Critical Control Points (HACCP) is in place, in keeping with the European Community (Hygiene of Foodstuff) Regulations, 2000 (S.I. No. 165 of 2000).

## **6.0 STAFFING**

6.1 The Contractor shall employ an appropriate number of staff, which must include a daily, seven days a week management presence on site between 8am and 8pm, to ensure the efficient and effective functioning of the Centre at all times.

6.2 The Contractor shall

(i) furnish details of staffing arrangements to the Agency prior to the commencement of this Agreement, and

(ii) furnish details to the Agency of any changes in staffing arrangements as they arise.

**In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.**

6.3 The Contractor is obliged to ensure that relief staff are available at the appropriate level to cover holiday and sick leave.

6.4 The Contractor shall take all reasonable measures to ensure that all staff, employees or other

Centre personnel are of good character and the Contractor and all such staff, employees or other Centre personnel shall be required to be Garda vetted.

6.5 The Contractor shall employ a chef possessing, at a minimum, the National Certificate in Professional Cookery (awarded by FETAC), or equivalent.

6.6 The Contractor shall ensure that all staff employed in the Centre are lawfully entitled to work in, and be employed in, the Republic of Ireland.

## **7.0 SECURITY AND SUPERVISION**

7.1 The Contractor shall be responsible for the security and supervision of the Centre on a 24 hour basis. Such security and supervision shall include ensuring that the Centre's Rules and Procedures are adhered to and that any annoyance and nuisance to neighbours is kept to a minimum. The Minister does not warrant the behaviour of Asylum Seekers and cannot be held responsible for their behaviour in any circumstances. The Contractor shall take all reasonable security or other measures as may be necessary to ensure, insofar as is possible, that the residents comply by the house rules. In this regard the Minister shall provide the contractor with any relevant information which s/he is enabled to provide.

## **8.0 FINANCIAL**

8.1 The agreed capacity for this Centre is as specified in **Appendix V**. **The Contractor shall ensure the availability of sufficient bedspaces to achieve this capacity at all times.** Should the Contractor be in breach of this agreement so that the number of persons whom the Contractor here agrees shall be accommodated cannot be so accommodated in the Centre, then the Contractor shall pay to the Minister as liquidated damages the sum of **€50.00** for each person less than the total number of persons agreed to be accommodated who cannot be so accommodated for each night that the breach continues. The sum of liquidated damages payable under this clause may be deducted by the Minister from the sum payable under clause 8.2. Liquidated damages shall be payable even where the Minister wishes to terminate the agreement, whether under Clause 12.1 or 12.2.

8.2 Payments under this Agreement, inclusive of VAT, will be made every four weeks as specified in **Appendix V**. This amount is an all-inclusive sum in respect of provision of accommodation and all other services outlined in this Agreement.

8.3 The sum agreed will be paid every four weeks in advance.

8.4 In the event that the Minister wishes to terminate this Agreement within the period of the Agreement where s/he deems it necessary to do so, (other than for the reasons specified in Clause 12.1 or 12.2), s/he may do so, without making a default payment, by giving 12 weeks written notice to the Contractor.

8.5.1 This agreement is subject to review on the [REVIEW DATE]. At this review the Minister reserves the right to reduce the capacity for the remainder of the Contract. The Minister shall indicate to the Contractor no later than ----- his intentions in relation to any possible renewal of the Agreement.

8.5.2 The Minister proposes to have quarterly Service Level Delivery meetings a year. The dates will be agreed by both parties.

8.6 The Minister shall indicate to the Contractor no later than the above review dates his intentions in relation to any possible renewal of the Agreement. Nothing in this Agreement shall be taken to commit either party to any such renewal.

8.7 The Contractor warrants that s/he has good title to the Centre (subject to any Mortgage, where applicable) and can provide the accommodation and other services contained in this Agreement. The Contractor shall produce evidence of his/her interest in the Centre if requested to do so by the Minister. **In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.**

8.8 The Contractor must comply with all statutory charges and levies in relation to the Centre and must supply an original current valid Tax Clearance Certificate, within ten working days of being requested, before payment under the agreement is effected. **In addition, payments under this agreement are at all times conditional on the Contractor being in possession of a current valid tax clearance certificate.**

## 9.0 STATUTES AND REGULATIONS

9.1 It shall be the responsibility of the Contractor to ensure that the premises complies and operates in accordance with all relevant statutory requirements of Local Authorities and other Agencies in relation to planning, building bye-laws, bedroom capacity, food, food hygiene, water supply, sewage

disposal, fire precautions, minimum pay, legally binding industrial or sectoral agreements and health and general safety, including:

- ▶ Building Control Acts 1990 and 2007;
- ▶ Building Regulations 1997 to 2009;
- ▶ Building Control Regulations 1997 to 2009;
- ▶ Employment Permit Acts, 2003 and 2006;
- ▶ European Communities (Drinking Water) Regulations 2000 to 2007;
- ▶ European Communities (Hygiene of Foodstuffs) Regulations 2000 to 2009;
- ▶ European Communities (Official Control of Foodstuffs) Regulations 1998;
- ▶ Fire Services Acts, 1981 and 2003;
- ▶ Food Hygiene Regulations, 2000;
- ▶ Housing Acts, 1966 to 2004;
- ▶ Industrial Relations Acts 1946 to 2004;
- ▶ National Minimum Wage Act 2000;
- ▶ Planning and Development Acts 2000 to 2005;
- ▶ Private Security Services Act, 2004;
- ▶ Safety, Health & Welfare at Work Act, 2005;
- ▶ Tourist Traffic Acts, 1939 to 2003;
- ▶ Any statutory modification or re-enactment of same; and,
- ▶ Any other relevant Act or Regulations as may be notified by the Minister to the Contractor.

9.2 In the event of the Contractor failing to operate substantially in accordance with the statutory requirements as set out in Clause 9.1, the Minister reserves the right to terminate the Agreement in accordance with Clause 12.1.

9.3 At the request of the Agency, the Contractor shall be obliged to provide evidence of the appropriate planning permission and compliance with building and other relevant regulations for the centre.

9.4 Under the Immigration Act 2004 the identity of Asylum Seekers is required to be protected and the Contractor and his/her staff shall put in place measures that ensure such protection is maintained. Save in respect of bona-fide support groups, no information likely to lead members of the public to identify a person as an applicant shall be made available without the consent of that person. In addition, all requests from media organisations in relation to the Asylum Seekers resident at the Centre must be referred to the Agency.

9.5 All information relevant to the carrying out by the Contractor of his/her obligations under the Agreement shall be treated as proprietary and confidential to the party imparting same to the Contractor. All information covered by this clause must be protected at all times to ensure its confidentiality.

9.6 The Contractor and the Minister agree that the Contractor shall use the said information solely for the purposes of the Agreement and that s/he shall not at any time, during or after completion, expiry or termination of the Agreement, disclose same whether directly or indirectly to any third party, without the prior written consent of the Minister. In the context of the Data Protection Acts, 1988 and 2003 contractors will be data controllers within the meaning the acts where such data is held on computer and shall register as such with the Office of the Data Protection Commissioner.

9.7 The Contractor agrees that all databases created by him/her for the Minister shall be the joint property of the Minister and of the Contractor and that all copyright in the databases shall belong to the Minister and the Contractor jointly. The Contractor and the Minister undertake with each other to provide to each other full details of tables, fields and structures of databases along with any other information reasonably necessary to enable the Minister and the Contractor respectively to administer, utilise and amend, where necessary, the databases.

9.8 The duties of confidentiality referred to above shall not apply in respect of any information which:

- ▶ has become or becomes generally available to the public through no fault of the party receiving it;
- or
- ▶ was already known to the receiving party prior to entering into this Agreement and was not previously acquired by the receiving party from the disclosing party under an obligation of confidentiality or non-use towards the disclosing party; or
- ▶ is information which is disclosable under the Freedom of Information Acts, 1997 and 2003.

## 10.0 FIRE CERTIFICATION

10.1 The Contractor shall comply at all times with the provisions of the Fire Services Acts, 1981 and 2003 and, in this regard, with the requirements of the local authority Fire Officer. In the event of correspondence from the Fire Officer resulting in loss of capacity at, or temporary closure of, the Centre by the Fire Officer or the Agency, the financial terms specified in Clause 8.2 shall be adjusted to reflect such loss of capacity or temporary closure. **In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.**

10.2 The Contractor shall be obliged to provide, annually, to the Agency written confirmation of the Office of Public Works [OPW] requirements regarding fire certification together with evidence of ongoing, independent, third party fire safety certification. **In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.**

10.3 A Contractor who knowingly makes a false written confirmation to the OPW requirements regarding fire certification and/or knowingly furnishes a Certificate of Compliance from a competent person which is false shall have his/her Agreement terminated without liability therefore with immediate effect. Moreover, the matter will be considered by the Agency in the light of its criminal implications and may be referred to An Garda Síochána for further investigation.

## **11.0 PUBLIC LIABILITY**

11.1 Prior to the commencement of this Agreement the Contractor shall extend his/her public liability and all risks cover insurance to the entire Centre and shall indemnify the Minister in relation to all claims arising from the operation of the Centre and the contractor shall have the interests of the Minister noted on the public liability insurance policy. The Contractor shall notify his/her insurers of the use to which the Centre shall be put and shall provide his/her insurers with a copy of this agreement, and shall furnish to the Minister evidence that such cover has been procured. The minimum level of such insurance shall be **€6,500,000** in respect of each and every incident, unlimited in any one period of insurance. **In addition, payments under this agreement are at all times conditional on the Contractor being in compliance with this Clause.**

11.2 The Minister accepts no liability whatsoever for any claims howsoever arising as a result of negligence on the part of the Contractor or his servants or agents.

## **12.0 Mandatory Services**

12.1 The Contractor must accommodate any person whom the Agency refers to the Centre;

12.2 It is the responsibility of the Contractor to endeavour to ensure maximisation of capacity at all times;

12.3 The Contractor is responsible for assigning suitable accommodation units to each resident or family of residents;

12.4 From time to time the Agency may re-designate the profile of residents assigned to a particular Centre, for example from a family centre to a single male only centre. It is the responsibility of the Contractor to co-operate fully with any such decisions;

- 12.5 The Contractor must record the name and unique Department of Justice and Equality identification number of each resident in an Official Register of residents on his/her arrival and thereafter on a daily basis. The Contractor must comply with any changes in the law or the Minister's requirements regarding registration of asylum seekers that may arise;
- 12.6 The Contractor must forward to the Agency by fax or email, before 12.00 noon each Monday, a copy of the Official Register setting out the current occupancy/vacancy of the centre;
- 12.7 The Contractor must furnish to the Agency all information regarding residents if and when required to do so;
- 12.8 Any complaints by an asylum seeker or incidents involving asylum seekers must be recorded by the Contractor and dealt with in accordance with the procedures laid down in the House Rules and Procedures;
- 12.9 The Contractor must furnish to the Agency all information regarding incidents and accidents at the centre. The information provided should include full details and history of the incident/accident and ongoing updates;
- 12.10 In every incident where the An Garda Síochána are contacted/or called to the centre Agency should be informed as soon as possible and the provisions of 12.9 will apply.
- 12.11 The Contractor must contact a designated Community Welfare Officer (CWO) to ensure that all new arrivals receive their statutory entitlements. Contact names will be provided by the Agency;
- 12.12 Where a resident informs the Contractor that s/he is vacating the accommodation, the Contractor must inform the Agency. If a resident has not used the accommodation for a period of 3 consecutive nights, the Contractor must inform the Agency. The Contractor may also be required to contact other parties (e.g., CWO, etc);
- 12.13 The Contractor must display the Agency's House Rules and Code of Practice and all designated posters/other information prominently at the Centre. The Contractor will provide a copy of the house rules to each resident on arrival as part of an information pack;
- 12.14 The Agency encourages the development of support groups to assist residents in establishing links with sport or community groups, etc. The Contractor should promote participation in any entertainment / leisure facilities and provide rooms, where available, on site for use by residents, which must be free of charge;
- 12.15 At the request of the Agency the Contractor will maintain all existing arrangements with outside agencies (e.g., NGOs, Health Boards, and educational or other support groups);
- 12.16 The Contractor must put in place procedures to allow residents to receive visitors in the designated areas of the centre;
- 12.17 The Contractor must put in place procedures for the distribution of post to residents;
- 12.18 The Contractor must arrange regular and frequent meetings with residents to disseminate information and allow residents to raise any issues of concern. The Contractor must maintain a record of all such meetings including any agreed outcome;

12.19 The Contractor must co-operate with Agency, Department of Education and local schools to ensure all school age asylum seekers are placed in schools;

12.20 For Health and Safety reasons the Contractor will be responsible for carrying out regular and frequent checks on all accommodation units, in order to ascertain any maintenance or safety issues that are required to be addressed. The Contractor should at all times be mindful of the residents' privacy.

12.21 The Contractor will be required to provide the Agency with a detailed list of all staff employed at the Centre, to include their names, position and working hours. The Contractor must inform the Agency of any staff changes during the course of the contract, ensuring that the Agency has an up-to-date list at all times. The Agency reserves the right to verify such information;

12.22 The Agency recognises that the quality of the food provided to asylum seekers can be reflected in the contentment of the residents at our Centres. The Agency considers the provision of good, nutritious food to be of vital importance to the smooth operation of any Centre. The Contractor will be obliged to consult with the residents at on an ongoing basis regarding the menus;

12.23 The Contractor must ensure that a food safety management system incorporating the principles of Hazard Analysis and Critical Control Points ("HACCP") or equivalent is in place in accordance with the European Community (Hygiene of Foodstuff) Regulations, 2000 (S.I. 165 of 2000);

12.24 The Contractor will be expected to liaise closely with the Agency on an on-going basis, to discuss the implementation of the contract and the operation of the Centre(s);

12.25 The Agency reserves the right to alter the resident profile of a Centre(s) during the term of the contract without any penalty;

12.26 The Contractor is expected to be flexible with regards to suppliers of goods and services for the operation of the accommodation Centre(s), ensuring value for money and quality of goods / services;

12.27 The Contractor is required to ensure that any items provided to residents in the Centre on arrival are available for the next resident on their departure;

12.28 All management staff who provide the Services must have the ability to communicate fluently both verbally and in writing in the English language;

12.29 For operational and/or legislative reasons, further responsibilities may be added during the course of the contract, and will be deemed to be covered by the contract;

12.30 The Contractor must produce within 4 weeks of the execution of the service contract a Safety Statement within the meaning of the Safety Health and Welfare Act 2005 for each Centre(s) and a detailed fire / emergency evacuation plan;

12.31 The Contractor has an ongoing responsibility to bring fire safety prevention to the attention of residents.

12.32 The Contractor will be responsible for the implementation of all fire safety procedures and for ensuring all Fire Registers are completed and are kept up-to-date;



12.33 The Contractor must ensure that all residents who park their cars in the centre supply proof of ownership, insurance, motor tax and, if necessary, NCT certificate and are issued with a parking permit;

12.34 The Contractor will be expected to fully implement any policies/guidelines required by the Agency, including Infant Feeding Guidelines, Child Protection Policy, House Rules and "Code of Conduct". Copies of these codes and guidelines are available at [www.ria.gov.ie](http://www.ria.gov.ie) .;

12.35 Agency staff and nominated third parties carry out inspections (formal, informal and adhoc) and bed audits at accommodation centres on a regular basis, to ensure that all requisite standards are being met. The Contractor must ensure that staff at the centre cooperate fully with any such inspections;

### **13.0 Penalties**

13.1 The Agency reserves the right to reduce the amount paid to the Contractor in the following cases:

- Where the ethnic or dietary needs of residents are not being adequately met, or where a supply of baby food is not available to residents during mealtimes.
- Where the accommodation units are not cleaned on a weekly basis.
- Where the Contractor fails to provide adequate heat in the accommodation units.
- Where the Contractor fails to supply adequate toiletries to the residents.
- Where the Contractor fails to provide the appropriate staffing list.

The reduction maybe up to 10% of the total daily costs under price per person per day.

13.2 Penalties will only be imposed after prior consultation with the Contractor and a reasonable period of time is given to make good and remedy deficiencies.

### **14.0 TERMINATION**

14.1.1 If either party is in material breach of this Agreement, the party not in default may, by written notice to the party in default, specify the breach complained of and specify a period of 30 days, or such longer period as may be necessary in the circumstances, in order to remedy such breach. If the breach is not remedied within such time, the party not in default may terminate the Agreement by giving 7 days notice in writing. Termination in accordance with this clause shall be without prejudice to any claim which either party may have against the other with regard to any antecedent breach of this Agreement by either party.

14.1.2 If the Contractor is in breach of either Clause 10.2 or Clause 11.1 of this Agreement, the Minister may, by written notice to the Contractor, specify the breach complained of and specify a

period of 7 days, or such longer period as may be necessary in the circumstances, in order to remedy such breach. If the breach is not remedied within such time, the Minister may terminate the Agreement by giving 7 days notice in writing. Termination in accordance with this clause shall be without prejudice to any claim which either party may have against the other with regard to any antecedent breach of this Agreement by either party.

14.2 If the Contractor becomes bankrupt or goes or is put into liquidation (other than solely for solvent amalgamation or reconstruction) or if a Receiver is appointed over all or any part of his/her business or assets or an administration order is made in respect of him/her, the Minister may regard any such circumstances as grounds for immediately terminating the Agreement without liability therefor.

14.3 Termination under Clauses 14.1 and 14.2 shall not discharge either party from liability for payment of any sums already due to date of termination or from the duty of confidentiality applicable under this Agreement.

13.4 Upon termination or non-renewal of the agreement for whatever reason, each party will immediately deliver up any property belonging to the other party which it has in law no contractual right to retain.

## **15.0 MISCELLANEOUS**

15.1 This Agreement shall be governed by the laws of the Republic of Ireland as the same are applicable to agreements to be wholly performed in the Republic of Ireland and the parties hereto submit to the jurisdiction of the Courts of the Republic of Ireland.

## **16.0 NOTICES**

16.1(1) Any Notice required to be made, given to or served on the Minister under this agreement shall be duly and validly made, given or served if addressed to the Minister and delivered by hand or sent by pre-paid registered post to the Minister's principal office in this State; and

(2) any Notice required to be made, given to or served on the Agency under this agreement shall be duly and validly made, given or served if addressed to the Agency and delivered by hand or sent by pre-paid registered post or recorded delivery mail or facsimile transmission to its last known address; and

(3) any Notice required to be made, given to or served on the Contractor under this Agreement shall be duly and validly made, given or served if addressed to the Contractor (and if there shall be in any case more than one of them), then to any of them, and delivered by hand or sent by pre-paid registered post or recorded delivery mail to the last known address or to the address of the Centre.

16.2 Where a notice under this Agreement has been sent by post to the Minister, the Agency or the Contractor in accordance with clause 16.1, the notice shall be deemed to have been duly given to or served on the recipient on the third day after the day on which it was so sent.

**FORM 1 OF 5 FORMS: OFFICIAL REGISTER**

Accommodation Centre: **[PREMISES]**

Contractor / Manager: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Week Ending: \_\_\_\_\_ / \_\_\_\_\_ / 201\_\_\_\_\_

(PLEASE TYPE IN OR USE BLOCK CAPITAL LETTERS) Please mark as follows: P = Present X = Absent H = Bed held while in hospital etc.

Room No	Bed Type: Double, Single, Twin, Bunk	Occupancy		Name	Nationality	Temporary Residence Certificate reference number	Mon	Tues	Wed	Thur	Fri	Sat	Sun
		Max	Current										

The Register should be faxed to 01-4183220 or e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie)

**FORM 2 OF 5 FORMS: VACANCIES**

Accommodation Centre: **[PREMISES]**

Contractor / Manager: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Week Ending: \_\_\_\_/\_\_\_\_/ 201\_\_\_\_

(PLEASE TYPE IN OR USE BLOCK CAPITAL LETTERS)

ROOM No	Bed Type	Free Spaces	Single / Family	If Single: Male / Female	If Sharing preferred Nationality	Comment

Notification of any new vacancies should be faxed to **01-4183220** or e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie)

FORM 3 OF 5 FORMS: NEW ARRIVALS

Accommodation Centre: [PREMISES]

Contractor / Manager: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Week Ending: \_\_\_\_/\_\_\_\_/ 201\_\_\_\_

(PLEASE TYPE IN OR USE BLOCK CAPITAL LETTERS)

NAME	NATIONALITY	TRC Ref. No	DATE OF ARRIVAL

Notification of any new arrivals should be faxed to 01-4183220 or e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie)

FORM 4 OF 5 FORMS: DEPARTURES

Accommodation Centre: **[PREMISES]**

Contractor / Manager: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Week Ending: \_\_\_\_/\_\_\_\_/ 201\_\_\_\_

**(PLEASE TYPE IN OR USE BLOCK CAPITAL LETTERS)**

NAME	NATIONALITY	TRC Ref. No	DATE OF LEAVING	COMMENT; NEW ADDRESS; REASON FOR LEAVING

Notification of any new departures should be faxed to **01-4183220** or e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie)

FORM 5 OF 5 FORMS: RECONCILIATION

Accommodation Centre: [PREMISES]

Proprietor/Manager: \_\_\_\_\_

Week Ending Sunday \_\_\_\_\_ 201\_\_\_\_

(a.) Capacity (as per contract): [CENTRE CAPACITY]

(b.) Current Occupancy: \_\_\_\_\_

(c.) Current Useable Vacancies: \_\_\_\_\_

(d.) Unavailable: \_\_\_\_\_ e.g. room occupied by Family (i.e. unused beds in family room), maintenance etc.

Total (b + c + d): [CENTRE CAPACITY]

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ 201\_\_\_\_

Reconciliation sheets should be kept separate from the main register and should be faxed to **01-4183223** or e-mailed to [riaregisters@justice.ie](mailto:riaregisters@justice.ie)



## APPENDIX II: Furnishing of Accommodation Unit (Clause 3.4)

Each accommodation unit or bedroom shall have:

- ▶ a television with the following channels as a minimum with a reasonable choice:-  
(e.g). RTE 1; Network 2; TV3; TG4; BBC 1; BBC 2; ITV and Channel 4;
- ▶ at least one electrical outlet suitable for the attachment of electrical equipment;
- ▶ an effective means of heating capable of maintaining, when required, a room temperature of 20° Celsius; and
- ▶ one or more fitted smoke alarms, and fire evacuation advice notice.

Each bedroom shall contain furniture, fittings and equipment of good quality condition, for sleeping and for storage, including hanging of clothing.

Each bathroom area, whether or not en-suite to a bedroom, shall contain a bath or shower of approved manufacture which shall be fixed complete with all plumbing for the continuous supply of hot and cold water and the disposal of waste. Bathrooms and toilets shall have an effective system of natural or artificial ventilation and shall be equipped with the usual accessories e.g. mirror, towel rail, clothes hooks, bath mat, seat and a clean and ample supply of toilet requisites e.g. soap, shampoo, toothpaste, toilet paper, etc.

### **APPENDIX III: Menu List (Clause 5.2)**

#### **BREAKFAST:**

Must include: Eggs, and

- ▶ Minimum choice of 3 cereals, e.g. muesli, cornflakes, porridge, branflakes, crisped Rice, wheaten breakfast biscuits, and
- ▶ Choice of 2 Juices, e.g. orange, grapefruit, cranberry, apple, and
- ▶ Selection of Fruit
- ▶ Milk / Tea / Coffee / Toast / Brown and White Bread / Rolls / Selection of spreads / selection of jams and preserves.

#### **LUNCH:**

Must include:

- ▶ Starter- salad options / soup, and
- ▶ Choice of 2 light main courses, one hot and one cold option to vary daily,
- ▶ Vegetarian option,

#### **DINNER:**

Must include:

- ▶ Choice of 2 starters, (one hot and one cold), and
- ▶ Choice of 3 Main Courses (to vary daily) to include a meat dish, a fish dish and a vegetarian dish, and
- ▶ Dessert / yoghurt, and
- ▶ Tea / coffee / milk / soft drink beverage / drinking water

#### **NB**

1. **It is recommended that rice, as well as potatoes and chips, be served with all main dishes at lunch and dinner.**
2. **Where applicable, a selection of baby foods and yoghurts must be on display and available.**

#### APPENDIX IV: Needs of Young Children (Clause 5.5)

The following items, at a minimum, should be made available in meeting the needs (including nutritional needs) of young babies and children resident at the Centre:

- 1.1 Facilities to encourage and promote breastfeeding including appropriate display of signage.
- 2.1 Infant Formula - an arrangement in line with the recommendations outlined in the Infant Feeding Guidelines should be put in place for the distribution of infant formula.
- 2.2 The Contractor must request residents to sign a consent form for changing infant formula.
- 2.3 Infant food - in line with the recommendations outlined in the Infant Feeding Guidelines.
- 2.4 Access to fresh water (for the preparation of infant formula)
- 2.5 Sterilizers (sufficient for the number of infant children)
- 2.6 Kettles (for boiling water)
- 2.7 Fridges
- 3.1 Facilitate special dietary needs of children and provide appropriate menus for children. Staff preparing food for children should be familiar with the Department of Health & Children guidelines for preschool services and primary schools. If necessary, staff should receive specific training and/or guidance from local health professionals.
- 4.1 Cots
- 4.2 An emergency supply of disposable nappies.

**APPENDIX V: Payments (Clauses 8.2, 8.4)**

<b>Contractor</b>	<b>[CONTRACTOR]</b>	<b>Initial by RIA</b>	<b>Initial by Contractor</b>
Premises	<b>[PREMISES]</b>		
Term	<b>[TERM]</b>		
Start Date	<b>[START DATE]</b>		
Finish Date	<b>[FINISH DATE]</b>		
Capacity	<b>[CENTRE CAPACITY]</b>		
Rate per person per day (inclusive of VAT)	<b>[RATE PPPD]</b>		
Additional Capacity Rate per person per day (inclusive of VAT)	<b>[ADDITIONAL RATE PPPD]</b>		
Daily Rate (inclusive of VAT)	<b>[DAILY RATE]</b>		
Payable every four weeks (inclusive of VAT)	<b>[28 DAY RATE]</b>		
Total amount payable from <b>[START DATE]</b> to <b>[FINISH DATE]</b> (inclusive of VAT)	<b>[TOTAL PAYABLE]</b>		

