

AUDIO VISUAL SOLUTIONS

FORM OF AWARD FRAMEWORK Y24003



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FORM OF AWARD

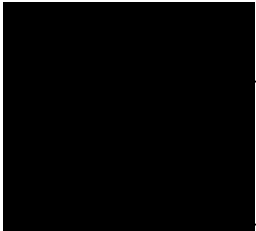
Award Reference: **Y24003 Audio Visual Solutions**

We the undersigned offer to supply The Competition and Markets Authority with the Provision of AV Services (Appendix A), under the Individual Terms and Conditions (Appendix B) as stated in Framework Agreement Y24003 let by Procurement Services.

Ref Y24003 entitled "Audio Visual Solutions" for the timeframe of **11/08/2025 to 10/02/2027**

Authorised to sign for and on behalf of the Supplier

Date: 22/08/2025_____

Signature: _____

Name: _____

Position: _____

Name of Supplier and Registration Number if applicable:

Snelling Business Systems_____

05117092 _____

Registered Address: Laundry Lane_____

Blofield Heath_____

Norwich_____

Telephone: _____

Fax: _____

E-Mail _____

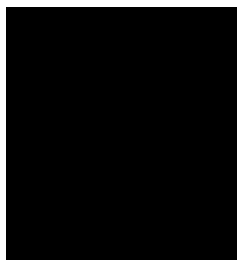
Address: _____

Authorised to sign for and on behalf of the Customer

Date: 20/08/2025_____

Signature: 

Name:



Position:

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SECTION 1 – CUSTOMER’S REQUIREMENTS

1. PURPOSE

- 1.1. The Competition and Market Authority (CMA) requires Audio-Visual (AV) support and maintenance services for all the AV equipment installed at the London, Manchester and Belfast CMA offices. These services are to be provided by qualified and certified AV engineers. The support includes equipment and preventative maintenance as well as day to day support of meetings and events.
- 1.2. The CMA has approximately 70 meeting rooms/spaces in London, x13 rooms in Manchester, x5 rooms in Belfast, that will require support under this contract.
- 1.3. The CMA also has a further x4 meeting rooms in our Darlington and x6 meeting rooms in Cardiff that may require ad-hoc support.
- 1.4. See Annex 1 for a full break down of the rooms at each office location.

2. OBJECTIVES

- 2.1. CMA are looking to achieve the following:
 - Deliver an effective and timely customer focussed service to all end users.
 - Implement an advanced yet flexible support structure that will provide the support and information that meets our organisation’s current and future needs.
 - Reduce day to day running costs by:
 - Minimizing duplication of work and being proactive.
 - Offering a real time response to faults delivery of training.
 - Continuous development to our end users and Technology Team to reduce user support assistance.
 - Provide improved and efficient services to our end users by being able to deploy our AV services in an agile way, with a focus on continual improvement.
 - Minimising downtime of our AV equipment (subject to SLAs) by effective use of IT monitoring tools which would provide with real time and accurate data for fault resolution, strategic decisions, and planning.

3. OUTPUTS/DELIVERABLES

- 3.1. The CMA expects the list of deliverables below as a result of this contract:
 - Asset Register Audit
 - Process and procedure documentation for maintenance and support of AV systems and equipment
 - Process and procedure documentation for the support model

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- Implementation of new ways of working should there be any changes to the existing CMA processes.
- Training Material & Knowledge share
- Process and Procedures documentation for Warranty Management
- Process and Procedures documentation for powering up/down of AV equipment.
- Risk assessment register

4. SCOPE

- 4.1. The CMA wishes to partner with an AV support supplier who has advanced knowledge of AV technologies that can maintain and support the CMA's AV systems.
- 4.2. The supplier shall work collaboratively with the CMA Technology functions to help meet the objectives set out in section 3 of this document.
- 4.3. The supplier shall be capable of supporting and maintaining AV equipment installed by a different provider.
- 4.4. The supplier shall provide CMA with best practise and implementing new ways of working which will enable the business to fully exploit capabilities of the AV equipment.
- 4.5. The supplier shall build strong customer relations with CMA through regular supplier/customer review meetings.
- 4.6. The supplier shall provide CMA with a skills matrix and continuous development through tailored training.
- 4.7. The contract should be flexible to allow the CMA to scale up or down the number resources required.
- 4.8. The supplier shall ensure that engineers working under this contract are certified and or trained in all the CMA AV equipment that is manufacture specific.
- 4.9. The supplier shall ensure engineer undergo regular training to stay updated with the latest advancements in AV technology and repair techniques.
- 4.10. When a Bi-weekly engineer visit is needed, the supplier and the CMA will decide the specific day after the contract is awarded, ensuring flexibility to meet business needs.
- 4.11. The supplier shall provide a fixed rate/bundle for the on-site reactive calls, the CMA expects 26 visits per site per year for the Manchester and Belfast offices.

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5. REQUIREMENTS

- 5.1. The Supplier shall deliver their AV services in line with the Supplier service proposal listed in Appendix A – Section 4 and all requirements within this document.
- 5.2. The current infrastructure listed in Annex 1 and Annex 2 of this document are included for context of the current infrastructure. Changes to existing infrastructure shall not effect the pricing of this contract
- 5.3. **Confidentiality**
- 5.3.1. The Supplier shall ensure that any staff that are directly involved with the provision of the service completes, signs and returns a Confidentiality Undertaking and Conflict of Interest form found in Appendix A – Section 2 (CUSTOMERS CONFIDENTIALITY UNDERTAKING AND CONFLICT OF INTEREST). The individual must also have read and confirmed in writing that they will abide to the CMA's ICT Acceptable Use Policy, found in Appendix A – Section 3 (CUSTOMERS ICT ACCEPTABLE USE AND ACCESS CONTROL POLICY). Both these actions must be completed by all Supplier staff during the contract period prior to delivering any services.
- 5.4. **Helpdesk and Support Services**
- 5.4.1. The Supplier will provide their helpdesk and support services according to the below requirements:

Ref	Requirement	Location
Support services		
AV01	The supplier is expected to provide the CMA with one (1) dedicated full-time engineer. The engineer shall work from our Canary Wharf, London offices and provide services during CMA's core business hours: Monday through Friday, 8 AM to 6 PM.	London
AV02	<i>The supplier shall provide the CMA with one engineer on a part-time basis, three days a week from Tuesday to Thursday. The engineer shall work from our Canary Wharf offices in London and provide services during CMA's core business hours, which are Monday to Friday, 8 am to 6 pm.</i>	London
AV03	<i>The Buyer may request a change in requirements to the dedicated engineers, both full-time and part-time. This could include removal of these dedicated roles. The Buyer must give the Supplier 90 days' notice of these changes.</i>	London
AV04	<i>Transfer of Undertakings (TUPE) may also apply at the start of the contract and at the end. The Supplier is required to confirm its position as part of their response to this requirement.</i>	London
AV05	<i>The supplier shall provide full day engineer attendance for Belfast & Manchester sites on a bi-weekly basis between the hours of 8am-5pm (26 visits per calendar year) for maintenance, testing and repairing of equipment onsite.</i>	Belfast Manchester
AV06	<i>Where a fault occurs on or after the full day engineer attendance, the supplier shall provide reactive next business day onsite service support</i>	Belfast Manchester
AV07	<i>The supplier shall provide resources as needed in the Darlington office for ad-hoc support and maintenance.</i>	Darlington Cardiff

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Ref	Requirement	Location
AV08	<i>The engineers shall be flexible on the working hours and are expected to provide services outside of the CMA core business hours (Monday – Friday 8am-6pm) when required. This will be agreed by both parties and communicated in advance as and when required.</i>	All
AV09	<i>The supplier shall provide CMA with engineers with minimum of Baseline Personnel Security standard (BPSS) from the start of the Contract.</i>	All
AV010	<i>The supplier shall ensure that all personnel using CMA issued equipment must comply with the CMA's ICT use policy as attached at [REDACTED]</i>	All
AV011	<i>Managed shutdown and restore of AV after planned building maintenance – The supplier shall provide suitably skilled and qualified engineers onsite to support and manage the powering up and down of AV equipment.</i>	All
AV012	<i>The supplier shall provide processes and procedures for supporting powering down/up of AV equipment.</i>	All
AV013	<i>CMA has other system technologies integrated to the AV system such as a space management system that enables users to book meeting rooms. The supplier shall work with other systems/suppliers where necessary as part of the AV system to ensure a seamless end to end user experience is achieved</i>	All
AV014	<i>The supplier shall provide second line help desk and support services should the need arise to escalate any issues beyond the onsite engineers.</i>	All
AV015	<i>The supplier shall provide details for remote Helpdesk services that can be provided including ticketing processes, operational hours, and response times.</i>	All
AV016	<i>The supplier should have processes and procedures in place to log issues, diagnose and rectify any issues ensuring you are keeping downtime at minimal.</i>	All
AV017	<i>The supplier shall ensure the standards of good cable management will be adhered to including bundling and marking all cables.</i>	All
AV018	<i>The supplier shall provide CMA with a monthly report of all tickets logged and the resolution details with completion time included.</i>	All
AV019	<i>The supplier shall provide support for any new AV technology that CMA may standardise in the future for the length of the contract.</i>	All
AV020	<i>The supplier shall ensure no break quality of service by providing suitably qualified back-up onsite engineers to cover absences.</i>	All

5.5. Ongoing Routine and Preventative Maintenance Services

- 5.5.1. The following table outlines the key requirements for the ongoing routine and preventative maintenance services to be provided by the supplier. These services are essential to ensure that all hardware and software items remain in optimal working condition, operate reliably, and run the latest versions of firmware and software. The supplier is expected to coordinate maintenance visits, perform necessary repairs, and provide detailed reports on the equipment's status and recommendations for any remedial actions.

Ref	Maintenance Services	Location
AV021	<i>The supplier shall carry out routine and preventative maintenance services at least once a year and coordinate each visit with the appointed CMA's point of contact.</i>	All

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Ref	Maintenance Services	Location
AV022	<i>The supplier shall ensure the preventative maintenance services shall be provided with minimal disruption to service.</i>	All
AV023	<i>Preventative Maintenance Visits (PMVs) shall be used to ensure all items of hardware and software are in good working order, working reliably, running the latest versions of firmware/software.</i>	All
AV024	<i>Where appropriate the supplier shall carry out the necessary repairs as a result of the PMVs to ensure that the equipment continues to operate.</i>	All
AV025	<i>The supplier shall provide all preventative maintenance visits, including dates, equipment checklists, recommended repairs, and replacement analysis as well as recommended time interval for equipment maintenance schedules.</i>	All
AV026	<i>As part of this service, the supplier will be expected to provide CMA with a detailed status report on the outcome of any such PMV and make any recommendations on any remedial actions required.</i>	All
AV027	<i>A project plan will be provided for PMVs as part of the contract, the supplier shall be responsible for documenting the firmware and software status for all items affected hardware.</i>	All
AV028	The supplier shall update AV systems and equipment as needed to align with the CMA change management process, ensuring compatibility with new technologies and enhancing performance and security. This may involve attending the CMA IT Change Advisory Board to present relevant updates.	All
AV029	The supplier shall ensure that all maintenance activities are documented in a detailed log, including the nature of the work performed, parts replaced, software updates, and any other relevant information.	All
AV030	The supplier shall establish and maintain a clear communication channel with CMA to ensure that all maintenance activities are coordinated effectively, and that CMA is kept informed of any developments or issues	All
AV031	The supplier shall manage all Return Material Authorisations (RMAs), ensuring timely processing and replacement of any defective equipment under warranty, and provide CMA with regular updates on the status of RMAs.	All
AV032	The supplier shall ensure that all maintenance work complies with industry standards and manufacturer guidelines to guarantee the longevity and optimal performance of the audiovisual equipment.	All

5.6. Onsite Meeting and Event Support

- 5.6.1. CMA staff attend and host several internal and external meetings. There is a requirement to provide meeting support to these meetings when users book AV support as part of their room booking. Currently staff can book meeting and event support at the London, Manchester and Belfast locations.
- 5.6.2. Engineers visiting bi-weekly should adopt a flexible approach to support meetings or events as needed. In the London office, where a full-time engineer is present, these requests are part of regular tasks. Flexibility is also required for the part-time engineer in London, who may be asked to provide additional support outside their usual schedule with notice. For instance, if multiple high-profile meetings occur on a Monday or Friday, the CMA may request the part-time engineer's presence alongside the full-time engineer.

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5.7. Offsite Meeting Support

When the CMA conducts offsite meetings, these are held at external venues located in cities with a CMA office, predominantly in Manchester, Cardiff, Belfast, and Edinburgh.

5.7.1. Supporting these meetings involves setting up and testing audiovisual (AV) equipment prior to the events to ensure seamless operation. While the CMA prefers to utilise the AV equipment available at these venues, if it is found to be unsuitable, the CMA will provide the necessary equipment. The supplier shall then be responsible for providing the resources required to set up, test, and support the meetings.

5.7.2. The following outlines the key requirements for the supplier's offsite meeting support:

Ref	Requirement	Location
AV033	The supplier shall ensure that all rooms are fully operational prior to meetings taking place.	All
AV034	The supplier shall assist CMA staff with equipment and AV room setup as required for their meeting/event.	All
AV035	The supplier shall ensure system testing is carried out to verify functionality of all room controls such touch panels	All
AV036	The supplier shall ensure provide swift and efficient technical support to address any issues that arise during a meeting/event	All
AV037	The supplier is required to provide skilled and qualified personnel to support the offsite meetings. This involves setting up and testing the equipment and providing assistance throughout the meeting. The resource will also be required to disassemble the any equipment setup for the meeting and pack it away for storage	All
AV038	The supplier shall provide a white glove service for meetings and events when required.	All

5.8. Training

5.8.1. To ensure the highest quality of service and seamless operation of the AV system, the supplier will need to develop and maintain comprehensive training materials. These materials will serve to onboard new joiners and provide refresher courses for existing staff. The following outlines the key requirements for the supplier's training materials:

Ref	Requirement	Location
Training		
AV039	The supplier shall provide CMA with training material such as a <i>written guides or videos which will enable users to undertake training at their own convenience.</i>	All
AV040	The supplier shall produce training material which can be adapted for on-boarding of new joiners or useful for existing staff as a refresher course.	All
AV041	<i>The supplier shall ensure the training materials are kept up to date and remain relevant to the intended audiences and ensure CMA staff can effectively operate the available AV system and equipment.</i>	All
AV042	The supplier shall provide training material that is user friendly, engaging, and easy to follow to help keep incident tickets at minimal level.	All
AV043	The training should be inclusive and provide adequate learning opportunities for colleagues for all levels.	All

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AV044	If the CMA upgrades the technology to align with current market standards at any point during the contract, the supplier must undergo the necessary training to ensure they can offer adequate support.	All
AV045	The supplier shall provide regular updates and new training sessions on emerging technologies and best practices to ensure continuous improvement and relevance.	All

5.9. Warranty and Repair Management

5.9.1. Effective warranty management is crucial for CMA to ensure the longevity and optimal performance of our audio-visual (AV) equipment. Wherever possible, the CMA procures extended warranty and support for the AV equipment.

5.9.2. The Supplier must meet the below requirements relating to warranty and repair management:

Ref	Requirement	Location
Warranty and repair management		
AV046	Register warranties for new equipment on behalf of CMA when required.	All
AV047	The CMA and the incumbent supplier shall provide the supplier with all current warranty information and the supplier shall work and coordinate directly with manufacturers on equipment warranty claims and repairs.	All
AV048	Assist the CMA to carry out technical audits and provide with configuration files and anything that is unique to CMA.	All
AV049	Assessment, Repairs and Replacement Services – The supplier shall provide audio-visual technology troubleshooting/assessment, repair, and replacement services.	All
AV050	The supplier shall be responsible for the administration, management, and coordination of all AV repairs.	All
AV051	The Supplier shall provide CMA with a support phone number and email address for raising service requests.	All
AV052	The supplier shall provide with regular support and services including emergency calls during the core CMA business hours (Monday – Friday 8am – 6pm)	All
AV053	Removal/Decommissioning of Equipment – At CMA's direction, if the need should arise, the supplier shall remove/de-decommission the AV equipment, liaise with manufacturers, and undertake any subsequent re-installation and testing of the equipment.	All
AV054	Processes and Procedures – The supplier shall have defined processes for repairing equipment that is no longer covered by manufacturer warranty.	All
AV055	If an item of equipment is deemed BER (Beyond Economic Repair) the supplier shall inform CMA and issue a quotation for the supply of a suitable replacement, however the CMA has the right to compete outside of this contract in line with public sector procurement guidelines	All
AV056	Equipment shall be deemed 'Beyond Economic Repair' when the repair cost is considered high in relation to the cost of a replacement unit and new warranty. These situations will be reviewed and agreed on a case-by-case basis.	All
AV057	Should a fault require an emergency software or firmware update the onsite engineer will carry out due diligence to ensure it is compatible with CMA's systems and carry out updates as required whilst adhering to the CMA change process	All

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5.10. Service Level Agreement and Key Performance Indicators

5.10.1. The objective is to ensure the reliable operation of the CMA's AV equipment, prompt troubleshooting and resolution of issues, and the continuous enhancement of the AV systems' functionality and performance.

5.10.2. The supplier shall work with CMA to meet the current KPIs through their service offering and expertise in the industry. The current KPIs are listed below:

Ref	Requirement	Location
Service Level Agreement		
AV058	KPI 1: 95% of calls for assistance ¹ handled in real-time and immediately acknowledged ticket reference provided by the supplier's onsite engineers via CMA ticketing system understood that CMA Staff will support the supplier where there are resource conflicts.	All
AV059	KPI 2: 95% of calls for assistance from meeting rooms handled in real-time and having physical presence as soon as is practicable.	All
AV060	KPI 3: 95% of calls for assistance resolved ² on first visit where possible, any assistance requiring spare parts is understood to attract longer lead times.	All
AV061	KPI 4: 99% of all rooms to be functional for use during the service hours. It is understood if replacement hardware is required this KPI will not be applicable.	All
AV062	KPI 5: 100 % of all complaints received either by the supplier or the CMA regarding service provision will be responded to and resolved within 20 days by the supplier.	All
AV063	KPI 6: The supplier will participate in all monthly service reviews organised or send when unavailable. KPI performance reports must also be provided at the service review meetings.	All
AV064	Requests for support shall be fulfilled based on priority categories: (P1, P2, P3 and P4.) These categories determine the urgency and level of impact	All
AV065	Break Fix – The supplier shall resolve issues quickly and compliantly in line with the CMA's SLA in the tables below. We expect the supplier to provide CMA with a detailed breakdown of charges and processes and procedure in place for the break fix support.	All
AV066	Response Time – The supplier shall respond to any issues raised within the CMA's SLAs in tables below	All
AV067	Service Level response times to service requests shall be measured once a request is submitted via the agreed channels such as Service Desk or email.	All
AV068	Escalation – The supplier shall provide CMA with details of issue escalation processes and procedures in place.	All
AV069	Resource Allocation – The supplier shall provide with engineer/s with the right level of expertise on the subject matter.	All
AV070	Documentation – On completion of a job the engineer who carried out the works shall provide with clear documentation of work carried out and the solution applied.	All
AV071	Prioritisation – The supplier shall have the ability to prioritise workload in alignment with the agreed room SLA.	All
AV072	Risk Register – The supplier shall carry out an impact assessment, create and maintain a risk register.	All

5.10.3. The table below defines the SLAs for the London site (Cabot):

Priority	Urgency	Description	Examples	Response time	Resolution	Service target
P1	Critical	Equipment failure during an ongoing meeting affecting all participants.	<ul style="list-style-type: none"> Audio issues not related to Q-SYS 	5mins	30mins *4hr	95%

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		Faults in this category include central components of the core AV infrastructure	<ul style="list-style-type: none"> Display issues not related to the matrix *Audio and video issues relating to Q-SYS or Centralised matrix 			
P2	High	Significant issues affecting multiple upcoming meetings, essential equipment and VIP rooms	<ul style="list-style-type: none"> Issues affecting Hearing rooms and other VIP rooms 	15mins	1hr	95%
P3	Medium	Issue affecting a single upcoming meeting or non-essential equipment and includes Incidents affecting a single room.	<ul style="list-style-type: none"> Meeting space that is inoperable has a viable workaround such as an alternative room or portable equipment such as Surface hub 	30mins	2hr	95%
P4	Low	Minor issue or general inquiry about meeting room equipment not affecting any immediate meetings.	<ul style="list-style-type: none"> Meeting support <ul style="list-style-type: none"> How to Training 	1hr	4hours	100%
P5	Maintenance	Scheduled maintenance or routine checks.	<ul style="list-style-type: none"> Blackout support Firmware updates 	24 hours' notice	As scheduled	100%

5.10.4. The supplier will offer remote fault diagnosis initially when problems are reported outside of the engineer's scheduled visits to these locations.

5.10.5. The table below defines the SLAs for the Manchester and Belfast:

Priority	Urgency	Description	Examples	Response time	Resolution	Service target
P1	Critical	Equipment failure during an ongoing meeting affecting all participants. Faults in this category include central components of the	<ul style="list-style-type: none"> Audio issues not related to Q-SYS Display issues not related to the matrix *Audio and video issues relating to Q-SYS 	5mins	30min-4hrs 1 day*	95%

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		core AV infrastructure				
P2	High	Significant issues affecting multiple upcoming meetings, essential equipment.	<ul style="list-style-type: none"> Issues affecting meeting room performance, when the engineer not onsite 	10mins	1hr 1 day*	95%
P3	Medium	Issue affecting a single upcoming meeting or non-essential equipment and includes Incidents affecting a single room.	<ul style="list-style-type: none"> Meeting space that is inoperable has a viable workaround such as an alternative room or portable equipment such as Surface hub 	30mins	2hrs 1 day*	95%
P4	Low	Minor issue or general inquiry about meeting room equipment not affecting any immediate meetings.	<ul style="list-style-type: none"> Meeting support How to Training 	1hr	2 day	100%
P5	Maintenance	Scheduled maintenance or routine checks.	<ul style="list-style-type: none"> Blackout support Firmware updates 	24 hours notice	As scheduled	100%

*1 day resolution is based on next business day reactive support. If the engineer is onsite when the issue is reported the SLAs in bold apply

5.10.6. The table below define the SLAs for the Darlington and Cardiff sites:

Priority	Level of Urgency	Description	Examples	Response time	Resolution	Service target
P3	Medium	Issue affecting a single upcoming meeting or non-essential equipment and includes Incidents affecting a single room.	<ul style="list-style-type: none"> Meeting space that is inoperable has a viable workaround such as an alternative room or portable equipment such as Surface hub 	30mins	1day	95%

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Priority	Level of Urgency	Description	Examples	Response time	Resolution	Service target
P4	Low	Minor issue or general inquiry about meeting room equipment not affecting any immediate meetings.	<ul style="list-style-type: none"> Meeting support How to Training 	1hr	2day	100%
P5	Maintenance	Scheduled maintenance or routine checks.	<ul style="list-style-type: none"> Blackout support Firmware updates 	24 hours' notice	As scheduled	100%

5.11. Onboarding

5.11.1. The supplier must ensure a smooth transition of Audio-Visual support from the current provider with minimal disruption and continuous service in line with the below requirements:

Ref	Requirement	Location
Onboarding		
AV073	Develop a detailed transition plan outlining all steps, timelines, and responsibilities.	All
AV074	Identify key stakeholders from both the existing and new Supplier to oversee the transition process.	All
AV075	Ensure the transfer of all relevant data, including service history, maintenance records, outstanding RMAs and system configurations.	All
AV076	Facilitate knowledge transfer sessions between the current and new supplier's technical teams.	All
AV077	Develop a contingency plan to address potential service disruptions during the transition.	All
AV078	Obtain formal acceptance and sign-off from CMA and supplier.	All
AV079	Define a clear timeline for each phase of the transition, ensuring realistic deadlines and milestones.	All
AV080	Regularly review progress and adjust the schedule as necessary to address any delays or issues.	All
AV081	Establish a robust communication plan to keep all stakeholders informed throughout the transition.	All

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AV082	Schedule regular update meetings to discuss progress, address concerns, and ensure alignment.	All
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5.12. Off-boarding

5.12.1. When instructed by the CMA, the Supplier will be required to complete several tasks as part of the off-boarding process. This is to ensure a seamless transition while mitigating any associated risks. All tasks shall be completed within the timescales agreed between the parties at the time the need arises. The timescales agreed shall take into account reasonable time needed to complete all tasks which in all cases, must be concluded before the Contract end term.

Ref	Requirement	Location
Off boarding		
AV083	Develop a detailed transition plan outlining all steps, timelines, and responsibilities.	All
AV084	Identify key stakeholders from both the existing and new Supplier to oversee the transition process.	All
AV085	Ensure the transfer of all relevant data, including service history, maintenance records, outstanding RMAs and system configurations.	All
AV086	Provide comprehensive documentation of current AV setups/configurations, including schematics, equipment lists, and user manuals.	All
AV087	Facilitate knowledge transfer sessions between the current and new supplier's technical teams.	All
AV088	Document and share standard operating procedures and any bespoke configurations.	All
AV089	Develop a contingency plan to address potential service disruptions during the transition.	All
AV090	Conduct a final review meeting to confirm all transition activities have been completed satisfactorily.	All
AV091	Obtain formal acceptance and sign-off from CMA and supplier.	All
AV092	Define a clear timeline for each phase of the transition, ensuring realistic deadlines and milestones.	All
AV093	Regularly review progress and adjust the schedule as necessary to address any delays or issues.	All
AV094	Establish a robust communication plan to keep all stakeholders informed throughout the transition.	All

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AV095	Schedule regular update meetings to discuss progress, address concerns, and ensure alignment.	All
AV096	The supplier shall ensure all personnel with CMA equipment and building access passes are returned to the CMA.	All
AV097	The supplier must abide by the process dictated in Appendix A – Section 5 -Staff Transfer on Exit	All

5.13. Monitoring and Management of AV Equipment

5.13.1. Although not exhaustive, the supplier shall provide the following monitoring and management of the AV equipment:

Ref	Requirement	Location
Monitoring and Management		
AV098	Health Check – The supplier shall carry out asset health checks at minimum twice a year and provide with a detailed report of the checks. The healthy checks should include but not limited to: <ul style="list-style-type: none"> • system updates, inline with the CMA change processes • optimal system configurations and usage. The healthy checks shall be carried out in-line with the Preventative Maintenance Visit	All
AV099	Reports – The supplier shall provide CMA with monthly and quarterly service review reports.	All
AV0100	Security and Risk Management – The supplier shall provide processes and procedures to be implemented to ensure security risks are kept at minimal level.	All

5.14. AV Projects and Consultation Services

5.14.1. The CMA might need to initiate AV projects periodically for enhancing current AV capabilities or consulting on new initiatives. The supplier will offer consultation services for these projects to ensure they align with the CMA's requirements below:

Ref	Requirement	Location
AV projects and consultation services		
AV0101	The supplier shall provide consultation services for new equipment and technology developments as and when enquired by CMA. This also includes installation advice.	All
AV0102	The supplier shall provide CMA with 6-month audio-visual industry updates on new and next generation, cutting edge technologies and best practices.	All
AV0103	The supplier shall support CMA with running pilots during implementation of new technologies to understand if it meets the requirements of the CMA.	All
AV0104	The supplier shall provide service reports which include improvements and recommendations within the CMA estate.	All
AV0105	The CMA reserves the right to undertake procurement according to government regulations for any hardware or installation services that may be required. This may include the request from the supplier to	All

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Ref	Requirement	Location
	obtain three quotes for CMA to undertake its own procurement separately.	
AV0106	The supplier shall conduct periodic reviews of the audiovisual systems and provide CMA with recommendations for improvements, upgrades, or replacements to ensure the systems remain up-to-date and efficient	All

5.15. Key Supplier Staff

5.15.1. The table below list the key roles ("Key Roles") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date:

Name	Role	Email Address

5.15.2. The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period. Unless a change in key roles is agreed by both the Buyer and the Supplier

5.15.3. The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

5.15.4. The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

- 5.15.4.1. requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
- 5.15.4.2. the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
- 5.15.4.3. the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

5.15.5. The Supplier shall:

- 5.15.5.1. notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 5.15.5.2. ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 5.15.5.3. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

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- 5.15.5.4. ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 5.15.5.5. ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

5.15.6. The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

5.16. **IR35**

- 5.16.1. The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 5.16.2. The Buyer may End this Call-Off Contract for Material Breach as per clause 30.1 of the Individual Contract Terms and Conditions hereunder if the Supplier is delivering the Services Inside IR35.
- 5.16.3. The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 5.16.4. If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 5.16.5. If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5.17. **APPROACH**

- 5.17.1. The contract will be collaborative effort between the supplier and the CMA's in-house technology and Services team to ensure seamless delivery of high-quality AV services.
- 5.17.2. All communication will be carried out using CMA issued equipment for the engineers providing support
- 5.17.3. The CMA shall be consulted on any personnel appointed by the supplier before they are placed on any CMA sites
- 5.17.4. The supplier shall notify the CMA advance of any changes to personnel attending a CMA sites

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5.17.5. The CMA reserves right to request personnel change/removal from the contract and CMA sites

5.17.6. The CMA has ITSM tool for managing tickets, CMA users report AV faults within the tool, the supplier will work with CMA on the best approach for managing and reporting faults

5.18. **PAYMENTS**

5.18.1. Payments will be made monthly in arrears for any services consumed.

5.19. **CONTRACT PERIOD**

5.19.1. The contract will be for a period of 18 months.

5.20. **CONTRACT MANAGEMENT and REVIEW ARRANGEMENT**

5.20.1. Review meetings – The supplier shall be available for regular (as a minimum monthly) supplier/customer review meeting. A dedicated Account Manager must attend each of these meetings.

5.20.2. The Account Manager will conduct regular service review meetings, prepare all materials for these meetings, be available for day-to-day communications and be responsible for reporting overall contract performance against the contract deliverables within the agreement.

5.20.3. As part of the review meetings the supplier shall provide a report containing:

- The delivery against the contract deliverables,
- A Review of any open tickets
- A Monthly total of tickets logged
- Preventative maintenance and health check reports
- Re-occurring Fault Trends

5.20.4. In the situation issues need to be escalated beyond the Account Manager, the supplier must provide contact details to the CMA of a suitable escalation contact.

5.21. **EXIT MANAGEMENT**

5.21.1. All CMA equipment, including building passes, must be returned at the end of the contract.

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Annex 1 – Location room break down

[illegible][illegible]

[REDACTED]

[illegible]

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ANNEX 2 – AV EQUIPMENT LIST

[illegible]

Appendix A Provision of AV Services

[illegible]

Appendix A Provision of AV Services

[illegible]

Appendix A Provision of AV Services

[illegible]

Appendix A Provision of AV Services

[illegible]

Appendix A Provision of AV Services

[illegible]

Appendix A Provision of AV Services

[illegible]

Appendix A Provision of AV Services

[illegible]

Appendix A Provision of AV Services

[illegible]

Appendix A Provision of AV Services

[illegible]

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Asset Name	Manufacturer	Model No(Ref)	Specification	Building	Quantity

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SECTION 2 – CUSTOMERS CONFIDENTIALITY UNDERTAKING AND CONFLICT OF INTEREST

Confidentiality and Security Requirements

The secrecy and security aspects of the Competition & Markets Authority's work are governed by section 5 of the Official Secrets Act 1989, section 101 of the Telecommunications Act 1984, section 206 of the Water Industry Act 1991, section 74 of the Airports Act 1986, section 197 of the Broadcasting Act 1990, section 145 of the Railways Act 1993, Article 49 of the Airports (Northern Ireland) Order 1994, sections 348, 350(5) and 352 of the Financial Services and Markets Act 2000, Schedule 7 of the Postal Services Act 2000, section 105 of the Utilities Act 2000, Schedule 9 of the Transport Act 2000, Part 9 of the Enterprise Act 2002, Article 63 of the Energy (Northern Ireland) Order 2003, section 393 of the Communications Act 2003 and Article 265 of The Water and Sewerage Services (Northern Ireland) Order 2006 (the Acts). Contractors shall be bound by the provisions of the Acts. Contractors should ensure that they fully understand the serious consequences that which may follow from a breach of any of these confidentiality requirements.

The confidentiality provisions of the Acts constitute a set of general restrictions on the disclosure of information obtained under the Acts in respect of particular businesses except when this is necessary for the purposes of the Act or for certain other prescribed purposes. Criminal prosecution is possible where unauthorised disclosure takes place. Most of the documents handled by the CMA fall within the scope of these statutory restrictions on disclosure and as 'sensitive documents' require the protection of effective security control and of strict observance of security rules. Contractors shall be expected to follow the CMA's security rules and these shall be discussed fully with them prior to commencement of the service.

Part V of the Criminal Justice Act 1993 also applies to information obtained in the course of CMA inquiries. It is a criminal offence under that legislation for members of a Contractor's staff to deal, or to encourage others to deal, in securities about which they hold inside information (i.e. unpublished price sensitive information relating to particular securities), obtained by virtue of their work for the CMA, or to disclose such information otherwise than in the proper performance of their work.

Individuals shall be responsible for ensuring that in connection with any aspect of the service they do not divulge any information obtained in, or as a result of, their work for the Competition and Markets Authority, except in the course of duty. The requirement not to divulge information includes not divulging information to other members of the Supplier's staff. Supplier managers shall also be responsible for ensuring that members of their staff are aware of and abide by the confidentiality provisions of the Acts and sign a witnessed declaration of the form set out in the Acknowledgement section at the end of this document. A copy of this signed document shall be sent to the Contract Manager for each relevant member of staff.

CONFIDENTIALITY UNDERTAKING, THE COMPETITION AND MARKETS AUTHORITY

I understand that in any work for 'the CMA' which I perform I shall be in possession of information which is held in confidence and which must not be disclosed without lawful authority. I am aware that the legislation referred to below provides for criminal prosecution where unauthorised disclosure takes place, and that on conviction a person may be fined or imprisoned. I am also aware that, in law, I owe duties of confidentiality to the CMA.

I accept that I must not communicate, orally or in writing, any information gained by me as a result of my work for the CMA to any person other than a person to whom it is my duty to communicate it without the consent of the Chief Executive of the CMA (or an authorised member of her staff). In the case of information with respect to any particular trade or business, I accept that the consent of the person carrying on that trade or business is required also. I accept that articles of any description prepared for publication or discussion in any written form or for broadcasting are covered by these conditions.

I also acknowledge that Part 9 of the Enterprise Act 2002 and Part V of the Criminal Justice Act 1993 apply to me and that it is a criminal offence to (1) use or disclose information in contravention of Part 9 of the Enterprise Act 2002 as they apply to me and (2) deal, or to procure others to deal, in securities about which I hold unpublished price sensitive information when engaged in work for or on behalf of the CMA.

CONFLICTS OF INTEREST STATEMENT

THE COMPETITION AND MARKETS AUTHORITY

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1. We confirm that there is no conflict of interest that might give rise to a risk of challenge in the courts to the inquiry on the ground of bias (whether actual or apparent). The acceptance of the following terms and conditions shall be taken as confirmation that no such conflicts of interest exist.
2. We shall ensure that actual or even potential conflicts do not arise during the course of the inquiry. In particular:
 - a) For the duration of the inquiry we shall not undertake or actively seek any work for any organisation that is directly related to the subject of the inquiry. We agree that work which is indirectly related other than that laid out in the contract should only be undertaken with the CMA's consent which shall not be unreasonably withheld.
 - b) We confirm that any individuals providing services to the inquiry, as applicable, shall not carry out any work related to the subject of the inquiry for any other client for the duration of the inquiry. However, those individuals may consult colleagues who are engaged in such work in order to obtain information from them.
 - c) We confirm that individuals providing services to the inquiry and their immediate families do not own or have a beneficial interest in the shares of the main parties to the inquiry or their suppliers unless such holdings are independently managed (e.g. by a unit trust or pension fund).
 - d) All information acquired by the individuals providing services to the inquiry shall be treated as confidential to the CMA both for the duration of the agreement and thereafter. The individuals shall not communicate it to third parties or other individuals within your firm unless it has already entered the public domain by other means. All documents supplied to us in connection with the inquiry and this agreement, copies of any part of such documents, whether in electronic or material form, and any documents prepared by us which are based on material supplied in connection with this inquiry, must be returned to the CMA at the end of the inquiry, or sooner if requested.
3. The CMA may terminate this contract at any time should it become of the opinion that an actual or potential conflict of interest on our part has arisen. We shall be entitled to remuneration on the basis set out in this letter up to the date of termination save in circumstances where we are in breach of our obligations under the terms of the contract.
4. It shall be our responsibility to ensure that no conflict of interest arises which might be said to prejudice our independence and objectivity in performing the contract. This responsibility includes all of our senior staff (e.g. directors, and partners) or our personnel whose involvement on the contract with the CMA is not purely mechanical or clerical. If we are at any time in doubt about whether any conflict of interest may exist or arise, we shall notify the CMA forthwith and comply with any directions given with a view to avoiding the conflict.
5. During the period of the contract, and for an **agreed period** after it ends, we would, **except with the prior written consent of the Contract Manager**, be debarred from working for, or having any other interest in, any of the main parties to the inquiry (which is the subject of the Contract) or any of their competitors in the relevant industry. This requirement is made to avoid conflicts of interest.
6. The acceptance of these terms and conditions shall be taken as confirming agreement on all of the above points.

- I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.
- I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.
- I am aware of the consequences of serious misrepresentation

I agree to comply with all the requirements detailed in the sections above

Contract Title			
Contract Reference			
Company Name			
Job Title			
Contact Number			
Signature		Date	Click or tap to enter a date.
Name			
Manager Signature		Date	Click or tap to enter a date.
Manager Name			

SECTION 3 – CUSTOMERS ICT ACCEPTABLE USE AND ACCESS CONTROL POLICY

CLASSIFICATION: OFFICIAL



ICT Acceptable Use and
Access Control Policy

Version – v1.04
Release Date - May 2023

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FOREWORD

The information held by the Competition and Markets Authority (CMA) is valuable, especially information relating to an inquiry, competition law investigation, consumer law investigation, or appeal.

Measures need to be taken to protect this information from breaches of security, not only to comply with our legal and contractual obligations, but also to retain a high degree of trust amongst the public and business community. This trust is essential to the effective operation of the CMA. The CMA provides appropriate protection for its information and other assets in accordance with the principles of risk management, and in line with Cabinet Office advice and HMG Security Policy Framework (SPF).

The protection of information is the responsibility of everyone within the CMA, CMA Members, non-executive directors, board members, secondees, temporary staff, contractors, and in some cases third party suppliers, all who may have access to CMA ICT systems and other information held by the CMA.

Everyone should therefore familiarise themselves and comply with this policy and other associated security policies and procedures.

Sarah Cardell
Chief Executive Officer
2023

1 Purpose

- 1.1 This policy applies to all users (including CMA staff, CMA Panel Members, non-executive directors, board members, secondees, parental leave, temporary staff, contractors and in some cases third party suppliers). It describes the responsibilities and rights of all who are given access to the CMA's information assets, information systems and communications devices. Information assets and information systems include such things as email, secure email, and the internet (including blogs and other means of information publication). Communication devices include mobile phones, laptops, tablets, stand-alone terminals, remote working solutions, audio, and video devices.
- 1.2 Access and use of the CMA's information assets, information systems and communications devices is provided for business use. Employees are accountable for the way that these resources are used and the purposes that they are intended. This document sets the minimum requirements for staff use. It confers certain privileges on employees and details their responsibilities in relation to both official and personal use of CMA resources.
- 1.3 Information is an asset which has value and needs to be protected. Much of the information held by the CMA has been obtained under statutory provisions which require that it shall not be disclosed without consent. The protection of information held by the CMA is critical to meeting its contractual and legal obligations, as well as credibility in the eyes of the public and the business community.
- 1.4 Information security measures are necessary to protect information from a wide range of threats. Information security comprises the preservation of:
 - Confidentiality: ensuring that information is accessible only to those authorised to have access;
 - Integrity: safeguarding the accuracy and completeness of information and processing methods; and
 - Availability: ensuring that authorised users have access to information and associated assets when required.

2 Roles & Responsibilities

2.1 Each designated system owner is responsible for:

- The ownership, management, control, and security of the information processed on behalf of the CMA.
- Making sure adequate procedures are implemented so as to ensure all CMA employees, third parties and others that report to them are made aware of and are instructed to comply with this policy and all other relevant policies.
- Making sure adequate procedures are implemented to ensure compliance of this policy and all other relevant policies.
- Ensuring adequate backup procedures are in place for the information system they are responsible for.
- Ensuring all access requests are evaluated based on the approved criteria.
- Designating the system administrator(s).
- Providing the system administrator(s) with a list of nominees who are authorised to approve and sign access requests to the system on their behalf.
- Informing TBS and DPO immediately in the event of a security incident involving the systems they are responsible for.

2.2 Each system administrator is responsible for:

- Complying with the terms of this policy and all other relevant CMA policies, procedures, regulations, and applicable legislation.
- Taking prompt action on receipt of requests for user registration, change of privileges, password resets and de-registration of users in accordance with this policy.
- Taking appropriate and prompt action on receipt of requests for the suspension of a user account in accordance with this policy.
- Ensuring all passwords generated for new user accounts and password resets meet the requirements of the CMA policies
- Notifying users of their system account details in a secure and confidential manner.
- Ensuring that records of all authorized user registrations, change of privileges and de- registration requests are maintained and made available for review to

the appropriate personnel, Informing TBS immediately in the event of a security incident.

- Complying with instructions issued by TBS on behalf of the CMA.

2.3 TBS is responsible for:

- The management, control, ownership, security, and integrity of all CMA network on behalf of the CMA.
- The implementation of this policy and all other relevant policies within TBS.
- Ensuring adequate procedures are in place to ensure compliance with this policy and all other relevant policies.

2.4 Each Line Manager is responsible for:

- The implementation of this policy and all other relevant CMA policies within their teams.
- Ensuring that all people who report to them are made aware of and are instructed to comply with this policy and all other relevant CMA policies.
- Ensuring complete and timely user access requests, for both permanent and temporary staff, are forwarded to the designated system owner allowing sufficient time for the creation of the required user account prior to the users start date.
- Ensuring complete and timely user network access requests for people are forwarded to TBS allowing sufficient time for the creation of the required user account prior to the users start date.
- Ensuring that each user they request access fulfils all the criteria (principle of “least privilege”) for the requested system.
- Ensuring they make timely requests for the suspension of all user accounts belonging to members of their staff who are taking a career break, going on maternity leave or leave or those on long term sick leave.
- Ensuring they make timely requests for the deletion of all user accounts belonging to people who are leaving the employment of the CMA.

2.5 Each user is responsible for:

- Complying with the terms of this policy and all other relevant CMA policies, procedures, regulations, and applicable legislation.

- Respecting and protecting the privacy and confidentiality of the systems they access, and the information processed by those systems.
- Ensuring they only use user access accounts and passwords which have been assigned to them.
- Ensuring all passwords assigned to them are kept confidential at all times and not shared with others including their co-workers or third parties.
- Changing their passwords when instructed to do so by system administrators, network administrators or TBS.
- Complying with instructions issued by designated information owners, system administrators, network administrators and/or TBS on behalf of the CMA.
- Reporting all misuse and breaches of this policy to their line manager.

3 General Acceptable Use Standards

3.1 Use of CMA ICT Infrastructure

3.1.1 The CMA's information assets and ICT infrastructure are to be used solely for the purposes for which the computer access was intended.

3.1.2 It is not acceptable to use the ICT Infrastructure to create, send, access or store information that:

- could damage the reputation or financial position of the CMA.
- involves or could lead to victimisation, discrimination, harassment, or vilification.
- is sexually suggestive, offensive, obscene, threatening, abusive, defamatory, fraudulent, unauthorised, deliberately misleading, or deceptive, unless it is part of legitimate CMA business.
- is used for operating a private business not related to the CMA's operations.
- is encrypted or password protected without approval or without providing effective recovery of the encryption passphrases or keys.
- violates any law (e.g., data protection, copyright, and crime laws).
- may hinder productivity within the CMA such as writing, sending, or forwarding chain mails (those that, in the body or subject of the message, asks the recipient to forward the email on to multiple people. Many are hoaxes and are often considered to be a

security and privacy risk to collect valid lists of email addresses.) streaming private videos, or sharing private files; or

- may damage or impair any other ICT systems (such as sending malware or intentionally initiating a denial of service on any ICT system).

3.1.3 Inappropriate or unacceptable material must not be accessed or stored at the CMA premises or on its computers (including PCs, laptops, Mobile phones, and tablets), unless it is part of legitimate CMA business.

3.1.4. The CMA may investigate, replicate, or remove any illegal or unacceptable material from its sites and computers without notice.

3.1.5 Instances of criminal or inappropriate activity must immediately be reported to management in accordance with the CMA security incident reporting procedure.

3.1.6 Private use is permitted but must be kept to a minimum, as described in [Section 8 - Private Use of ICT Infrastructure](#).

3.2 Access to Information and Information Systems

3.2.1 Users shall use their own log-in account and shall not use any other person's log-in account, either with or without their permission.

3.2.2 All users must protect their passwords/PINS from unauthorised use and are responsible for all activities associated with their User ID.

3.2.3 Users shall not intentionally attempt to gain unauthorised access to, cause damage to, or alter CMA systems and software. This includes, but is not limited to, performing unauthorised modification of operating systems, or configuration files.

3.2.4 Users shall not intentionally alter or avoid any systems auditing, logging or other security and control mechanisms.

3.3 Access during Absences

3.3.1 Any access request to a mailbox belonging to a user on absence, must be approved by the Chief Operating Officer (COO) or his deputy, the Senior Director, People, Capability and Culture (SD(PCC)). Delegate access is issued once approval is granted. This access remains active for period of time approved, after which it is revoked.

3.3.2 In the absence of a user who has not given delegate access to their ICT, any delegate access required for business reasons must be supported by the line manager or the

Inquiry/ Project Director on the relevant inquiry or project, and Technology and Business Services (TBS) must be informed. Authorisation will be needed from the COO or SD(PCC), for access to be granted. Once the user has returned, any delegated access must be removed.

- 3.3.3 Executives, managers, and staff in critical positions should establish appropriate 'delegates' to perform actions in their absence. For example, the absence of a system administrator should not stop work on a computing system.
- 3.3.4 When staff leave the CMA, their account will be disabled in the evening of their last working day. User accounts are deleted no earlier than three months after their last working day. This does not apply when there is a reasonable prospect that data in an account may be relevant to any dispute (either with the staff member or otherwise) where litigation may arise. In those circumstances, the Line Manager of the user leaving must inform HR if they wish for their account to remain archived for any reason (e.g., for a possible employment tribunal claim by the staff member). HR must forward this request to the ServiceDesk (TBS) and copy the request to the Departmental Security Officer (DSO).
- 3.3.5 Staff taking maternity, adoption or shared parental leave will typically return all CMA equipment and be configured to use Windows Virtual Desktop (WVD) which permits the use of a personal home device. Staff who do not have a personal home device that they can use will have the option to retain their CMA laptop (and phone). The request to retain CMA equipment under any other form of absence (e.g. career break, unpaid special leave lasting longer than four weeks) will require authorisation from the COO or SD(PCC).

3.4 Emergency Access during Absences

- 3.4.1 In emergency situations where access to an absent person's files or email is essential, approval must be obtained from the COO or SD(PCC) and documented prior to using the person's account.

3.5 Software Copyright and Licences

- 3.5.1 ICT administrators shall only use legal versions of licensed software in compliance with vendor licence requirements. Software may only be copied as stipulated in the licence agreement.

3.6 ICT Resources and Network Connectivity

- 3.6.1 Users must not remove computer equipment, software, illicitly modify files (this excludes collaboration projects where the file owner has shared a file and has invited other users to make changes), passwords/PINS or any data belonging to another user (where the user believes they have an expectation of privacy e.g. a file on OneDrive until the user shares it), unless authorised by the COO or SD(PCC).
- 3.6.2 When connected to the CMA network, users must not:
- tamper with security systems.
 - probe for system or network information or vulnerabilities.
 - attempt to exploit a potential security vulnerability; or
 - try to access any systems without authority.

4 Laptop and Office Security

- 4.1 When leaving a desk unattended, users must lock their laptop using “ctrl + alt + delete” or “Windows + L” shortcut. The session will be automatically locked after 10 minutes, if using the battery, or 15 minutes of inactivity if connected to the mains. If equipment is left unlocked, the user may be responsible for any activity that takes place.
- 4.2 When leaving a laptop for an extended period, users should log off.
- 4.3 When leaving the office at the end of the day, users should shut/power down their device before storage.

5 User Accounts and Passwords/PINS

5.1 User Accounts

- 5.1.1 Individuals are accountable for all actions performed under their account on CMA systems.

5.2 Managing Passwords/PINS

- 5.2.1 Password/PIN security is an important safeguard that guarantees the integrity and confidentiality of data.
- 5.2.2 Passwords/PINS must not be reused (they must be unique), shared, based on anything somebody else could easily guess or obtain using person related information (e.g. names, telephone numbers and dates of birth).

- 5.2.3 Your CMA mobile phone password/PIN must also be at least 7 characters in length. It must include a mixture of upper- and lower-case letters, a symbol and a number.'
- 5.2.4 If you cannot remember a password/PIN, contact the ServiceDesk who will assist with the reset and creation of a new one.
- 5.2.5 If you suspect your password has been compromised, you must report this to the Service Desk immediately. If your password has been compromised and you do not act, you may be held accountable for actions taken under your username.
- 5.2.6 CMA staff should not use the same password/PIN for CMA internal systems and external non-CMA systems. External system passwords/PINS may easily become compromised and that may permit compromise of a CMA system.
- 5.2.7 Do not use the same password/PIN across different ICT devices (e.g., Phone and tablet).

5.3 Windows Hello for Business

- 5.3.1 You must set up Windows Hello for Business on your laptop. You may access your laptop using a user-id and password initially when you receive your laptop, but you must set up Windows Hello for Business.
- 5.3.2 Windows Hello for Business biometric face recognition or fingerprint access is the simplest and quickest way to access your laptop that is favoured by the organisation. However, some people may not be comfortable using the biometric access. Where that is the case, you will be required to use a PIN that you will need to set up.
- 5.3.3 If you need help setting up Windows Hello for Business, please contact the Service Desk.

5.4 Privileged Accounts

- 5.4.1 Any person who uses a privileged system or service account (e.g., an ICT administrator) must not use that account when a less-privileged account would suffice.
- 5.4.2 When privileges are required, users should switch to a privileged account to ensure that an audit trail is maintained.
- 5.4.3 Before privileges can be assigned to user's accounts, the users must have management approval and a valid business reason. Privileged accounts must be regularly revalidated.

6 Principles of Access Control

- 6.1 All ICT resources must have appropriate authentication controls using Multi Factor Authentication (MFA).
- 6.2 Each CMA system must have a designated owner who is responsible for managing and controlling access to the system.
- 6.3 Each CMA system must have designated system administrators who are responsible for the day-to-day administration of the system including the creation and management of system access accounts for authorised users. Some information systems may, for historical reasons, be directly managed by TBS who will perform the role of system administrator.
- 6.4 TBS is the designated owner of the CMA network domain. Network administrators are responsible for the day-to-day administration of the network domain, including the management of accounts for authorised users.
- 6.5 Access to the CMA network must be strictly controlled by a formal registration and de-registration process.
- 6.6 Access to CMA systems must be controlled using individual user access accounts. The use of generic or group access accounts to gain access is prohibited.

7 Account Registration

7.1 CMA Staff Access Accounts

- 7.1.1 Access to CMA Systems will be controlled via individual user access accounts. This will be, initially, userid and password and then Windows Hello for Business. The creation and/or use of generic accounts is not permitted under any circumstances on CMA information systems (except where system or service accounts are needed).
- 7.1.2 All new requests for access to information systems must be made via the ServiceDesk Portal and will follow standard ServiceDesk request procedures.
- 7.1.3 Line managers must complete the request on behalf of a new user and send this onto the designated information owner or their nominee for their approval.
- 7.1.4 System owners or their nominees must formally authorise and sign all new access requests. Once a request for access has been approved, the system owner or their

nominee must sign the system access request and forward this onto the system administrator for the user account to be created.

7.1.5 System administrators must only create new user accounts when they have received a valid system access request.

7.1.6 User access accounts must be created so they clearly identify users so that audit trails and logs do not become obscured.

7.2 Third Party Access Accounts

7.2.1 Where there is a business need, and with the approval of a CMA system owner or their nominee, a third-party service provider may be granted access to the CMA network and systems.

7.2.2 Third party commercial service provider access requests must be sponsored by a CMA system owner or their nominee and submitted to TBS in writing.

7.2.3 Under no circumstances will third party service providers be granted access to the CMA network and information systems until TBS has received the proper authorisations.

7.2.4 Third party service provider access privileges will be agreed on a case-by-case basis. The third-party service provider must liaise with the CMA to establish the connections may be set up on a more permanent basis for ongoing information system or network support purposes.

7.3 User Account Management

7.3.1 Requests from users for password/PIN resets must only be performed once the user's identity has been verified by the appropriate system administrator or network administrator.

7.3.2 Existing users who require additional access privileges on a system must obtain the written authorization of the designated system owner or their nominee. In accordance with this policy, line managers must initiate the requests using the CMA System Access Request procedure.

7.3.3 The access accounts of users who are about to change roles or transfer to another CMA directorate or service area, must be reviewed to ensure access account privileges that are no longer required by the user in their new role are removed. In such circumstances the user's existing line manager must request the removal of the unnecessary account privileges. The request must be made in writing using the

minimum privileges required by them for them to complete the service they have been contracted to perform.

- 7.3.4 Local access (on-site) to the CMA network and information systems may be granted on a temporary basis only as and when the need arises.
- 7.3.5 CMA Suspend / Remove Access procedures and forwarded to TBS or the appropriate system administrator before the user changes role or transfers.

8 Account De-Registration

- 8.1 User accounts for those leaving the employment of CMA are terminated on the last working day. This is indicated in the Leaver Notification form generated by HR. Line managers must notify HR when informed by users of their wish to leave CMA employment.
- 8.2 System administrators and network administrators must revoke user access and disable accounts at the requested date and time after the receipt of a leavers notification being generated by the HR team.

9 Private Use of ICT Infrastructure

- 9.1 All users are permitted to use CMA-provided email, communications devices, and Internet for reasonable private use.
- 9.2 The downloading of games, music, movies, and image files for private or illegal use on CMA equipment is prohibited.
- 9.3 CMA systems must not be used to circulate programs or other material, including 'chain letters' (a message that asks the recipient to pass the email on to a certain number of recipients in an exponentially growing pyramid).
- 9.4 Any private use must not impact on the CMA's service delivery, incur excessive costs, or create an exposure to malware, legal liability, or embarrassment.
- 9.5 All usage of the ICT infrastructure is recorded and may be monitored and reviewed.

10 Virus Protection

- 10.1 Viruses or Malware are forms of malicious software which are unknowingly activated by a user. It can have several effects ranging from the denial of service to the destruction of data.

- 10.2 Use of the Internet and the sharing information using magnetic media or email, increases the threat of a virus attack.
- 10.3 The CMA has anti-virus software installed on all servers and laptops which is kept up to date.
- 10.4 To minimise the risk of virus infection:
- Do not use any unofficial or unauthorised software on your laptop;
 - Contact the Service desk if you think that an email is a phishing attempt. Do not open it;
 - Never boot your machine from a USB device;
 - Notify the Service Desk If you receive a virus alert from outside the CMA; and
 - Contact the Service desk if you think your CMA device may have picked up a virus.
- 10.5 Everyone who has a CMA device should check at least weekly to see if there are any updates to be applied. Updates should be applied immediately. Using a device without implementing an update when one available, exposes it to known malware.

11 Email

11.1 General

- 11.1.1 CMA email is available for communication on matters directly concerned with the business of the CMA. It is, however, recognized that as a member of staff, you may wish to use electronic mail for personal matters. This is acceptable; however, you should remember that it is a privilege and if the privilege is abused, you may be subject to disciplinary action. Personal use of the email system must be moderate, reasonable, and appropriate, and it must not interfere with your work.
- 11.1.2 The CMA expects staff to behave responsibly when they use the email system. Under no circumstances should the use of personal email be allowed to adversely affect your work performance (or disrupt that of others). Nor must your activities affect the overall performance of the ICT system (for example, by downloading or sending large files or programs; or those with a high risk of virus contamination). You must not send abusive, offensive, demeaning, or malicious messages. This includes, but is not limited to, messages inconsistent with the CMA's Bullying and Harassment Policy.

11.1.3 The following are examples of acts of misconduct which are prohibited and may lead to disciplinary action, as per the CMA's Disciplinary Policy:

- Sending abusive, bullying, offensive, demeaning, or malicious messages.
- Sending a message that could constitute harassment (on the grounds of sex, marital status, religion, race, colour, nationality, ethnic origins, national origins, age, sexual orientation, or disability).
- Sending, knowingly receiving, viewing, or displaying sexually explicit or pornographic material (images and writing).
- Sending chain letters.
- Disclosing confidential information without lawful authority.
- The distribution of any unauthorized software.
- Sending unencrypted OFFICIAL SENSITIVE material by external email (outside the CMA). Please contact the Security Team if you need any advice on what is considered OFFICIAL SENSITIVE or encryption.
- Sending any material above OFFICIAL-SENSITIVE by email.
- Using the email system to solicit or conduct business other than the business of the CMA.
- Accessing colleagues' email accounts without their prior consent.

11.1.4 These examples are illustrative and do not constitute an exhaustive list.

11.2 Spam Mail

11.2.1 Unsolicited or unwanted emails are referred to as Spam. The CMA uses email filtering technology to minimise the receipt of Spam emails. If you receive Spam mail, you should immediately delete it and do not respond. All such incidents must be raised with the Service Desk

11.2.2 Spammers use automated systems to search on-line for email addresses. When publishing your email address on the internet, protect it by using your name hyperlinked to your email address. This will reduce the likelihood of receiving spam.

11.3 All Staff email (Broadcast Emails)

11.3.1 Approval should be obtained from the Internal Communications team before sending "All Staff" emails. The Weekly Brief is the preferred medium for broadcasting information directed to all staff.

11.4 Electronic Calendars

11.4.1 Users must ensure that their Outlook Calendar can only be viewed by appropriate persons within the organisation or by invitation.

11.4.2 Be careful attaching documents in meeting invites, as this may disclose sensitive or private information to other people able to see your calendar.

12 Telephone

12.1 Occasional personal use of office telephones is acceptable. Calls should be as brief as possible and within the UK. A record is kept of the length of all calls and the recipient's number. These will be provided by the Director of TBS to a Line Manager who is concerned about a user's performance, or to help the progress of an investigation into misconduct or criminal activity.

12.2 Staff should be aware of telephone techniques used to manipulate them to carry out actions or divulge confidential information (social engineering). The telephone can be used as a method to unlawfully gain classified information (e.g., by pretending to be from another part of the organisation and asking for an update on a case or project). To mitigate this risk, avoid giving out classified information over the telephone, especially personal details of an individual. If you are unsure about a caller, you should take their name and number and telephone them back, having taken steps to confirm their identity.

13 Internet

13.1 General Use

13.1.1 Personal use of the Internet must not adversely affect your work performance or the overall performance of the ICT system (e.g., downloading large files or programs with a high risk of malware contamination).

13.1.2 The following are illustrative examples (and not exhaustive) of acts of misconduct which are prohibited and may lead to disciplinary action (if not part of CMA legitimate business), as per the CMA's disciplinary policy:

- Visiting inappropriate sites, active downloading of material from such sites or the use of search criteria which are clearly intended to identify inappropriate material.

- Purchasing, sending, viewing, accessing, downloading, or displaying sexually explicit or pornographic material (images and writing).
- Store inappropriate material on any area of the CMA's Corporate ICT system, or removable media using the CMA's computer equipment.
- Purchasing, sending, viewing, accessing, downloading, or displaying any material which disparages others on the grounds of sex, marital status, religion, race, colour, nationality, ethnic origins, national origins, age, sexual orientation, or disability.
- Online gambling and computer games.
- Unauthorised downloading of software.
- Using the Internet to solicit or conduct business other than the business of the CMA.

13.1.3 If you receive any downloaded material or accidentally access an Internet site with inappropriate material, you should report this to the Service Desk as soon as practicable.

13.1.4 Internet use can be monitored.

13.2 Web Publishing

13.2.1 Staff must ensure that web publications do not identify names or contact details unless there is an authorised reason to do so.

13.2.2 Users must not publish information that may allow unauthorised parties to access CMA systems or bypass security controls.

13.2.3 Content on websites must be authorised prior to publication, periodically reviewed to ensure currency, and removed or corrected when information is not current or is inaccurate.

13.3 Social Networking and Blogs

13.3.1 Social Networking websites (e.g., Facebook, Twitter) are a communication channel and must be managed in a similar way to other channels (e.g. email, chat, instant messaging).

13.3.2 Some users are permitted access to Facebook and Twitter for 'business use'.

13.3.3 Blogs must not disseminate confidential, private, or sensitive, information.

13.3.4 You must not discuss CMA's business over the Internet or in newsgroups unless the requirement has been specifically detailed in your job description.

14 Security Tools

- 14.1 Users must not use password cracking, scanning, traffic sniffing or other security assessment tools on the ICT infrastructure, unless officially sanctioned by either the COO or SD(PCC), or Director of TBS.
- 14.2 Where there is a valid business need for use of security/scanning tools on the network it must be approved by the Director of TBS / Head of Security.
- 14.3 The use of 7-Zip to encrypt documents is discouraged and should be used judiciously. This is because the password can easily be forgotten, and this can be problematic at a later date. Where it is used the password should be written down, put in a sealed envelope and details written on it of who sent it, date and time sent and who the recipient was. It should then be put in a safe.

15 Offsite Use of Information and Equipment

15.1 Security for Off-Site Equipment and Information

- 15.1.1 Reference should be made to the prevailing Policy for the Management of Requests to Work Overseas for Personal Reasons, should you wish to take ICT equipment abroad.
- 15.1.2 Special care must be taken off-site when accessing the CMA's network from a remote location. Laptops, phones, and tablets must be protected as well as documents.
- 15.1.3 Where possible, the level of security at the remote location should be equivalent to that for onsite equipment used for the same purpose. Users must take reasonable precautions to protect CMA equipment and information assets.

15.2 Connecting to the CMA Network

- 15.2.1 You may access CMA services from an airport, train or hotel. Access to CMA services will be safe because a VPN will connect you and provide end-to-end encryption. If you are visiting sites on the internet, please check for the padlock next to the URL web address in your browser. This will ensure there is an encrypted link. If you ever receive a message like, "Your connection is not private" or "Certificate is not issued by a trusted authority" do not proceed. Please contact the Service Desk immediately who will be able to help.
- 15.2.2 Only CMA approved methods of connecting to the CMA network from a remote location is allowed. Users must correctly identify themselves and authenticate using

their password initially and then by their Windows Hello for Business (WHfB) credentials.

15.2.3 Users must protect information and physical assets to prevent someone else from accessing the CMA network using their identity.

15.3 Travelling with ICT Equipment

15.3.1 While travelling, keep all portable electronic devices (including laptops, phones, and tablets) and information assets secure always. Portable electronic devices should:

- Not be used in public places where the screen, or keyboard, is easily visible, especially when reading or entering classified information.
- Not be left in a car overnight. If laptops or phones must be left in a car, they should not be visible and must be locked away in the boot before you reach your destination. If the contents of your boot are visible from the outside, you must keep the devices with you.
- Keep your CMA equipment with you when you are travelling. You should take care when putting your laptop through x-ray scanners at airports to ensure that it isn't damaged. Under no circumstances should you check in your CMA devices as hold baggage when travelling by air; and
- Keep safe from environmental hazards (e.g., extremes in temperature).

15.3.2 All portable electronic equipment (e.g., laptops, iPads, phones) must be charged or they run the risk of being confiscated at airports.

15.3.3 All device locations are monitored and recorded for audit. Any device detected as being outside of the UK without authorisation will be disabled without warning.

16 Lost or Stolen Equipment

16.1 Equipment Loss

16.1.1 If ICT equipment is lost, the Service Desk must be notified immediately on 0203 738 6300 and a [Security Incident Notification Form](#) must be filed within 24 hours and sent to the Head of Security.

16.2 Equipment Theft

16.2.1 In cases of theft, the Police must be informed, and a police crime report number reported back to the Service Desk. The Service Desk must be notified immediately

on 0203 738 6300 and a [Security Incident Notification Form](#) must be filed within 24 hours and sent to the Head of Security.

16.3 Equipment Damage or Failure to Return

16.3.1 Losing, severely damaging ICT equipment or failure to notify the Service Desk of a loss may be considered a disciplinary offence. You must treat CMA equipment with the same care as if it were your own personal equipment. While it is recognised that accidents may happen, you should do all you reasonably can to prevent it from being damaged in any way or lost. You will be held liable for any act or omission (i.e., something you have not done) that leads to avoidable loss or damage.

16.3.2 Penalties could include full or part payment of the loss/damage and/or no future loan of equipment. If an employee leaves whilst in possession of ICT equipment, the CMA reserves the right to withhold salary and/or outstanding expenses to cover the cost of any loss or damage.

17 Printing

17.1 Printers must not be left unattended if sensitive information is being printed.

17.2 Unattended printing is permitted only if physical access controls prevent unauthorised persons entering the printing area or viewing the material being printed.

17.3 Using personal printers at home is not permitted, unless authorised by the COO or SD(PCC).

17.4 Care should be taken with home printing and the same level of control should be exercised as if printing in the office. Printed documents should be secured when not in use and disposed of in accordance with CMA standards.

18 Removeable Media

18.1 CD Writing and USB Storage Device

18.1.1 The use of removable media has been disabled as a baseline in line with CMA requirements to protect data.

18.1.2 If you receive information from a third party on disk or USB storage device, you must take it to the Service Desk who will scan the media for viruses before uploading to the appropriate folder on the system.

- 18.1.3 If there is a legitimate business reason for use of USB media, then this must be agreed on a case-by-case basis with the COO or SD(PCC), and either the DSO, Head of Security or Security Adviser and a suitable business case documented. The transfer of data to removable media will be carried out by TBS.

19 Reporting Data Security Incidents

- 19.1 All users should report suspected data security breaches to the Head of Security and their line manager. Where the breach includes personal data, this should also be reported to the Data Protection Officer (DPO).
- 19.2 Prompt reporting ensures that appropriate action can be taken in a timely manner and assists the CMA in assessing the effectiveness of controls used to protect CMA information and ICT Infrastructure. It also ensures that the mandatory reporting deadlines set by the Information Commissioner's Office can be met.

20 Monitoring & Review

- 20.1 System owners, SharePoint site owners or their nominees must continually monitor access to their systems. They must perform periodic reviews of the systems they are responsible for to ensure:
- That each user access account and the privileges assigned to that account are appropriate and relevant to that user's current role or function.
 - That the information system and the information processed by the system is only accessed and used by authorized users for legitimate reasons.
- 20.2 System administrators and network administrators must conduct a system review at least once every quarter. Following the review, any user access accounts which have been inactive for 60 consecutive days or more must be suspended unless instructed otherwise by the user's line manager. Suspended user accounts which have not been reactivated within a 12-month period should be marked for deletion, unless instructed otherwise by the user's line manager.

21 Enforcement

- 21.1 The CMA reserves the right to take such action as it deems appropriate against individuals who breach the conditions of this policy. CMA staff, contractors, sub-

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CLASSIFICATION: OFFICIAL



contractors, or agency staff who breach this policy may be subject to disciplinary action, including suspension and dismissal as provided for in the CMA disciplinary procedure.

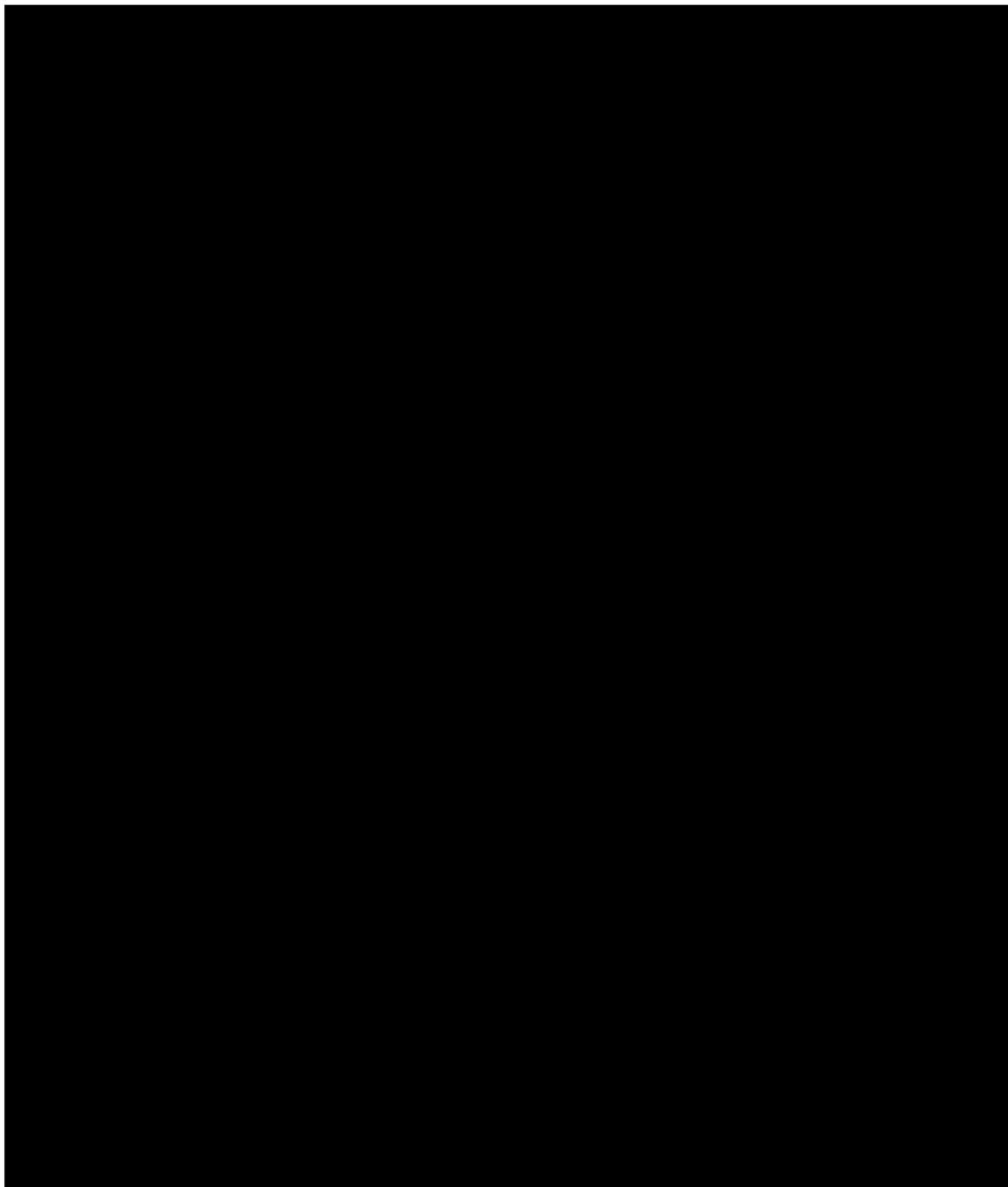
- 21.2 Breaches of this policy by third-party service providers may lead to the withdrawal of CMA information technology resources to that third party commercial service provider and/or the cancellation of any contract(s) between the CMA and the third-party commercial service provider.

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SECTION 4 – SUPPLIERS' WRITTEN PROPOSAL



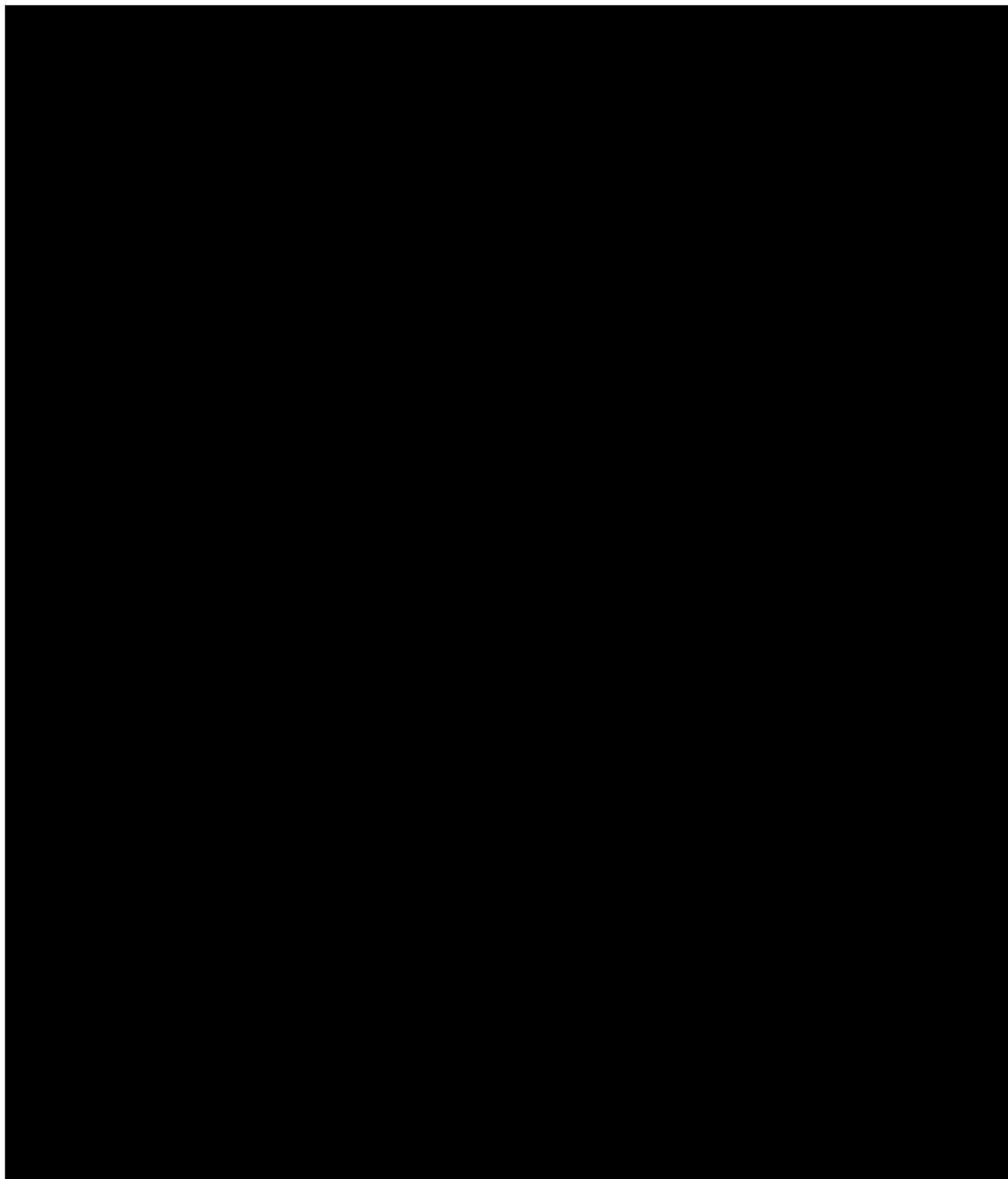
Snelling Business Systems Ltd
23 Chestnut Drive, Wymondham Business Park,
Wymondham, Norfolk, NR18 9SB
Telephone 01603 711111,
Fax 01603 711112
info@snellingbiz.com
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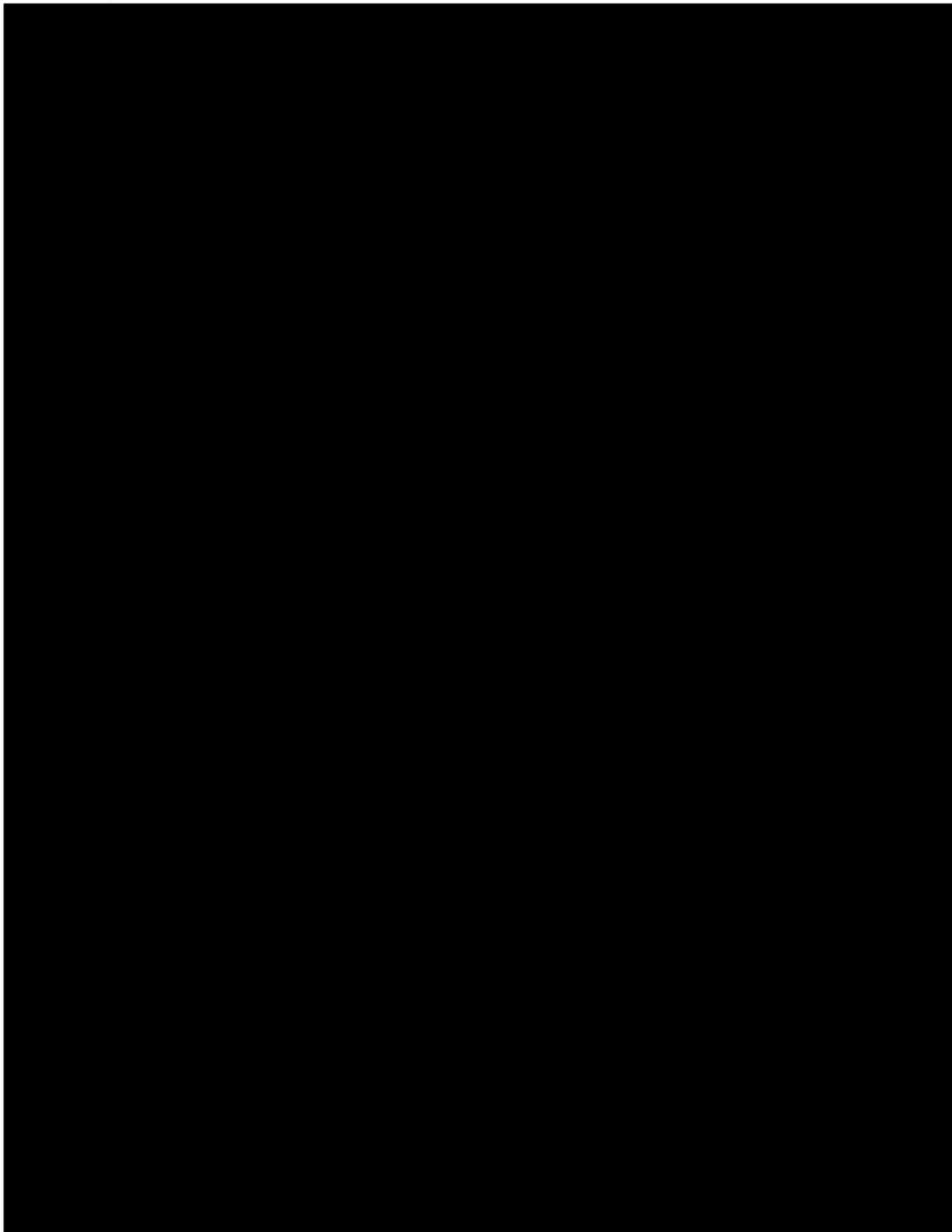
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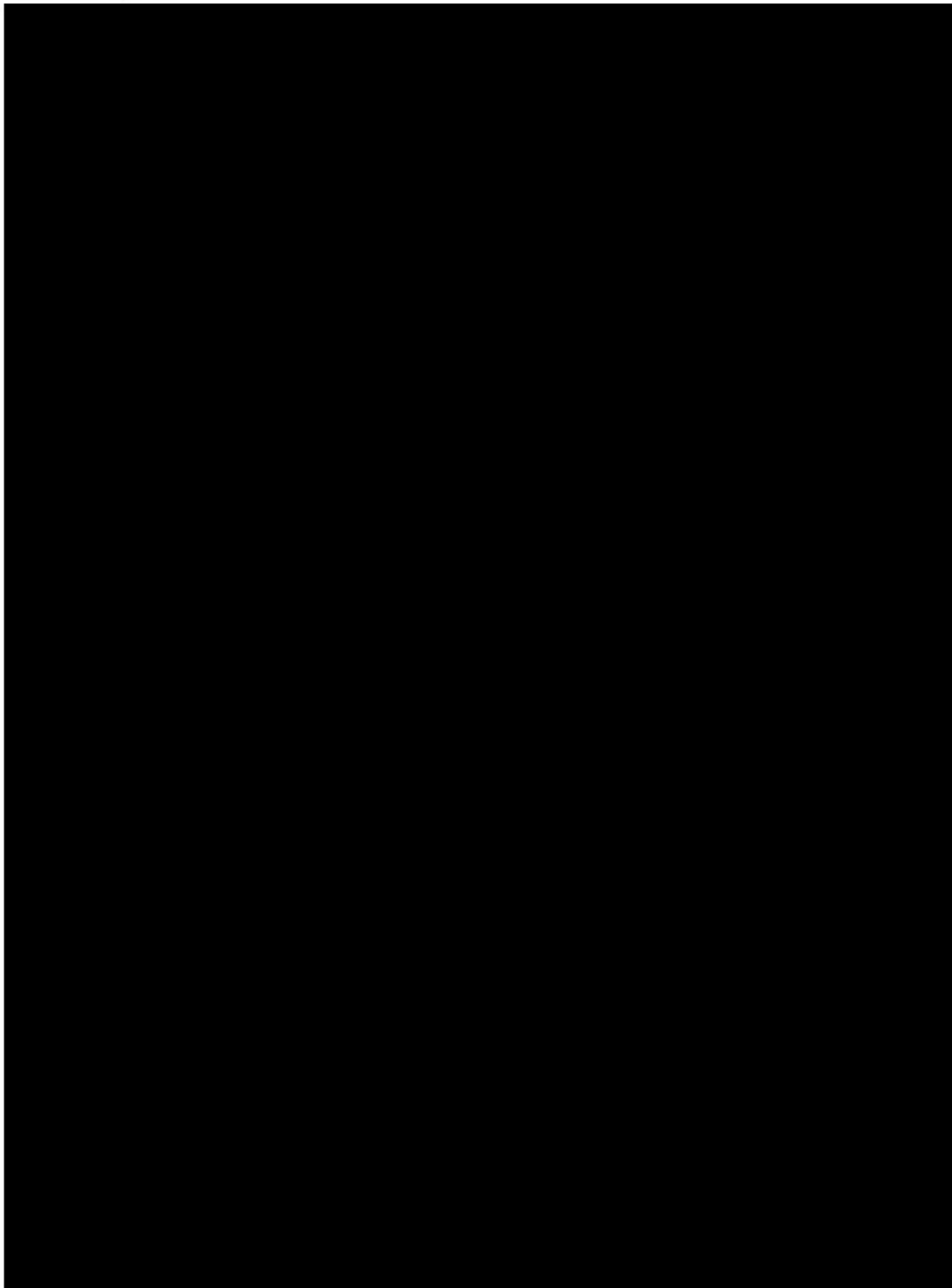
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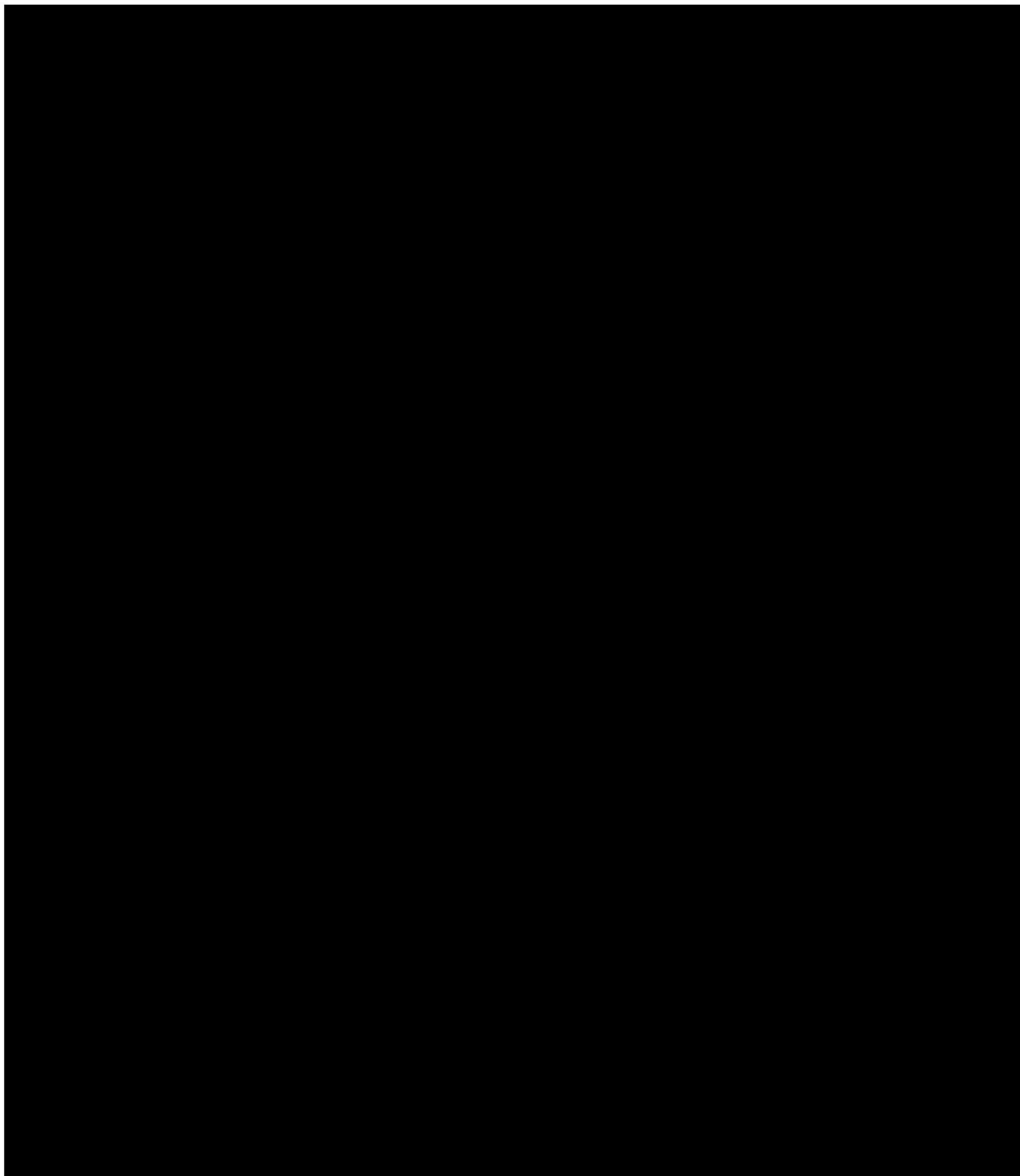
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SECTION 5 – STAFF TRANSFER ON EXIT

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
- :
- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
 - 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including

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pensions and any payments connected with the termination of employment);

- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier

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shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

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- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee

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relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and

2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;

2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer has been made:

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

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2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

(a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

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- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the

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Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

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These Individual Contract Terms and Conditions will apply to all Purchase Orders/Individual Contracts that are entered into between the Customer and the Supplier.

SECTION 1 – DEFINITIONS AND INTERPRETATIONS



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All capitalised expressions included in the Framework Agreement, Individual Contract and individual annexes/appendices shall have the meanings as set out in this document (Annex G).

If a capitalised expression does not have a meaning within this Annex G it shall be interpreted within the relevant market sector where appropriate, or by the dictionary meaning.

Interpretations

The interpretation and construction of the Framework Agreement including any schedules and appendices shall be subject to the following provisions:

- the singular includes the plural and vice versa;
- reference to gender includes the other gender and the neuter;
- the words "include", "including", "other", "in particular" "for example" and similar words are to be construed as if they were immediately followed by the words "without limitation";
- references to any person include an individual, company, partnership, firm, unincorporated association and other incorporated bodies and all other legal entities of whatever kind and however constituted and their successors and permitted assigns or transferees;
- references to any Law shall be construed as a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- headings are included in the Framework Agreement for ease of reference only and shall not affect the interpretation or construction of the Framework Agreement;
- reference to a clause or schedule is a reference to the whole of that clause or schedule unless stated otherwise; and
- references to "writing" include typing, printing, photography, lithography, display on a screen, e-mail and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly.

At all times during the Framework Agreement period the Supplier shall be an independent Supplier and nothing in this Framework Agreement shall create or imply any form of employment, offer of employment, a relationship of agency, partnership or joint venture between the Contracting Authority and the Supplier, consequently neither the Party to the Framework Agreement will act in the name of the other Party unless specifically mentioned within the Framework Agreement.

Unless otherwise stated within the Framework Agreement between the Parties, the obligation on the Contracting Authority is that stated under the Framework Agreement and nothing in the Framework Agreement shall act as an obligation upon or in any way constrain or hinder the Contracting Authority in any other capacity, nor shall the exercising of the duties or powers of the Contracting Authority in any other capacity lead to a liability under the Framework Agreement (however arising) on the part of the Contracting Authority to the Supplier.

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2. Definitions

Academy	Means a school in England which is directly funded by the Department for Education (DfE) and independent of local authority control.
Affiliates	Means, in relation to a Supplier, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control of that Supplier from time to time.
Alternative Supplier	Means an Alternative Supplier on the Framework Agreement utilised due to failure in Contractual obligation by another Supplier on the Framework Agreement.
Assignment/Assigned	Whereby one-Party transfers all of their benefits, but not their obligations or rights under a Contract to a third party.
Commercial Services	is a trading style of both Commercial Services Trading Ltd (Reg No. 5858178) and Commercial Services Kent Ltd (Reg No. 5858177) – companies wholly owned by Kent County Council.
Confidential Information	Means any information which has been designated as confidential by either Party in writing or that might be considered as confidential for the reasons of business operations. This might include but not be restricted to business affairs, properties, assets, trading practices, developments, trade secrets, intellectual property, Customers, personal and/or sensitive Personal Data within the Data Protection Act, but always subject to the Freedom of Information Act.
Contract Year	Means twelve (12) months from the official Framework Agreement start date.
Contracting Authority	Means the public sector body, in this instance Kent County Council (via KCS Procurement Services), that has agreed to take responsibility for the Tender process, contract formation and overarching responsibility for the Framework Agreement.
Controller	A person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
Customer(s)	Means any public sector bodies who, as defined in Section One of the ITT document, can access and use the Framework Agreement and who shall take full responsibility for their own Individual Contracting processes.
Customer Access Agreement	Means the document completed and signed by the Customer and Contracting Authority, giving access to utilise the Framework Agreement.
Data Loss Event	A breach in security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal or commercial data. This includes breaches that are the result of both accidental and deliberate causes.

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Data Protection Impact Assessment	A DPIA is a process that organisations use to identify data protection risks and put procedures in place to reduce them. A DPIA will; (note this list is not exhaustive) include information about the nature, scope, context and purposes of the processing; assess how necessary the processing is and what compliance measures are in place to keep data safe; identify and assess risks to individuals; identify measures that can be put in place to reduce those risks.
Data Protection Legislation	All applicable laws and regulations relating to processing of Personal Data and privacy, including Data Protection Act 2018 (DPA 2018), and the General Data Protection Regulation (GDPR) as it applies in the UK.
Data Subject Access Request	Enables individuals to find out what Personal Data is held about them, why it is held and who it is disclosed to.
Data Subjects	The identified or identifiable living individual to whom Personal Data relates.
Default	Means any breach of the obligations of either Party or any default, act, omission, negligence or statement of either Party, its employees, agents or Sub-Contractors in connection with or in relation to the subject matter of the Framework Agreement and/or Individual/Contract and in respect of which such Party is liable to the other.
Direct Award	Means a way to place an Order directly with a Supplier using the pre-determined criteria detailed in Schedule Three of the ITT document, without re-opening competition.
Disputed Invoice	Means an invoice that is not in agreement with the Purchase Order and/or any changes previously agreed in writing by the Supplier and Customer.
Documentation	Means any document issued by either Party that is pertinent to the Framework Agreement and/or Individual Contract/Order. Such documents might include, but not be limited to, user guides and operating manuals.
Force Majeure	Means any act, event or cause beyond the reasonable control of either Party.
Framework Agreement	Means the overarching Framework Agreement between the Contracting Authority and the Supplier from which Orders and Individual Contracts are made and that shall include all terms, conditions and requirements as stated, within and under which Individual Contracts may be entered into by Customers and the Supplier(s).
Framework Management Fee	Means the fee payable to the Contracting Authority calculated as a percentage of the net invoice value of all Orders placed through the Framework Agreement.
Further Competition	Means the process by which Customers may obtain the Goods/Services through inviting competition among all capable Suppliers.

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Goods	Means the Goods to be provided by the Supplier in accordance with the Framework Agreement terms, conditions and requirements and Individual Contract/Order.
Implementation Plan	Means the plan to be developed by the Customer and Supplier and which will contain a schedule of tasks to be done, timescales for completion of said tasks, identifying the Party responsible for those tasks, together with milestones to be achieved and against which payments may be enacted.
Individual Contract	Means the Contract created between a Customer and Supplier for Goods and/or Services following a Further Competition or Direct Award process that shall abide by the Order requirements and Individual Contract Terms and Conditions.
Individual Contract Period	Means the total length of the Individual Contract as agreed between the Customer and Supplier.
Information Commissioner's Office	The UK's independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals.
Insolvency Event	(in the case of an individual) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or (in the case of a company) having a winding up order made or (except for the purposes of reconstruction or amalgamation) a resolution for voluntary winding up is passed or a receiver or manager administrator or administrative receiver is appointed or possession taken of the Supplier's assets by or on behalf of the holders of any debentures secured by a floating charge and the Customer shall be entitled to repayment of any monies paid in advance.
KCS Procurement Services	A trading function of Commercial Services, who takes responsibility for managing the Tender process and the Framework Agreement.
Law	Means any Law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of Law, or directives or requirements with which the relevant Party is bound to comply;
Liquidated Damages	Means a sum of money specified as the total amount of compensation an aggrieved Party should get if the other Party breaches certain part(s) of the Framework Agreement/Individual Contract.
Liquidated Damages Period	Means a period of ten (10) working days.

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Material Breach	Means a breach that has serious consequences on the outcome of the Framework Agreement or Individual Contract.
Novate/Novation	Whereby one-Party transfers all of their obligations, rights and benefits under an Individual Contract to a third party on agreement of all Parties. The original Party is extinguished, and a new Individual Contract is created.
Order	Means any Order for Goods/Services that is placed by the Customer with the Supplier under an Individual Contract.
Party/Parties	In the context of the Framework Agreement means, the Contracting Authority and/or the Supplier. In the context of an Individual Contract/Order, means the Customer and the Supplier. "Parties" shall mean both of the where the context permits.
Personal Data	Any information relating to an individual (a 'data subject') who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.
Price(s)	Means the charges (exclusive of any applicable VAT), payable to the Supplier by a Customer for the Goods/Services, on submission of an accurate invoice.
Processor	A person, public authority, agency or other body which processes Personal Data on behalf of the Controller.
Protective Measures	Means an appropriate technical and organisational measures to ensure the security of any data processing, which may include: encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
Purchase Order	Means any Order for Goods/Services that is placed by the Customer with the Supplier under an Individual Contract.
Service Credit	Means amount to be paid to the Contracting Authority or Customer if Supplier performances fails to meet the specified standards in the Service Level Agreement (SLA).
Services	Means the Services to be provided by the Supplier in accordance with the Framework Agreement terms, conditions and requirements and Individual Contract/Order.
Sub-Contractor	Means an arrangement where more than one supplying Party agree to cooperate to advance their

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	mutual interests, or where a contractor is to provide an agreed portion of the Goods/Services which form part of the Individual Contract.
Sub-Processor	When a processor sub-contracts all or some of the processing to another processor, that processor is referred to as a sub-processor.
Supplier(s)	Means the Supplier appointed as part of the Tender process to the Framework Agreement who has agreed to supply the Goods/Services under the terms, conditions and requirement of the Framework Agreement and any Individual Contracts/Order.
Supplier Improvement Plan	Means the Supplier's plan to improve its performance following a Default in obligations, to include: a) full details of the Default that has occurred, including a root cause analysis. b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default and (if applicable) to prevent such Default from recurring, including timescales.
Supply Chain	Means Suppliers or Sub-Contractors of any tier that execute any works, supply any Goods or provide any Services that are used wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Individual Contract.
Tenderer(s)	Means a potential Supplier that has submitted a Tender.
Vendor	Means a manufacturer that makes Goods for sale.
"Acquired Rights Directive"	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Broadly Comparable"	(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or (b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and "Broad Comparability" shall be construed accordingly;
"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine,

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	<p>loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d) compensation for less favourable treatment of part-time workers or fixed term employees; e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions; f) employment claims whether in tort, contract or statute or otherwise; g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including:</p> <ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;

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"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p> <p>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</p> <p>(c) the identity of the employer or relevant contracting Party;</p> <p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p> <p>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</p> <p>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</p> <p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p> <p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</p> <p>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and</p> <p>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;</p>
"Statutory Schemes"	means the CSPS, NHSPS or LGPS;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

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"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

SECTION 2 – INDIVIDUAL CONTRACT TERMS AND CONDITIONS



Audio Visual Solutions FORM OF DIRECT AWARD FRAMEWORK Y24003 – Issue No. 1

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Individual Contract Terms and Y24003

In this document the Terms and Conditions have been divided into three sections, compulsory, part compulsory and non-compulsory. The final Individual Contract should include the compulsory terms as defined in this document (including any amendments as agreed by both Parties) and the required terms taken from the part and non-compulsory sections.

These compulsory terms and conditions will then form the Individual Contract Terms and Conditions which will apply to the Individual Contract that is entered into between the Customer and the Supplier.

Section One – Definitions and Interpretations

Section Two – Individual Contract Terms and Conditions

- Clauses 1 to 27 are the core terms and conditions and cannot be amended
- Clauses 28 to 46 are additional terms that can be amended and added to the terms and conditions

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Section One – Definitions and Interpretations

Please refer to Annex G – Definitions and Interpretations

Section Two – Individual Terms and Conditions

1 Entire Contract

- 1.1 Subject to the provisions of the Framework Agreement relating to Individual Contracts, these Individual Contract Terms and Conditions, together with the Purchase Order/Form of Direct Award and the Supplier Terms and Conditions as agreed by both Parties, shall apply to the purchase of the Goods and/or Services by the Contracting Authority and/or Customers from the Supplier, to the exclusion of all other terms and conditions including any which the Supplier may purport to apply under any sales offer or similar document
- 1.2 The Individual Contract (as amended from time to time), together with any document expressly referred to in any of its terms and conditions, contains the entire Individual Contract between the Parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the Parties in relation to such matters. No oral explanation or oral information given by any Party shall alter the interpretation of this Individual Contract.
- 1.3 The Contracting Authority will not be liable for errors, omissions or misrepresentations of any information provided by the Customer.
- 1.4 In the event of any conflict between the Purchase Order, the Clauses in the Individual Contract and any Documentation referred to in those Clauses of the Individual Contract the conflict shall be resolved in accordance with the following order of precedence: -
 - a) Purchase Order/Form of Direct Award
 - b) Individual Contracts Terms and Conditions
 - c) Supplier Terms and Conditions
- 1.5 The Individual Contract may be executed in counterparts, each of which, when actioned, will constitute an agreement. All counterparts shall constitute the whole agreement.

2. Due Diligence and Accuracy of Information

- 2.1 Both Parties must carry out their own due diligence process prior to Individual Contract commencement date, to the extent possible and applicable.
- 2.2 To the extent possible and applicable, both Parties must satisfy itself of all relevant details relating to the suitability of the existing and future operating environment; operating processes and procedures and the working methods of the Customer ownership, functionality, capacity, condition and suitability of Customer equipment for use in the provision of the Goods and/or Services and any existing Individual Contracts and liabilities which are to be Novated to the Supplier.
- 2.3 To the extent that the Customer has provided Supplier with the required access requirements and/or information to assess the operating environment, the Supplier must advise the Customer, in writing, of each aspect of the operating environment that is not suitable for the provision of Goods and/or Services, the action needed to remedy each aspect and a timetable for the costs of those actions. For the purpose of this Clause 'in writing' includes e-mail. Each Party shall be liable to pay for costs, in event of a Default, incurred due to inaccuracies, discrepancies, omissions, and damage therein.
- 2.4 Both Parties shall be entitled to recover any direct and demonstrable additional costs resulting from any unsuitable aspects of the operating environment, misinterpretation of the requirements or failure by the Parties to satisfy itself as to the accuracy of the due diligence information.

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- 2.5 Both Parties will be responsible for ensuring they are in possession of the correct information from the other and for the accuracy of all information supplied to each Party in connection to the Audio- Visual Solutions

3. Conflict of Interest

- 3.1 The Supplier shall take all steps necessary to ensure that a conflict of interest does not occur, that will have an impact on the Customer. The Customer is to be satisfied that the Supplier is compliant with this request. The Supplier must promptly notify the Customer giving full details if any conflict arises or may arise.
- 3.2 The Customer reserves the right to terminate the Individual Contract immediately in writing to the Supplier and/or, where the Customer deems it necessary, to take steps to address the conflict between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of the Individual Contract. Any actions taken in relation to this Clause shall not prejudice or affect any right of action or remedy, which shall be accrued or hereafter be accrued to the Customer. For the purpose of this Clause 'in writing' includes e-mail.

4. Prevention of Fraud

- 4.1 The Supplier shall take all reasonable steps necessary to ensure prevention of any fraud by employees of the Supplier (including all shareholders, directors and members) in connection with monies received from the Customer.
- 4.2 The Supplier shall notify the Customer as soon as practically possible, if it has reason to believe that fraud has occurred or is likely to occur.
- 4.3 If the Supplier commits any fraud to this or any other Individual Contract in place with the Customer then the Customer may;
 - 4.3.1 Terminate the Individual Contract with immediate effect, by giving the Supplier written notice.
 - 4.3.2 Recover from the Supplier any direct costs incurred resulting from the termination including sourcing from an Alternative Supplier, for the remainder of the Individual Contract Period, any loss as a consequence of the breach of this Clause.
- 4.4 This Clause shall apply during the Individual Contract Period and for a period of two (2) years after the Individual Contract expiry date.

5. Warranties

The Supplier hereby represents and warrants to the Customer that:

- 5.1 The Supplier sells the Goods and/or Services with full title guarantee and free from all encumbrances; with the exception of Software only services that are leveraged and as such are not free from encumbrances and are not transferable to the Customer;
- 5.2 On delivery to the Customer, the Goods and/or Services will be in strict accordance with the specification set out or referred to in the Purchase Order/Individual Contract;
- 5.3 Each of the Parties warrants its power to enter into this Individual Contract and has obtained all necessary approvals to do so.
- 5.4 The Supplier has the skills and the appropriately qualified employees necessary to carry out the Services in conformity with the normal standards and legislation associated with the supply of the Goods and/or Services.

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- 5.5 The Supplier represents, warrants and undertakes to the Customer that they have disclosed to the Customer all information which might reasonably be expected to have a bearing or influence on the decision of the Customer to enter into this Individual Contract and that there are no facts or circumstances actually or constructively known to the Supplier at the commencement date which have not been disclosed might reasonably have been expected to influence such decision.
- 5.6 The Goods when delivered to the Customer will:
- 5.6.1 be of a satisfactory quality and as is practicably possible, be free from any defects in material or workmanship;
 - 5.6.2 comply with the appropriate United Kingdom, EU or International standards and with all applicable statutory requirements and regulations;
 - 5.6.3 the Goods and/or Services will be fit and sufficient for the purpose intended by the Customer as specified in the Purchase Order/Individual Contract and will comply with all applicable Laws and regulations in force in England and Wales;
 - 5.6.4 the Goods and/or Services do not and will not infringe any intellectual property right of any third Party.

*This clause 5.6 shall not apply to Individual Contracts for the provision of software only, including hosted software solutions and third-party software.

- 5.7 Each of the representations and warranties contained in Clause 5 (hereinafter referred to as "Warranties") shall be construed as a separate representation or warranty and shall not be limited by the terms of any of the other warranties or by any other term of this Individual Contract.
- 5.8 The Supplier acknowledges that the Customer has entered into this Individual Contract in reliance on the Warranties.
- 5.9 The Warranties shall continue in full force and effect notwithstanding delivery or payment for the Goods and/or Services and notwithstanding termination of this Individual Contract for any reason.

6. Duration of Individual Contract

- 6.1 In accordance with the 'Public Contract Regulations 2015' Individual Contracts based on a Framework Agreement are to be awarded before the end of the term of the Framework Agreement itself. The duration of the Individual Contract does not need to coincide with the duration of the Framework Agreement (48 months), but might, as appropriate, be shorter or longer.

7. Severance

- 7.1 Any provision of this Individual Contract that is, or may be, void or unenforceable shall, to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Individual Contract that shall remain in force to the fullest extent possible.

8. Waiver

- 8.1 No waiver or forbearance by either Party on any occasion (whether express or implied) in enforcing any of its rights under this Individual Contract shall prejudice its rights to do so in the future.

9. Assignment and Novation

- 9.1 This Individual Contract is personal to the Supplier and the Supplier shall not Assign, Novate, or otherwise dispose of this Individual Contract or any part thereof (including as part of a merger) without the previous consent in writing of the Customer, which shall not be unreasonably withheld. In the event that the Supplier is granted consent

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and enters into any sub-contract in connection with the Services, it shall impose obligations on its Sub-Contractors in terms no less restrictive to those imposed on it pursuant to this Individual Contract and it will enforce the same as necessary.

- 9.2 For the avoidance of doubt the Customer retains the right to Assign or transfer their rights in full under this Individual Contract without liability to the Supplier or to require the Supplier to Novate the Individual Contract in the event of Supplier either ceasing to carry on business or as directed by the Customer pursuant to Regulation 72 of The Public Contracts Regulations 2015 (SI 102/2015).

10. Force Majeure

Neither Party to the Individual Contract shall be liable for any Default due to any act of God, war, fire, flood, drought, tempest or other event beyond the reasonable control of either Party. If a state of Force Majeure exists to the extent that the Individual Contract/Purchase Order cannot be executed for a continuous period of six (6) months the Individual Contract shall be automatically terminated with no liability on either Party.

11. Bribery, Corruption and Collusion

- 11.1 The Customer shall be entitled immediately to terminate this Individual Contract with the Supplier and to recover from the Supplier the amount of any loss resulting from such termination if:
- 11.1.1 the Supplier, or any person employed by the Supplier or acting on his behalf (whether with or without the knowledge of the Supplier) shall have offered to give or agreed to give to any person any gift or consideration at any time as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Individual Contract or any other Individual Contract with the Customer or for showing or forbearing to show favour or disfavour to any person in relation to this Individual Contract or any other Individual Contract with the Customer.
 - 11.1.2 in relation to any Individual Contract with the Customer the Supplier or persons employed by him or acting on his behalf shall have committed any offence under the Bribery Act 2010 or have given any fee or reward the receipt of which is an offence under the Local Government Act 1972 Section 117.
 - 11.1.3 the Supplier, when tendering, fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person or, before the time specified for the return of Tenders;
 - 11.1.3.1 communicated to a person other than the Customer the amount or the approximate amount of his Tender (except where the disclosure in confidence of the appropriate amount of his Tender was essential to obtain insurance premium quotations required for the preparation of his Tender).
 - 11.1.3.2 entered into an agreement with any other person whereby that other person would refrain from Tendering or as to the amount of any Tender to be submitted:
 - 11.1.3.3 offered or paid to give or agreed to 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 any act or thing of the sort described above.
- 11.2 For the purpose of this Clause the expression "loss" shall include the reasonable cost to the Customer of the time spent by its officers in terminating this Individual Contract/Purchase Order and in making alternative arrangements for the supply of the Goods and/or Services.

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12. Official Secrets Acts

- 12.1 The Supplier shall comply with and shall ensure that its staff comply with, the provisions of: -
 - 12.1.1 The Official Secrets Act 1989; and
 - 12.1.2 Section 182 of the Finance Act 1989
- 12.2 In the event that the Suppliers staff fail to comply with this Clause, the Customer reserves the right to terminate the Individual Contract immediately, by giving written notice to the Supplier.

13. Confidentiality

- 13.1 Each Party shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Individual Contract or except where disclosure is otherwise expressly permitted by the provisions of this Individual Contract.
- 13.2 The Supplier shall take all necessary precautions to ensure that all Confidential Information obtained from the Customer under or in connection with the Individual Contract:
 - 13.2.1 is given only to such of the staff and professional advisors or consultants engaged to advise it in connection with the Individual Contract as is strictly necessary for the performance of the Individual Contract and only to the extent necessary for the performance of the Individual Contract;
 - 13.2.2 is treated as confidential and not disclosed (without prior approval) or used by any staff or such professional advisors or consultants' otherwise than for the purposes of the Individual Contract.
- 13.3 Where it is considered necessary, the Supplier shall ensure that staff or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Individual Contract.
- 13.4 The Supplier shall not use any Confidential Information received otherwise than for the purposes of the Individual Contract.
- 13.5 The provisions of Clauses 13.1 to 13.4 shall not apply to any Confidential Information received by one Party from the other:
 - 13.5.1 which is or becomes public knowledge (otherwise than by breach of this Clause);
 - 13.5.2 which was in the possession of the other Party previous to entering into the Individual Contract;
 - 13.5.3 that is received from a third Party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 13.5.4 is independently developed without access to the Confidential Information;
 - 13.5.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act (FOIA), the Code of Practice on Access to Government Information or the Environmental Information Regulations.
- 13.6 Nothing in this Clause shall prevent the Customer:
 - 13.6.1 disclosing any Confidential Information for the purpose of:
 - 13.6.1.1 the examination and certification of the Customer's accounts; or

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- 13.6.1.2 any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.
- 13.6.2 disclosing any Confidential Information obtained from the Supplier:
 - 13.6.2.1 to any other department, office or agency of the Crown; or
 - 13.6.2.2 to any person engaged in providing any Services to the Customer for any purpose relating to or ancillary to the Individual Contract;
 - 13.6.2.3 provided that in disclosing information under sub-paragraph 13.6.2.1 or 13.6.2.2 the Customer discloses only the information, which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 13.7 Nothing in this Clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Individual Contract/Purchase Order in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 13.8 In the event that the Supplier fails to comply with this Clause 13, the Customer reserves the right to terminate the Individual Contract by notice in writing with immediate effect.
- 13.9 The Supplier and the Customer hereby undertakes to the other that during the currency of this Individual Contract/Purchase Order and for the period of twelve (12) months following upon its termination or expiry it will not directly or by its agent or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his employment.
- 13.10 For the purposes of the Customer's undertaking under this Clause 13 the information shall be deemed to include all information (written or oral) concerning the Purchase Order requirement. The provisions under this Clause 13 are without prejudice to the application of the Official Secrets Acts 1989 to any Confidential Information.
- 14. Freedom of Information**
- 14.1 The Supplier acknowledges that the Customer is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Customer (at the Supplier's expense) to enable the Customer to comply with these information disclosure requirements.
- 14.2 The Supplier shall and shall ensure that its Sub-Contractors shall
 - 14.2.1 transfer the request for information to the Customer as soon as practicable after receipt and in any event within two (2) working days of receiving a request for information;
 - 14.2.2 provide the Customer with a copy of all information in its possession or power in the form that the Customer requires within five (5) working days (or such other period as the Customer may specify) of the Customer requesting that information; and
 - 14.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a request for information within the time for compliance set out in Section 10 of the FOIA.
- 14.3 The Customer shall be responsible for determining at its absolute discretion whether:
 - 14.3.1 the information is exempt from disclosure under the Freedom of Information Act and the Environmental Information Regulations;
 - 14.3.2 the information is to be disclosed in response to a request for information, and in no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by the Customer.

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- 14.4 The Supplier acknowledges that the Customer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:
- 14.4.1 without consulting with the Supplier; or
 - 14.4.2 following consultation with the Supplier and having taken its views into account.
- 14.5 The Supplier shall ensure that all information produced in the course of the Individual Contract or relating to the Individual Contract is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time. The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Customer may nevertheless be obliged to disclose Confidential Information in accordance with Clause 14.4.
- 15. Rights of Third Parties**
- 15.1 A person who is not a Party to this Individual Contract has no rights under the Individual Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Individual Contract but this does not affect any right or remedy of a third Party that exists or is available apart from such Act.
- 16. Cumulative Remedies**
- 16.1 Except as otherwise expressly provided by the Individual Contract, all remedies available to either Party for breach of the Individual Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 17. Diversity**
- 17.1 Throughout the duration of this Individual Contract the Supplier shall and in addition shall ensure that its Sub-Contractors shall discharge their obligations under this Individual Contract and supply the Good and/or Services in accordance with their responsibilities under the Equalities Act 2010 and Codes of Practice issued by the Equal Opportunities Commission, the Commission for Racial Equality and the Disability Rights Commission and shall in addition discharge its obligations under this Individual Contract and provide the Goods and/or Services in a manner consistent with the Customer policies and guidelines.
- 18. Liquidated Damages**
- 18.1 Individual Contracts/Orders will be subject to Liquidated Damages, only where agreed in writing by the Parties. The value of any such damages will be agreed between the Customer and the Supplier and will be made up of demonstrable losses resulting from Supplier failing, payable to the impacted Parties. Losses will be restricted - i.e. to costs incurred or any required replacement or repair by the impacted Party, but shall exclude such this as expected profit. If not agreed in writing by both Parties at award of the Individual Contract then this Clause 18 will not apply.
- 19. Dispute Resolution Procedure/Arbitration**
- 19.1 The Parties shall attempt to resolve any disputes (other than those relating to the termination of this Individual Contract in whole or in part) arising under or in relation to this Individual Contract by initially following the Escalation Procedure (Clause 28), in the event the Escalation Procedure fails to achieve agreement or in exceptional circumstances the Customer reserves the right to refer the matter to the Dispute Resolution Procedure identified below.

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- 19.2 If the Parties have failed to resolve a dispute by following the Escalation Procedure, then the Customer's authorised representative and the Suppliers Managing Director shall hold formal discussions during a period of twenty (20) working days to attempt to resolve the dispute in good faith. If the Customer's authorised representative and the Suppliers Managing Director determine in good faith that resolution through continued discussions does not appear likely within such twenty (20) working day period, then the Parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution's (CEDR's) Model Mediation Procedure.
- 19.3 The specific format for the discussions shall be determined at the discretion of the Parties, but may include the preparation of agreed statements of fact or written statements of position.
- 19.4 Proposals and information exchanged during the informal proceedings described in this Clause between the Parties shall be privileged, confidential and without prejudice to a Party's legal position in any formal proceedings. All such proposals and information, as well as any conduct during such proceedings, shall be considered settlement discussions and proposals, and shall be inadmissible in any subsequent proceedings.
- 19.5 In the event that the Parties fail to agree the resolution of the dispute at the end of the mediation, and the Dispute Resolution Procedure has been exhausted, either Party may then invoke legal proceedings to seek determination of the dispute.
- 19.6 The Supplier shall continue to provide the Goods and/or Services in accordance with the terms of this Individual Contract until a dispute has been resolved.
- 19.7 Nothing in this Dispute Resolution Procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 19.8 Any dispute difference or question between the Parties to this Individual Contract with respect to any matter or thing arising out of or relating to this Individual Contract which cannot be resolved by negotiation and except in so far as may be otherwise provided in this Individual Contract shall be referred to arbitration under the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof by a single arbitrator to be appointed by agreement between the Parties or in Default of Agreement by the President for the time being of the Chartered Institute of Arbitrators.
- 20. Jurisdiction**
This Individual Contract shall be governed and construed in accordance with the Law of England and Wales. This Clause 20 may be adapted so that the Individual Contract is under Scottish or Northern Irish Law.
- 21. Non-Discrimination and Modern Slavery**
- 21.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).
- 21.2 The Supplier shall take all reasonable steps to secure the observance of Clause 21.1 by all servants, employees or agents of the Supplier and all Suppliers and Sub-Contractors employed in the execution of the Framework Agreement.
- 21.3 The Supplier shall comply with the Modern Slavery Act 2015
- 21.4 The Supplier undertakes, warrants and represents that neither the Supplier nor any of its officers, employees, agents or Sub-Contractors has:
- 21.4.1 committed an offence under the Modern Slavery Act 2015 (a "MSA Offence");

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21.4.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

21.4.3 is aware if any circumstances within its Supply Chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

21.5 The Supplier shall notify the Contracting Authority immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or Sub-Contractors have, breached the Modern Slavery Act 2015.

22. Title and Risk

22.1 Risk in the Goods shall not pass to the Customer unless and until the Goods are unloaded at the delivery location specified in the Individual Contract and signed for by the Customer. If the Goods are rejected by the Customer for any reason at any time after delivery has been affected, then the Supplier shall promptly collect the rejected Goods from the Customer and risk in the Goods shall revert to the Supplier immediately upon the Goods being removed from the Customer premises by the Supplier or their nominated carrier.

22.2 Title to the Goods being purchased by the Customer shall pass to the Customer upon payment of the relevant invoice(s) in accordance with Clause 23 – Invoicing and Payment. This excludes any Supplier equipment used to provide the Service where title will remain with the Supplier.

22.3 In the instance that a Customer changes its operating status, i.e. Funded School to Academy, all rights and support as previously granted in relating to the Goods and/or Services will be transferred at no cost to the new body.

22.4 Title and Risk to remain with the Supplier where the Supplier is wholly funding the assets.

23. Invoicing and Payment

23.1 Invoices should be formatted in accordance with the reasonable instructions received from the Customer or their delegated representative, quoting relevant reference numbers and should contain a summary of transactions/work completed.

23.2 Where appropriate the Supplier shall accept payment through a government procurement card/purchasing card and should be able to operate within a cashless payment system.

23.3 It is important that invoices are accurate and must include the correct official Purchase Order number. Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice.

23.4 If an invoice is disputed (whether paid or outstanding) by Customer to whom it is addressed, that Party will pay the undisputed portion of the invoice. Any such payment shall not, under any circumstances, be deemed to represent or amount to an admission of liability for any sums outstanding as a debt due and properly payable to the Supplier. In the event of any sum being disputed, whether unpaid or already paid, the Customer and the Supplier shall discuss such sum in dispute as soon as is reasonably practicable and within thirty (30) days of written notification of the same after becoming aware of such disputed sum. If no agreement is reached within seven (7) Working Days thereafter the sum in dispute shall be dealt with in accordance with the provisions of Clause 19.

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- 23.5 Should the Customer fail to pay undisputed invoices on three consecutive occasions, the Supplier may give the Customer thirty (30) days' notice that it will cease/withhold Services, until such time as the outstanding values are paid.
- 23.6 The Customer shall only make payment (unless agreed otherwise in writing between the Parties) after delivery of all the Goods and/or Services specified in the relevant Individual Contract/Purchase Order and where delivery is by instalments payment shall be made after delivery of each instalment and after receipt by a duly authorised officer of the Customer/of a detailed invoice showing correct invoice value (and where VAT is payable, a VAT invoice) clearly stating the Individual Contract/Purchase Order number as appropriate.
- 23.7 Where the provisions of Clause 23.6 have been complied with payments will normally be made by the Customer within thirty (30) days of the to the date of the invoice(s). The Customer reserves the right to withhold payment where the provisions of Clause 23.1 have not been complied with.
- 23.8 The Contracting Authority and/ or KCS Procurement Services shall not be held responsible for payments due from individual Customers.

24. Notices

Any notice to be served on either of the Parties by the other shall be in writing and sent by post or email. By first class post to the address of the relevant Party shown at the head of the Purchase Order/Individual Contract, shall be deemed to have been received by the addressee within seventy-two (72) hours of posting or twenty-four (24) hours if sent by e-mail to the correct e-mail address of the addressee.

25. Disruption

- 25.1 The Supplier shall take reasonable care to ensure that the performance of the Individual Contract by the Supplier does not disrupt the operations of the Customer, its employees and any of its Suppliers working under control of the Customer.
- 25.2 The Supplier shall inform the Customer as soon as practically possible of any potential or actual industrial action that will cause effect to the Customer and delivery to the Individual Contract.
- 25.3 In the event of any Industrial action or anticipated delay the Supplier will seek acceptance of alternative plans to ensure supply to the Individual Contract. If the proposals are deemed as insufficient to ensure Individual Contract delivery, this will be deemed as a Material Breach and the Individual Contract may be terminated in accordance with Clause 30.7.
- 25.4 If the disruption is caused by direction of the Customer then the Customer will make an allowance to the Supplier of any proven expense, for direct cost, that has been agreed by the Customer, as a direct result of the disruption.

26. Transfer and Sub-Contracting

- 26.1 The Customer reserves the right to reject the use of any particular Sub-Contractor. In the case of rejection the Customer will notify the Supplier of its reasoning in writing. Reasons for rejection include, but are not limited to, a Sub-Contractor banned from entering premises, financial risk, criminal prosecutions pending, failure to meet Terms and Conditions of Individual Contract or Framework Agreement.

If a Sub-Contractor is appointed this does not release the Supplier from any liability to the Customer, in respect of the sub-contracted Services and the Supplier shall be responsible for the acts, Defaults, or neglect of any Sub-Contractor or their agents or

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employees in all respects as if they were the acts, Defaults or neglects of the Supplier or their agents or employees.

- 26.2 The Supplier shall be responsible for all acts, and omissions of its Sub-Contractors.
- 26.3 Where approval has been given to the Supplier to engage Sub-Contractors, the Supplier will provide, on written request, a redacted copy of the sub-contract to the Customer which will be treated as Confidential Information.
- 26.4 Subject to Clause 26.6 the Customer may Novate or otherwise dispose of its rights and obligations under the Individual Contract or any part thereof to:-
- 26.4.1 any Customer
 - 26.4.2 any body established by the Crown or under statute in order to substantially perform any functions that had previously been performed by the Customer.
 - 26.4.3 any private/third sector body which substantially performs the functions of the Customer.

Provided that any such Novation or other disposal shall not increase the burden of the Suppliers obligations under the Individual Contract.

- 26.5 Any change to the legal status of the Customer shall not, subject to Clause 26.6, affect the validity of the Individual Contract. In such circumstances the Individual Contract shall bind and inure to the benefit of any successor body to the Customer.
- 26.6 If the rights and obligations are Novated or otherwise disposed of under the Individual Contract relating to Clause 26.4 to a body which is not a contracting body or if there is a change in the legal status of the Customer, such as it ceases to be a Contracting Authority, in the remainder of the Clause both bodies will be referred to as **'the Transferee'**: -
- 26.6.1 the rights of termination of the Customer in Clause 30 - Termination shall be available to the Sub-Contractor in the event of, respectively, the bankruptcy or insolvency or Default of the transferee; and
 - 26.6.2 the transferee shall only be able to Novate, or otherwise dispose of its rights and obligations under the Individual Contract or any part thereof with the previous consent in writing of the Supplier.
- 26.7 The Customer may disclose to any transferee any Confidential Information of the Supplier, which relates to the performance of the Suppliers obligations under the Individual Contract. In such circumstances the Customer shall authorise the transferee to use such Confidential Information only for the purpose relating to the performance of the Suppliers obligations under the Individual Contract and for no other purposes and shall take all steps to ensure that the transferee gives a Confidential Information undertaking in relation to the Confidential Information.
- 26.8 Each of the Parties shall, at its own cost, carry out, or use reasonable endeavours to carry out, whatever further actions, including the issue of further Documentation that the other Party requires, from time to time, for the purpose of giving the other Party the full benefit of the provisions of the Individual Contract.
- 27. Acceptance of Conditional Tender**
- 27.1 If an Individual Contract is entered into following the submission and acceptance of a conditional Tender by the Customer, the Customer reserves the right to remove such condition at any time during the term of the Individual Contract without penalty or incurring additional cost by the giving of thirty (30) days' notice in writing.

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27.2 The Supplier in accepting the Customer's request for removal of said condition shall continue to provide the remaining element of the Individual Contract in accordance with the terms and conditions as stated in the Individual Contract.

27.3 If the Supplier rejects the Customer's request for removal of said condition or wishes to increase the cost of delivery of the remaining Goods/Service then the Customer reserves the right to terminate the Individual Contract by the giving of notice in accordance with the Termination Clause 30 contained herein. Where the Individual Contract is terminated in accordance with this Clause 27.3 the Customer shall pay to the Supplier any actual and demonstrable costs commensurate with the Goods/Service provided.

28. Escalation Procedure

28.1 The following outlines the formal escalation procedure that shall be followed in the event that a Supplier or Customer may experience a problem(s) that it is unable to resolve.

Level One

28.2 The Customer and Supplier will agree to use reasonable endeavours to resolve any such problems at level one before initiating level two of this escalation procedure. In any event the escalation procedure should only be initiated whereby performance shows no improvement or the Parties are unable to agree.

Level Two

28.3 Should the Parties at Level One be unable to resolve the issues the Contracting Authority shall act as an intermediary and mediator to assist in resolving the issue. Either Party may approach the Contracting Authority for assistance. In any such event the Contracting Authority shall act as impartial body acting in the best interests of the Framework Agreement with a view to working toward a satisfactory resolution.

Level Three

28.4 In the event that both Levels One and Two are exhausted without resolution then the Parties shall agree to follow the Dispute Resolution Procedure (Clause 19).

28.5 Escalation Path relating to Product or Service Delivery Failure:

Level	Customer	Supplier	Timescales for Completion
1	Authorised Representative of Ordering / Customer	Local Account Manager	Ten (10) working days from notification
2	Authorised Representative of Customer responsible for Ordering Body/Authority	Regional Account Manager or Sales Director	Ten (10) working days from notification to enact
3	Authorised Representative of Contracting Authority	Company Director	Fifteen (15) working days from notification

29. Liability

Clause 29.1 cannot be changed

29.1 The liability of both Parties for:

- 29.1.1 death or injury resulting from its own or that of its employees' agents or Sub-Contractors' negligence; and
- 29.1.2 all damage suffered by either Party as a result of the implied statutory undertakings as to title quiet possession and freedom from encumbrances
- 29.1.3 fraud or fraudulent misrepresentation; and
- 29.1.4 any other liability which it would be unlawful to exclude or attempt to exclude

Shall **not** be limited.

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- 29.2 Except as set out in Clauses 29.1, in no event will either Party be liable, whether based on an action or claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise arising out of, or in relation to, the Individual Contract, for:
- 29.2.1 loss of profits, business, revenue, contracts, opportunity, anticipated savings, goodwill or reputation; or
 - 29.2.2 any consequential or indirect losses or damages.
- 29.3 Subject to Clause 29.1, the total aggregate liability of either Party to the other whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, each Individual Contract will be limited to an amount equal to 100% of the total value of the Order/ Individual Contract
- 29.4 In order to cover its liabilities the Supplier shall maintain, as a minimum, the following level of insurance. The Supplier must also ensure that any permitted Sub-Contractors maintain a level of insurance, to be agreed between the Supplier and Sub-Contractor, that enables them to meet their obligations in the delivery of any Individual Contract, throughout the Individual Contract Period;
- 29.4.1 Product Liability Insurance – limit £5 million (Five million pounds sterling) per claim or series of related claims
 - 29.4.2 Public Liability Insurance – limit £5 million (Five million pounds sterling) per claim or series of related claims
 - 29.4.3 Employer's Liability Insurance – limit £5 million (Five million pounds sterling) per claim or series of related claims
 - 29.4.4 Professional Indemnity Insurance – Limit £1 million (One million pounds sterling) per claim or series of related claims, if supplying an associated Service
 - 29.4.5 If the Customer requires a variant level of insurance, then this will be requested at the Further Competition/Purchase Order stage of the Individual Contract. Failure to revise the insurance level may cause exclusion from the process. The Supplier is not to offer any level of insurance below that stated in Clauses 29.4.1 to 29.4.4.
 - 29.4.6 The Supplier is responsible for comprehensively insuring all items including vehicles maintained by the Supplier against third Party claims and for accidental damage, fire, theft or loss whilst in the custody or control of the Supplier.
 - 29.4.7 any other insurances required under any applicable legislation or at time of Individual Contract.
- 29.5 The following provisions, and any provisions of Clauses 43.2.1.1 to 43.2.1.5 set out both Parties liability (including any liability for the acts and omissions of its employees, agents and Sub-Contractors) in respect of.
- 29.5.1 any breach of its contractual obligations arising under this Individual Contract; and
 - 29.5.2 any representation statement or tortious act or omission including negligence arising under or in connection with this Individual Contract
- 29.6 Any act or omission on the part of either Party, its employees, agents or Sub-Contractors falling within Clause 29.4 shall for the purposes of this Clause 29 be known as an 'event of Default'.
- 29.7 The Supplier shall not be liable to the Customer in respect of any event of Default for loss of profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third

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Party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.

- 29.8 If a number of events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Individual Contract.
- 29.9 The Customer will afford the Supplier an agreed number of days (up to thirty (30) days) in which to remedy any event of Default exclusive of the Service Level Agreement (SLA) associated Key Performance Indicators (KPI's) and the Escalation Procedure (Clause 28).
- 29.10 Except in the case of an event of Default arising under Clause 29.7 the Supplier shall have no liability to the Customer in respect of any direct losses in the event of Default unless the Customer shall have served notice of the same upon the Supplier within two (2) years of the date it became aware of the circumstances giving rise to the event of Default or the date when it ought reasonably to have become so aware.
- 29.11 Nothing in this Clause 29 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.
- 29.12 Should the Supplier fail to provide upon reasonable notice satisfactory evidence of insurance referred to in Clause 29.4, the Customer may:
- 29.12.1 at its discretion arrange suitable cover. Any premiums paid by the Customer to affect such insurance on behalf of the Supplier shall be recoverable from the Supplier or, at the Customer option, deducted from any money owed to the Supplier.
 - 29.12.2 require the Supplier to effect and provide evidence of suitable cover within seven (7) days of notification.
 - 29.12.3 cancel this Individual Contract with immediate effect.
- 30. Termination**
- 30.1 The Customer shall be entitled immediately to terminate the Individual Contract and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier is in Material Breach of any of the terms of this Individual Contract.
- 30.2 Due to the specific nature of some Goods that may be delivered under this Framework Agreement, it may not be permissible to terminate the Individual Contract or return purchased Goods. This must be relayed in writing to the Customer by the Supplier prior to an Order being placed. If no arrangement is in place, or the Goods are faulty then the Customer may terminate the Purchase Order/Individual Contract at any time before all of the Goods and/or Services are delivered by giving written notice and thereafter:
- 30.2.1 the Supplier shall cease to be bound to deliver and the Customer shall cease to be bound to receive delivery of any further Goods and/or Services;
 - 30.2.2 provided the Supplier has received the termination fee [to be defined prior to signature as part of the Individual Contract/Order] from the Customer, the Customer shall cease to be bound to pay that part of the Price that relates to the Goods and/or Services that have not been delivered
 - 30.2.3 the Customer shall not be liable for any loss or damage whatsoever arising from such termination.
- 30.3 The Customer may terminate this Individual Contract at any time, where;
- 30.3.1 There is an Insolvency Event;
 - 30.3.2 The Supplier or its Affiliates embarrass or bring the Customer into disrepute or diminish the public trust in them.

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30.4 The Supplier shall notify the Customer as soon as practically possible if the Supplier undergoes a change of control. The Customer may terminate, only where the delivery of Services/Individual Contract is likely to materially impacted by such a change of control, by notice within six (6) months of: -

30.4.1 being notified that a change control has occurred; or

30.4.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control;

But shall not be allowed to terminate where an approval was granted prior to the Change of Control.

Termination on Default

30.5 The Customer may terminate the Individual Contract by giving written notice to the Supplier with immediate effect if the Supplier commits a Default and if: -

30.5.1 The Supplier has not remedied the Default to the requirements of the Customer within twenty (20) working days, or such period as may be specified by the Customer after issue of a written notice stating the Default and requesting the Default to be remedied; or

30.5.2 the Default is not capable, of remedy; or

30.5.3 the Default is a Material Breach of the Individual Contract. In the event of a Material Breach the Customer is entitled to claim reasonable costs from the Supplier

30.6 If the Customer fails to pay the Supplier undisputed sums of money when agreed by Individual Contract, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums then: -

30.6.1 Interest on payment shall not be subject to the Late Payment of Commercial Debts Interest Act, 1998 and as amended and supplemented by the Late Payment of Commercial Debts Regulations, 2002 until the completion of the Dispute Resolution Process or receipt of the decision from the adjudicator, in accordance with the agreed Dispute Resolution process.

30.6.2 All undisputed sums due from either of the Parties to the other which are not paid on the due date agreed in the Individual Contract shall bear interest from day to day at the annual rate of 2% over the base lending rate of the Bank of England.

30.7 If the Customer refuses to pay the outstanding undisputed payments to the Supplier, then the Supplier will be able to terminate the Individual Contract after a period of ninety (90) days of the date of such written notice, save that the such right of termination shall not apply where the Customer is exercising its rights under Clause 23 (Invoicing and Payment).

30.8 Where a Contract Period is specified in the Individual Contract then the Individual Contract shall come to an end at the end of such Period (if it has not already come to an end or been terminated before that date).

30.9 All termination or coming to an end of this Individual Contract shall be without prejudice to any claims for prior breach of this Individual Contract and all of the conditions which expressly or impliedly have effect after termination of this Individual Contract for any reason will continue to be enforceable notwithstanding such termination or coming to an end.

Framework Agreement

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30.10 Individual Contracts will continue to run even if the Framework Agreement is terminated unless terminated by the Customer under this Clause 30 Termination.

Termination by the Supplier

30.11 The Supplier shall have the right to terminate the Individual Contract /Purchase Order, by giving ninety (90) days' notice.

Consequences of Termination

30.12 Where the Customer terminates the Individual Contract under Clause Termination on Default (30.5) and then makes other arrangements for the supply of the Goods/Services the Customer may recover the reasonable costs, from the original Supplier, incurred to make those arrangements and any additional costs incurred during the remainder of the original Individual Contract Period. Where the Individual Contract is terminated under the Clause Termination on Default (30.5 – 30.9) no further payments shall be payable to the Supplier by the Customer, until the Customer has established the final cost for making these arrangements.

31. Recovery upon termination

On termination of the Individual Contract for any reason, the Supplier shall;

31.1 Return to the Customer all Confidential Information and any IPRs belonging to the Customer that are in the Suppliers or its Sub-Contractors possession, unless the Supplier is required by Law to retain copies.

31.2 Deliver to the Customer all property, including materials, documents, information etc. that has been provided by the Customer.

31.3 Where the end of the Individual Contract arises due to the Suppliers Default, the Supplier shall provide all assistance to complete the Clause 31.1 and 31.2 free of charge and within timescales stated. If this is not complied with the Supplier shall pay the Customer additional costs to achieve the stated recovery dates.

31.4 Compliance with Clause 31.1 and 31.2 shall be within ten (10) working days from termination of the Individual Contract.

32. Data Protection and GDPR

32.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do must be determined by the Contracting Authority and/or Customer and may not be determined by the Supplier.

32.2 The Supplier shall notify the Contracting Authority and/or Customer without undue delay if it considers that any of the Contracting Authority and/or Customer's instructions infringe the Data Protection Legislation.

32.3 The Supplier shall provide all reasonable assistance to the Contracting Authority and/or Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Contracting Authority and/or Customer, include:

32.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

32.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

32.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

32.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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- 32.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Individual Contract:
- 32.4.1 process that Personal Data only in accordance with such agreement as stated in Clause 32.1, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Contracting Authority and/or Customer before processing the Personal Data unless prohibited by Law;
 - 32.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Contracting Authority and/or Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - 32.4.3 ensure that:
 - 32.4.3.1 the Supplier personnel do not process Personal Data except in accordance with this Individual Contract;
 - 32.4.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Supplier personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-Processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Contracting Authority and/or Customer or as otherwise permitted by this Individual Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - 32.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Contracting Authority and/or Customer has been obtained and the following conditions are fulfilled:
 - (i) the Contracting Authority and/or Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Contracting Authority and/or Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Contracting Authority and/or Customer in meeting its obligations); and
the Supplier complies with any reasonable instructions notified to it in advance by the Contracting Authority and/or Customer with respect to the processing of the Personal Data;
 - 32.4.5 at the written direction of the Contracting Authority and/or Customer, delete or return Personal Data (and any copies of it) to the Contracting Authority and/or Customer on termination of the Individual Contract unless the Supplier is required by Law to retain the Personal Data.
- 32.5 Subject to Clause 32.6, the Supplier shall notify the Contracting Authority and/or Customer without undue delay if it:

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- 32.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 32.5.2 receives a request to rectify, block or erase any Personal Data;
 - 32.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 32.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Individual Contract;
 - 32.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 32.5.6 becomes aware of a Data Loss Event.
- 32.6 The Supplier's obligation to notify under Clause 32.5 shall include the provision of further information to the Contracting Authority and/or Customer in phases, as details become available.
- 32.7 Taking into account the nature of the processing, the Supplier shall provide the Contracting Authority and/or Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 32.5 (and insofar as possible within the timescales reasonably required by the Customer including by promptly providing:
- 32.7.1 the Contracting Authority and/or Customer with full details and copies of the complaint, communication or request;
 - 32.7.2 such assistance as is reasonably requested by the Customer to enable the Contracting Authority and/or Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 32.7.3 the Contracting Authority and/or Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 32.7.4 assistance as requested by the Contracting Authority and/or Customer following any Data Loss Event;
 - 32.7.5 assistance as requested by the Contracting Authority and/or Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Contracting Authority and/or Customer with the Information Commissioner's Office.
- 32.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 32.8.1 the Contracting Authority and/or Customer determines that the processing is not occasional;
 - 32.8.2 the Contracting Authority and/or Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 32.8.3 the Contracting Authority and/or Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 32.9 The Supplier shall allow for audits of its data processing activity by the Contracting Authority and/or Customer or the Contracting Authority and/or Customer's designated auditor.
- 32.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.

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- 32.11 Before allowing any Sub-Processor to process any Personal Data related to this Individual Contract, the Supplier must:
- 32.11.1 notify the Contracting Authority and/or Customer in writing of the intended Sub-Processor and processing;
 - 32.11.2 obtain the written consent of the Contracting Authority and/or Customer;
 - 32.11.3 enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Clause 32 such that they apply to the Sub-Processor; and
 - 32.11.4 provide the Contracting Authority and/or Customer with such information regarding the Sub-Processor as the Contracting Authority and/or Customer may reasonably require.

32.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-Processor.

32.13 The Contracting Authority and/or Customer may at any time, on no less than thirty (30) working days' notice, revise this Clause by replacing it with any applicable Controller to Processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Individual Contract).

32.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Contracting Authority and/or Customer may on not less than thirty (30) Working Days' notice to the Supplier amend this Framework Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

33. Warranty

33.1 All Goods must be supplied as a minimum with standard manufacturer's warranty period.

33.2 Extended warranty may be offered to the Customer with their agreement. Defective Goods will be returned in accordance with the agreed returns procedure.

33.3 Repairs not included in the manufacturer's warranty may be chargeable. Any charges will be reasonable and with the agreement of the Customer and the Supplier.

34. Finance/Operating Lease

34.1 It shall be the Suppliers responsibility to ensure that when dealing direct with the Customer that the Customer has the ability to enter into the agreement.

34.2 If at any point during the Individual Contract it is determined that the Supplier has entered into an agreement with any Customer that does not meet the correct and permitted arrangements the Individual Contract will be terminated without penalty to the Customer and/or Contracting Authority.

35. Intellectual Property Rights (IPRs)

35.1 Each Party keeps ownership of its own existing IPRs. The Supplier gives the Customer a non-exclusive, royalty-free, irrevocable, non-transferable non-sub licensable licence to use the Supplier's existing IPR to enable it to both to receive and use the Goods.

35.2 Any new IPR created in conjunction with the Customer or specifically for the purpose of the Individual Contract, is owned by the Customer unless otherwise agreed by both Parties. The Customer gives the Supplier a licence to use any existing IPRs and new IPRs for the purpose of fulfilling its obligations during the Individual Contract Period.

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- 35.3 Where a Party acquires ownership of IPRs incorrectly under this Individual Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 35.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos nor trademarks, except as provided in Clause 35 or otherwise agreed in writing.
- 35.5 If there is an IPR Claim, the Supplier indemnifies the Contracting Authority and each Customer and each Customer indemnifies the Supplier against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result. The indemnifying Party will have sole control over defending any IPR claim.
- 35.6 If an IPR claim is made or anticipated the Supplier must at its own expense and the Customer's sole option, either:
- 35.6.1 obtain for the Contracting Authority and the Customer, the rights in Clause 35.1 and 35.2 without infringing any third Party IPR
 - 35.6.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Goods
- 36. Price and Variation**
- 36.1 The Price shall be the Price agreed on award of the Individual Contract. The Price shall include:
- 36.1.1 the delivery of the Goods and/or Services and any supporting Documentation;
 - 36.1.2 the provision of any required supporting Services; and
 - 36.1.3 all levies and taxes payable in respect of any costs incurred to facilitate the delivery of Property Refurbishment, Maintenance & Management and Documentation.
- 36.2 The Price shall not include Value Added Tax (VAT) which shall be payable by the Customer in the manner and at the rate from time to time prescribed by Law.
- 36.3 The Individual Contract Price shall only be varied:
- 36.3.1 where agreed, and in accordance with, the Individual Contract
 - 36.3.2 due to a specific change in Law in relation to which the Parties agree that a change is required to all or part of the Individual Contract Price.
 - 36.3.3 where all or part of the Individual Contract Prices are reduced as a result of a reduction in the Framework Agreement Prices
- 37. Delivery**
- 37.1 The Supplier shall provide the Goods and/or Services, on the date(s) specified in the Individual Contract/Purchase Order.
- 37.2 The Goods and/or Services shall be delivered in the manner and quantity specified by the Customer in the Individual Contract/Purchase Order.
- 37.3 Delivery requirements and associated costs must be agreed in advance with the Customer.
- 37.4 The Supplier shall, where applicable, be responsible for arranging carriage of the Goods and/or Services at the entire cost and risk of the Supplier.
- 37.5 The Supplier shall use all reasonable endeavours to deliver the Goods and/or Services to the premises stated in the Individual Contract/Purchase Order (and/or, in the case of electronic delivery of Goods and/or Services, to the email address or other electronic

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location as agreed) and/or to supply the Services by any delivery date specified on the Individual Contract.

- 37.6 The Goods and/or Services shall be deemed not to have been delivered unless and until the Customer has signed a delivery note acknowledging delivery (and, if specified on the Individual Contract/Purchase Order, installation) of the Goods and/or Services; (and for the avoidance of doubt where the Goods and/or Services are to be delivered by instalments the relevant delivery note for deemed delivery shall be the one signed on delivery of the final instalment) or, in the case of electronic delivery of Goods, the Supplier receives confirmation of receipt.
- 37.7 The Supplier shall notify the Customer immediately on becoming aware that it may be unable to deliver or install the Goods and/or Services to or at the premises specified in the Individual Contract/Purchase Order on the day and/or time specified in the Individual Contract or Purchase Order in accordance with any instructions specified.
- 37.8 In the event of any failure on the part of the Supplier to deliver the Goods and/or Services in accordance with this Individual Contract/Purchase Order the Customer may (without prejudice to its other rights under this Individual Contract/Purchase Order):
- 37.8.1 terminate this Individual Contract/Purchase Order as set out in Clause 30 (Termination); or
 - 37.8.2 specify by written notice to the Supplier such revised delivery date(s)/days and/or times as it sees fit, or
 - 37.8.3 Order from an Alternative Supplier. Any additional costs will be passed to the contracted Supplier.
- 37.9 In the case that any of the Goods and/or Services delivered by the Supplier are not in accordance with the terms of this Individual Contract/Purchase Order the Customer shall have the right to reject such Goods and/or Services within a reasonable time and to purchase Goods and/or Services elsewhere as near as practicable to the same specification and conditions as circumstances shall permit without prejudice to any other right which the Customer may have against the Supplier; and the making of payment shall not prejudice the Customer right of rejection.
- 37.10 Any incorrect Goods delivered must be collected within one (1) month of notification by the Customer to the Supplier of incorrect delivery. Failure to do so will result in the Customer disposing of said items and any disposed Goods will not be paid for.
- 37.11 The Customer shall have the right to require the Supplier, at the Supplier's own risk and expense, to collect and replace any rejected Goods and if the Supplier does not remove the rejected Goods within the advised timescale the Customer shall be entitled to arrange for the removal of the Goods and to charge the cost of the removal to the Supplier.
- 37.12 In the event that the Customer rejects any Goods it may (at its absolute discretion):
- 37.12.1 terminate this Individual Contract/Purchase Order or any part thereof without prejudice to its existing rights and remedies; and/or
 - 37.12.2 recover as a debt due from the Supplier all extra costs and expenses arising from or in connection with the rejection of the Goods including, but not limited to, the cost of purchasing alternative as close to the specification as possible Goods and/or Services from elsewhere.
- 38. Packaging**
- 38.1 All packaging will be considered free and non-returnable unless stated the otherwise. All costs associated with the return of packaging materials will be borne by Supplier(s).

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- 38.2 There should be adequate protection to prevent dust penetration into the wrapping and any cardboard cartons used should be of strength capable of resisting crushing.
- 38.3 Any packaging that needs to be kept by the Customer so that they may return any faulty items under the warranty must be advised at the point of delivery.
- 38.4 Where applicable it is expected that the Suppliers will remove, and dispose of, their own packaging/waste at no charge to the Customer.

39. DBS Checks

Throughout the duration of this Individual Contract there may be occasions when Suppliers staff will be required to visit Customers that, due to the nature of their activity, require those working on or visiting the premises to have been Disclosure and Barring Service (DBS) checked. These sites might include schools, homes for vulnerable adults, blue light premises etc. In addition to standard DBS rating, it may also be necessary for Suppliers staff to be DBS checked to an Enhanced Level. Such requirements will be advised to the Supplier prior to or at placement of Order and/or during any Further Competition opportunity.

The Supplier is responsible for ensuring that all staff undertaking such activity have been appropriately DBS checked prior to commencement of any such work.

Failure of the Supplier to ensure that its staff has been appropriately DBS checked may result in termination of this Individual Contract/Purchase Order as set out in Clause 30 (Termination);

40 TUPE

In cases where there is a potential for staff movement from either the Customer or current provider the Supplier shall take full responsibility to ensure that the TUPE regulations will be met in full. Any such requirement will be set out 'locally' by the Customer at the Further Competition/Direct Award stage and agreed prior to Individual Contract award.

41. Replacement and Substitution of Personnel

If requested by the Customer to maintain nominated or trained staff to deliver Goods and/or Services, then the Supplier shall take all reasonable actions to ensure that nominated staff are maintained to ensure compliance with the request. If staff are replaced or substituted by the Supplier, then the Supplier should notify the Customer and ensure that the replaced or substituted staff are aware of the requirements whilst at the Customer or other nominated premises.

42. Service Levels and Service Credits

Any Service and Service Credit levels stated in the Individual Contract/Purchase Order will be applicable to this Individual Contract/Purchase Order.

43. Indemnity

43.1 The Supplier will indemnify the Customer against:

- 43.1.1 breaches in respect of any matter arising from the supply of the Goods and/or Services resulting in any successful claim by any third Party to the extent of the Supplier negligence.

43.2 The Customer and Supplier Indemnity shall be limited as follows:

- 43.2.1 Subject to Clause 29.1, the Supplier's total aggregate liability shall be one hundred and twenty-five per cent (125%) of the total value of the Order/Individual Contract for the duration of the Individual Contract Period in respect of all direct liability loss damages costs and expenses (including legal

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and other professional fees and expenses) awarded against or incurred or paid by the Customer as a result of or in connection with:

- 43.2.1.1 any breach (in whole or part) of any of the Warranties on the part of the Supplier contained in Clause 5;
 - 43.2.1.2 any damage to property to the extent that such damage is caused by or relates to or arises from the Goods and/or Services;
 - 43.2.1.3 any claim made against the Customer in respect of any liability, loss, damage, Cost or expense sustained by the Customer employees, Sub-Contractors or agents or by any third Party to the extent that such liability loss damage cost or expense is caused by or relates to or arises from the Goods;
 - 43.2.1.4 any negligent act or omission of the Supplier or its employees agents or Sub-Contractors in supplying and delivering the Goods and/or Services which causes financial loss to the Customer; or
 - 43.2.1.5 any liability which the Customer incurs under the Consumer Protection Act 1987 as a result of the acts or omissions of the Supplier in providing the Goods and/or Services.
- 43.3 The Contracting Authority/Customer will:
- 43.3.1 take all reasonable steps to mitigate its losses in relation to any claim under that indemnity;
 - 43.3.2 notify the Supplier as soon as reasonably possible after becoming aware of any claim under the indemnity and specifying the nature of that claim in reasonable detail;
 - 43.3.3 not make any admission of liability, agreement or compromise in relation to any such claim under the indemnity without the prior written consent of the Supplier; and
 - 44.3.4 give to the Supplier the sole authority to avoid, dispute, compromise or defend the indemnity claim.

44. Set-Off and Counterclaim

The Customer may set off against any sums due to the Supplier, whether under this Purchase Order/Individual Contract or otherwise, any lawful set-off or counterclaim to which the Customer may at any time be entitled.

45. Publicity

- 45.1 The Supplier shall not, without prior written permission of the Customer advertise or publicly announce that the Supplier is undertaking work for any Customer and shall take responsible steps to ensure that its servants, employees, agents, Sub-Contractors, Suppliers, professional advisors and consultants comply with this Clause.
- 45.2 The Customer shall be entitled to publicise in accordance with legal obligation upon the Customer, including any examination of the Individual Contract by an auditor.
- 45.3 The Supplier shall not do anything to damage the reputation of the Customer or bring the Customer into disrepute.

46. Security

- 46.1 The Supplier shall comply with all reasonable requests from the Customer whilst delivering to the Customer's premises or premises under the control or responsibility of the Customer.
- 46.2 The Customer shall provide to the Supplier all information available to ensure that the Supplier can comply with Clause 46.1.

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47. Records and Audit Access

- 47.1 The Supplier shall keep all full and accurate records and accounts appertaining the Individual Contract for one (1) year after expiry of the Individual Contract termination, or as long as required by the Individual Contract.
- 47.2 The Supplier shall ensure that all accounting records are kept in accordance with good accounting practise.
- 47.3 The Supplier shall, on request, allow the Customer and its auditors such access to Individual Contract related Documentation as may be required from time to time.
- 47.4 Documentation relating to accounts and specifically identified records as requested by the Customer and its auditor must be made available to the Customer as identified and for a period of one (1) year after expiry of the Individual Contract.
- 47.5 The Customer will make all reasonable endeavours to ensure that any audit of the Supplier causes minimal delay or disruption to the Supplier. The Supplier accepts that direct control of the auditor is outside the control of the Customer.
- 47.6 Subject to the Customer's rights on Confidential Information the Supplier will provide the auditors with all reasonable assistance to complete the audit.
- 47.7 Both Parties agree that there will be no cost to either Party, unless a Material Breach is identified in which case the Supplier will reimburse the Customer with all costs incurred in relation to that audit and subsequent action in relation to the identified Material Breach.

48. Variation

- 48.1 Subject to the provisions of this Clause 48, the Customer may request a variation to Goods and/or Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "variation".
- 48.2 The Customer may request a variation by completing and sending the variation form attached at Appendix 1 ("Change Control Notice") to the Supplier giving sufficient information for the Supplier to assess the extent of the variation and any additional cost that may be incurred. The Supplier shall respond to a request for a variation within the time limits specified in the Change Control Notice. Such time limits shall be reasonable having regard to the nature of the Order.
- 48.3 In the event that the Supplier is unable to provide the variation to the Goods and/or Services or where the Parties are unable to agree a change to the Individual Contract Price, the Customer may: -
 - 48.3.1 agree to continue to perform their obligations under the Individual Contract without the variation; or
 - 48.3.2 terminate the Individual Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order form or where the Supplier can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed at Clause 19.
- 48.4 If the Parties agree the variation and any variation in the Individual Contract Price, the Supplier shall carry out such variation and be bound by the same provisions so far as is applicable, as though such variation was stated in the Individual Contract.

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49. Remedies in the Event of Inadequate Performance

- 49.1 Where a complaint is received about the standard of Goods and/or Services or about the manner in which any Goods and/or Services have been supplied or about the materials or procedures used or about any other matter connected with the performance of the Suppliers obligations under the Individual Contract, then the Customer shall take all reasonable steps to investigate the complaint. The Customer may, in its sole discretion, uphold the complaint, or take further action in accordance with Clause 30.5 – 30.9 Termination - (Termination on Default) of the Individual Contract.
- 49.2 In the event that there has been a Material Breach of the Individual Contract by the Supplier, then the Customer may, without prejudice to its rights under 30.5 – 30.9 Termination - (Termination on Default), do any of the following: -
- 49.2.1 without terminating the Individual Contract, itself supply or procure the supply of all or part of the Goods and/or Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Goods and/or Services in accordance with the Individual Contract;
 - 49.2.2 without terminating the whole of the Individual Contract, terminate the Individual Contract in respect of part of the Goods and/or Services only (whereupon a corresponding reduction in the Individual Contract Price shall be made) and thereafter itself supply or procure a third Party to supply such part of the Goods and/or Services;
 - 49.2.3 terminate, in accordance with Clause 30.5– 30.9 – Termination - (Termination on Default), the whole of the Individual Contract; and/or
 - 49.2.4 charge the Supplier for, and the Supplier shall pay, any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Supplier or a third Party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Goods and/or Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and/or Services.
- 49.3 If the Supplier fails to supply any of the Goods and/or Services in accordance with the provisions of the Individual Contract and such failure is capable of remedy, then the Customer shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within three (3) working days of the Customer's instructions or such other period of time as the Customer may direct.
- 49.4 In the event that the Supplier: -
- 49.4.1 fails to comply with Clause 49.3 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or
 - 49.4.2 persistently fails to comply with Clause 49.3 above;
- The Customer may terminate the Individual Contract with immediate effect by giving the Supplier notice in writing.
- 49.5 Without prejudice to any other right or remedy which the Customer may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Individual Contract, the Customer shall be entitled to avail itself of any one or more of the following remedies at its discretion whether or not any part of the Goods and/or Services have been accepted by the Customer: -
- 49.5.1 to rescind the Order;

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- 49.5.2 to reject the Goods and/or Services (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods and/or Services so returned shall be paid forthwith by the Customer;
- 49.5.3 at the Customer's option to give the Supplier the opportunity at the Suppliers expense to either remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Individual Contract are fulfilled;
- 49.5.4 to refuse to accept any further deliveries of the Goods and/or Services but without any liability to the Customer;
- 49.5.5 to carry out, at the Suppliers expense, any work necessary to make the Goods and/or Services comply with the Individual Contract; and
- 49.5.6 to claim such damages as may have been sustained in consequence of the Suppliers breach or breaches of the Individual Contract.

50. Monitoring of Contract Performance

The Supplier shall comply with the monitoring arrangements set out in the Individual Contract/ Order form including, but not limited to, providing such data and information as the Customer may be required to produce under the Individual Contract.

51. Technical Support

With effect from the acceptance date, as agreed between both Parties, the Supplier shall provide, in respect of all of the Goods and/or Services provided, a level of technical support as defined within the Individual Contract/Purchase Order.

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Individual Contract Terms and Conditions Signature Page

Annex I – Audio-Visual Solutions Individual Contract Terms and Conditions Y24003 details the conditions of the Individual Contract that, in conjunction with the Purchase Order/Form of Direct Award and Supplier Terms and Conditions and any other documents deemed as necessary to an agreement shall form the Individual Contract.

Tenderers are required to confirm, by signing below, that they have read the Individual Contract Terms and Conditions and requested any changes to Section Three - Compulsory Terms and Conditions in accordance with 2.6 Tender Clarifications and Terms and Conditions in the ITT document.

Any clarifications or requests for amendments to Section Three - Compulsory Terms and Conditions must be made prior to submitting your Tender response. Please refer to **2.6 Tender Clarifications and Terms and Conditions** in the ITT document for further clarification. This should be signed by the appropriate authorised signatory.

I/We the undersigned, confirm we have read Section Three - Compulsory Terms and Conditions within this Annex I. and submitted any clarification questions or proposed amendments as instructed within section **2.6 Tender Clarifications and Terms and Conditions** in the ITT

Signed for and on behalf of the Supplier

By

Name

Title

Date

Appendix 1 Change Control Notice (CCN)

This notice is to be completed whenever there is a modification, addition or deletion from the original Framework Agreement/Individual Contract Documentation. Failure to embed the change into the Framework Agreement/Individual Contract may cause contractual issues. This document is to be signed by an authorised representative of the Supplier and the Contracting Authority/Customer

Sequential Number:

Title:

Number of pages attached:

WHEREAS the Supplier and the Contracting Authority/Customer entered into an Agreement for the supply of Supply of Audio-Visual Solutions dated [date] (the "Original Framework Agreement/Individual Contract") and now wish to amend the Original Framework Agreement/Individual Contract

IT IS AGREED as follows:

With effect from [date] the Original Framework Agreement/Individual Contract shall be amended as set out in this Change Control Notice.

Save as herein amended all other terms and conditions of the Original Framework Agreement/Individual Contract shall remain in full force and effect.

Changes to the Framework Agreement/Individual Contract referred to in (1) above.

Signed for and on behalf of the Supplier

By

Name

Title

Date

Signed for and on behalf of the Contracting Authority

By

Name

Title

Date.....