

**Dated: 23 November 2016**

**GENERAL DENTAL COUNCIL**

**and**

**MARTEN WALSH CHERER LTD**

**CONTRACT FOR RECORDING  
AND TRANSCRIPTION SERVICES**

**THIS AGREEMENT is made on** 23 November

**2016**

**BETWEEN:**

**GENERAL DENTAL COUNCIL a statutory authority established by the Dentists Act 1956 whose principal place of business is at 37 Wimpole Street, London W1G 8DG ("GDC"); and**

**Marten Walsh Cherer Ltd a company registered in England and Wales under Registered Company No. 02669638 whose registered office is at 1st Floor, Quality House, 6-9 Quality Court, Chancery Lane, London, WC2A 1HP ("Contractor").**

**IT IS AGREED** that the following schedules as set out below will apply to the performance of this contract:

- Schedule 1: GDC's email dated 22 November 2016
- Schedule 2: GDC's Invitation to Tender including GDC's Standard Terms and Conditions of Contract for the Provision of Services including Data Protection - Organisational and Technical Measures to be adopted by the Contractor
- Schedule 3: Marten Walsh Cherer Ltd's tender dated 21 October 2016

**IN WITNESS** of which this Agreement has been duly executed by the parties.

SIGNED for and on behalf of General Dental Council	SIGNED for and on behalf of Marten Walsh Cherer Ltd
Signature 	Signature 
Name: Jonathan Green	Name: JENNIFER CHANDLER
Position: Director of FTP	Position: MANAGING DIRECTOR
Date 23 November 2016	Date 23 November 2016

**David Robins**

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**From:** David Robins  
**Sent:** 22 November 2016 09:27  
**To:** 'jenny@martenwalshcherer.com'  
**Cc:** Jonathan Dillon; Anne Sinclair; Natasha Geary  
**Subject:** Contract for the Provision of Recording and Transcription Services

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>
	'jenny@martenwalshcherer.com'	
	Jonathan Dillon	Read: 22/11/2016 10:33
	Anne Sinclair	Read: 22/11/2016 09:46
	Natasha Geary	Read: 22/11/2016 09:31

Dear Ms. Chandler,

I am pleased to advise you that, subject to the completion of the contract formalities, the GDC accepts your tender dated 21st October 2016 submitted in respect of the above mentioned contract.

The contract will commence on 1st January 2017 and will operate for an initial period of two years with an option to extend for a further one or two years subject to performance and agreement by both parties.

You may recall that we have discussed the options for the retention of recordings. After consideration we would confirm that as part of our agreement, the GDC will require all recordings to be returned at contract end.

I will prepare a contract document based on your tender submission and the GDC's ITT, including specification and the GDC's Terms and Conditions. I will forward this to you for your signature shortly. In the mean time I would be grateful if you would contact my colleagues Anne Sinclair, Head of Hearings at [asinclair@gdc-uk.org](mailto:asinclair@gdc-uk.org) or Jonathon Dillon, Head of Adjudications at [jdillon@gdc-uk.org](mailto:jdillon@gdc-uk.org) to arrange site visits and agree any preparatory work pre contract commencement.

Should you have any queries in respect of the above, please do not hesitate to contact me.

Regards,

David Robins  
 Procurement Manager  
 General Dental Council  
 Phone: +44(0)20 7167 6282  
 Email: [drobins@gdc-uk.org](mailto:drobins@gdc-uk.org)  
 Web: [www.gdc-uk.org](http://www.gdc-uk.org)

**General  
 Dental  
 Council**

protecting patients,  
 regulating the dental team



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SCHEDULE 2

**CONTRACT FOR THE PROVISION OF  
RECORDING/TRANSCRIPTION SERVICES**

**INVITATION TO TENDER**

*This document should be completed and returned in accordance with the Instructions to Tenderers contained herein*

**Tender to be submitted by:** **12.00 noon on 21<sup>st</sup> October 2016**

**To:** Procurement  
General Dental Council  
37 Wimpole Street  
London  
W1G 8DQ

**E-mail address:** [procurement@gdc-uk.org](mailto:procurement@gdc-uk.org)

**General Dental Council  
37 Wimpole Street  
London  
W1G 8DQ**

**GENERAL DENTAL COUNCIL**  
**CONTRACT FOR THE PROVISION OF**  
**RECORDING/TRANSCRIPTION SERVICES**  
**COMMENCING 1 JANUARY 2017**

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## GENERAL DENTAL COUNCIL

### CONTRACT FOR THE PROVISION OF RECORDING/TRANSCRIPTION SERVICES

#### INFORMATION AND INSTRUCTIONS FOR TENDERERS

#### **1. THE GENERAL DENTAL COUNCIL**

- 1.1. The General Dental Council (GDC) is the UK-wide statutory regulator of over 100,000 members of the dental team, including approximately 40,000 dentist and 60,000 dental care professionals (DCPs) - dental nurses, clinical dental technicians, dental hygienists, dental technicians, dental therapists and orthodontic therapists.
- 1.2. The GDC is overseen by a Council of 12 members, six lay and six dental professionals.
- 1.3. Our legislation, the Dentist Act 1984, sets us the following objectives:
  - to protect the public
  - to protect, promote and maintain the health, safety and well-being of the public
  - to promote and maintain confidence in the dental profession
  - to promote and maintain proper professional standards and conduct for these professions.
- 1.4. We do this by ensuring that dental professionals meet our standards, which reflect patient expectations, and deliver safe and appropriate care to patients.
- 1.5. Our principal place of business is 37 Wimpole St, London W1G 8DQ and one office in Croydon that manages the Dental Complaints Service. These sites accommodate some 290 staff.
- 1.6. Further details on the GDC may be found on our web site [www.gdc-uk.org](http://www.gdc-uk.org)

#### **2. BACKGROUND TO THE REQUIREMENT**

- 2.1. The GDC is looking to appoint an organisation to provide loggers who will take notes and organise audio recording for numerous GDC Hearings at various locations. The chosen service provider will have a proven track record of providing this service to similar organisations using suitably qualified and experienced personnel. Full details are set out in the specification below.
- 2.2. The GDC is also open to consider alternative methods of production that will deliver financial and efficiency benefits in the recording process.

#### **3. TENDER RETURN INSTRUCTIONS**

NOTE: Failure by a Tenderer to comply with these instructions may invalidate her/his tender.

- 3.1. Tenderers must deliver in a plain sealed envelope (which must not bear any identification marks) one unbound hard copy of their original signed tender clearly marked "Tender for

Recording Services". Your tender must be sent to Procurement Manager, General Dental Council, 37 Wimpole St, London W1G 8DQ.

- 3.2. The tender is to be returned by no later than 12 noon on 21<sup>st</sup> October 2016 ('the Deadline'). The General Dental Council (GDC) reserves the right to extend the Deadline. Any extension will apply to all tenderers. The GDC reserves the right to reject any responses received after the Deadline.
- 3.3. In addition to the hard copies, Tenderers are requested to submit one copy of their tender electronically, either on a USB device, CD-Rom or via email with the subject heading "Tender for Recording Services" to procurement@procurement@gdc-uk.org. Documents should be in a format that is compatible with Microsoft Office.
- 3.4. *Please note that electronic copies will be used solely to enable electronic distribution of tenders around the GDC for evaluation purposes as and when necessary. The original hard copy tender document is the prime document that must be delivered by the Deadline detailed above. In the event of hard copy tenders not being received by the Deadline, electronic copies received before the Deadline will be deleted without opening.*
- 3.5. **It is each tenderer's responsibility to ensure that their tender is delivered to the correct address by the Deadline.**
- 3.6. The GDC reserves the right at any time to issue further supplementary instructions and updates and amendments to the instructions and information contained in this Invitation to Tender (ITT) as it shall in its absolute discretion think fit.
- 3.7. Tenderers are required to complete and provide all information required by the GDC in accordance with this ITT. Failure to comply with these Instructions to Tender may lead the GDC to reject a tender response.
- 3.8. The GDC will not be responsible for the costs or expenses of any Tenderer in relation to any matter referred to in this Invitation to Tender howsoever incurred.
- 3.9. The GDC may alter the procurement process outlined in this ITT and will notify Tenderers of any such changes. Under no circumstances will the GDC be liable for any costs or expenses incurred by bidders as a result, directly or indirectly, of any such changes to the procurement process outlined in this Invitation to Tender.
- 3.10. The GDC may decide not to award any contract or contracts pursuant to this tender where no satisfactory proposal(s) are received

#### **4. CONTRACT TERMS AND CONDITIONS**

- 4.1. Any contract placed subsequent to this tender will be subject to the General Dental Council's Conditions of Contract, including any Special Conditions, amendments and additions as specified. Your particular attention is drawn to those clauses relating to Data Protection.
- 4.2. In submitting a response to this Invitation to Tender it will be implied that you accept all the provisions of this ITT including the terms and conditions set out below.

## **5. CONFIDENTIALITY AGREEMENT**

- 5.1. By the very nature of the contract, the successful tenderer will have access to private and confidential information. It is imperative that this information is kept secure, therefore the successful tenderer will be required to enter into a Confidentiality Agreement, the template for which is included as an appendix to these documents.
- 5.2. In addition the successful tenderer must ensure that transcripts **MUST NOT** be typed up or otherwise prepared in any public place. All Loggers employed in the fulfilment of this contract must sign a written undertaking to this effect.

## **6. ACCEPTANCE OF TENDERS**

- 6.1. The GDC does not bind itself to accept the lowest or any tender.
- 6.2. The GDC reserves the right to accept the whole or any part of any tender.

## **7. PERIOD OF ACCEPTANCE**

- 7.1. The tender is to remain open for acceptance for a minimum period of 60 days from the Deadline.

## **8. QUANTITIES AND SCOPE**

- 8.1. The quantities and scope of services set out in the Specification below are an estimate of the GDC's requirements at the time of producing this Invitation to Tender (ITT). The information provided is to the best of our knowledge accurate at the time of issuing the ITT but circumstances may change over the life of the contract. The GDC does not guarantee exclusivity of contract and no guarantee can be given that the Contractor will receive a minimum level of business.
- 8.2. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate without reliance upon any opinion or other information provided by the GDC or their advisers and representatives. Tenderers should notify the GDC promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.
- 8.3. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tender and all other stages of the selection and evaluation process. Under no circumstances will the GDC, or any of their advisers, be liable for any costs or expenses borne by tenderers, their sub-contractors, suppliers or advisers in this process.

## **9. FURTHER INFORMATION**

- 9.1. All requests for further information or clarification of the GDC's requirements in relation to this ITT must be addressed to Anne Sinclair, Head of Hearings at [asinclair@gdc-uk.org](mailto:asinclair@gdc-uk.org). The closing date for any further questions/clarification will be 12 noon on 19 October 2016.
- 9.2. The GDC reserves the right to issue the response to any clarification request made to all tenderers unless it is expressly required to be kept confidential at the time the request is made.

If the GDC considers that the contents of the request should not be kept confidential, it will inform the requester and the requester will have the opportunity to withdraw the request.

**10. CONTRACT PERIOD**

- 10.1. The Contract will run for a period of two years commencing on 1 January 2017 with an option to extend for a further period of one year plus a further one year at the absolute discretion of the GDC and subject to agreement between the parties to the contract.

**11. PRICING**

12. All tender prices shall be deemed to remain fixed for the initial contract period of two years. Any variations to price, which can be foreseen by the Contractor prior to the Commencement Date, will be deemed to have been included in the tender price. Any increase in the Contract Price after the expiry of the initial contract period shall not exceed the percentage change published in the Consumer Price Index using the Contract Commencement Date as the base date.

**13. EVALUATION**

- 13.1. The tender will be evaluated on the basis of best value using a combination of **60 % quality and 40% price**. GDC resources are raised through an annual fee paid by dental professionals. Providing and demonstrating value for money and cost effectiveness is fundamental to the GDC.
- 13.2. Tenderers are advised that the GDC will be carrying out financial checks using the services of a recognised financial services information provider. Whilst not forming part of the quality tender evaluation (see below) the contract will not be awarded to any organisation found to have a medium to high risk assessment. Tenders will be evaluated using the following criteria.

<b>Quality Criteria</b>	<b>Weighting</b>
Experience of providing similar services in similar volumes to other organisations.	10%
Proposal for delivering the number of hearing days at multiple venues simultaneously.	30%
Tenderer’s understanding of the scope, reliability and commitment to meeting quality of service expected	30%
How service delivery, including any proposed alternative methods of production, will be managed to ensure that performance requirements are met and improvements in service achieved.	30%

(Sub-total 100% within 60% of quality marks available)

PRICE - 40% of overall marks available.

**14. PROCUREMENT PROGRAMME**

- 14.1. The indicative dates for the remainder of the procurement procedure are set out in the table below. These are for guidance only and are subject to change at the sole discretion of the GDC.

ACTIVITY	EXPECTED DATE
Closing date for tenderer clarification questions	19 October 2016
Tender closing date	21 October 2016
Initial Evaluation Completed	04 November 2016
Interviews	10 November 2016
Contract award	21 November
Contract operational commencement	1 January 2017

## **15. PREVENTION OF CORRUPTION**

- 15.1. Any attempt by any tenderer to influence inappropriately the contract award process in any way will result in that tender being disqualified. Any direct or indirect canvassing by any tenderer in relation to this procurement or any attempt to obtain information from any of the employees or agents of the GDC concerning another tenderer may result in disqualification at the discretion of the GDC.
- 15.2. The GDC shall be entitled to cancel the Contract and recover from the Contractor the amount of any loss resulting from such cancellation should any tenderer, his servant or agent give or offer any gift or consideration whatsoever as an inducement or reward to any employee, agent or officer of the GDC, which the tenderer may note will also constitute a criminal offence, punishable by imprisonment.

## **16. FREEDOM OF INFORMATION**

- 16.1. The Freedom of Information Act ('FOIA') applies to the GDC. Any tenderer should be aware that the GDC's obligations and responsibilities under the FOIA to disclose, on written request, recorded information held by the GDC. Information provided by a tenderer in connection with this ITT, or with any Contract which may be awarded as a result of this ITT, may therefore have to be disclosed by the GDC in response to such a request, unless the GDC decides that one of the statutory exemptions under the FOIA applies.
- 16.2. The Council may also decide to include certain information in the publication scheme, which the GDC maintains under the FOIA.
- 16.3. If a tenderer wishes to designate information supplied as confidential, it must provide clear and specific detail as to the precise elements which are confidential. For example, if a tenderer considers that any of the information included in their tender submission is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.
- 16.4. Tenderers should be aware that, even where they have indicated that information is commercially sensitive, the GDC may still be required to disclose it under the FOIA if a request is received.
- 16.5. Tenderers should also note that the receipt of any material marked 'confidential' or equivalent by the GDC should not be taken to mean that the GDC accepts any duty of confidence by virtue of that marking.

## GENERAL DENTAL COUNCIL

### CONTRACT FOR THE PROVISION OF RECORDING/TRANSCRIPTION SERVICES

#### TERMS AND CONDITIONS

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Schedule 1 – Data Protection

## 1. Definitions & Interpretations

**"Advice Note"** means a document provided by the Contractor accompanying any deliveries and specifying the place and date of dispatch, place of delivery, details of items delivered including such information as the number of packages/items, their weight and volume or similar document as approved by the GDC;

**"Agreed Price"** means the price set out in this Contract and/or the Specification, exclusive of Value Added Tax;

**"Commencement Date"** means any date specified in the Specification on which the Contract takes effect, or, the date of this Contract;

**"Contract"** means the contract between GDC and the Contractor consisting of this agreement and the Specification;

**"Contract Period"** means any period set out in the Specification, unless terminated earlier in accordance with clause 39 (Termination) or any other termination provisions;

**"Contractor"** means the person, firm or company with whom the Contract is made;

**"FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

**"Force Majeure Event"** means any of the following:-

- a) war and other hostilities (whether war be declared or not) invasion, terrorist activity, act of foreign enemies, mobilisation, requisition or embargo;
- b) rebellion, revolution, insurrection, military or usurped power or civil war;
- c) riot, commotion or disorder except where solely restricted to employees of the Contractor or its sub-Contractors or sub-Contractors;
- d) earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the party claiming Force Majeure;
- e) a general industrial dispute not limited to the employees of the Contractor or the employees of any of its sub-Contractors or sub-Contractors.

**"Force Majeure Notice"** means a notice pursuant to clause 36.1

**"GDC"** means General Dental Council;

**"GDC Brand"** means any name and/or logo belonging to GDC;

**"GDC Personal Data"** any personal data provided to the Contractor by GDC or on its behalf or collected by the Contractor on behalf of GDC;

**"Information"** has the meaning given under section 84 of the Freedom of Information Act 2000;

**"Intellectual Property Rights"** means any and all copyright, database rights, moral rights, rights in performances, rights in designs, trade marks, service marks, domain names, goodwill, patents, rights in confidential information and other intellectual property rights (including, where relevant, all extensions, reversions, revivals and renewals of the same), in each case whether registered or unregistered and including all applications (and rights to apply) for protection of such rights, as well as all similar or equivalent rights or forms of protection subsisting now or in the future in any jurisdiction;

**"Key Personnel"** means any Personnel identified as being key in the Offer Letter;

**"Materials"** means any and all works and materials in whatever form or medium, including, but not limited to, hard copy and electronic form (including any and all concepts, ideas, designs, text, visual materials, drawings, sketches, presentations, slides, graphics, logos, models, documents, reports, plans, scripts, notes, specifications, photographs, films, video and/or audio recordings, transparencies, negatives, prints, musical compositions, lyrics, dramatic treatments, choreography, typographical arrangements, information, data, computer programming and/or software);

**"Request for Information"** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

**"Services"** means the services to be provided as specified in the Offer Letter and shall, where the context so admits, include any materials, articles or goods to be supplied thereunder

**"Specification"** shall mean the requirements to which the Goods and/or Services supplied shall conform as detailed in the Supplier's documents or memorandum of those requirements and as (in both cases) attached to this Contract;

**"Tender"** means any tender submitted by the Contractor for this Contract;

**"Variation"** shall mean any alteration to the Contract agreed between the parties in accordance with clause 27 (Variations);

**"Works"** means all intellectual property created as a result of the Services (including any part(s) and any modification(s) and adaptation(s) of the same) and includes: (a) all copyright works (including, without limitation, photograph(s), video footage, digital image(s) (whether still or moving)) created or produced, now or in the future, by you or on your behalf (either individually or in conjunction with any other person(s)) in the course of performing your obligations under this Contract; and (b) where the context admits, any and all related Materials; and (c) any and all performance(s) rendered by you in connection with such works and/or the Services.

1.1. The interpretation and construction of the Contract shall be subject to the following provisions:

A) a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;

b) the headings to clauses are for ease of reference only and shall not affect the interpretation or construction of the clauses;

c) where the context allows, the masculine includes the feminine and the neutral, and the singular includes the plural and vice versa.

## **2. Ordering of Goods and/or Services and entering into of Contract**

2.1. GDC shall agree with the Contractor a Specification and send to the Contractor that Specification along with these terms and conditions. The Contractor shall signal his acceptance of these terms and conditions by returning them, in accordance with this Contract, signed.

## **3. Quality of Materials, Goods and Services**

3.1. The supply of Goods or the provision of any Services set out in the Specification and/or the subject of this Contract shall be completed:

3.1.1. in accordance with the Specification and any other descriptions provided to the Contractor by the GDC or vice versa;

3.1.2. in accordance with all applicable legal requirements;

3.1.3. with reasonable care and skill in accordance with generally recognised commercial practices and standards;

3.1.4. in accordance with all of GDC's policies and guidance, which have been provided to the Supplier prior to delivery or performance; and,

3.1.5. by appropriately skilled, experienced and qualified personnel.

3.2. Any Goods supplied under the Contract shall be:

3.2.1. well designed and of the highest quality, material and workmanship and be without fault;

3.2.2. capable of all standards of performance specified in the Contract or any related contract; and

3.2.3. fit for any purpose made know to the Contractor expressly or by implication and in this respect the GDC relies on the Contractor's skill and judgment.

3.3. The GDC shall have power to reject any Goods or Services which do not comply with clauses 3.1 and 3.2.

3.4. The GDC's rights under this Contract are in addition to the statutory conditions in favour of it under the Sale of Goods Act 1979 and the Sales of Goods and Services Act 1982.

3.5. If the Contractor proposes to make any changes to the Goods or Services as detailed in the Contract the Contractor shall prior to implementation of any such changes seek consent of the GDC. The GDC shall be under no obligation to agree to any such changes.

- 3.6. At any time prior to delivery of the Goods to the GDC it shall have the right to inspect and test the Goods.
- 3.7. If the results of such inspection or testing cause the GDC to be of the opinion that the Goods do not conform or are unlikely to conform with the Contract or to any specifications supplied or advised by the GDC to the Contractor, the GDC shall inform the Contractor and the Contractor shall immediately take such action as is necessary to ensure conformity and in addition the GDC shall have the right to require and witness further testing and inspection.

#### **4. Delivery**

- 4.1. The date for delivering any Goods or Services shall be specified in the Contract or in the case of Goods if no such date is specified then delivery shall take place within 28 days of the Contract date.
- 4.2. Time for delivery of the Goods or Services shall be of the essence.
- 4.3. The Contractor shall ensure that any delivery of Goods is accompanied by an Advice Note.
- 4.4. The GDC shall not be deemed to have accepted the Goods until it has had 14 days to inspect them following delivery. The GDC shall also have the right to reject the Goods as though they had not been accepted for 14 days after any latent defect in the Goods has become apparent.

#### **5. Risk and Title**

- 5.1. The Goods shall remain at the risk of the Contractor with all liability until complete delivery and acceptance by the GDC, when ownership of the Goods shall pass to the GDC.

#### **6. Key Personnel and Replacement**

- 6.1. The Contractor shall not make any changes to Key Personnel without the prior written consent of the GDC.
- 6.2. The Contractor shall have the right to supply one or more substitutes of equivalent expertise to work in place of the original Personnel. The Contractor acknowledges that the GDC may refuse to accept the substitute personnel if, the GDC thinks, the substitute personnel have insufficient qualifications or experience.

#### **7. Price of Goods and Services**

- 7.1. All prices agreed for the Goods or Services shall include the cost of all necessary works and processes required to ensure compliance with the terms of the Contract.
- 7.2. The prices agreed by the Contractor shall be considered firm for the Contract Period unless expressly agreed otherwise by way of a Variation or the Contract stipulates that the prices are subject to adjustment.
- 7.3. Where any price increases are agreed pursuant to clause 10, the price of any existing Orders shall not be changed.

7.4. All prices shall be inclusive of supply and delivery to such locations as shall be notified to the Contractor by the GDC unless otherwise stated in the Contract.

## **8. Payment**

8.1. In consideration of the provision of Services or Goods by the Contractor in accordance with the Contract the GDC shall pay the Contractor the Agreed Price.

8.2. Invoices shall be submitted to the GDC on such dates and at such intervals as set out in the Contract or as otherwise agreed between the GDC and the Contractor. Each invoice must show the GDC's Official Purchase Order number and shall contain a detailed breakdown of the Services or Goods and the appropriate prices or rates and shall be supported by any other documentation required by GDC to substantiate the invoice.

8.3. Unless otherwise agreed to in writing, the GDC shall pay invoices within 30 days of receipt of the invoice or any other documentation required by GDC.

8.4. In addition to payment of the Agreed Price the GDC shall pay the Contractor an amount equal to its liability for VAT properly chargeable on the Agreed Price. Invoices shall be valid VAT invoices.

## **9. Final Payment**

9.1. A final invoice shall be submitted to the GDC within 6 weeks of the delivery of the final Services or Goods (or of termination of the Contract if that is earlier). The GDC will then confirm in writing that the Services or Goods have been delivered to the satisfaction of the GDC (if such be the case) and approve final payment.

## **10. Price Adjustment**

10.1. Any adjustment of prices shall be made in accordance with the provisions for price adjustment contained in the Contract (if any).

## **11. Notices**

11.1. Any notice or other communication which either party is required by the Contract to serve on the other party shall be sufficiently served if sent to the other party at its address as specified in the Contract either by:

a) hand;

b) registered or first class post or special or recorded delivery; or,

c) fax or electronic mail transmission confirmed by registered, first class post or recorded delivery within 48 hours of transmission.

11.2. Notices are deemed to have been served as follows:

a) if delivered by hand: on the day when they are actually received,

b) if sent by post, special or recorded delivery: two working days after posting,

- c) if sent by fax or electronic mail: on the day of transmission if transmitted before 16.00 hours on the working day, but otherwise 09.00 hours on the following working day, provided in each case that the required confirmation is sent.

## **12. Conflicts**

- 12.1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any employee or sub-contractor is placed in a position where there is or may be an actual conflict, or a potential conflict between the pecuniary or personal interests of such persons and the duties owed to the GDC under the provisions of the Contract. The Contractor will, where aware, disclose to the GDC any such conflict of interest and provided it does not cause a breach of confidentiality, particulars of such conflict.

## **13. Contractor Responsibilities**

- 13.1. The Contractor shall provide the Services and deliver any deliverables set out in the Contract to the GDC for the Contract Period, in accordance with the Contract and shall allocate sufficient resources to enable it to comply with this obligation.
- 13.2. The Contractor shall be deemed to have made himself aware of site conditions (including point of delivery for Goods or materials) before the performance of this Contract, or Order under it.
- 13.3. The Contractor shall meet any performance timetable set out in the Contract or as otherwise agreed between the parties.

## **14. Subcontracting**

- 14.1. Neither party shall assign the Contract or any of its rights or obligations under the Contract without first having received the written approval of the other party.
- 14.2. The Contractor shall not sub-contract the whole or any part of the Contract without first obtaining the written permission of the GDC provided that this restriction shall not apply to;
  - a) sub-contracts for materials or minor details; or,
  - b) any part of the work to be performed or materials or equipment to be supplied for which the sub-contractor is named in the Contract.
- 14.3. The Contractor shall be responsible for the acts, defaults and omissions of its sub-contractors, whether approval has been given to their appointment under this Clause or not, as if they were its own and any consent given under this Clause shall not relieve the Contractor of any of its obligations under the Contract.

## **15. Prevention of Corruption & Fraud**

- 15.1. The Contractor undertakes to abide and procure that the Contractor's employees, servants, contractors, sub-contractors and agents abide by the provisions of the Bribery Act 2010 particularly in relation to the giving or offering of any gift, consideration or commission of any kind as an inducement or reward to any person employed by the GDC or acting on its

behalf with the intention of influencing them in the discharge of any responsibilities associated with this or any other Contract with the GDC.

- 15.2. Where the Contractor or the Contractor's employees, servants, contractors, sub-contractors or agents commit an offence under the Bribery Act 2010 in relation to this or any other contract with the GDC, the GDC has the right to immediately terminate this Contract and any other contracts it has with the Contractor and may recover any costs incurred by the termination from the Contractor. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the GDC and provided always that the GDC may recover from the Contractor the amount or value of such gift, consideration or commission.
- 15.3. The decision of the GDC shall be final and conclusive in any dispute, difference or question arising in respect of the amount of any such gift, consideration or commission.

#### **16. Right of Audit**

- 16.1. The Contractor shall keep secure and maintain until six years after the final payment of all sums due under the Contract, or such longer period as may be agreed between the parties, full and accurate records of the Services or Goods, all expenditure reimbursed by GDC and all payments made by GDC.
- 16.2. The Contractor shall grant to GDC, or its authorised agents, such access to those records as they may reasonably require in connection with the Contract.

#### **17. Equality & Diversity**

- 17.1. The Contractor shall not unlawfully discriminate within the meaning and scope of any law or regulation relating to discrimination (whether in race, gender, religion, disability, age, sexual orientation or otherwise) in employment. The Contractor shall take all reasonable steps to secure the observance of this provision by all servants, employees or agents of the Contractor and all contractors and sub-contractors employed in performance of the Contract.

#### **18. Environment & Sustainability**

- 18.1. The Contractor warrants that it has investigated and where appropriate used alternative products, where such products exist, which are free from harmful toxins, chemicals or gases, and which are manufactured from recycled material, or which are in any case proven to be less detrimental to the environment.
- 18.2. The Contractor agrees to provide goods/services which accord with any GDC policy on the environment.
- 18.3. The Contractor shall, when working at the GDC's premises, perform the Contract in accordance with the GDC's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

## **19. Health & Safety**

- 19.1. Where the Contractor has been supplied with a copy of the GDC's rules regarding health and safety, it agrees to comply with these rules and with any additional rules made known to the Contractor from time to time by the GDC together with all applicable statutory rules and regulations regarding these matters. The Contractor will be responsible for procuring that its personnel comply with these rules and regulations.
- 19.2. Either party shall notify the other as soon as practicable of any health and safety hazards at the GDC's premises of which it becomes aware. Any such notification shall embrace the requirements of Section 6 Health & Safety at Work Act 1974. Any breach of this provision shall constitute a material breach of the Contract. The Contractor will draw these hazards to the attention of its personnel and will instruct those persons in connection with any necessary associated safety measures.
- 19.3. The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the GDC on request.

## **20. Value Added Tax**

- 20.1. The GDC shall pay the Value Added Tax on the Agreed Price at the rate and in the manner prescribed by law, from time to time.
- 20.2. Any invoice or other request for payment of monies due to the Contractor under the Contract, shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of regulations made under the Value Added Tax Act 1994.
- 20.3. The Contractor shall, if so requested by the GDC, furnish such information as may reasonably be required by the GDC as to the amount of Value Added Tax chargeable on the value of the services supplied in accordance with the Contract and payable by the GDC to the Contractor in addition to the Agreed Price. Any overpayments by the GDC to the Contractor shall be a sum of money recoverable from the Contractor for the purposes of the conditions in the Contract regulating the recovery of sums due to the GDC.

## **21. Data Protection**

- 21.1. The parties shall comply with their respective obligations as the data controller and the data processor under the Data Protection Act 1998 and any other applicable data protection laws and regulations (together, the "Data Protection Laws")
- 21.2. The parties agree that any personal data collected by the Contractor under the Contract ("GDC Personal Data") is held on behalf of GDC and that the Contractor shall not do or omit to do anything in respect of such data which puts GDC in breach of the Data Protection Act 1998.
- 21.3. The Contractor confirms that it shall only act on GDC's instructions in relation to the processing of any GDC Personal Data and any use by it of such GDC Personal Data will be solely for the purpose of fulfilling its obligations under the Contract or for such other purposes as GDC may notify them of from time to time.

- 21.4. The Contractor agrees that it shall have at all times during the Contract Period appropriate technical and organisational measures in place acceptable to GDC (including those set out in Schedule 1) to prevent unauthorised or unlawful processing of any GDC Personal Data which it processes. Such measures shall also protect such GDC Personal Data against accidental loss, destruction or damage.
- 21.5. The Contractor shall give GDC on reasonable request a description of such measures as are set out in 22.4 and will allow GDC (or its representatives) access to its premises, on reasonable notice, to inspect its procedures and usage of GDC Personal Data. The Contractor shall promptly provide GDC with full details of any request for disclosure of or access to GDC Personal Data.
- 21.6. The Contractor undertakes that upon expiry or termination of the Contract for any reason it will immediately return in any format reasonably required by GDC or, at GDC's option, destroy any GDC Personal Data held by it or its personnel.
- 21.7. The Contractor shall, upon reasonable request by GDC provide to GDC a copy of all GDC Personal Data it holds in relation to the Contract, in such format as GDC reasonably requests.

## **22. Freedom of Information**

- 22.1. The Contractor acknowledges that GDC is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with GDC (at the Contractor's expense) to enable the GDC to comply with Information disclosure requirements.
- 22.2. The Contractor shall and shall procure that its sub-contractors shall:
- a) transfer any Request for Information to the GDC as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;
  - b) provide the GDC with a copy of all Information in its possession or power in the form that the GDC requires within five working days (or such other period as the GDC may specify) of the GDC requesting that Information; and,
  - c) provide all necessary assistance as reasonably requested by the GDC to enable the GDC to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.
- 22.3. GDC shall be responsible for determining at its absolute discretion whether the Information:-
- a) is exempt from disclosure under the FOIA and the Environmental Information Regulations; or,
  - b) is to be disclosed in response to a Request for Information.
- 22.4. In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the GDC.

- 22.5. The Contractor acknowledges that the GDC may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA (or any successor document), be obliged under the FOIA, or the Environmental Information Regulations to disclose Information:
- a) without consulting with the Contractor; or,
  - b) following consultation with the Contractor and having taken its views into account.
- 22.6. The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the GDC to inspect such records as requested from time to time.
- 22.7. The Contractor acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the GDC may nevertheless be obliged to disclose confidential information in order to satisfy a Request for Information.

### **23. Confidentiality**

- 23.1. The contents of the Contract and all information and materials of each party relating to the Contract shall not be disclosed to any third party other than a party's professional advisers or as may be required by law or as may be agreed between the parties. This clause shall not extend to information which was already in the lawful possession of a party prior to this Contract or which is already public knowledge or becomes so subsequently (other than as a result of a breach of any duty of confidentiality). The obligations of confidentiality under this clause shall survive any termination of this Contract.

### **24. Monitoring of Contract**

- 24.1. Before the Commencement Date the parties will agree the arrangements required for the purpose of monitoring the performance of the Contractor of its obligations under the Contract. If no agreement is reached the GDC will (at its sole discretion, acting reasonably) specify such arrangements addressing in particular those matters in clause 24.2.
- 24.2. Such arrangements may include (without limitation):
- a) regular meetings at working level and director level to obtain clear understanding of scope of work, performance, timetables, deadlines, timing of reports etc.;
  - b) security (and availability for inspection) of all relevant documentation;
  - c) the delivery at least quarterly of such written management reports in such format as the GDC may reasonably require and, if appropriate, time sheets as may reasonably be required.

### **25. Performance**

- 25.1. Where a complaint is received about the standard of Services or Goods or the manner in which any Services have been supplied or the materials or procedures used or any other matter connected with the performance of the Contractor's obligations under the Contract, then the GDC shall notify the Contractor, and where considered appropriate by the GDC,

investigate the complaint. The GDC may, in its sole discretion, uphold the complaint and take further action in accordance with clauses 39 (Termination) and 40 (Consequences of Termination) of the Contract.

- 25.2. Without prejudice to its right under clause 38 (Recovery of Sums Due), the GDC may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services or Goods by the GDC or a third party whether or not such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services or Goods and provided that the GDC uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services or Goods.
- 25.3. If the Contractor fails to supply any of the Services or Goods in accordance with the Contract and such failure is capable of remedy, then the GDC may instruct the Contractor to remedy the failure and the Contractor may at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the GDC may direct.
- 25.4. The GDC may terminate the Contract with immediate effect by notice in writing if the Contractor:
- a) fails to comply with clause 25.3 and the failure is materially adverse to the interests of the GDC or prevents the GDC from discharging a statutory duty; or,
  - b) persistently fails to comply with clause 25.3.

## **26. Extension of Time**

- 26.1. If the supply of any Goods or the provision of any Services be delayed for any reason beyond the reasonable control of the Contractor then at the request in writing of the Contractor, the time for delivery of the Goods or the provision of Services may be extended by the GDC for a reasonable period having regard to the effect of the delay.

## **27. Variations**

- 27.1. During the continuance of the Contract or any Order the Contractor shall on receipt of any Variation given to him by the GDC promptly execute such Variation in accordance with the terms of the Contract or any Order and the Variation provided that such Variation shall first have been discussed and agreed with the Contractor.
- 27.2. The Agreed Price shall be varied in accordance with this Variation as follows:
- a) Where the Contract contains a mechanism by which the Variation can be valued then the prices shall be amended in accordance with this mechanism; or,
  - b) Where the Contract does not contain a mechanism for valuing Variations then the Variation shall be valued in accordance with any rates or prices contained in the Contract or elsewhere in the Order and the value of such Variation shall be agreed with the GDC.

## **28. Liabilities & Indemnities**

28.1. Subject to 28.2 the Contractor shall indemnify and keep indemnified the GDC against all, claims, costs, liabilities and demands in respect of: -

- a) death of or injury to any person;
- b) loss of or damage to any property;
- c) any losses incurred by the GDC;

which arise out of the act, default or negligence of the Contractor, its agents, its personnel or sub-contractors in relation to the Contract.

28.2. The indemnities referred to in 28.1 shall not apply to the extent that injury or damage arises through the negligence or default of the GDC, its employees, servants or agents.

28.3. The Contractor will enter into and maintain reasonable and proper insurance in relation to its obligations under the Contract. In particular it will maintain as a minimum the following policies:

- a) Public Liability £5 million
- b) Employers Liability £5 million
- c) Product Liability £2 million
- d) Professional Indemnity £2 million

28.4. Such policies where required shall be unlimited in terms of the number of claims during the Contract Period.

28.5. The insurance policy or policies and receipt for premiums shall be produced to the GDC upon request and in case of failure to do so, the GDC shall be entitled to so insure and to deduct the amounts of the premiums from any sums due to the Contractor.

## **29. Warranties & Representations**

29.1. The Contractor warrants and represents that:

- a) it has full capacity and authority to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- b) in entering the Contract it has not committed any fraud;
- c) if applicable, as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the GDC prior to execution of the Contract;

- d) no claim is being asserted and no litigation or proceeding is presently in progress or pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- f) no proceedings or other steps have been taken and not discharged (nor are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- g) it owns valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- h) in the three 3 years prior to the date of the Contract:
  - i. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it;
  - ii. it has been in full compliance with all applicable securities and tax laws and regulations; and,
  - iii. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

### **30. Intellectual Property**

- 30.1. Unless otherwise agreed in writing all Works produced by the Contractor (for example tools, patterns, drawings, artwork and other documents, reports or equipment) in performance of the Contract, supplied by GDC or made specifically at the GDC's expense or request shall remain or become the property of the GDC and on completion or cancellation of the Contract the contractible deliverables shall be delivered by the Contractor to the GDC.
- 30.2. The rights in any Works or Materials owned by the Contractors which were not created in the performance of this Contract and which are necessary for the use contemplated in 30.1 above are irrevocably licensed to the GDC in perpetuity, in all media.
- 30.3. Any Works or Materials owned by the GDC may only be used by the Contractor with the consent of the GDC. Unauthorised use of Works or Materials owned by GDC may breach copyright and other Intellectual Property Rights. If the Contractor uses any such materials it shall recognise and credit the GDC, in such a way as the GDC may reasonably require.

### **31. Publicity**

- 31.1. Neither party shall without the written consent of the other advertise, publicly announce or provide to any other person information relating to the existence or details of the Contract

or use the other party's name in any format for any promotion, publicity, marketing or advertising purpose.

### **32. Branding**

- 32.1. The Contractor shall not use the GDC Brand without the prior written permission of the GDC.
- 32.2. The Contractor shall not do anything that brings the GDC Brand into disrepute.
- 32.3. The Contractor shall comply with any brand guidelines issued by the GDC from time to time and liaise with them as appropriate.
- 32.4. The GDC may at any time forbid further use of the GDC Brand and can request that the Contractor removes it.

### **33. Delay**

- 33.1. If the Contractor fails to supply the Goods or provide the Services in accordance with the time or times stated in the Contract or any Order or any extended period as may be allowed by the GDC, the Contractor will be liable for any reasonable loss or expense which the GDC shall incur by reason of such failure and the GDC shall be entitled to deduct such damages, loss or expense from any monies which may become payable to the Contractor.

### **34. Transfer of Undertakings (Protection of Employment) Regulations 2006**

- 34.1. If TUPE affects any employee of the Contractor, then any party which takes over provision of some or all of the Services from the Contractor (the "Replacement") shall be entitled to dismiss any transferring employee. In the event of such dismissal, the Contractor shall fully indemnify and keep indemnified the Replacement and/or GDC for and against all claims, losses, damages, costs or expenses or other liabilities whatsoever (including, without being limited to, all legal expenses and other professional fees (together with Value Added Tax thereon) which the Replacement and/or GDC are legally obliged to pay in connection with or arising out of the employment of any such transferring employee and/or their dismissal.
- 34.2. The Contractor shall provide such information to the Replacement and/or GDC as required for compliance with the Replacement's obligation under TUPE.
- 34.3. Clause 34.1 shall not apply where the Contractor has terminated because of GDC's breach.
- 34.4. For the avoidance of doubt, the parties agree that the Contracts (Right of Third Parties) Act 1999 shall apply to this clause 35 to the extent necessary to ensure that any Replacement shall have the rights to enforce the obligations owed to and indemnities given to the Replacement by the Contractor.

### **35. Governing Law**

- 35.1. This Contract shall be governed by and construed in accordance with English Law and the parties hereby irrevocably submit to the jurisdiction of the English Courts.

## **36. Force Majeure**

- 36.1. If either party considers a Force Majeure Event has occurred which may materially affect the performance of its obligations under the Contract then it shall immediately notify the other in writing giving full details of the Force Majeure Event.
- 36.2. Neither party shall be in default of its obligations under the Contract to the extent that it can establish that the performance of such obligations is prevented by a Force Majeure Event which arises after the date of the Contract and which was not foreseeable at the date of the Contract.
- 36.3. If a Force Majeure Event prevents a party performing its obligations under the Contract for a period less than 30 days then during that period the Contract shall be suspended. Upon the ending of the Force Majeure Event the Contractual obligations of the parties shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure Event as may be agreed between the parties. Notwithstanding such suspension the Contractor shall use its best endeavours to assist the GDC in the performance of the Contract.
- 36.4. If a Force Majeure Event prevents a party performing its obligations under the Contract for a period in excess of 30 days then the Contract shall be terminated at the option of the party not affected by the Force Majeure Event and, subject to clause 36.5 neither party shall be liable to the other as a result of such termination.
- 36.5. If the Contract is terminated under clause 36.4 then subject to clause 36.6 the GDC shall pay to the Contractor such reasonable sum as may be agreed between the parties in respect of costs incurred and commitments already entered into by the Contractor at the date of the Force Majeure notice, less the amount of any payments already made to the Contractor at the date of the Force Majeure notice. If the amount of such advance payments made to the Contractor exceeds the sum due to the Contractor under this sub-Clause then the Contractor shall repay the balance to the GDC.
- 36.6. If the Contract is terminated under clause 36.4 the Contractor shall transfer to the GDC the benefit of all work done by it or its sub-contractors in the performance of the Contract up to the date of the Force Majeure Notice, and if applicable it shall include the rights in any licensed and developed software and licensed firmware so far as the rights in the same have accrued to the GDC prior to the Force Majeure Notice or will do so on the payment.

## **37. Dispute Resolution**

- 37.1. For the purposes of this clause a "Dispute" shall mean any dispute arising out of or in connection with this Contract other than a dispute over payment of fees.
- 37.2. If a Dispute between the parties arises it shall be determined in accordance with the procedure set out in this clause.
- 37.3. The Dispute should first be referred for resolution to the relevant GDC project manager and the Contractor's relevant project manager or any other individual nominated by the GDC and/or the Contractor from time to time.

- 37.4. Should the Dispute remain unresolved within 14 days of the matter first being referred to the GDC project manager and the Contractor's project manager or other nominated individual, either party may refer the matter to the Chief Executive of GDC and the Chief Executive of the Contractor with an instruction to attempt to resolve the dispute by agreement within 14 days, or such other period as may be mutually agreed by the GDC and the Contractor.
- 37.5. In the absence of such agreement or resolution, the parties shall seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed the parties shall bear the costs and expenses of the mediation equally.
- 37.6. All negotiations in relation to a Dispute shall be strictly confidential and dealt with in accordance with the provisions of clause 38 .

### **38. Recovery of Sums Due**

- 38.1. If any money is recoverable from or payable by the Contractor under the Contract, without prejudice to the power to terminate under the Contract or to any other remedy available under this Contract or otherwise by law, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under this Contract or under any other agreement or contract with GDC.

### **39. Termination**

- 39.1. Without prejudice to any other right or remedy, the GDC may terminate the Contract at any time by giving the Contractor not less than three months' prior written notice.
- 39.2. The GDC may immediately terminate the whole Contract on written notice and shall be entitled to enter into alternative agreements with contractors for the Goods or Services if:
- a) the Contractor's performance consistently falls below the levels of performance defined in the Contract and fails to meet the defined levels of performance within 30 days of a written notice by the GDC;
  - b) the Contractor commits a material breach of any of the provisions of the Contract and in the event of a breach capable of remedy fails to remedy the same within 30 days of a written notice giving full particulars of the breach;
  - c) the Contractor fails to carry out the Services or deliver the Goods within the times specified in the Contract;
  - d) there is a change of control as defined by Section 116 (2) of the Income and Corporation Taxes Act 1988 in the Contractor which, in GDC's opinion, affects (or might affect) the performance of the Contract;
  - e) where the Contractor is a firm or partnership and there is a change in the identity of any of the partners in the firm and/or a change in the extent to which any partner is able to exercise or entitled to acquire direct or indirect control over the firm's affairs which, in GDC's opinion, affects (or might affect) the performance of the Contract; and/or,

- f) the Contractor, its officers, employees, agents or contractors by any act, omission or default does anything tending to cause damage to the goodwill, standing or reputation of the GDC.

39.3. Either party may terminate the Contract immediately if the other party commits or suffers any one or more of the following:

- a) the calling of any meeting of its creditors;
- b) the appointment of any receiver, administrator, or administrative receiver over all or any part of its assets or undertaking;
- c) the suspension or cessation of its business;
- d) any threat to suspend or cease its business;
- e) the making of a winding-up order;
- f) the convening of a meeting to pass a winding-up resolution; or
- g) it entering into liquidation.

#### **40. Consequences of Termination**

40.1. If GDC terminates the Contract under clause 39.1 it may arrange for those Services or Goods to be carried out or provided by alternative means and the Contractor will be liable for the amount by which the aggregate of the cost of obtaining the Services or Goods in this way exceeds the amount which would have been payable to the Contractor in respect of the Services or Goods so replaced.

40.2. If the Contract is terminated under clause 39 then liability by the GDC towards the Contractor and any rights or additional claims howsoever arising from this Contract as against the GDC shall cease.

40.3. The end of this Contract shall not affect any right of either party that has arisen before termination.

40.4. On termination of this Contract for any reason, the Contractor shall:

- a) deliver to the GDC:
  - i. all copies of information and data provided by the GDC to the Contractor for the purpose of this Contract; and
  - ii. all specifications, programs and other documentation comprised in the deliverables and existing at the date of termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to the GDC (to the extent that they have not already done so by virtue of clause 30 (Intellectual Property));

- b) cooperate in the transfer of Services or Goods in accordance with arrangements to be notified to it by GDC; and,
- c) cease to use the GDC Brand.

#### **41. Disruption**

- 41.1. The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the GDC, its employees or any other contractor employed by the GDC.
- 41.2. The Contractor shall immediately inform the GDC:
  - a) if it is temporarily unable to meet the conditions of this Contract; and
  - b) of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 41.3. In the event of industrial action by the Contractor's personnel it shall seek approval to its proposals to continue to perform its obligations under the Contract.
- 41.4. If the Contractor's proposals referred to in clause 41.2 are in the GDC's reasonable opinion insufficient or unacceptable, then GDC may make a reasonable counter proposal and if such counter proposal is refused by the Contractor the GDC may terminate the Contract immediately by notice in writing.
- 41.5. If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business of the GDC, the Contractor may request a reasonable allowance of time and in addition, the GDC will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

#### **42. Entirety**

- 42.1. This Contract (including any Specification) constitutes the entire agreement between the parties concerning its subject matter, and supersedes any previous accord, understanding or agreement, express or implied. Each party confirms that it has not relied upon any representation not recorded in this Contract inducing it to enter into this Contract.

#### **43. Non Waiver**

- 43.1. Any failure, delay or indulgence by either party in enforcing the provisions of this Contract shall not affect the rights of the party, nor shall any waiver of rights in respect of any breach operate as a waiver of any rights in respect of any other breach.
- 43.2. No right, power or remedy under this Contract is exclusive of any other available right, power or remedy and each such right, power or remedy may be cumulative.

43.3. **Severability**

43.4. If one or more of the provisions of this Contract are or become to any extent invalid or unenforceable under any applicable law then the remainder of this contract shall continue in full force and effect.

43.5. If this happens then both parties shall negotiate in good faith to amend the provision concerned in such a way that as amended, it is valid and enforceable and, to the maximum extent possible, meets the original intention of the parties.

**44. Third Party Rights**

44.1. Subject to clause 34 (TUPE) a person who is not a party to this Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. Where any clause of this Contract (other than clause 34) entitles any person to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999, the parties reserve the right to vary that term or any other term of this Contract without the consent of that person.

## Schedule 1 - Data Protection

### Organisational and Technical Measures to be adopted by the Sub-Contractor

1. The Contractor will ensure that in respect of all GDC Personal Data it receives from or processes on behalf of GDC it maintains security measures to a standard as high or higher than that maintained by GDC. This standard shall be appropriate to:
  - a) the harm that might result from unlawful or unauthorised processing or accidental loss, damage or destruction of the GDC Personal Data;
  - b) the nature of the GDC Personal Data.
2. In particular the Contractor shall:
  - a) put in place and comply with a security policy which defines security needs based on a risk assessment and allocates responsibility for implementing the policy to a specific individual or department. A copy of such policy is to be provided to GDC on request;
  - b) ensure the hardware and software used in processing the GDC Personal Data are reliable and are protected against viruses;
  - c) prevent unauthorised access to the GDC Personal Data;
  - d) ensure its method of storing GDC Personal Data is secure, including the keeping of GDC Personal Data in secure locations and controlling access by personnel to locations where GDC Personal Data is stored;
  - e) have secure procedures for the transfer of Personal Data and use of data outside its premises, whether in physical form (for instance by using couriers rather than the post) or electronic form (for instance by using encryption when sending emails);
  - f) put password protection on computer systems on which data is stored and ensure that only authorised personnel are given details of the password;
  - g) prevent computer screens from being overlooked by unauthorised persons;
  - h) ensure that all individuals who have access to the GDC Personal Data are reliable and are trained how to comply with the Act;
  - i) have in place methods for detecting and dealing with breaches of security including the ability to identify which individuals have worked with specific GDC Personal Data and having a proper procedure in place for investigating and remedying breaches of GDC Personal Data protection procedures;
  - k) have a secure procedure for backing up and storing back-ups separately from originals;
  - l) have a secure method of disposal for back-ups, disks and print outs.

Signed for and on behalf of

General Dental Council

by:

Name: .....

Signature: .....

Job Title: .....

Date: .....

Signed for and on behalf of

[Marten Walsh Cherer]

by:

Name: Jennifer Chandler.....

Signature: .....

Job Title: Managing Director.....

Date: 21<sup>st</sup> October 2016.....

**GENERAL DENTAL COUNCIL**

**CONTRACT FOR THE PROVISION OF  
RECORDING/TRANSCRIPTION SERVICES**

**SPECIFICATION OF REQUIREMENTS**

**1. INTRODUCTION**

- 1.1. The Fitness to Practise (FTP) panel is the regulatory arm of the GDC that make decisions on dental professionals' fitness to practise and hears a wide range of cases including Conduct, Health, Performance, Interim Orders, Restoration Applications and Registration Appeals.
- 1.2. The Hearings team draws on a FTP panel of approximately 175 members comprising dentists, dental care professionals and lay members who have been independently recruited via a public and transparent process by the GDC Appointments Committee.
- 1.3. The Hearings Team and FTP Panel work on behalf of the GDC which are neutral and aim to hear cases fairly and efficiently.
- 1.4. Hearings normally comprise of a three person panel (very occasionally up to five) plus Legal Adviser, Committee Secretary and Hearings Assistant. Only panel members make the decisions. It is necessary to record all hearings automatically in order to have a record in case of an appeal to the High Court.
- 1.5. The GDC is looking to procure one company to provide loggers for all hearing days. Loggers will be required to provide and set up audio recording equipment to take notes of all hearings and which would be available for transcription and sent to the Hearings Team upon request.
- 1.6. The Service Provider is required to provide loggers for approximately 1637 hearing days per year and to audio record GDC hearings at various locations as may be required from time to time.
- 1.7. The Service provider will be required to produce transcripts of hearings upon request within deadlines defined below (3.4).

**2. CONTRACT PERIOD**

- 2.1. The contract will run for a period of two years commencing on 1 January 2017 with an option to extend for a further period of one year plus a further one year both at the absolute discretion of the GDC and subject to agreement between the parties to the contract.

**3. SCOPE**

*This information is given for guidance purposes only and the actual number of hearing days may exceed or fall short of these figures.*

- 3.1. It is anticipated that during 2017 the GDC will hold approximately 1,637 hearing days at three London locations simultaneously. The GDC currently has no specific requirement to hold hearings outside London but it is always possible there might be a business need to

hold hearings at other locations.

- 3.2. The GDC requires a service provider to provide Loggers who will attend the hearing and make notes of the proceedings to assist with the possibility of requiring transcripts to be produced. The Logger will also be responsible for managing the audio recording of the hearing.
- 3.3. The GDC requires the service provider to provide recording equipment to audio record all hearings.
- 3.4. The GDC requires the service provider to produce verbatim transcripts when requested under the following deadlines:
  - a) 1 working day (urgent)
  - b) 3 working days (expedited)
  - c) 5 working days (standard)
- 3.5. The GDC requires costs for transcripts to be produced by each of these deadlines upon request. The GDC may be prepared to vary these deadlines if the service provider has other similar deadline costs they can provide.
- 3.6. The service provider would be expected to make and keep a record of proceedings but not transcribe those hearings unless requested.

#### **4. METHODS OF PRODUCTION**

- 4.1. The GDC currently produces its transcripts by the use of stenographers, it will be moving to audio recording hearings and using loggers from January 2017.
- 4.2. The GDC will consider various means of recording hearings where cost savings can be achieved, provided that assurances can be given that the quality of service will not be compromised and that transcripts can be produced upon request within deadlines stated above.
- 4.3. Where the service provider has proposed a method of recording and production, they must be aware that they will be expected to provide all equipment required at their own expense.
- 4.4. The service provider is responsible for ensuring all recording equipment is working adequately and the Logger is fully trained to be able to use all equipment.
- 4.5. The service provider is expected to train all Loggers to ensure they take accurate notes to support the potential transcription of recordings.
- 4.6. The service provider is responsible for ensuring any recordings are saved and stored securely for a suitable period of time as the GDC may request copies of recordings or the production of transcripts. The service provider should provide a schedule of when data is destroyed and methods of destruction as part of the tender.

#### **5. ATTENDANCE**

- 5.1. Core hours are 9.30am to 5.30pm, however proceedings may run over the normal

working day from time to time.

- 5.2. Loggers must arrive in ample time before a hearing.
- 5.3. Loggers must provide adequate notice if running late or cannot attend the hearing.
- 5.4. The Logger shall attend throughout the duration of the oral hearing and take notes and an audio recording of the proceedings, as required by the GDC.
- 5.5. The Logger will be expected to work collaboratively with all parties at a hearing/meeting to ensure that recording equipment is set up and working and adequate shorthand notes are taken.

## **6. SERVICE LEVELS**

- 6.1. The GDC requires costs for Logger's attendance at hearings and the use of audio recording equipment.
- 6.2. The GDC requires the service provider to make and keep a record of the proceeding and to provide transcripts when requested under the following deadlines
  - A) 1 working day (urgent)
  - B) 3 working days (expedited)
  - C) 5 working days (standard)
- 6.3. The service provider shall not provide transcripts, or copies of transcripts, to any person other than an authorised staff member of the GDC.
- 6.4. The service provider shall be required to produce audio recording of the proceedings, and shall produce transcripts only when required to do so by the GDC.
- 6.5. The service provider shall bear all costs, expenses and outlays associated with travel, subsistence and accommodation of its employees, servants and agents.
- 6.6. The service provider shall bear all costs in connection with the delivery of transcripts.
- 6.7. Tenderers should be aware that national legislation applies in other matters such as Data Protection and Health and Safety and may be called upon from time to time to demonstrate how it ensures that these legislative requirements are met.

# SCHEDULE 3

## GENERAL DENTAL COUNCIL

### CONTRACT FOR THE PROVISION OF RECORDING/TRANSCRIPTION SERVICES

#### INFORMATION TO BE PROVIDED BY TENDERERS

##### PART A – INFORMATION ABOUT YOUR FIRM

1. Full name, address of the Tenderer:

Company Name	Marten Walsh Cherer
Address	1st Floor, Quality House, 6-9 Quality Court, Chancery Lane
Town/City	London
Postcode	WC2A 1HP
Country	England
Website	<a href="http://www.martenwalshcherer.com">www.martenwalshcherer.com</a>

2. Name, position, telephone number and e-mail address of main contact for this project.

Name	Jenny Chandler
Position	Managing Director
Telephone Number	020 7067 2900
E-mail	<a href="mailto:jenny@martenwalshcherer.com">jenny@martenwalshcherer.com</a>

3. Current legal status of the Tenderer

	Please (tick one box)		Please (tick one box)
Partnership		Public Limited Company	
Limited Liability Partnership		<b>Other (✓) – see separate sheet.</b> <b>Marten Walsh Cherer is a Private Limited Company</b> If a consortium, please outline the proposed legal structure of the consortium including an organisation chart and a full description of each member's role.	
Date established or registered	10 <sup>th</sup> December 1991	Registration number	02669638

Registered Office	Marten Walsh Cherer Ltd., 1st Floor, Quality House, 6-9 Quality Court, Chancery Lane, London, WC2A 1HP
<p>Please provide in no more than 1,000 words on a separate sheet a brief description of the Tenderer's primary business and main products and services.</p> <p><b>As requested, please refer to Appendix One for a brief description of Marten Walsh Cherer's primary business and main products and services.</b></p>	

**4. Registration with professional body**

Where applicable, is the Tenderer registered with the appropriate trade or professional register(s).

**Evidence of registration with appropriate professional/trade body**

*Either insert required details or state 'None'*

All reporters/transcribers are Fellows, Members, Associates of the BIVR (**British Institute of Verbatim Reporters**) and Association of Professional Shorthand Writers. Individual membership evidence can be provided upon request.

**5. Insurances**

Please provide evidence of the employers' liability, public liability insurance and professional liability or indemnity insurance held. The evidence should include the name of the insurers, policy numbers, expiry dates and limits for any one incident and annual aggregate caps and the excesses under the policies.

Please refer to Appendix Two for evidence of employers' liability, public liability and professional indemnity insurance held. Please note that although the professional indemnity insurance currently held is not at the required level for the contract, should Marten Walsh Cherer be successful we will of course extend this insurance to meet the required levels prior to contract commencement if required.

**6. Provision of Similar Services**

Please provide on a separate sheet in no more than 1,000 words details of where you have provided similar services to those set out in the Specification above in the past two years (both private and public sector).

As requested, please refer to Appendix Three for details of where Marten Walsh Cherer has provided similar services to those set out in the specification over the past two years.

**7. References**

Please attach a list of similar contracts which your organisation has undertaken for regulatory bodies, public sector clients, voluntary organisations or private sector organisations in the past three years with a named contact who will be willing to give a reference to the GDC on your

behalf. You MUST provide the following details for each contract: client name and address; contact name, telephone number and email address; date contract awarded; contract reference and brief description of requirements undertaken (and value of contract)

As requested, please refer to Appendix Four for a list of similar contracts Marten Walsh Cherer has undertaken for relevant clients over the past three years.

## 8. Quality Assurance

Please provide details of any Quality Assurance Systems utilised, both internally and externally through the supply chain.

Please provide details of any quality assurance certification relevant to provision of the services as set out in the Specification above that you may hold e.g. ISO 9001:2000 or equivalent standard. Please include a copy of relevant certificates.

As requested, please refer to Appendix Five for details of quality assurance.

## 9. Equal Opportunities

Do you have an equal opportunities and/or race relations policy? If 'yes', please enclose a copy	YES Please refer to Appendix Six for a copy
Do you provide staff training on equal opportunities/diversity?	YES
Is it your policy as employers to comply with your statutory obligations under the Equality Act 2010?	YES
In the last three years have any finding of unlawful discrimination in the employment field been made against you by an employment tribunal, an employment appeal tribunal, or any court or in comparable proceedings in any other jurisdiction?	NO
If the answer to the previous question is yes, please provide details as to what steps have been taken by you as a result of that finding?	Not applicable, Marten Walsh Cherer has answered No to the above question.

## PART B – PROJECT SPECIFIC INFORMATION

Tenderers are required to provide the following information:

1. Please provide a method statement detailing how you intend to service the requirements of this contract as set out in the above specification especially taking into account the number of simultaneous hearing days and multiple venues and the speed and accuracy of output required.

Please refer to Appendix Seven for Marten Walsh Cherer's method statement in response to this question.

2. Please set out your methodology for delivering transcripts upon request rather than automatically after hearings conclude, detailing how recordings will be stored and managed

after hearings and the process for executing our requests (urgent, expedited and standard) for historical recordings to be transcribed.

Please refer to Appendix Eight for Marten Walsh Cherer's response to this question.

3. Please set out your methodology for the actual recording of hearings/meetings (i.e. electronic means or otherwise) and how and where these will be transcribed. In the event that transcription will be undertaken by individuals or organisations based outside of the UK, please set out in details how the protection of confidential information is assured.

Please refer to Appendix Nine for Marten Walsh Cherer's response to this question.

4. Please provide details of how you intend to establish a management regime to ensure that performance requirements are met and that continuous improvement of services is achieved.

Please refer to Appendix Ten for Marten Walsh Cherer's response to this question.

5. If you are submitting a proposal for an alternative method of production, please provide clear details as to how you envisage this to operate over simultaneous hearings days at multiple hearings venues, (most of which are hired by the GDC), including details of the recording devices you propose to use. Please describe the risks associated with your proposal and how the GDC will benefit both in terms of efficiency and financial savings.

Please refer to Appendix Eleven for Marten Walsh Cherer's response to this question.

**GENERAL DENTAL COUNCIL**  
**CONTRACT FOR THE PROVISION OF**  
**RECORDING/TRANSCRIPTION SERVICES**

**COMMENCING 1 JANUARY 2017**

**PRICING SCHEDULE**

*Please note that the GDC will not accept any fees or charges not identified in your tender document. All tendered fees and charges are deemed to remain firm for the initial contract period of two years.*

**1. PRODUCTION OF TRANSCRIPTS.**

The Price Schedule must follow the format set out below:

ITEM	FEE
Half day attendance fee for Logger and recording ( 4 hours or less)	£75.00
Full day attendance fee for Logger and recording hearings 9.00am to 5.30pm	£110.00
Overtime charged after 5.30pm	No charge per hour
Standard transcribing rate per folio	£1.22
Expedited transcribing rate per folio	£1.34
Urgent transcribing rate per folio	£1.61
Cancellation fee with less than 24 hours' notice	No charge
Coordinator's fee for supervising write out team, collation of transcripts, liaising with committee secretary and emailing.	No charge

**2. ALTERNATIVE METHOD OF PRODUCTION**

Please clearly set out your fees and charges if offering an alternative method of production.

**Daily fixed fee for write-out team to provide onsite same-day transcript service                   £1,050.00**  
**Overtime chargeable after 5.30pm   £195.00 per hour**

**ALL PRICES ARE EXCLUSIVE OF VAT**



**CONTRACT FOR THE PROVISION OF RECORDING/TRANSCRIPTION SERVICES**

**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is dated the \_\_\_\_\_,

**BETWEEN:**

(1) The General Dental Council, 37 Wimpole Street,

London W1G 8DQ ['The Council'] and

(2) ['The Contractor']

The General Dental Council (The GDC) and \*\* (The Contractor) have entered into an agreement for the Contractor to supply electronic data transfer, recording and transcription services to the Council in respect of Fitness to Practise Hearings. (The Recording/Transcription Services Contract). Pursuant to that agreement the parties further agree:

**1 DEFINITIONS**

For the purpose of this Agreement the following definitions shall apply:-

"Confidential Information"

All and any information (in whatever form) obtained under, or in connection with, The Recording/Transcription Services Contract. This shall include, but is not limited to, information relating to any Fitness to Practise proceedings, Statutory Committees of the Council, any registrant of the Council, witness, expert witness, informant, others involved in FTP proceedings or member of the public, information relating to any person's health, details of any allegations, evidence and deliberations of the Panel. This shall not include information:

- (i) already in the public domain, otherwise than by the act or omission of the Contractor; or
- (ii) fully and lawfully available to the Contractor otherwise than directly or indirectly from the Council.

"Data Protection Legislation"

The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, The Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations

relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

**"GDC Data"**

- (a) text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
  - i. supplied to the Contractor by or on behalf of the GDC; or
  - ii. which the Contractor is required to generate, process, store or transmit pursuant to the Recording/Transcription Services Contract; or
- (b) any Personal Data for which GDC is the Data Controller.

**"Contractor Key Personnel"**

means employee, director, officer or professional

adviser. "Personal Data"

as defined in the Data Protection Act 1998.

**2 CONFIDENTIAL INFORMATION**

- 2.1 The Contractor shall keep all Confidential Information confidential and shall use it only for the performance of The Recording/Transcription Services Contract and for no other purpose.
- 2.2 Without limiting the generality of the previous sentence the Contractor shall:
  - 2.2.1 treat the Confidential Information with no less a degree of care and apply at least the same security measures in respect of the Confidential Information as it uses to protect its own confidential information and in any event to treat it with at minimum a reasonable degree of care and maintain reasonable security measures against theft, and unauthorised access or use of the Confidential Information;
  - 2.2.2 only make copies of any Confidential Information as may be reasonably required for the performance of the Services, and delete any copies securely as soon as the service have been delivered;
  - 2.2.3 not store any Confidential Information, except as necessary for the performance by the Contractor of its obligations under The Recording/Transcription Services Contract or as otherwise expressly authorized in writing by the Council; and
  - 2.2.4 immediately notify the Council if it becomes aware of or suspects any improper use, loss, copying or disclosure of any Confidential Information which may breach the Contractor's obligations under this agreement, and shall promptly take such steps as the Council reasonably requires in respect of such breaches.
- 2.3 The Contractor shall ensure that Confidential Information is only given to or accessed by Key Personnel of the Contractor, as necessary, solely for the performance of The

## Recording/Transcription Services Contract.

- 2.4 The Contractor shall also ensure that all persons to whom Confidential Information is disclosed:
  - 2.4.1 are made aware of the confidential nature of the Confidential Information;
  - 2.4.2 are equally bound by confidentiality obligations with the Contractor as protective of the Confidential Information as those set out in this agreement in respect of the Confidential Information; and
  - 2.4.3 that such obligations are enforced by the Contractor (at the Contractor's cost) for the Council's benefit in respect of the Confidential Information; and
  - 2.4.4 comply with the terms of this agreement as if they were the Contractor .
- 2.5 The Contractor shall make itself aware of the GDC's Information Security Policy and observe the principles of that policy, where they do not conflict with obligations contained within this agreement.
- 2.6 The Contractor shall ensure that any system on which the Contractor holds any Confidential Information including back-up data, is a secure system that complies with the GDC's Information Security Policy.
- 2.7 Either party may disclose the other party's Confidential Information if required to do so by a court of competent jurisdiction or by any regulatory governmental or administrative authority with jurisdiction over such party.
- 2.8 The Contractor undertakes to, at the request of the Council, deliver up to the Council at the Contractor's expense all documents and other materials in the possession custody or control of the Contractor that bear or incorporate any part of the Confidential Information. In the case of Confidential Information which is impracticable to deliver up to the Council, the Contractor undertakes to procure destruction of the same.

### **3 GDC DATA**

- 3.1 The Contractor shall not store, copy, disclose or use GDC Data except as necessary for the performance by the Contractor of its obligations under The Recorder/Transcription Services Contract or as otherwise expressly authorized in writing by the Council.
- 3.2 The Contractor shall make itself aware of the GDC's Information Security Policy and observe the principles of that policy, where they do not conflict with obligations contained within this agreement.
- 3.3 The Contractor shall ensure that any system on which the Contractor holds any GDC Data including back-up data, is a secure system that complies with the Security Policy.

### **4 DATA PROTECTION**

- 4.1 The parties acknowledge that the Contractor may have access to Personal Data in the provision of the Services.

- 4.2 With respect to information that comes into the possession of the Contractor as a result of The Recorder/Transcription Services Contract, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor. Notwithstanding the foregoing, where, as a matter of law the Contractor is the Data Controller, it shall nonetheless comply with this clause as if it were a Data Processor.
- 4.3 The Contractor shall:
- (i) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the services or as is required by Law or any Regulatory Body;
  - (ii) Where processing is required above that set out above, process the Personal Data only in accordance with instructions from the Council;
  - (iii) Implement appropriate technical and organizational measures against the unauthorised or unlawful processing of the Personal Data and against the accidental loss or destruction of, or damage to, the Data (including adequate back up procedures and disaster recovery systems);
  - (iv) Notify GDC (within 5 working days) if it receives;
    - (a) a request from a Data Subject to have access to that person's Personal Data where such Personal Data includes data connected to the Council; or
    - (b) a complaint or request relating to the Council's obligations under the Data Protection Legislation; or
    - (c) any notice or communication from any supervisory or government body which relates directly or indirectly to the processing of the Data.
- 4.4 Provide the Council with full cooperation and assistance in relation to any complaint or request made in relation to Personal Data where such Personal Data includes data connected with the Council.
- 4.5 The Contractor shall comply at all times with the Data Protection Legislation and shall not do anything which could result in the Council breaching the Data Protection Legislation.

## **5 FREEDOM OF INFORMATION**

- 5.1 The Contractor acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Contractor agrees it shall (at its own expense) co-operate and provide all necessary assistance as may be reasonably requested by the Contractor to enable the Council to comply with its obligations under the FOIA.
- 5.2 Notwithstanding the generality of clause 5.1, the Contractor shall provide the Council within five (5) Working Days of receipt of a request for assistance from the Council with such information in its possession or power as may be reasonably requested in order to assist the Council to comply with its obligations under the FOIA.

**6 POST CONTRACT TERMINATION**

6.1 The provisions of this agreement shall survive termination or expiry of this agreement .

Signed for and on behalf of: The General Dental Council

Authorised Signatory

A handwritten signature in black ink that reads "Jennifer Chardle". The signature is written in a cursive style with a large initial 'J' and a long, sweeping underline.

Signed for and on behalf of: Marten Walsh Cherer

## TENDER FOR RECORDING SERVICES

### **PART A: 3. PLEASE PROVIDE IN NO MORE THAN 1,000 WORDS ON A SEPARATE SHEET A BRIEF DESCRIPTION OF THE TENDERER'S PRIMARY BUSINESS AND MAIN PRODUCTS AND SERVICES.**

**MARTEN WALSH CHERER (MWC) IS A SPECIALIST FIRM OF HIGHLY EXPERIENCED VERBATIM REPORTERS AND TRANSCRIBERS BASED IN THE CITY OF LONDON. 100% OF THE COMPANY'S TURNOVER IS DERIVED FROM PROVIDING; COURT AND VERBATIM REPORTING, LOGGING, TRANSCRIPTIONS, DEPOSITIONS, CROSS-EXAMINATIONS, VIDEOGRAPHY AND NOTE TAKING**

Marten Walsh Cherer (MWC) prides itself on the quality of staff it employs. We are a specialist firm with over a century of experience. Logging and transcribing is our core business and the General Dental Council (GDC) can rest assured that they will receive an individual service from us, where we consider every piece of work we do as important.

All our employees are experienced and knowledgeable in this field, and they are members of the British Institute of Verbatim Reporters (BIVR). Above all, we are a friendly team who work together to ensure we deliver the best outcome for our clients.

Customer responsiveness is a priority and we believe this differentiates us from our competitors. Keeping our customers happy is the key to ensuring that our current clients stay as clients. All Directors are hands on and able to take immediate decisions and act quickly to ensure our clients receive the best service and the best value solutions. There is no bureaucracy or chains of authority/levels of decision makers. We pride ourselves on giving our clients a direct and immediate response to requests. We lead from the front and ensure customer service and responsiveness to customer requests is at the forefront of all the services we deliver. Our company ethos includes:

- Nurturing a positive attitude
- Thinking creatively
- Being flexible to client requests – not resisting change and finding new ways of working
- Anticipating issues where possible and planning accordingly

All our Transcribers, Loggers and Office staff are fully qualified and highly experienced professionals. **MARTEN WALSH CHERER USES 100% DIRECTLY EMPLOYED STAFF** and will not use sub-contractors. Our staff maintain a professional appearance at all times, are punctual, courteous and able to fulfil their role to the highest standards. All staff are trained upon induction and given regular refresher training to keep them up to date with all processes and procedures, providing our clients with the best possible service.

#### **KEY FACT:**

**MARTEN WALSH CHERER HAS BEEN PROVIDING LOGGERS AND TRANSCRIBERS IN LONDON FOR OVER 100 YEARS. ALL STAFF ARE HIGHLY TRAINED PROFESSIONALS, WHO WILL PROVIDE AT ALL TIMES HIGH LEVELS OF ACCURACY, CONFIDENTIALITY AND AN APPROPRIATE/SENSITIVE APPROACH TO ALL WORKS UNDERTAKEN ON THIS CONTRACT WHILST POSSESSING EXCELLENT CUSTOMER SERVICE SKILLS.**

Our central London (City) location means we are no more than 30 minutes away from most sites, meaning short notice requirements can be fulfilled quickly and efficiently, with less transport emissions, using locally employed London-based personnel.



MWC's London Office at Chancery Lane - London WC2A 1HP

### **PROVISION OF LOGGERS AND TRANSCRIBERS**

MWC is a reliable, efficient and confidential provider of transcription services, providing accurate verbatim documents and transcripts to a wide national and international client base frequently within 24-hour turnaround times. We transcribe all formats of sound files, CDs and videos of meetings, conferences or interviews, with speed and accuracy, including group discussions and in-depth interviews.

Our skilled loggers, reporters and transcribers will deliver a verbatim account of everything said. Our services, which have been used in thousands of complex multi-party, high value court cases and disciplinary hearings, will provide an instantaneous and accurate electronic record of proceedings.

### **KEY FACT:**

**MWC CAN BOAST AN EXTREMELY LOW STAFF TURNOVER, WHICH IS CURRENTLY LESS THAN 5%, ENSURING CONTINUITY OF SUPPLY AND QUALITY, KNOWLEDGEABLE PERSONNEL TO THE GENERAL DENTAL COUNCIL.**

### **RESOURCES**

- Over fifty (50) trained and highly experienced London-based loggers; we will specifically train and dedicate at least 10 to the GDC contract.
- Over fifty (50) qualified and highly experienced London-based transcribers; we will specifically train and dedicate at least 15 to the GDC contract.

All MWC loggers and transcribers have:

- ⇒ Excellent English language, punctuation, grammar, spelling
- ⇒ Thorough understanding of editing, accuracy required, style consistency, templates
- ⇒ Excellent understanding of the subject-matter, regional accents involved and specified timescales
- ⇒ Excellent general knowledge and specialised legal and medical knowledge
- ⇒ Fast/accurate IT skills
- ⇒ Familiarity with digital/analogue transcription equipment
- ⇒ Excellent hearing and comprehension skills
- ⇒ Thorough understanding of the requirements for confidentiality and excellent customer service skills

Only high-quality equipment is used to ensure clarity and accuracy. Back-up equipment is always available. Extra resources (Including management/directors) available if work expedited.

# ENDORSEMENT

Policy: HU PI6 1547761 (53)



## INSURANCE DETAILS

**Period of Insurance:** Continuous cover from 31 December 2015 until the policy is cancelled.  
**Underwritten by:** Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy  
**General terms and conditions wording :** 6253 WD-PIP-UK-GTC(7)  
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below  
**Property definitions wording:** 6472 WD-PIP-UK-PD(2)  
Property definitions apply to the Property sections of this policy in conjunction with the specific wording detailed in each section below  
**Payment Method :** Payment by Broker's Account  
**Endorsement Effective:** 31 December 2015

## INSURED DETAILS

**Insured :** Marten Walsh Cherer Ltd  
**Address :** 1st Quality House, 6-9 Quality Court  
Chancery Lane  
London  
WC2A 1HP  
**Additional Insureds :** There are no Additional Insureds on this policy.  
**Business :** Court Reporting, Stenography & Tape Transcription

## PREMIUM DETAILS

<b>Revised Annual Premium :</b>	£ 7,529.50	<b>Revised Annual Tax :</b>	£ 715.30	<b>Total :</b>	£ 8,244.80
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2012-2014



BIA Customer Care Award  
2012



Outstanding Insurer Claims  
Team of the Year 2013



**PROFESSIONAL INDEMNITY**

**Section wording :** 5998 WD-PIP-UK-SP(4)  
**Insurer:** Hiscox Insurance Company Limited

Limit of indemnity	Excess	Annual Premium	Annual Tax
£ 1,000,000	£ 1,000	£ 3,942.86	£ 374.57

**Limit applies to :** any one claim excluding defence costs  
**Excess Applies to :** each claim or loss excluding defence costs  
**Geographical Limits :** Worldwide  
**Applicable Courts :** Worldwide excluding claims brought in USA/Canada

**Business Activities**

Court Reporting, Stenography & Tape Transcription

**What is not Covered**

Claims first brought in the USA / Canada are NOT covered

**Endorsements**

400.1 Retroactive date: Business performed in the past

**PUBLIC AND PRODUCTS LIABILITY**

**Section wording :** 6130 WD-PIP-UK-GL(6)  
**Insurer:** Hiscox Insurance Company Limited

Limit of indemnity	Excess	Annual Premium	Annual Tax
£ 5,000,000	£ 250	£ 529.50	£ 50.30

**Limit applies to :** Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.  
**Excess Applies to :** each and every claim for property damage only  
**Geographical Limits :** European Union  
**Applicable Courts :** European Union

**Special limits** (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs £ 100,000 in aggregate during any one period of insurance

Policy: HU PI6 1547761 (53)



Pollution defence costs £ 100,000 in aggregate during any one period of insurance

**What is not Covered**

**EMPLOYERS LIABILITY**

**Section wording :** 6129 WD-PIP-UK-EL(6)  
**Insurer:** Hiscox Insurance Company Limited

Limit of indemnity	Excess	Annual Premium	Annual Tax
£ 10,000,000	Nil	£ 800.00	£ 76.00

**Limit applies to :** All claims and their defence costs which arise from the same accident or event  
**Geographical Limits :** Worldwide  
**Applicable Courts :** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Special limits** (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs £ 100,000 in the aggregate  
Terrorism £ 5,000,000 in the aggregate

**Endorsements**

- 3040.0** Employers' Liability Tracing Office (ELTO) and your data
- 3121.0** Employers liability insurance - mandatory information required





**TENDER FOR RECORDING SERVICES**

**PART A: 6. PROVISION OF SIMILAR SERVICES - PLEASE PROVIDE ON A SEPARATE SHEET IN NO MORE THAN 1,000 WORDS DETAILS OF WHERE YOU HAVE PROVIDED SIMILAR SERVICES TO THOSE SET OUT IN THE SPECIFICATION ABOVE IN THE PAST TWO YEARS (BOTH PRIVATE AND PUBLIC SECTOR).**

Marten Walsh Cherer (MWC) has held verbatim court reporting and transcription contracts with many prestigious organisations across London for over 100 years, including the Ministry of Justice (previously the Lord Chancellor’s Department) in the criminal courts of England and Wales. It has produced court transcripts from tape/digital continuously since mechanical recording was first introduced into all divisions of the Royal Courts of Justice and has been an accredited member of the existing Tape Transcription Panel, which, in addition, now covers all the county courts in England and Wales, since its inception.

MWC has also been transcribing police and other tapes on a regular basis for in excess of 15 years. In addition, since 1993, MWC has produced Crown Court transcripts from tape and digital recording under its Court Service contracts. It also transcribes proceedings from tape/digital when requested to do so by private organisations, professional disciplinary bodies and other government departments.

**NURSING & MIDWIFERY COUNCIL (NMC)**



Last year (2015) MWC was awarded, following a tender/procurement process, a Nursing & Midwifery Council contract for the provision of logging and transcription services. MWC has now been successfully delivering this prestigious contract for just under 12 months, with high customer satisfaction and quality measurements.

**FROM DECEMBER 2015 TO OCTOBER 2016 INCLUSIVE = MARTEN WALSH CHERER HAS PROVIDED LOGGERS FOR 1107 HEARING DAYS**

- LOCATION:** London, Edinburgh, Belfast and Cardiff
- CONTRACT AWARDED:** 1 November 2015
- CONTRACT REFERENCE:** RT320 Provision of logging and transcription services
- VALUE OF CONTRACT:** £250,000 per annum

**DETAILS OF REQUIREMENTS:**

MWC provides up to 15 dedicated loggers to attend, log and digitally record fitness to practise hearings of the NMC at venues in London, Edinburgh and elsewhere in the UK, and produce transcripts upon request or automatically when a hearing is adjourned part-heard to deadlines of five days (expedited) and 10 days (standard). Occasionally transcripts are required within one or two days.

**MOST RECENT KEY PERFORMANCE INDICATOR/MEASUREMENTS OF MWC’S CONTRACT PERFORMANCE:**

- Quality/consistency of personnel score: 100%
- Attendance of personnel/on time: 100%



## MARTEN WALSH CHERER

- Quality of transcript: 99.99%
- Delivery within required timescales: 100%

### HOUSES OF PARLIAMENT

For over five years MWC has logged and transcribed digital recordings of Select Committees of the House of Commons and House of Lords, including the Health Committee, to strict timescales and the highest quality requirements.

<b>LOCATION:</b>	House of Commons, London
<b>CONTRACT AWARDED:</b>	2010 (five years) and 2015 (five years)
<b>CONTRACT REFERENCE:</b>	GSV1270 Provision of Transcription Services for UK Parliament Committees
<b>VALUE OF CONTRACT:</b>	approx. £125,000 per annum

#### DETAILS OF REQUIREMENTS:

MWC provides loggers to attend, log and digitally record Select and Joint Committees (including the Health Committee) of the House of Commons and House of Lords from which transcripts are produced within deadlines of 48 hours (standard), 24 hours and overnight.

#### MOST RECENT KEY PERFORMANCE INDICATOR/MEASUREMENTS OF MWC'S CONTRACT PERFORMANCE:

- Quality/consistency of personnel Score: 100%
- Attendance of personnel/on time: 100%
- Quality of transcript: 99.99%
- Delivery within required timescales: 100%

### FURTHER CONTRACT EXAMPLES TO SUPPORT MWC'S EXPERIENCE AND CAPABILITY TO DELIVER THE REQUIRED SERVICES TO THE GENERAL DENTAL COUNCIL

## The Bar Tribunals & Adjudication Service

### THE BAR TRIBUNALS & ADJUDICATION SERVICE

<b>LOCATION:</b>	London
<b>CONTRACT AWARDED:</b>	Ongoing
<b>CONTRACT REFERENCE:</b>	Transcription Services
<b>VALUE OF CONTRACT:</b>	Variable depending on the number of ad-hoc requests. From January to September 2016 we have billed the TBTAS £6,241.00 but MWC bills barristers directly for transcripts when they appeal.

#### DETAILS OF REQUIREMENTS:

MWC has been providing services to The Senate of the Inns of Court and The Bar and to The Bar Tribunals & Adjudication Service (TBTAS) for over 50 years in one form or another. About three years ago the TBTAS stopped using court reporters and recorded their own proceedings. From that time MWC has transcribed the proceedings upon request. On occasion now, when the TBTAS uses a hearing room which does not have recording facilities, MWC provides court reporters and/or loggers, who attend, take notes/log and record the proceedings. Transcripts are produced upon request at a later date either for the TBTAS or barristers. MWC meets whatever timescales are requested for delivery of the transcripts.

#### MOST RECENT KEY PERFORMANCE INDICATOR/MEASUREMENTS OF MWC'S CONTRACT PERFORMANCE:

- Quality/consistency of personnel Score: 100%

- Attendance of personnel/on time: 100%
- Quality of transcript: 100%
- Delivery within required timescales: 100%



**General  
Osteopathic  
Council**

#### **GENERAL OSTEOPATHIC COUNCIL**

<b>LOCATION:</b>	Osteopathy House, London
<b>CONTRACT AWARDED:</b>	Ongoing
<b>CONTRACT REFERENCE:</b>	Transcription Services
<b>VALUE OF CONTRACT:</b>	Approx. £20,000 but variable depending on number of transcripts ordered

#### **DETAILS OF REQUIREMENTS:**

MWC has been providing services to The General Osteopathic Council (GOsC) for over 10 years in one form or another. Three years ago the GOsC stopped using court reporters and recorded their own proceedings. From that time MWC has transcribed the proceedings upon request. MWC meets whatever timescales are requested for delivery of the transcript.

#### **MOST RECENT KEY PERFORMANCE INDICATOR/MEASUREMENTS OF MWC'S CONTRACT PERFORMANCE:**

- Quality/consistency of personnel score: 100%
- Attendance of personnel/on time: Not applicable
- Quality of transcript: 99.99%
- Delivery within required timescales: 100%



## TENDER FOR RECORDING SERVICES

**PART A: 7. REFERENCES - PLEASE ATTACH A LIST OF SIMILAR CONTRACTS WHICH YOUR ORGANISATION HAS UNDERTAKEN FOR REGULATORY BODIES, PUBLIC SECTOR CLIENTS, VOLUNTARY ORGANISATIONS OR PRIVATE SECTOR ORGANISATIONS IN THE PAST THREE YEARS WITH A NAMED CONTACT WHO WILL BE WILLING TO GIVE A REFERENCE TO THE GDC ON YOUR BEHALF.**

You MUST provide the following details for each contract: client name and address; contact name, telephone number and email address; date contract awarded; contract reference and brief description of requirements undertaken (and value of contract)

### REFERENCES - SIMILAR CONTRACTS

#### Contract 1: Nursing & Midwifery Council (NMC)

<b>CLIENT NAME:</b>	Nursing & Midwifery Council (NMC)
<b>ADDRESS:</b>	61 Aldwych London WC2B 4AE
<b>CONTACT NAME:</b>	Lee Higgins, Senior Adjudication Manager
<b>TEL:</b>	0207 681 5082
<b>EMAIL:</b>	<a href="mailto:lee.higgins@nmc-uk.org">lee.higgins@nmc-uk.org</a>
<b>CONTRACT AWARD DATE:</b>	1 November 2015
<b>CONTRACT REFERENCE:</b>	RT320 Provision of logging and transcription services
<b>VALUE:</b>	£250,000 per annum
<b>BRIEF DESCRIPTION OF REQUIREMENTS:</b>	MWC provides up to 15 dedicated loggers to attend, log and digitally record fitness to practise hearings of the NMC at venues in London, Edinburgh and elsewhere in the UK and produce transcripts therefrom upon request or automatically when a hearing is adjourned part-heard to deadlines of five days (expedited) and 10 days (standard). Occasionally transcripts are required within one or two days.

#### Contract 2: Houses of Parliament

<b>CLIENT NAME:</b>	Houses of Parliament
<b>ADDRESS:</b>	House of Commons London SW1A 0AA
<b>CONTACT NAME:</b>	Jonathan Hoare



<b>TEL:</b>	0207 219 6846
<b>EMAIL:</b>	<a href="mailto:hoarej@parliament.uk">hoarej@parliament.uk</a>
<b>CONTRACT AWARD DATE:</b>	2010 for five years and re-awarded in 2015 for a further five years.
<b>CONTRACT REFERENCE:</b>	GSV1270 Provision of Transcription Services for UK Parliament Committees
<b>VALUE:</b>	approx. £125,000 per annum
<b>BRIEF DESCRIPTION OF REQUIREMENTS:</b>	MWC provides loggers to attend, log and digitally record Select and Joint Committees (including the Health Committee) of the House of Commons and House of Lords from which transcripts are produced within deadlines of 48 hours (standard), 24 hours and overnight.

**Contract 3: The Bar Tribunals & Adjudication Service**

<b>CLIENT NAME:</b>	The Bar Tribunals & Adjudication Service
<b>ADDRESS:</b>	9 Gray's Inn Square London WC1R 5JF
<b>CONTACT NAME:</b>	Margaret Hilson
<b>TEL:</b>	0203 432 7348
<b>EMAIL:</b>	<a href="mailto:margaret.hilson@tbtas.org.uk">margaret.hilson@tbtas.org.uk</a>
<b>CONTRACT AWARD DATE:</b>	Ongoing contract. MWC has provided services for over 50 years
<b>CONTRACT REFERENCE:</b>	Transcription Services
<b>VALUE:</b>	Variable depending on the number of ad-hoc requests. From January to September 2016 we have billed the TBTAS £6,241.00. However, MWC bills barristers directly for transcripts when they appeal.
<b>BRIEF DESCRIPTION OF REQUIREMENTS:</b>	MWC has been providing services to The Senate of the Inns of Court and The Bar and to The Bar Tribunals & Adjudication Service (TBTAS) for over 50 years in one form or another. About three years ago the TBTAS stopped using court reporters and recorded their own proceedings. From that time MWC has transcribed the proceedings upon request. On occasion now, when the TBTAS uses a hearing room which does not have recording facilities, MWC provides court reporters and/or loggers, who attend, take notes/log and record the proceedings. Transcripts are produced upon request at a later date either for the TBTAS or barristers. MWC meets whatever timescales are requested for delivery of the transcripts.

## **TENDER FOR RECORDING SERVICES**

### **PART A: 8. QUALITY ASSURANCE**

**PLEASE PROVIDE DETAILS OF ANY QUALITY ASSURANCE SYSTEMS UTILISED, BOTH INTERNALLY AND EXTERNALLY THROUGH THE SUPPLY CHAIN.**

**PLEASE PROVIDE DETAILS OF ANY QUALITY ASSURANCE CERTIFICATION RELEVANT TO PROVISION OF THE SERVICES AS SET OUT IN THE SPECIFICATION ABOVE THAT YOU MAY HOLD E.G. ISO 9001:2000 OR EQUIVALENT STANDARD. PLEASE INCLUDE A COPY OF RELEVANT CERTIFICATES.**

The commitment of Marten Walsh Cherer (MWC) to quality is best demonstrated in our consistent delivery of high-quality loggers and transcription contracts, repeat work and excellent customer satisfaction on our current prestigious contracts with, for example, the Nursing & Midwifery Council, The Houses of Parliament and The Bar Tribunals & Adjudication Service.

#### **MARTEN WALSH CHERER - AIM**

**WE AIM TO PROVIDE 100% CUSTOMER SATISFACTION ON EVERY JOB, AND OUR IMPRESSIVE PORTFOLIO OF PUBLIC-FACING ORGANISATIONS FOR WHICH WE PROVIDE SIMILAR SERVICES DEMONSTRATES THIS.**

MWC has held verbatim court reporting and transcription contracts with the Ministry of Justice (previously the Lord Chancellor's Department) in the criminal courts of England and Wales for over 100 years. It has produced court transcripts from tape continuously since mechanical recording was first introduced into all divisions of the Royal Courts of Justice and has been an accredited member of the existing Tape Transcription Panel, which, in addition, now covers all the county courts in England and Wales, since its inception. MWC has also been transcribing police and other tapes on a regular basis for in excess of 15 years. In addition, since 1993, MWC has produced Crown Court transcripts from tape and digital recording under its Court Service contracts. It also transcribes proceedings from tape/digital when requested to do so by private organisations, professional disciplinary bodies and other government departments. For over five years it has logged and transcribed digital recordings of Select Committees of the House of Commons/Lords, including the Health Committee, to strict timescales and the highest quality requirements.

#### **CONTINUITY OF PERSONNEL**

**We believe Staff RETENTION and CONTINUITY of contract personnel is a key element to providing a quality service. MWC has always had extremely high staff retention levels in comparison to some of our competitors in the industry. Staff turnover is calculated at less than 5% over the last 5 years. We offer attractive remuneration, motivate our staff well and have ongoing regular work, which ensures we maintain our experienced/reliable and professional employees. Based in Central London and with a history/good reputation, we are constantly approached for work by applicants.**



We hold several large contracts and therefore have a bank of qualified/experienced staff with Crown Court, County Court, House of Commons and government experience we can utilise on the GDC contract at short notice to fulfil any urgent/large requests or unavailability issues.

## QUALITY MANAGEMENT

MWC's comprehensive Internal Quality Management System (QMS) is designed to control processes and quality to ensure we consistently provide quality transcriptions which meet our clients' high standards. Our QMS ensures contract performance is measured and our procedures are regularly audited.

**MWC HAS BEGUN WORKING TOWARD A PROGRAMME OF ACCREDITATIONS, INCLUDING ISO9001 (QMS) AND ISO27001 (INFORMATION SECURITY), IN PARTNERSHIP WITH THE BRITISH ASSESSMENT BUREAU.**

The Directors demonstrate a strong commitment to quality by:

- Only recruiting, utilising and retaining highly skilled loggers and transcribers
- Defining clear quality objectives for all parts of the business
- Measuring all completed work by quality audits, questionnaires to ensure continuing client satisfaction
- Undertaking monthly review meetings of best business practices and continuous improvement of our internal systems and procedures
- Never compromising standards and always striving for improvement
- Utilising high-quality/reliable equipment with back-up equipment always available
- Handling any complaints efficiently and instigating "corrective actions" to ensure no repeat.

Standard operating procedures are in place defining all processes relating to the services provided, ensuring MWC functions efficiently and provides high levels of customer satisfaction. All processes are internally audited by the Directors, who demand high quality in every single aspect of the business.

Our commitment to continuous improvement is the key to what has evolved our services into a renowned market leader in transcript and court reporting/verbatim solutions. To ensure continuous improvements are made, we collect and monitor management information in all key areas that can be utilised to identify areas where improvements can be made and then determine how best to deliver them. This is done by providing weekly, monthly, and quarterly reports against which performance can be compared and managed. These reports are then also used as the basis for discussion, in partnership with our clients, to find new solutions and "tweaks" that can lead to enhanced performance.

### **EVIDENCE OF PROVIDING A CONSISTENTLY HIGH-QUALITY SERVICE:**

MWC has vast experience and a successful track record in running large volume logging and transcription contracts, working with the House of Commons/Lords Select Committees with an average error rate of 0.01%, giving an overall accuracy rate of 99.99%, and also with the Ministry of Justice, providing an accuracy rate of 99.5%, exceeding specification requirements of an accuracy rate of less than 2%.

## COMPLAINTS PROCEDURE

Despite our commitment to quality and our aim to provide 100% customer satisfaction on every job, we are aware that there may be times when a client is not entirely satisfied, and so we have in place a fully documented and working Complaints procedure:

MWC's complaints policy is a two-stage process enabling customers to engage at any time with the Contract Manager or Director. A clear written protocol is in place for handling complaints in a timely and effective manner.

**Any complaints made by the GDC or any stakeholder/s by email, telephone, or formal letter will be acknowledged by MWC in writing within 8 hours and a detailed explanation and response within 5 working days. A corrective action log and report can be provided at the Authority's request.**

**STAGE 1 – FRONT-LINE RESOLUTION – CONTRACT MANAGER:**

Complaints are resolved quickly. Any concerns are addressed with an immediate apology, explanation and action to resolve the problem.

**Decisions provided at Stage 1 within 2 working days or less, unless there are exceptional circumstances. If the response is considered to be unsatisfactory, the complaint can be taken to Stage 2. Alternatively, if the complaint is complex and it is not possible to reach a conclusion within 2 working days, the complaint can proceed immediately to Stage 2, without using Stage 1 first.**

**STAGE 2 – INVESTIGATION – ACCOUNT MANAGER/DIRECTORS/EXTERNAL BODY, IF APPROPRIATE**

Stage 2 deals with complaints where the complainant is not satisfied with the Stage 1 outcome or complex complaints requiring detailed investigation, such as contractual issues.

A complaint form is issued, which helps provide clarity and assists with the investigation process.

At Stage 2 we:

- **Acknowledge receipt of the complaint within 1 working day**
- Discuss the complaint with the complainant to understand their dissatisfaction and establish their required outcomes
- **Provide a full response to the complaint within a maximum of 5 working days**

If the investigation will take longer than 5 working days, MWC informs the complainant. Sometimes this is unavoidable as the investigator may need to speak to a number of colleagues or consult a large volume of documentation. In that event, revised time limits are agreed and the complainant updated.

**All complaints are fully recorded/logged. There is a fully auditable trail that can be used for review at service review meetings.**

**MEETING SERVICE REQUIREMENTS**

MWC's proposed methods of ensuring that we mitigate any failures in service:

FAILURES IN SERVICE	MWC'S ACTIONS TO MITIGATE
<p><b>THE LATE ARRIVAL OR NON-ARRIVAL OF A LOGGER FOR A HEARING</b></p>	<ul style="list-style-type: none"> <li>▪ Attendance is confirmed with the trained and pre-inducted Logger the day before</li> <li>▪ Loggers arrive 30 minutes prior and call the office on arrival so that attendance can be logged</li> <li>▪ Loggers undertake pre-assignment onsite induction/familiarisation so they know where they are working, building layouts, entrances and security requirements.</li> <li>▪ MWC will train a core of dedicated Logging personnel for this</li> </ul>



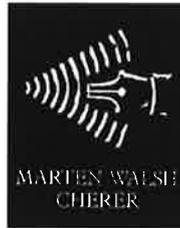
	<p>contract to retain consistency and reduce incidents of absences, lateness or quality issues.</p> <p><b>Current KPI Performance – ZERO lateness</b></p>
<p><b>POOR QUALITY OR UNPROFESSIONAL BEHAVIOUR OF A LOGGER</b></p>	<ul style="list-style-type: none"> <li>▪ Continuous recruitment campaign for loggers/transcribers;</li> <li>▪ Stringent selection, vetting, reference/security checks and testing for all personnel recruited;</li> <li>▪ Strong reputation — always approached by experienced loggers/transcribers;</li> <li>▪ Utilisation of British Institute of Verbatim Reporters for recruitment;</li> <li>▪ Continuous training/refresher training to ensure all personnel remain aware and up to date on clients’ standards, requirements, etc.;</li> <li>▪ <b>Current KPI Performance – 100% satisfaction with quality of personnel supplied</b></li> </ul>
<p><b>LATE DELIVERY OF TRANSCRIPTS WHEN REQUESTED</b></p>	<ul style="list-style-type: none"> <li>▪ MWC employs a team of highly skilled, efficient, contract-specific transcribers, 50+, and proofreaders to ensure delivery of the contract on time to the required quality</li> <li>▪ On completion of transcripts, the proofed transcript is sent immediately via encrypted email or a secure FTP transfer</li> <li>▪ All copies of transcripts are held securely on file, so if for any reason they are not received by client they can be re-sent immediately</li> </ul> <p><b>Current KPI performance = Zero lateness</b></p>

**MONITORING AND MANAGEMENT OF QUALITY**

MWC’s comprehensive Internal Quality Management System (QMS) is designed to control processes and quality to ensure we consistently provide high-quality loggers to attend hearings and when required produce accurate transcriptions which meet our clients’ high standards.

Our QMS ensures contract performance is measured and our procedures are regularly audited. Standard operating procedures are in place defining all processes relating to the services provided; ensuring MWC functions efficiently and provides high levels of customer satisfaction. All processes are internally audited by the Directors, who demand high quality in every single aspect of the business.

Our commitment to continuous improvement is the key to what has evolved our services into a renowned market leader in transcript and court reporting/verbatim solutions. To ensure continuous improvements are made, we collect and monitor management information in all key areas that can be utilised to identify areas where improvements can be made and then determine how best to deliver them. This is done by providing weekly, monthly, and quarterly reports against which performance can be compared and managed. These reports are then also used as the basis for discussion.



## MWC'S EQUAL OPPORTUNITIES/DIVERSITY/INCLUSION POLICY

### **1 Introduction**

- 1.3 This document sets out Marten Walsh Cherer's policy on equality and equal opportunities. This policy does not form part of your contract of employment but is a policy statement describing the way in which equal opportunities issues are dealt with in Marten Walsh Cherer.
- 1.4 Marten Walsh Cherer has introduced this equal opportunities policy as a commitment to make full use of the talents and resource of all its employees and to provide a healthy environment which will encourage good and productive working operations within the business. This document describes how the policy is to be applied throughout Marten Walsh Cherer.
- 1.5 Marten Walsh Cherer is particularly concerned that equality of opportunity is maintained in the following areas:
- 1.5.1 recruitment and selection;
  - 1.5.2 promotion, appraisal, transfer and training;
  - 1.5.3 terms of employment, benefits, facilities and services;
  - 1.5.4 grievance and disciplinary procedures; and
  - 1.5.5 dismissals, resignations and redundancies.
- 1.6 Marten Walsh Cherer will ensure that all managers and directors with responsibility for any of the areas of particular concern listed in paragraph 1.5 above are provided with the appropriate equality and equal opportunities training where necessary, which may be updated as required. Other staff may also be required to attend equal opportunities training. Attendance at training will be compulsory if you are notified that you should attend a course.
- 1.7 The Board will regularly monitor the effectiveness of this policy to ensure that it is working in practice and will review and update this policy as and when necessary.
- 1.8 This policy does not form part of any employee's contract of employment. We may amend it at any time and decide to follow a different procedure where we consider it appropriate.

**2 Statement of principle**

2.3 An equality policy statement will be displayed on all noticeboards and sent to all staff. A copy of this policy is available from your line manager.

2.4 Marten Walsh Cherer's statement of principle on equality and equal opportunities is:

**"Marten Walsh Cherer is committed to a policy of treating all its employees, workers and job applicants equally. No employee or potential employee will be subject to unlawful discrimination because of any 'protected characteristic', namely:**

- 1.3.1 AGE (OR PERCEIVED AGE)**
- 1.3.2 DISABILITY (PAST OR PRESENT)**
- 1.3.3 GENDER REASSIGNMENT**
- 1.3.4 MARRIAGE OR CIVIL PARTNERSHIP STATUS**
- 1.3.5 RACE, COLOUR, NATIONALITY, ETHNIC OR NATIONAL ORIGINS**
- 1.3.6 RELIGION OR BELIEF**
- 1.3.7 SEX**
- 1.3.8 SEXUAL ORIENTATION**
- 1.3.9 TRADE UNION MEMBERSHIP**
- 1.3.10 PART-TIME OR FIXED TERM STATUS**

**No employee or potential employee will be disadvantaged by any conditions of employment that cannot be justified as necessary on operational grounds.**

**Marten Walsh Cherer aims to encourage, value and manage diversity and is committed to equality for its entire staff. Marten Walsh Cherer wishes to attain a workforce which is representative of the communities from which it is drawn.**

**These principles of equality of opportunity and non-discrimination also apply to the manner in which our self-employed reporters and customers."**

2.5 Employees are expected to work with Marten Walsh Cherer towards these aims. In certain circumstances, an employee can be personally liable for discrimination against a fellow employee or a job applicant.

2.6 Other company policies, such as those dealing with harassment and bullying, maternity, paternity, adoption, emergency time off for dependants and parental

leave are set out in separate documents, copies of which are available from the Operations Director.

### 3 Equality principles

3.3 There should be no discrimination, whether direct or indirect, because of any of the protected characteristics set out in Marten Walsh Cherer's statement of principle on equal opportunities contained in paragraph 2.4 above. The types of discrimination that are prohibited are explained at paragraph 3.4 below.

3.4 Discrimination may occur in the following forms:

3.4.1 **direct discrimination** — this is treating someone less favourably because of a protected characteristic. An example of this is paying someone less because of their sex or because they belong to a particular racial group. 'Because of' is very wide and includes less favourable treatment based on a perception of another person, for example that the person is gay, or is disabled, whether or not this perception is correct and even if the perpetrator knows that their perception is, in fact, wrong. It also includes less favourable treatment because someone is associated with another person who has a protected characteristic.

3.4.2 **indirect discrimination** — this is treating people in the same way but in a way which adversely affects those with a protected characteristic. An example of this is telling all employees that they have to work late at night — although applied to everyone, it will adversely affect those employees with childcare responsibilities and these tend to be women.

3.4.3 **victimisation** — this is treating someone less favourably because they have asserted their right not to be discriminated against because of a protected characteristic. An example of this would be an employee claiming that they had been discriminated on the grounds of their disability and then their manager deciding when they left not to give them a reference because they had claimed disability discrimination.

3.4.4 **harassment** — this is unwanted conduct, related to a protected characteristic, which has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive environment for someone or violating their dignity. Harassment may also be of a sexual nature or may occur because someone has harassed the victim and the victim either rejects or submits to it and, because of that rejection or submission, that person treats the victim less favourably. More information on what can constitute harassment is set out in Marten Walsh Cherer's Harassment And Bullying Policy.

3.5 Marten Walsh Cherer will appoint, train, develop, reward and promote on the basis of merit and ability.

- 3.6 All employees have personal responsibility for the practical application of Marten Walsh Cherer's equality policy, which extends to the treatment of job applicants, employees (including former employees), clients and customers.
- 3.7 The principles set out in this policy apply:
- 3.7.1 in the workplace
  - 3.7.2 outside the workplace in a work-related context, such as on business trips, customer or supplier events or work-related social events.
- 3.8 Special responsibility for the practical application of Marten Walsh Cherer's equality policy falls upon managers, ands and Board members involved in the recruitment, selection, appraisal, promotion and training of employees and the way their terms of employment are fixed.
- 3.9 Marten Walsh Cherer's Grievance Procedure is available to any employee who believes that they may have been unfairly discriminated against. Please contact your line manager for a copy of the Grievance Procedure. The harassment complaints procedure set out in Marten Walsh Cherer's Harassment And Bullying Policy is also available to any employee who believes that they may have been harassed or bullied. Employees will not be victimised in any way for making such a complaint in good faith. Complaints of this nature will be dealt with seriously, in confidence and as soon as possible.
- 3.10 Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination. Serious breaches of this policy and serious incidents of harassment and bullying will be treated as gross misconduct. Unwarranted allegations that are not made in good faith may also be considered as a disciplinary matter. Confidential records of matters dealt with in accordance with this policy will be kept.
- 3.11 In the case of any doubt or concern about the application of this policy in any particular instance or situation, please consult a member of the Board as soon as possible.
- 3.12 Marten Walsh Cherer will keep its policy, procedures and practices on equality and equal opportunities under review.

#### **4 Recruitment and selection**

- 4.3 The following principles should apply whenever recruitment or selection for positions takes place, whether externally or internally:
- 4.3.1 individuals will be assessed according to their personal capability to carry out a given job
  - 4.3.2 assumptions that only certain types of person will be able to perform certain types of work must not be made
  - 4.3.3 any qualifications or requirements applied to a job which have or may have the effect of inhibiting applications from certain types of person should only be retained if they can be justified in terms of the job to be done

- 4.3.4 any age limits applied to a job should only be retained if they can be objectively justified in terms of the job to be done — in most cases this will not be the case and managers should consult the Operations Director if considering an age limit for a particular post
- 4.3.5 the use of years of experience as a criteria for a particular role will need to be objectively justified
- 4.3.6 recruitment solely or primarily by word of mouth should be avoided as its effect is or may be to prevent certain types of person from applying
- 4.3.7 selection tests should be specifically related to job requirements and should measure the person's actual or inherent ability to do or train for the work
- 4.3.8 selection tests should be reviewed regularly to ensure they remain relevant and free from any unjustifiable bias, either in content or in scoring mechanism
- 4.3.9 applications from different types of person should be processed in the same way and the same questions asked at interview
- 4.3.10 written records of interviews and reasons for appointment and non-appointment should be kept
- 4.3.11 questions at interview should relate to the requirements of the job
- 4.3.12 where any provision, criterion or practice for recruitment and selection puts disabled people at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments should be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage. This could, for example, be making different interview arrangements for an applicant with mobility problems or arranging for facilities for applicants with sight or hearing impairments
- 4.3.13 decisions regarding the method of recruitment or selection or who is recruited or selected should only be made by a person who has read and understood this policy.

## **5 Promotion, transfer and training**

5.3 The following principles should apply to appointments for promotion, transfer and training:

- 5.3.1 assessment criteria and appraisal schemes should be carefully examined to ensure that they are not discriminatory, whether directly or indirectly
- 5.3.2 assessment criteria and appraisal schemes should be monitored on a regular basis and, where such criteria or schemes result in predominantly one group of workers gaining access to promotion, transfer or training or being awarded a particular appraisal grade, they should be checked to make sure this is not due to any hidden or indirect discrimination

- 5.3.3 promotion and career development patterns will be regularly monitored to ensure that access to promotion, training and career development opportunities is not denied to particular groups or types of workers
- 5.3.4 traditional qualifications and requirements for promotion, transfer and training, such as length of service, years of experience or age may discriminate against certain workers and will need to be objectively justified by reference to the job requirements
- 5.3.5 policies and practices regarding selection for training, day release and personal development should not normally result in an imbalance in training between groups of workers
- 5.3.6 where any provision, criterion or practice relating to promotion, appraisal, transfer or training puts disabled workers at a substantial disadvantage for a reason connected with their disability, reasonable adjustments will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage. For example, this could be making training available for a disabled worker in a different way, in a different location or at a different time.

## **6 Terms of employment, benefits, facilities and services**

- 6.3 The following principles apply to terms of employment, benefits, facilities and services:
  - 6.3.1 the terms of employment, benefits, facilities and services available to workers should be reviewed regularly to ensure that they are provided in a way which is free from unlawful discrimination
  - 6.3.2 part-time workers should receive pay, benefits, facilities and services on a pro rata basis to their full-time comparator unless otherwise objectively justified — managers who are responsible for part-time workers should, in particular, take advice from the Operations Director when assessing pay and benefits for part-time workers
  - 6.3.3 where any provision, criterion or practice relating to terms of employment, benefits, facilities and services puts disabled workers at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage. Managers responsible for disabled workers should, in particular, take advice from the Operations Director when assessing pay and benefits for disabled workers
  - 6.3.4 pay and bonus criteria, policies and practices should be carefully examined and regularly monitored, and if it appears that any group of workers are disadvantaged by them they will be checked to make sure that this is not due to any hidden or indirect discrimination.

## **7 Grievances, disciplinary procedures, dismissals and redundancies**

- 7.3 Workers who, in good faith, bring a grievance (or assist another to do so) either under this policy or otherwise in relation to an equality or equal opportunities matter will not be disciplined, dismissed or otherwise suffer any adverse treatment for having done so.
- 7.4 No member of a particular group of workers will be disciplined or dismissed for performance or behaviour which would be overlooked or condoned in another group, unless there is genuine and lawful justification for different treatment.
- 7.5 Redundancy criteria and procedures will be carefully examined to ensure that they are not applied and do not operate in an unlawfully discriminatory manner.
- 7.6 The provision of any voluntary redundancy benefits will be equally available to all workers unless there is a genuine and lawful justification for doing otherwise.

## **8 Disability policy**

- 8.3 It is Marten Walsh Cherer's policy that disabled people, including job applicants and employees, should be able to participate in all of Marten Walsh Cherer's activities fully, on an equal basis with people who are not disabled.
- 8.4 Due to the wide variety of potential disabilities and the likelihood of a disability affecting different people in different ways, it would be inappropriate to prescribe rigid rules on how issues concerning disabled people should be dealt with. What is essential, however, is that all managers and directors take all reasonably practical steps to ensure that disabled people are not less favourably treated or disadvantaged by comparison to people who are not disabled in relation to their work, working environment, or by any provision, criterion or practice used by Marten Walsh Cherer. Managers and directors need to be aware in particular that an employee on long-term sick leave or with intermittent sickness absence may be disabled.
- 8.5 Marten Walsh Cherer is particularly concerned that disabled workers are treated equally in the following areas:
- 8.5.1 recruitment and selection
  - 8.5.2 promotion, transfer and training
  - 8.5.3 terms of employment, benefits, facilities and services
  - 8.5.4 dismissals, resignations and redundancies.
- 8.6 For the purpose of this policy, disabilities are either physical or mental impairments that have a substantial and long term effect upon a person's ability to carry out normal day-to-day activities. Particular conditions such as HIV and some forms of cancer are covered from the point of diagnosis and do not have to already be long term — please contact the Operations Director for further information about what is covered by normal day-to-day activities and the status of particular illnesses.

- 8.7 Some disabilities are immediately obvious, for example use of a wheelchair, while other disabilities may not be apparent at all, for example HIV infection. Certain conditions are not considered to be disabilities, for example poor eyesight that is corrected simply by wearing prescription spectacles, or addiction to alcohol or other substances. If you would like further information about whether a particular condition is a disability you should contact the Operations Director.
- 8.8 The general equality and equal opportunity principles set out earlier in this policy will apply in relation to disabled people whether they currently have a disability or have had a disability in the past.
- 8.9 Marten Walsh Cherer will take all reasonably practicable steps to ensure that disabled people are able to participate in its business and activities on an equal basis with people who are not disabled.
- 8.10 Marten Walsh Cherer will not, for a reason relating to a person's disability, treat disabled people less favourably than it treats, or would treat, others to whom the same reason does not or would not apply, unless that treatment would be justified.
- 8.11 If any provision, criterion or practice used by or on behalf of Marten Walsh Cherer, or any physical feature of premises occupied by Marten Walsh Cherer, puts disabled people at a substantial disadvantage compared to people who are not disabled, Marten Walsh Cherer will take such reasonably practicable steps as it can to prevent this disadvantage. This is known as the duty to make reasonable adjustments.
- 8.12 The following general steps should always be considered where issues concerning disabilities arise or may arise:
- 8.12.1 Be flexible. There may be many different ways to avoid discrimination or to minimise the effects of discrimination. A small adjustment may be all an employee needs.
- 8.12.2 Consider any performance or attendance problems in the context of the person's disability and its effect on their ability to meet performance and attendance targets.
- 8.12.3 Do not make assumptions. Whenever possible talk to the disabled person to find out how their disability affects them and what steps they think might help.
- 8.12.4 Do not discipline or dismiss a disabled employee for performance or attendance-based reasons without first establishing whether the employee's performance or attendance is affected by the disability and that appropriate adjustments to accommodate the disability have been made.
- 8.12.5 Seek expert advice. Disability issues can be complex and you may need expert medical advice about a person's disability, or expert technical advice about adjustments to technology or premises that might help the disabled person.

8.12.6 Think ahead. Try to anticipate the effects that practices, policies and procedures may have on disabled people, even if there are no disabled employees at the time, to prevent problems occurring in the future.

Marten Walsh Cherer Limited  
1<sup>st</sup> Floor, Quality House,  
6-9 Quality Court, Chancery Lane,  
London WC2A 1HP  
Telephone: 020 7067 2900 (8 lines)  
Fax No. 020 7831 6864  
e-mail: [info@martenwalshcherer.com](mailto:info@martenwalshcherer.com)  
DX No. 410 LDE  
Registered office at above address  
Registered in England No. 2669638



**PART B: 1. PLEASE PROVIDE A METHOD STATEMENT DETAILING HOW YOU INTEND TO SERVICE THE REQUIREMENTS OF THIS CONTRACT AS SET OUT IN THE ABOVE SPECIFICATION ESPECIALLY TAKING INTO ACCOUNT THE NUMBER OF SIMULTANEOUS HEARING DAYS AND MULTIPLE VENUES AND THE SPEED AND ACCURACY OF OUTPUT REQUIRED.**

### **UNDERSTANDING OF THE REQUIREMENTS**

As a trusted supplier to a number of high-profile organisations who are responsible for professional regulatory/fitness to practise hearings (including the Nursing & Midwifery Council (NMC), the General Osteopathic Council (GOsC) and The Bar Tribunals & Adjudication Service) Marten Walsh Cherer (MWC) has a profound understanding of the quality and reliability standards required. **Our response groups the specification into relevant sections** and details the substantial resources and expertise which will enable us to meet the General Dental Council's (GDC's) contract requirements, including:

1. **OUR POOL OF 50 PROFESSIONALLY TRAINED AND ACCREDITED TRANSCRIBERS, 10 OF WHOM WILL BE WHOLLY DEDICATED TO THIS CONTACT.**
2. **THE CLOSE PROXIMITY OF OUR HEADQUARTERS (NEAR CHANCERY LANE) TO THE 3 PROPOSED SITES.**
3. **OUR EXPERIENCE OF HELPING LARGE PROFESSIONAL BODIES (SUCH AS THE NMC AND GOSC) TRANSITION FROM STENOGRAPHERS TO RECORDING/LOGGING, MEETING OR EXCEEDING THEIR TRANSCRIPTION TIMESCALES, EVEN AT SHORT NOTICE.**
4. **THE STRUCTURED TRAINING AND AUDITING PROCESSES WE USE TO ENSURE A CONSISTENTLY ACCURATE OUTPUT.**
5. **EVIDENCE OF OUR ABILITY TO MEET HIGH-VOLUME REQUIREMENTS (E.G. 1000+ HEARINGS ATTENDED FOR THE NMC FROM DECEMBER – OCTOBER 2016) WITH EXCEPTIONAL LEVELS OF ATTENDANCE AND PUNCTUALITY.**

### **DELIVERY OF THE REQUIRED SERVICES TO THE GDC**

#### **PROVISION OF LOGGERS FOR GDC HEARING DAYS:**

***1.5. The GDC is looking to procure one company to provide loggers for all hearing days. Loggers will be required to provide and set up audio recording equipment to take notes on all hearings and which would be available for transcription and sent to the Hearings Team upon request.***

- **MOBILISATION PROCESS:** MWC has the resources, manpower and expertise to single-handedly meet the requirements of the GDC. We will dedicate 10 full-time Loggers across the 3 sites (selected on the basis of their relevant experience) and will use mobilisation as an opportunity to familiarise them with the layout of the proposed sites.
- **SET-UP/RECORDING PROCEDURE:** Equipped with a detailed knowledge of each site, our Loggers will arrive **30 minutes** before each hearing is due to take place, setting up and thoroughly checking the functionality of all equipment to ensure a high-quality recording is produced at every hearing. Attention to detail is paramount for all our loggers and, once set-up is complete, the logger will sit in on the proceedings and ensure accurate notes are taken, whilst overseeing the equipment.
- **TRANSCRIPTION REQUESTS:** MWC provides a full verbatim transcript service to clients throughout the United Kingdom and has all the necessary equipment to provide this service to the GDC if required. Each request will be assigned to the relevant, suitable Transcriber who best fits the



## MARTEN WALSH CHERER

GDC requirement. Our experienced and skilled Transcribers convert the spoken word into text so that the communication is captured exactly the way it has been spoken. Our Transcribers have a keen ear and absolute attention to detail; they pay close attention to every sound, tone and word, and make intelligent use of punctuation to convey the correct message.

- **CONTINGENCY PERSONNEL:** We always ensure that trained and knowledgeable relief staff are available to cover holidays, sickness or emergency requirements. We will ensure at least a further 5 personnel have been inducted to the GDS sites and requirements. We hold several large contracts in London and therefore have a bank of qualified/experienced staff with Crown Court, County Court, House of Commons/Lords and government experience who can be utilised if necessary.

**3.2 The GDC requires a service provider to provide Loggers who will attend the hearing and make notes of the proceedings to assist with the possibility of requiring transcripts to be produced. The Logger will also be responsible for managing the audio recording of the hearing**

### **PROVIDING LOGGERS:**

We will dedicate approximately 10 of our fully trained Loggers for hearing attendance, meeting both planned and short-notice requirements. Our process works as follows:

	<b>ACTIONS:</b>	<b>TIMESCALES:</b>
1	GDC email order to dedicated email address <a href="mailto:GDCorders@MWC.com">GDCorders@MWC.com</a>	
2	MWC confirms email receipt	Immediate
3	MWC email response to order YES fulfilment with local logger	Within 4 hours of receipt EXCEEDING GDC requirement
4	Order placed on Case Management System (CMS)	Immediate
5	Logger assigned	Minimum 7 days prior to booking If short notice - immediate
6	Logger receives confirmation of all booking details from CMS GDC receives email confirmation from CMS with all logger details	Minimum 7 days prior to hearing date and follow-up reminder day before hearing date
7	Logger checks in on arrival – updates CMS MWC Contract Manager alerted immediately if non-arrival	30 minutes prior to start
8	End of day, Logger completes File transfer of recording/electronic log to MWC server Logger confirms hearing ended/work finished. Timesheet completed verifying attendance/hours	End of hearing
9	File checked on server for arrival/quality. Labelled/archived	Within a maximum of 12 hours

### **MANAGING AUDIO:**

Prior to the logger leaving the hearing, all digital recordings and logs, clearly labelled “Public” or “Private” for proceedings not held in public session, using MWC laptops, will be transferred or uploaded to MWC’s secure FTP server. They will be securely stored on MWC’s server for use in the

production of transcripts. Access to the audio files, logs and accompanying documentation by authorised personnel will be available at all times to ensure that turnaround times for transcript orders are strictly adhered to.

#### **MANAGING TRANSCRIPTS:**

MWC offers the GDC two secure options for receiving digital transcripts and will finalise at contract implementation the preferred method:

- Files loaded on to secure FTP site which can be accessed and downloaded by the appropriate user/s at the GDC; an email will be sent to the GDC notifying them when a file has been received/uploaded;
- Files can be securely emailed to the GDC from MWC's secure dedicated email address; extra encryption can be used by utilising the PGP or other encryption program for all transcripts or where deemed appropriate.

We confirm that the requested timelines of end of the next working day will be met and in most cases exceeded as the information will be sent immediately on request.

#### **5.2 Loggers must arrive in ample time before a hearing**

In accordance with our company policy, our Loggers arrive 30 minutes prior to the start of a hearing to set up their equipment and check its functionality. However, this can be adapted should the GDC contract require it. Loggers carry back-up equipment. In an emergency, replacement equipment will be couriered to the site immediately.

#### **5.5 Loggers must provide adequate notice if running late or cannot attend meeting:**

#### **PUNCTUALITY:**

We maintain exceptional standards of attendance and punctuality across all our contracts and do not anticipate that our Loggers will need to communicate lateness or non-attendance to the authority.

#### **EXAMPLE OF PERFORMANCE:**

##### **HOUSE OF COMMONS AND HOUSE OF LORDS SELECT COMMITTEES**

MWC has used the same pool of highly qualified loggers, court reporters, Transcribers and proofreaders since taking over this contract in 2010. There has never been an occasion of late or non-arrival of a logger at over 1,000 committee hearings.

#### **SHORT NOTICE BOOKINGS:**

**FULFILMENT RATE ON VERY SHORT NOTICE BOOKINGS IS 98%.**

**EXAMPLE:** we are regularly called at 09.30am for a 10.30am hearing or 1pm for a 2pm hearing with requests to provide a logger at very short notice in London.

#### **CONTINGENCY:**

In rare cases where there is non-availability of key personnel, i.e. short notice booking/illness/transport problems, etc., MWC Directors/Senior Managers are fully experienced and trained loggers/transcribers and can cover for any absence. A further contingency of "back-up" loggers/transcribers will receive full contract training to ensure we also have a further trained



resource to cover any unexpected/unplanned absence and maintain the required performance targets.

**4.1. The GDC currently produces its transcripts by the use of stenographers, it will be moving to audio recording hearings and using loggers from January 2017.**

MWC recognises the benefits of utilising audio recordings/loggers and is experienced in working with our clients to deliver the transition from stenographers to audio recordings. With our support, the NWC recently switched from the use of stenographers to a recording/logger-based system with ad-hoc transcription as required. Our expertise ensured a smooth transition and enabled the NWC to reap the significant cost-saving and efficiency benefits of this system.

*"The Nursing & Midwifery Council has been working with Marten Walsh Cherer (MWC) since awarding them a contract for the provision of logging and transcription services in December 2015. During this time, we have built up a strong and robust working relationship with staff at all levels and we are pleased with the high levels of service, quality and consistency being delivered. Our requirements are both planned and frequently short notice, with a consistent team of loggers being supplied for up to 8 hearings per day in London, and on occasion for hearings in Edinburgh, Belfast and Cardiff.*

*On previous contracts the NMC had utilised Stenographers, so the new tender was a change in procedure moving to the use of loggers, who are responsible for recording the proceedings and keeping an accurate log. When transcripts are required, these are prepared from the audio and log within strict timeframes by MWC's highly experienced transcribers.*

*We have found that MWC is fully aware of our requirements and works to these at all times to deliver a good service to both us and our stakeholders. We meet on a regular basis to discuss progress. Over the past year we have never experienced any major issues and we feel this is as a consequence of the resources that MWC has dedicated to the contract. The team at MWC respond promptly to bookings and cancellation requests and always communicate in a timely manner.*

*Overall, the Nursing & Midwifery Council and our stakeholders are very happy with the logging and transcription service services received from MWC.*

**LEE HIGGINS**

*Senior Adjudications Manager*

*The Nursing & Midwifery Council"*

**EVIDENCE OF MWC'S CAPABILITY/RESOURCE:**

- We fulfil a number of high-volume contracts for prestigious professional bodies across London, including for a number of clients who require recording/ad-hoc transcription services which directly parallel this requirement. **For example, we have 15 members of staff dedicated to our contract with the NMC, for whom we attend approximately 1,500 hearing days per year.**
- We employ over 50 Transcribers who are Fellows, Members and Associates of the British Institute of Verbatim Reporters (BIVR) and Association of Professional Shorthand Writers (APSW), and MWC are continually approached by qualified candidates looking for work.



- Based in London (Quality Court - WC2A 1HP), we are located an extremely short distance from the proposed sites, meaning that we are well equipped to meet the requirements of this contract:
  - **2.4 miles from GDC Wimpole Street**
  - **0.8 miles from CCT venues, Smithfield**
  - **2.2 miles from etc. venues, Norton Folgate**

We also currently deliver a number of contracts outside London and will work flexibly with the requirements of the GDC as they develop.

**PERFORMANCE POINT:**

from December 2015 to October 2016 we have provided loggers for 1107 hearing days held by the Nursing & Midwifery Council



**EVIDENCE OF MWC'S CAPABILITY/RESOURCE:**

**3.3. The GDC requires the service provider to provide recording equipment to audio record all hearings.**

We are experienced in delivering the required service provision and maintain a range of fully-owned, quality recording equipment, including:

- **FTR Hearings-digital recording solution** – Captures/playbacks/annotates/archives proceedings in five-minute segments
- **Edirol and Marantz** digital recorders
- **Pre-amplifier box**
- **Omni-directional Microphones**
- **HP Laptops** – Enabling secure data transfer to MWC servers

The functionality of all recording equipment is tested prior to the start of each hearing, and we maintain a store of back-up equipment at our business headquarters in Quality Court.

Prior to the logger leaving the hearing, all digital recordings and logs, clearly labelled "Public" or "Private" for proceedings not held in public session, using MWC laptops, will be transferred or uploaded to MWC's secure FTP server. They will be securely stored on MWC's server for use in the production of transcripts. Access to the audio files, logs and accompanying documentation by authorised personnel will be available at all times to ensure that turnaround times for transcript orders are strictly adhered to.

We confirm that the requested timelines will be met and in most cases exceeded, as the information will be sent immediately on request.

**4.4 The service provider is responsible for ensuring all recording equipment is working adequately and the Logger is fully trained to be able to use all equipment.**

**4.5 The service provider is expected to train all Loggers to ensure they take accurate notes to support the potential transcription of recordings.**

MWC maintains robust training processes to ensure that all our Loggers are able to produce precise, comprehensive logs to support transcription. Training is organised and overseen by our Training Director Joe Plaiche (a Member of the BIVR who has worked in the Crown Courts, the High Court and professional fitness to practise hearings for over 35 years) as below:

- **APPROACH TO RECRUITMENT:** Our strict staff selection and vetting processes ensure that we only supply high-calibre/professional individuals, and our company reputation is built on the accuracy and skills of our people so that this is never compromised.
- **MANDATORY TRAINING:** Work quality and adherence to our stringent standards of conduct is assured through a programme of initial and ongoing training. All staff training is recorded on a training matrix with individual performance reviewed through a structured, regular appraisal process. Content is adjusted in line with changing legislation and the requirements of our client but typically entails:

- Quality requirements including, accuracy, formatting requirements of transcriptions and Configuration management - standards and techniques.
- Punctuality, Dress Code, Code of Conduct, sickness procedure and timelines for delivery
- Impartiality
- Security and Confidentiality– based on ISO27001 principles of Data Protection
- Application of reporting restrictions and notification of reporting restrictions
- Conflicts of Interest
- Cultural awareness and diversity
- Operation of audio recording equipment and contingency for equipment failure
- Logging-in procedure with MWC
- Requests for Court Papers (bundles)
- Glossaries of commonly used terminology
- Guidance on the complaints process

- **QUALITY ASSURANCE:** We run monthly statistical reports on all aspects of our services and performance. Client feedback is discussed at staff refresher training and additional training is planned if necessary. In the event of negative comments or complaints, the staff member in question attends an obligatory refresher course, where they will be provided with further training to ensure a rapid return to the delivery of a high-level professional/quality services.

## MEETING SPEED AND ACCURACY TARGETS

**3.4 The GDC requires the service provider to produce verbatim transcripts when requested under the following deadlines:**

- 1 working day (urgent)**
- 3 working days (expedited)**
- 5 working days (standard)**

MWC provides a full verbatim transcript service to clients across London. We have all the necessary equipment to provide this service and this will be assigned with the relevant, suitable Transcriber who best fits the GDC requirement. Our experienced and skilled Transcribers convert the spoken word into text so that the communication is captured exactly the way it has been spoken. Our



Transcribers have a keen ear and absolute attention to detail; they pay close attention to every sound, tone, word and make intelligent use of punctuation to convey the correct message.

**PRODUCING VERBATIM TRANSCRIPTS:**

MWC employs highly skilled and experienced Transcribers, most having over 20 years' experience in verbatim transcription. We ensure that all our Verbatim Transcribers follow basic principles such as:

- Type each and every word that is said
- Communication has many components other than words – such as laughter, pauses, hand gestures; we capture these in order to give a true account of the meeting/hearing.
- Fillers and false starts may break the flow of speaking but provide insights into the thinking process of a speaker; these must be captured.
- External sounds/events should be duly noted on the transcript in brackets and with time stamps if required.

**QUALITY:** MWC employs dedicated full-time proofreaders to ensure a consistent standard of transcript accuracy. Quality is also assured through a rigorous auditing programme:

**50% of transcripts produced by our experienced staff (5 years or more with MWC) are checked;  
100% of transcripts by less experienced staff are audited.**

**MEETING GDC'S TRANSCRIPTION DEADLINES:**

MWC's primary business is verbatim reporting and tape/digital transcription services. Our main products and services include Speech-to-Text reporting, same evening/overnight and expedited transcription, and producing transcripts of high quality within tight deadlines.

We have the necessary resources available now in London to manage and deliver on this contract and will continue to recruit and train staff to our exceptionally high standards to ensure a continuous flow of quality work can be delivered.

MWC Directors and Senior Managers are all fully qualified and experienced Transcribers and will assist if work is expedited and tight deadlines are in place.

Due to our resources and bank of knowledgeable personnel, MWC confirms that complete and accurate verbatim Transcripts, checked and proofread, will be returned to the GDC within the required timescales as detailed in 3.4 of the specification.

**3.5 The GDC requires costs for transcripts to be produced by each of these deadlines upon request. The GDC may be prepared to vary these deadlines if the service provider has other similar deadline costs they can provide.**

MWC has submitted costs for transcripts to be produced upon request by the GDC's deadlines in the Pricing Schedule.

**3.6 The service provider would be expected to make and keep a record of proceedings but not transcribe those hearings unless requested.**

We recognise the scope of the GDC's requirements and will only provide transcriptions on request – in which instance our skilled bank of transcribers will meet or exceed the timescales prescribed by GDC.



*4.6 The service provider is responsible for ensuring any recordings are saved and stored securely for a suitable period of time as the GDC may request copies of recordings or the production of transcripts. The service provider should provide a schedule of when data is destroyed and methods of destruction as part of the tender.*

MWC will store sound files centrally on a secure server with separate back-up facility under the supervision of the IT department. Based on our experience of standard storage and retention periods in similar contracts, we would recommend a period of seven years' retention from date of hearing, but we would emphasise that records could be held indefinitely subject to agreement with the GDC post contract award. Only key contract personnel will have access to the sound files. MWC will use a government-approved eraser program to securely and permanently delete electronic files. As and when it is agreed that they can be deleted, details of their secure deletion will be entered on a schedule setting out which files have been deleted and when.

**PART B: 2. PLEASE SET OUT YOUR METHODOLOGY FOR DELIVERING TRANSCRIPTS UPON REQUEST RATHER THAN AUTOMATICALLY AFTER HEARINGS CONCLUDE, DETAILING HOW RECORDINGS WILL BE STORED AND MANAGED AFTER HEARINGS AND THE PROCESS FOR EXECUTING OUR REQUESTS (URGENT, EXPEDITED AND STANDARD) FOR HISTORICAL RECORDINGS TO BE TRANSCRIBED.**

**UNDERSTANDING OF THE REQUIREMENTS**

Marten Walsh Cherer (MWC) fully understands the scope of the GDC's requirements and will only provide transcriptions on receipt of an official request by them. We currently provide a number of prestigious, London-based professional bodies (including the Nursing & Midwifery Council and General Osteopathic Council) with an ad-hoc transcription service – creating and storing recordings from which high-accuracy transcriptions can be produced if required. Our transcription process has been designed with speed and security in mind; the GDC will be provided with a contact telephone number and a dedicated secure email address through which they can request transcriptions; details of their requirement will be automatically logged on our Case Management System (CMS). This streamlined process provides a full audit trail and allows requests to be promptly passed on to our team of 50+ transcribers (all of whom are UK-based) for completion within the allotted timescales. Due to our resources and expertise, we are confident that we can exceed the 5 working-day "Standard" timescales, providing checked, proofread Transcripts within as little as 3 or 4 days.

**METHODOLOGY FOR DELIVERING TRANSCRIPTS ON REQUEST**

***3.6 The service provider would be expected to make and keep a record of proceedings but not transcribe those hearings unless requested.***

Through our considerable experience of providing recorded transcriptions we have developed all of the resources and processes to fulfil this requirement:

- **HIGH-END RECORDING EQUIPMENT:** MWC provides our transcribers with the highest standard equipment, including laptops, sound enhancement, headphones and playback software to ensure that the audio is loud and clear.
- **TRANSCRIPTION TRAINING:** Our Transcribers are recruited on the basis of previous experience and we supplement their skillsets with a thorough programme of internal training. Our staff record every word which is said, all non-verbal communication (laughter, pauses, hand gestures, etc.), and "fillers", as well as any external sounds/events – providing a comprehensive, totally accurate record of hearings. **We employ in excess of 50 transcribers who are Fellows, Members and Associates of the British Institute of Verbatim Reporters (BIVR) and Association of Professional Shorthand Writers (APSW).** As a contingency measure, our Directors and Senior Managers are qualified and experienced Transcribers, who will step in to support our core team as and when required.
- **SECURE BOOKING PROCESS:** If we are successfully appointed to this contract, MWC will provide to the nominated GDC personnel a contact telephone number and dedicated email address with which to request transcriptions. At the point of order MWC will record the date and time of receipt, acknowledge receipt to the GDC and provide a unique Order Reference Number, and create an electronic Case Management file holding all the key information, which will be updated regularly throughout the transcription process. If there is insufficient information to allow the Order to be processed, MWC will contact the GDC immediately to obtain additional information.

- **TRANSCRIPT PROGRESS MONITORING:** MWC will track and manage the progress of an Order from start to finish on its Case Management System, which can provide Order status information upon request. As soon as an Order is placed, a unique Order Reference Number will be generated and all the relevant client and case information, delivery times, etc. will be logged. This will allow MWC's Personnel to view up-to-date information with regard to the status of the Order and will provide checks to ensure that all jobs are on track and delivered within the relevant timescales. In addition, Transcribers will be given specific timescales for completion of Transcripts, which will enable them to be proofread before electronic transmission.
- **AUDITING PROCEDURES:** We employ dedicated, full-time proofreaders as an additional quality assurance measure – 50% of transcripts produced by staff with 5 or more years' experience and 100% of work by less experienced staff is audited.
- **SECURE FILE TRANSFER PROTOCOL:** The secure transmission of completed, proofread transcriptions will be handled through our secure FTP site (our server is located in a restricted-access, alarmed communications room at our office in Central London), and our systems are regularly audited by a specialist IT consultancy to ensure safety and compliance.

**PERFORMANCE POINT:**

**IN THE LAST YEAR, MWC PROCESSED OVER 4,000 TRANSCRIPTS UNDER ITS CURRENT CROWN COURT AND TAPE TRANSCRIPTION PANEL CONTRACTS AND OVER 7,500 TRANSCRIPTS FOR PRIVATE AND OTHER HIGH-PROFILE CONTRACTS.**

**STORAGE AND MANAGEMENT OF RECORDINGS AFTER HEARINGS**

**4.6. The service provider is responsible for ensuring any recordings are saved and stored secretly for a suitable period of time as the GDC may request copies of recordings or the production of transcripts. The service provider should provide a schedule of when data is destroyed and methods of destruction as part of the tender.**

**DATA STORAGE**

**COMPLIANCE WITH NATIONAL LEGISLATION:**

**MARTEN WALSH CHERER IS REGISTERED WITH THE INFORMATION COMMISSIONER'S OFFICE – OUR REGISTRATION NO. IS ZA038140**

All data stored and processed in association with the delivery of the services to the GDC will be undertaken in accordance with the requirements of the relevant Data Protection legislation in force, currently the 1998 Data Protection Act. MWC follows all processes and procedures relating to this Act.

MWC employees working on the GDC Group contract will agree and sign the company data protection and social networking policy, along with confidentiality agreements, which are re-signed every six months.

MWC has stringent measures in place to ensure that personal data is protected against unauthorised and unlawful processing, accidental loss or destruction, damage, alteration or disclosure. MWC utilises secure servers and password-protected files in order to prevent the above from occurring. All digital records of events are securely held in our Central London office for seven years as stated in the GDC specification.

Confidential information (of whatever nature) will be dealt with as follows during the delivery of the services and thereafter:

- **DOCUMENTS:** provided to assist transcription will be returned to the GDC via secure means or securely destroyed by MWC using our trusted destruction provider Paper Round (through their **Secure Paper, secure shredding service:** <https://www.paper-round.co.uk/>). These documents will only be used for the purposes of transcription.

**About Paper Round / Secure Paper:**

- Provide lockable cabinets to keep data safe prior to collection
  - Members of the British Security Industry Association and the National Association for Information Destruction.
  - Methods are fully compliant with BSEN 15713
  - Staff are screened in accordance with BS7858 standards.
- **SOUND FILES:** will be stored centrally on a secure server under the supervision of the IT department; these will be retained for a period agreed with the GDC in pre-contract.
  - **TRANSCRIPTS:** will only be retained in electronic format, with back-ups made to ensure that there is no loss of data. These will be held on MWC's central secure server, to be returned or destroyed at contract end as per the GDC's preference.

**SECURE DATA TRANSFER**

MWC has processes in place to guarantee secure storage, secure transfer, and delivery of documents, using a secure FTP site.

MWC's secure server hosting its FTP site is located in a restricted access communications room at our Central London office. Our offices are protected by an audible and visual intruder alarm system with a Dualcom GPRS connection to a Redcare alarm receiving centre, configured to give sequentially alarmed signals, as required under the current police policy for intruder alarms.

Access to the server is limited to authorised personnel, utilising unique strong passwords.

The server along with all networked machines have Symantec Antivirus, which automatically updates, plus protection by Unified Threat Management, which includes a Firewall, Anti-Malware, Anti-Spam, Web and Application Filter and Intrusion Prevention System.

All inbound and outbound emails are scanned by MessageLabs and include Anti-Spam Filter, Virus Protection, Email Archiving, Anti-Spyware, URL Filter, and Email Encryption.

MWC's FTP site is configured through Microsoft Server 2012, which has inbuilt security features. MWC has taken great care in setting up its secure FTP server and has continuous testing to ensure that its systems are robust. In addition to its internal IT department, MWC employs the services, on an ongoing basis, of a specialist IT company to ensure that latest developments and best industry practices are met.

Access to MWC's FTP site is only via successful authentication by a pre-defined user account — anonymous access to our FTP site is not permitted. The GDC will be supplied by our IT department with secure user names and passwords that adhere to MWC's strong password policy.

**DATA PROTECTION PRACTISE**

We further ensure the confidentiality of our clients' information through a series of internal policies which our staff must adhere to all times. Examples include:

- All staff sign data-protection, social-networking and confidentiality agreements which confirm they understand and will abide by our stringent professional standards.
- All staff are DBS/security-vetted prior to starting.
- We are a registered Data Controller under the ICO.
- We handle the transmission of all recordings and transcriptions through the secure MWC server detailed above – data is never manually transported.

**PROCESS FOR EXECUTING REQUESTS (URGENT, EXPEDITED AND STANDARD) FOR TRANSCRIPTION**

From receipt of a request to the provision of a completed transcript our process works as follows:



	ACTIONS:	TIMESCALES:
1	The GDC requests a transcription via a secure email address.	Receipt is confirmed by email.
2	Order entered on our CMS system.	Immediate.
3	Audio and log retrieved and assigned to an experienced transcriber.	Within 2 hours.
4	High-quality transcript produced by a fully trained transcriber.	Within 5 working days if Standard. Within 3 working days if Expedited. Within 1 working day if Urgent
5	Proofread by MWC	2 <sup>nd</sup> or 3 <sup>rd</sup> day after order.
6	Proofed transcript emailed/FTP transfer to GDC. CMS logs dispatch date/time – notifies accounts for invoicing.	2 <sup>nd</sup> or 3 <sup>rd</sup> day.
7	Secure indexed/labelled storage of digital-recordings/paper records at our offices in locked, fireproof cabinets and electronically, on our secure London-based server. Secure destruction undertaken in accordance with Data Protection legislation.	Held for minimum 7 years Secure destruction on request of the GDC

**PART B: 3. PLEASE SET OUT YOUR METHODOLOGY FOR THE ACTUAL RECORDING OF HEARINGS/MEETINGS (I.E. ELECTRONIC MEANS OR OTHERWISE) AND HOW AND WHERE THESE WILL BE TRANSCRIBED. IN THE EVENT THAT TRANSCRIPTION WILL BE UNDERTAKEN BY INDIVIDUALS OR ORGANISATIONS BASED OUTSIDE OF THE UK, PLEASE SET OUT IN DETAILS HOW THE PROTECTION OF CONFIDENTIAL INFORMATION IS ASSURED.**

#### **UNDERSTANDING OF THE REQUIREMENTS**

Marten Walsh Cherer (MWC) understands that the methodology proposed by the General Dental Council (GDC) is the most efficient and cost-effective way of delivering the service. We will meet the requirement by deploying fully-trained Loggers (with all the necessary recording equipment) to attend hearings/meetings and produce recordings and logs as a precise record of proceedings. We are able to offer the GDC a fully-integrated provision, where all aspects of recording and transcription are handled by directly employed personnel, who have been fully trained in our quality and confidentiality standards. Our response provides full details of our logging process, as well as our transcription process (which takes place wholly at our offices in central London) and the robust quality assurance measures which underpin it.

#### **METHODOLOGY FOR RECORDING HEARINGS / MEETINGS**

Hearings/meetings will be recorded by our fully-trained Loggers, who will arrive at the venue 30 minutes ahead of commencement to set up and test their recording equipment. This will be achieved as follows:

#### **GDC-DEDICATED PERSONNEL**

MWC acknowledges the significant amount of weekly hearings predicted by the GDC and will dedicate a team of Loggers to the production of high-quality hearing/meeting recordings for the GDC. This will comprise:

- **10 Full-Time Loggers - all of whom will possess relevant experience, complemented by a site / contract-specific induction during mobilisation.**
- **5 contingency personnel for holiday, sickness or emergency absence as required.**

#### **RECORDING EQUIPMENT:**

Our Loggers will arrive at the relevant venue with all the audio equipment needed to produce a high-quality audio recording, including:

- **For The Record hearings digital-recording solution:** A class-leading audio recording/storage software suite which allows our Loggers to capture and playback proceedings (in five-minute segments), annotating and securely archiving clips as required.
- **Edirol / Marantz:** High-spec digital recorders.
- **Pre-amplifier box:** Boosts the signal from microphones for further amplification.
- **Omni-Directional Microphones:** High-integrity microphones which pick up sound from all areas of the hearing/meeting room.
- **HP Laptops:** Encrypted, virus-protected laptops used to securely transfer recording data to MWC's servers.



**AUDIO RECORDINGS:**

**4.6 THE SERVICE PROVIDER IS RESPONSIBLE FOR ENSURING ANY RECORDINGS ARE SAVED AND STORED SECURELY FOR A SUITABLE PERIOD OF TIME AS THE GDC MAY REQUEST COPIES OF RECORDINGS OR THE PRODUCTION OF TRANSCRIPTS.**

All recordings and logs in our possession will be retained on our secure server for the requisite number of years and can be accessed immediately upon request.

**TECHNICAL MEASURES TO ENSURE THE SAFETY OF RECORDINGS**

- MWC utilises a Secure FTP to transfer audio files between the GDC, MWC and Transcribers. The secure server hosting the FTP site is located in a restricted access communications room at our London office, protected by an audible/visual intruder alarm system with Dualcom GPRS connection to a Redcare alarm receiving centre. Access to the server is limited to authorised personnel, utilising unique strong passwords. The server and all networked machines have Symantec Antivirus, which automatically updates, plus protection by Unified Threat Management, including a firewall, Anti-Malware, Anti-Spam, Web and Application Filter/Intrusion Prevention System.
- All inbound/outbound emails are scanned by MessageLabs and include Anti-Spam Filter/Virus Protection/E-mail Archiving/Anti-Spyware/URL Filter and E-mail Encryption.
- The FTP site is configured through Microsoft Server 2012, which has inbuilt security features. Great care has been taken in setting up a secure FTP server and continuous testing ensures systems are robust. In addition to our internal IT department, the ongoing services of a specialist IT Company are employed to ensure latest developments/best industry practices are met.
- Access to MWC's FTP site is only via successful authentication by a pre-defined user account. Anonymous access to our FTP site is not permitted. The GDC will be supplied with secure user names/passwords that adhere to MWC's strong password policy. MWC uses complex passwords to secure end user authentication. Only passwords meeting the security policy will be used and are changed minimum bi-annually. Passwords must adhere to:
  - 8 characters in length;
  - Contain 3 of the following: UK uppercase characters/UK lowercase characters/Digits/Non-alphanumeric characters
- All logging features on the server are utilised/regularly monitored to check the IP addresses/user log-ins accessing the site. Successful/failed attempts to the FTP site are reviewed.
- Permission rights are limited and read/write permissions designated on a user account basis.
- MWC locks down the number of times failed log-ins can be attempted before an account is locked out ensuring exposure to password crackers or to unauthorised users attempting to access the site is limited.

**LOGGING PROCESS:**

**5.5 THE LOGGER WILL BE EXPECTED TO WORK COLLABORATIVELY WITH ALL PARTIES AT A HEARING/MEETING TO ENSURE THAT RECORDING EQUIPMENT IS SET UP AND WORKING AND ADEQUATE SHORTHAND NOTES ARE TAKEN.**

At each hearing/meeting MWC's Loggers will complete a detailed log which provides an accurate record of proceedings. MWC's logs will be retained on our secure server along with the audio recording. The electronic court log will include, among other things:

- Date of hearing
- Location of hearing
- Room Number within location
- Log Keeper

- Committee Members
- Legal Adviser
- Case Number
- Title of Case
- Date of offence
- Prosecuting Counsel
- Defence Counsel
- Defendant
- List of Witnesses
- List of Exhibits
- Reports of unusual recording incidents
- Recording No.
- Time of activity
- Speaker and opening words

MWC's loggers will arrive a minimum of 30 minutes before the start of a hearing and make contact with the relevant GDC staff. Equipment will be set up in good time for the start of the hearing. More than one digital recorder is always used to record an event, which ensures that a good recording is always made. All loggers are trained on the appropriate recording settings and how and where to locate spare equipment.

If agreed with the GDC in pre-contract, Loggers will be monitored by feedback forms to be completed by the Panel secretary at assignment. Spot visits will also check performance.

MWC insists on high standards throughout its whole operations. The efficient performance of the functions of loggers is essential in making sure that a good recording and log of the proceedings is made from which accurate verbatim transcriptions can be produced. They are the visible representatives of the company. Their performance is very important to MWC both as ambassadors of the company throughout the various locations and to ensure that a professional job is done. MWC's loggers are trained to a level that gives them confidence in their abilities and it expects them to act in a helpful and positive manner at all times.

**MWC expect the Minimum performance criteria from its loggers:**

- Professional appearance
- Punctuality
- Fitness for duty
- Professional/polite/courteous behaviour
- Familiarity with recording equipment
- Familiarity with procedures/confidentiality
- Familiarity with health care/medical/legal terminology

Prior to the logger leaving the hearing, all digital recordings and logs, clearly labelled "Public" or "Private" for proceedings not held in public session, using MWC laptops, will be transferred or uploaded to MWC's secure FTP server. They will be securely stored on MWC's server for use in the production of transcripts. Access to the audio files, logs and accompanying documentation by authorised personnel will be available at all times to ensure that turnaround times for transcript orders are strictly adhered to.

MWC has a 50mb leased broadband line which guarantees quick upload/download of files to our FTP server. This allows MWC to manage secure/speedy allocation of files to transcribers. Our dedicated portal is available to the GDC for document transfer.

#### TRANSCRIPTION LOCATION

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- MWC confirm that no elements of the service will be “off shored” at any time - we maintain the staff, equipment and resources to fulfil all of the GDC’s requirements.
- We safeguard the confidentiality of our clients’ data by providing Data Protection training/guidance to all our staff.

In MWC, the GDC can be assured of a reliable, capable partner whose team are trusted by some of the most high-profile professional governance bodies in the United Kingdom. Having traded for over 100 years without off-shoring work or utilising suppliers from outside the UK, we remain a wholly independent supplier in total control of our business activities.



*MWC’s business activities are conducted from our offices in Chancery Lane (WC2A 1HP).*

#### TRANSCRIPTION METHODOLOGY:

All our Transcription activities are undertaken by directly employed MWC personnel with a full understanding of the quality standards required. The training completed by our staff is supported by a robust quality management system designed to ensure total accuracy and 100% client satisfaction.

#### EVIDENCE OF ACCURACY:

**MWC CONSISTENTLY ACHIEVES RATINGS OF “EXCELLENT” IN FEEDBACK RECEIVED, WITH AN AVERAGE OF 1.15 ERRORS PER HOUR OF TRANSCRIPT. AT QUARTERLY MEETINGS WITH HANSARD WE ARE REGULARLY PRAISED ON OUR PERFORMANCE.**

#### PROCESS OVERVIEW:

The below process ensures that Transcripts will consistently be delivered within the allotted timescales:

1. On receipt of an order from the GDC, MWC will confirm which of the 3 proposed timescales are applicable.
2. Our management team will then assess the length of the hearing/audio and ensure that the appropriate number of transcribers, based on their workload, experience and knowledge, are available to complete the request in the allocated timeframe. *MWC’s management are experienced in knowing what can be achieved by a transcriber in a timeframe along with calculating the other procedures that need to be completed before submission, including final checking and proofreading.*
3. If a cost estimate is required prior to commencement of Transcription, this will be provided to the GDC.

4. MWC's Case Management System will flag up the timescales for the Transcript to be submitted and ensure that all steps are being completed in readiness for the Transcript to be submitted on time (we can provide MI on Quality Management processes at the request of the GDC).

#### **QUALITY ASSURANCE MEASURES:**

We currently maintain a Transcription accuracy of over 99.5% through a combination of thorough training, refresher briefings and rigorous auditing procedures:

- **Transcriber training:** Staff are selected on the basis of relevant experience (the majority of our team have **20+ years' experience**) and complete an extensive programme of induction training under the instruction of our Training Director Joe Plaiche, a member of the BIVR. We "top up" the core skills and knowledge of our Transcribers on a regular basis, providing refresher briefs and contract-specific style/formatting guides to ensure compliance with our clients' requirements.
- **Transcriber proofreading:** Our work timelines (outlined above) factor in time for Transcribers to thoroughly proofread their own Transcripts against the recording ahead of submission.
- **Auditing:** Our 100% proofreading process is supported by the work of our 10 full-time Proofreaders, who carry out external checking of all completed transcripts, scoring their accuracy on a 1-5 basis.

**50% of transcripts produced by our experienced staff (5 years or more with MWC) are checked;  
100% of transcripts by less experienced staff are audited.**



**PART B: 4. PLEASE PROVIDE DETAILS OF HOW YOU INTEND TO ESTABLISH A MANAGEMENT REGIME TO ENSURE THAT PERFORMANCE REQUIREMENTS ARE MET AND THAT CONTINUOUS IMPROVEMENT OF SERVICES IS ACHIEVED.**

**UNDERSTANDING OF THE REQUIREMENTS**

Marten Walsh Cherer (MWC) understands from both years of successful delivery of similar contracts and from an understanding of the General Dental Council's (GDC's) requirements that it is critical that the GDC receives a reliable, high-quality, timely and consistent service for the provision of loggers at hearings and the subsequent (if required) production of accurate, timely transcripts.

In order to ensure that the GDC receives continuity of service quality and excellent communication, MWC will appoint an Account Management Team, including a dedicated Account Manager to provide a central point of contact for all daily operational requirements, queries and issues. This allows effective lines of communication to be established and ensures that a relationship built on trust and understanding of requirements evolves.

**DELIVERABLES**

- Single point of contact for all loggers/transcript requirements
- 100% quality personnel provided with years of similar experience
- Daily check-ins of loggers to ensure timely arrival
- Provision of accurate, continuously updated management information

MWC has been providing transcription services to clients for over 100 years. We pride ourselves on the quality of our work. We have in place a comprehensive internal quality management system, designed to provide services with which our clients are 100% satisfied. Moreover, we only employ fully qualified and experienced logging staff, and as a company we are continually striving for improvement in order to provide the best possible service for our clients.

**DELIVERY OF THE REQUIREMENTS – ACCOUNT MANAGEMENT TEAM**

Pro-active account management is a key factor in the successful delivery of services.

**MARTEN WALSH CHERER TEAM TO DELIVER THE GDC CONTRACT**

**OPERATIONS DIRECTOR – GARETH EVANS**

**CONTACT DETAILS – EMAIL: [GARETH@MARTENWALSHCHERER.COM](mailto:GARETH@MARTENWALSHCHERER.COM)**

**OFFICE TELEPHONE: 02070672900**

**OUT-OF-HOURS MOBILE: 07971 491588**

**YEARS AT MWC : 16    YEARS MANAGING SIMILAR CONTRACTS AS THE GDC: 10 YEARS**

Gareth has been involved in verbatim reporting for 16 years since graduating from university. He manages all aspects of MWC's Operations and Administration Department and therefore has a full understanding of the day-to-day requirements of all the contractual and non-contractual work which MWC undertakes. For the last seven years he has worked with the Managing Director on all contractual matters and new projects that MWC has undertaken, thereby gaining invaluable in-depth knowledge that will ensure the company's future commitment to quality of service.



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Gareth has been integral in the mobilisation and smooth first year's operation of the Nursing & Midwifery Council contract for logging/transcript production, and this experience will be invaluable in ensuring a smooth transition and ongoing service for the GDC.

### **CONTRACT MANAGER - ZAHID RAZA**

**CONTACT DETAILS – EMAIL: [ZAHID@MARTENWALSHCHERER.COM](mailto:ZAHID@MARTENWALSHCHERER.COM)**

**OFFICE TELEPHONE: 02070672900**

**OUT-OF-HOURS MOBILE: 07889198989**

**YEARS AT MWC : 19      YEARS MANAGING SIMILAR CONTRACTS AS THE GDC: 17 YEARS**

Zahid is based at our Chancery Lane, London Office *and* will be the dedicated Contract Manager for the GDC contract and single point of contact. Since joining MWC in 1997, Zahid has worked in all transcription departments within MWC and was involved in the initial consultation on the digital audio pilot in the Crown Courts. For the last 17 years he has run MWC's Crown Court contracts, which have included the successful roll-out of digital audio. Since 2015 Zahid has been responsible on a day-to-day basis for the management of the Nursing & Midwifery Council contract.

Amongst other duties, Zahid has been responsible for:

- Assigning loggers to fitness to practise hearings
- Compliance with the agreed Crown Court Contract and Nursing & Midwifery Council Service Levels;
- The overall management of 5,000 digital audio files and transcriptions per year;
- Downloading and distributing sound files to transcribers;
- Assigning workloads to transcribers;
- Producing detailed management information;
- Final quality checks on transcripts;
- Ensuring processes are constantly monitored and implementing new policies when needed;
- Training of transcribers and providing technical assistance.

### **GARETH AND ZAHID ARE SUPPORTED BY:**

#### **JENNIFER CHANDLER (MANAGING DIRECTOR)**

Over 25 years' experience of setting up and managing court and other transcription contracts. Over five years' experience as Account Manager for the House of Commons/Lords Select Committee transcription contract (including the Health Committee) from 2010 to 2015 and current five-year contract, which commenced in September 2015. As a past President and Chief Examiner of her professional body, the British Institute of Verbatim Reporters (BIVR), she is ideally placed to have overall responsibility for quality control procedures within the Company.

#### **JOE PLAICHE –TRAINING DIRECTOR**

Joe Plaiche, Training Director and Member of the BIVR, is a highly qualified verbatim reporter, having worked in the Crown Courts, the High Court and all parts of the court reporting industry for over 35 years. He has been involved in the management of the company and the training and development of its Speech-to-Text Reporters and Transcribers for 10 years. He has worked closely with the Managing Director on the quality of induction of Transcribers and their continuous professional development within the company.

#### **CHRIS LEE - IT AND TECHNICAL MANAGER**

Chris has overall responsibility for all the technical operations of MWC, including the purchasing, installation and maintenance of computer hardware and software (specifically digital transcription and transmission software); the secure supply and storage of transcripts in electronic formats; and



the provision of Speech-to-Text. He is responsible for implementing the technical measures to maintain the security of MWC's server, emails and internet services. He ensures that MWC is and will continue to be in a position to support the ongoing development of MWC's transcription services through the latest technological advances. He monitors technological innovations and assesses how they can be harnessed to improve the technical and transcription services that MWC provides to its clients.

**The combined experience of the above Account Team will help manage the GDC contract and ensure that fulfilment levels for loggers and production timescales and quality for Transcripts are fully met and, where possible, exceeded.**

In addition, they will have the continued support of further resources and administrators to assist in the day-to-day operation and will of course have full support of our head office functions including, IT, HR, payroll, administration and training.

**The MWC Contract Management Team for the GDC Contract has:**

- **SERVICE FOCUS:** Ensuring the service is delivered to the required standard and acting swiftly if problems arise
- **RELATIONSHIP FOCUS:** Managing effective multi-level relationships, influencing decisions, and being able to "make things happen" to ensure compliance
- **DEVELOPMENT FOCUS:** Identifying opportunities, sharing best practice, being proactive and forthcoming with ideas
- **COMMERCIAL FOCUS:** Managing the contract, reviewing progress and overseeing performance

The account team will provide a central point of contact for all GDC stakeholders/sites and will be contactable via our Chancery Lane/London office or dedicated mobile numbers. As mentioned above, we operate a 24-hour mobile phone which goes to a designated member of the team (not a call centre) to deal with any issues outside working hours.

**ROLES & RESPONSIBILITIES OF THE ACCOUNT TEAM:**

- Single point of contact for all GDC's Logging/Transcript requirements
- Manage the overall running of the GDC contract, ensuring the performance of the contract is regularly monitored, client requirements are met and client satisfaction is achieved.
- Develop and maintain long term effective relationships with the GDC/stakeholders
- Ensure all activities are carried out in accordance with current legislation
- Maintain effective working relationship with Loggers/transcribers and candidates
- Continuing recruitment and applicant generation
- Recruitment & vetting of candidates
- Skills testing/referencing/security checks – adhering to the agreed selection criteria for all loggers
- Fulfilment of all bookings for loggers
- Management of workloads for timely delivery of transcripts (when required)
- Initiation of training initiatives for the workforce
- Regular audits to monitor the quality of work provided to the GDC
- Weekly service meetings and quarterly service reviews including performance monitoring of the workforce and the production of Management Information for formal Service Reviews based on the contract management agenda.
- Collation of Key Performance Indicators monitored and a reported provided to the GDC including:



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- Total Hours
- Timekeeping
- Attitude
- Attendance
- Performance
- Quality

### MEETING THE GDC'S PERFORMANCE REQUIREMENTS

Monitoring service delivery is vital to ensure services are provided of the highest quality within the required timeframes. Gareth Evans, Operations Director, at contract implementation will agree to meet all the SLA and KPI targets set out by the GDC, and will also work with the Council to exceed these requirements and add to them where possible.

Utilising our case management system (CMS), Gareth and Zahid will manage workflow, including: volumes, logger bookings, dispatch times, transcript quality, feedback and accuracy. Management information will then be produced detailing these factors.

MWC prides itself on the quality of staff it employs. We are a specialist firm with over a century of experience. Logging and transcribing is our core business and the GDC can rest assured that they will receive an individual service from us, where we consider every piece of work we do as important. All our employees are experienced and knowledgeable in this field, and they are members of the BIVR. Above all, we are a friendly team who work together to ensure we deliver the best outcome for our clients.

All our Transcribers, Loggers and Office staff are fully qualified and highly experienced professionals. **MWC USES 100% DIRECTLY EMPLOYED STAFF** and will not use sub-contractors unless translation and interpretation is required. Our staff maintain a professional appearance at all times, are punctual, courteous and able to fulfil their role to the highest standards. All staff are trained upon induction and given regular refresher training to keep them up to date with all processes and procedures, providing our clients with the best possible service.

STAFF TITLE	NUMBER OF EMPLOYEES	QUALIFICATIONS
LOGGERS	50+	<p>Loggers will be familiar with recording and logging software and hardware and can provide assistance to the GDC regarding identification and playback of evidence. They understand the importance to the GDC and Transcriber of identifying speakers, listing witnesses, noting the movement of documents and exhibits and the timing of events which are included in transcripts.</p> <p>In order to perform these duties efficiently, MWC requires all its Loggers and Transcribers to adhere to the standards of conduct laid down by MWC.</p> <p>The following criteria are the minimum performance criteria MWC expects from its Loggers:</p> <ul style="list-style-type: none"> <li>▪ Professional appearance</li> <li>▪ Punctuality</li> <li>▪ Fitness for duty</li> <li>▪ Professional, polite and courteous behaviour at all times</li> <li>▪ Familiarity with procedures, including the need to protect and maintain confidentiality of client information</li> </ul>

		<ul style="list-style-type: none"> <li>▪ Familiarity with recording equipment</li> <li>▪ Familiarity with medical, legal and commercial terminology</li> </ul>
<b>TRANSCRIBERS</b>	50+	<p><b>Transcribers' minimum qualifications:</b></p> <ul style="list-style-type: none"> <li>▪ A good general level of education</li> <li>▪ Excellent English language skills, including a thorough working knowledge of punctuation, grammar and spelling</li> <li>▪ Fast and accurate computer keyboard skills</li> <li>▪ General IT skills</li> <li>▪ Familiarity with digital and analogue transcription equipment, including Sliq Media Technologies, VIQ Solutions and For The Record audio software</li> <li>▪ Excellent hearing and comprehension</li> <li>▪ General knowledge</li> <li>▪ Specialised medical, legal and commercial</li> </ul> <p><b>Must have requirements:</b></p> <ul style="list-style-type: none"> <li>▪ Accuracy of transcription</li> <li>▪ Timeliness of transcription</li> <li>▪ Familiarity with procedures, including the need to protect and maintain confidentiality of client information</li> <li>▪ Familiarity with recording and transcription equipment</li> <li>▪ Familiarity with legal, transport and medical terminology</li> </ul>

**METHODS IN PLACE TO ENSURE RESOURCES ARE AVAILABLE TO DELIVER**

**FULFILMENT OF THE GDC REQUIREMENTS:** working withing agreed response times whilst achieving a 100% fill rate with quality personnel is imperative. Within 30 minutes of receipt of an order from an authorised GDC Officer, the Account Team will create a booking confirmation which covers amongst other areas: job title; full job description; key skills required and hours of work, etc., and will commence fulfilment.

**POOL OF EXPERIENCED WORKERS**

MWC has many years' experience in the provision of loggers and transcribers and a proven ability to do so effectively, on a consistent basis. This is largely due to the depth of understanding of the job requirements and the excellent relationships we develop with staff, which leads to an environment of trust. Our network of contacts is huge. With over 50 Loggers and 50 transcribers on our directly employed workforce, and new candidates registering regularly, we have a large pool of workers available. Our current worker retention rate is very high at over 95%. Since December 2015 MWC has provided loggers to attend 1,107 hearings of the NMC and on request has produced transcripts for 255 hearing days.

**CONTINGENCY PLANS**

MWC has in place a remedy for unforeseen cessation of business operations at their sites. The Business Continuity and Disaster Recovery Statement is designed to provide the Company's existing and prospective clients with the confidence that various worst-case commercial scenarios have been considered; furthermore, that actions have been taken, remedies proposed and sufficient aspects of core functionality within the control of MWC and its suppliers, are or could be available to the business within 24hrs and in excess of 80% of full capacity in a linear fashion within 96hrs.



#### **LOCAL SUPPLIERS FOR LOCAL REINVESTMENT**

MWC is a local London company founded in the 1880s. The company is built on a philosophy of “local jobs for local people” and having remained accessible, has benefited by developing an enviable knowledge of local markets, people and businesses and establishing a high profile reputation as a local London-based recruiter. This has resulted in an impressive resource of available workers all of whom have experience and skills especially pertinent to the GDC.

#### **TRAINING**

All MWC personnel are professional, qualified individuals. However, we operate rigorous and ongoing obligatory training, recruitment and upgrading courses for personnel to ensure our quality of service is maintained to the highest standard. These courses are in addition to induction training and include but are not limited to:

- Quality and accuracy
- Professionalism
- Punctuality
- Impartiality
- Confidentiality – best practices on keeping information secure – based on ISO27001 principles of Data Protection
- Standards and techniques
- Dress Code
- Conflicts of Interest
- Cultural awareness and diversity
- How to look after and safely store equipment
- Operation of audio recording equipment and contingency for equipment failure
- What to do in case of sickness
- Logging-in procedure with MWC

All staff training is logged on a training matrix and reviewed at regular staff appraisals, in order to keep staff training levels up to date and in line with latest procedure and processes.

#### **REFRESHER TRAINING**

Quarterly obligatory upgrading/refresher courses are provided for all existing personnel. This ensures that all MWC personnel fully comply with our strict code of conduct and that they are kept fully updated regarding any changes in the industry, clients’ requirements or procedural reviews and best practice that may affect their service delivery. This refresher training is held as informal group discussions that focus on a particular issue. Immediate emails or memos are dispatched to all staff if there are any contract or SLA changes.

Directors responsible for our quality assurance run monthly statistical reports on all aspects of services and performance delivered to clients. Client feedback is discussed at refresher training and additional training is planned if necessary.

#### **PERFORMANCE MEASURING**

##### **LOGGERS**

All our Loggers call, text or email MWC on arrival at the hearing. Our case management system is immediately updated with their arrival time. Any failures are recorded with corrective actions. We utilise Logger feedback forms to monitor quality and we would propose that all Loggers get a feedback questionnaire completed by the Panel Secretary/GDC on completion of their assignment. This requests feedback on a 1 to 5 scoring mechanism covering:



- Appearance
- Timekeeping
- Attitude
- Professionalism
- Skill levels.

This allows MWC to monitor quality and the GDC's satisfaction. Immediate action is taken if any areas are scored below 4 (good).

#### **TRANSCRIBERS**

Dedicated full-time proofreaders ensure a consistent standard of transcript accuracy. 100% of transcripts produced by our experienced staff (5-years+ MWC service) are checked/audited. The template, consistency, labelling and indexing is checked. Our proofreaders complete a Transcriber Quality Control Form grading the overall quality of the transcript on a 1-5 grading with emphasis on:

- Omissions
- Names misheard or misreported
- Typos
- Inconsistency
- Proofing

They also comment on accuracy, readability, punctuation and sentence-making.

In the event of any negative comments/complaints, the staff member will attend an obligatory refresher course, where further training is provided to ensure delivery of a high level of quality services. Any errors in transcripts notified to MWC will be corrected without charge and a revised transcript provided within one day.

MWC's training and quality assurance department has overall responsibility for the Continuous Professional Development of Transcribers. Individuals are trained to their full potential and are required to pass Membership Examinations of the British Institute of Verbatim Reporters (the recognised standard for verbatim transcribers). This ensures that they not only meet MWC's high standards but the rigorous external requirements of all MWC's contracts.

Transcripts are monitored on an ongoing regular basis by a team of qualified proofreaders, who have in-depth knowledge and experience of the particular subject-matter. Regular reviews are carried out. Where necessary, further training is given.

#### **FEEDBACK**

MWC actively encourages feedback as part of the process of monitoring quality. The Managing Director and Training Manager hold regular meetings where transcribers are briefed on clients' ongoing requirements, technical advancements and given general guidance to ensure that they are kept up to date with the ever-changing market.

MWC ensures that it is always abreast of the latest technological advances and that it uses them to ensure that quality is maximised.

MWC's management and administration team possess all the necessary skills and experience to deliver an exceptional service. They are first and foremost client-focused and are extremely approachable. They understand the need to be flexible and are willing to go the extra lengths to ensure client satisfaction.

Over the years, they have continuously developed MWC's processes and procedures to ensure that they are always best practice and tailor-made to the needs of the client. MWC's internal processes



are extremely rigorous, and monitoring of each stage from receipt of job to completion ensures that standards are met throughout the process.

To ensure that MWC is providing total customer satisfaction, the company's performance is regularly evaluated and monitored by:

- **INTERNAL AUDITS** – The Managing Director carries out regular reviews to ensure all processes are in line with the company's standard operating procedures
- **CUSTOMER SERVICE REVIEWS** – These are carried out monthly/quarterly. Management information is produced to report on the performance against service levels agreed in the contract

#### **NURSING & MIDWIFERY COUNCIL CONTRACT FOR TRANSCRIPTION SERVICES**

All transcripts have been delivered within the deadlines of 2, 5 and 10 days requested, frequently in advance of the deadline.

The average error rate is 0.01%, giving an overall accuracy rate of 99.99%.

#### **CONTINUOUS IMPROVEMENT**

Our commitment to continuous improvement is the key to what has evolved our services into a renowned market leader in transcription and Speech-to-Text Verbatim Reporting solutions. To ensure continuous improvements are made, we collect and monitor management information in all key areas to identify where improvements can be made and determine how best to deliver them.

This is done by providing weekly, monthly, and quarterly reports against which performance can be compared and managed. These reports are then used as the basis for discussion, in partnership with our clients, to find new solutions and "tweaks" that can lead to enhanced performance.

We share best practice from our experiences across different sites and clients. This is enabled by our Contract/Account Managers meeting regularly. We also keep up to date with new technologies, innovations and methodologies through industry memberships and professional seminars, conferences and trade publications.

Improvements to service and delivery will ensure the GDC receives a highly professional and quality service for the provision of logging and transcription services.

**PART B: 5. IF YOU ARE SUBMITTING A PROPOSAL FOR AN ALTERNATIVE METHOD OF PRODUCTION, PLEASE PROVIDE CLEAR DETAILS AS TO HOW YOU ENVISAGE THIS TO OPERATE OVER SIMULTANEOUS HEARINGS DAYS AT MULTIPLE HEARINGS VENUES, (MOST OF WHICH ARE HIRED BY THE GDC), INCLUDING DETAILS OF THE RECORDING DEVICES YOU PROPOSE TO USE. PLEASE DESCRIBE THE RISKS ASSOCIATED WITH YOUR PROPOSAL AND HOW THE GDC WILL BENEFIT BOTH IN TERMS OF EFFICIENCY AND FINANCIAL SAVINGS.**

## **UNDERSTANDING OF THE REQUIREMENTS**

### **PROPOSED METHOD OF DELIVERY:**

As a specialist business with over 100 years' experience in this sector, Marten Walsh Cherer (MWC) has unrivalled market knowledge and a profound understanding of the advantages and disadvantages of current methods of production. After a thorough assessment of the General Dental Council's (GDC's) requirements, we would emphasise that:

- 1. MWC continually explores service innovations (and maintains a relationship with a provider of automatic, digital logging solutions) and is willing to discuss alternative options with the GDC as they arise. However, given the short timescales involved, the installation of an electronic recording system would be highly disruptive (if not unachievable) and extremely expensive.**
- 2. We are wholly confident that the system proposed by the GDC, whereby trained Loggers attend hearings/meetings and make recordings and logs is the most practical and cost-effective solution available.**
- 3. MWC has considerable experience (detailed below) of successfully running large contracts across several sites, where there are multiple hearings each day. Our team of fully trained, experienced professionals will take responsibility for all aspects of the service provision – *work will never be outsourced abroad.***

### **RELEVANT EXPERIENCE:**

We have helped a number of high-profile clients successfully achieve the transition between Stenographers to a recording/logging-based system (where Transcriptions are produced on request) and recognise the considerable cost-savings and efficiencies benefits which this bring. We currently provide Loggers to:

- *The Nursing and Midwifery Council*
- *The Coroners' Courts*
- *The General Osteopathic Council*
- *The Bar Tribunals and Adjudication Service*
- *The General Chiropractic Council*
- *The Ministry of Justice*

**MWC maintains robust relationships with all these organisations because of the quality and speed of our service. We are a totally competent provider with the trained personnel and resources to deliver straight from commencement.**



**Contract 4: General Osteopathic Council**

<b>CLIENT NAME:</b>	General Osteopathic Council
<b>ADDRESS:</b>	Osteopathy House 176 Tower Bridge Road London SE1 3LU
<b>CONTACT NAME:</b>	Sheleen McCormack
<b>TEL:</b>	0207 357 6655 Ext 248
<b>EMAIL:</b>	<a href="mailto:smccormack@osteopathy.org.uk">smccormack@osteopathy.org.uk</a>
<b>CONTRACT AWARD DATE:</b>	Ongoing contract. MWC has provided services for over 10 years
<b>CONTRACT REFERENCE:</b>	Not applicable.
<b>VALUE:</b>	Approximately £20,000 but variable depending on number of transcripts ordered
<b>BRIEF DESCRIPTION OF REQUIREMENTS:</b>	MWC has been providing services to the General Osteopathic Council (GOsC) for over 10 years in one form or another. Three years ago the GOsC stopped using court reporters and recorded their own proceedings. From that time MWC has transcribed the proceedings upon request. MWC meets whatever timescales are requested for delivery of the transcript.

