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Contract

**for the provision of Assessment Centre Services**

Service Provision Start Date:	10 <sup>th</sup> November 2016
Contract Reference:	THO Assessment Centres 16

This CONTRACT is made on the 10th day of November 2016 the "Service Provision Start Date"

**BETWEEN:**

(1) The Housing Ombudsman, THO ("The Customer"), a corporation sole whose principal office is at Exchange Tower 1, Exchange Square London E14 9GE and

(2) Strengths Partnership Ltd (Company Registered No. 05726967 and a limited company), whose registered office is at 37 St. George's Road, Wimbledon Sw19 4EU (the "Contractor").

together known as "the Parties".

**WHEREAS:**

The THO has agreed to appoint the Contractor to provide and deliver the Services and the Contractor has agreed to accept such appointment on the Conditions set out below.

IT IS AGREED as follows:

**1. Interpretation**

1.1. In this Contract and the Schedules hereto terms with capital initial letters shall have the meanings set forth in Schedule 1, where appropriate.

**2. Provision of the Services**



2.1. The Contractor agrees to provide to THO, and THO agrees to purchase the Services set out in Schedule 1 hereto.

**3. Duration**

3.1. This Contract shall commence on the Service Provision Start Date (and unless terminated at an earlier date in accordance with 3.1.3 below or the occurrence of a Determining Event) shall continue in effect until:

3.1.1. 9<sup>th</sup> November 2019 the "Expiry Date";

3.1.2. subject to Condition 22, THO may terminate this Contract for convenience at any time giving the Contractor no less than three months written notice.

Signed by and on behalf of THO:		Signed by and on behalf of the Contractor:	
Name (Print):	DEWISE FENNER .	Name (Print):	PAUL BREWERTON
Title:	HOUSING OMBUDSMAN.	Title:	DIRECTOR
Signature:		Signature:	

## SCHEDULE 1: Terms and Conditions for the Provision of Services

## 1. Interpretation

1.1 In these Conditions: Approval" means the written consent of THO and "Approve" shall be construed accordingly.

" " "DPA" means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply.

"Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of THO and "Regulatory Body" shall be construed with in the Contract or any other affairs of THO and "Regulatory Body" shall be construed accordingly

"Staff" means all persons employed or engaged by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, suppliers and sub-contractors, any consultants and professional advisers (and their respective servants, agents, suppliers and sub-contractors) used in the performance of its obligations under the Contract.

"Working Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

"the Contract" means the agreement concluded between THO and the Contractor, including specifications, patterns, the Contractor's samples, plans, drawings and other documents which are incorporated or referred to therein;

"the Contractor" means the person who by the Contract undertakes to supply the Services to THO as is provided for in the Contract; where the Contractor is an individual or partnership, the expression shall include the personal representatives of that individual or of the partners;

"THO" means The Housing Ombudsman, a corporation sole;

"the Services" means all work which the Contractor is required to supply under the Contract and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder;

"the Contract Price" means the price exclusive of Value Added Tax payable to the Contractor by THO under the Contract for the full and proper performance by the Contractor of his part of the Contract;

"Order" means THO purchase order or other official document specifying THO's requirements for the Contract to which these Conditions are annexed;

"the Premises" means the location or locations where the Services are to be performed as specified in the Order.

"Determining Event" means the contract has reached its maximum capped contract value/expiry date or the contract is terminated early in line with clause 3.1.2

"Change" means any amendment to the scope and/or manner of provision of the services which requires a contract variation to give effect to the change.

1.2 Unless the context otherwise requires, reference in these Conditions to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

1.3 The headings to these Conditions shall not affect their interpretation.

1.4 Any decision, act or thing which either party to the Contract is required to take or do under the Contract may be requested by any officer or employee of the other party authorised, either generally or specially, by that other party to make such a request, provided that upon receipt of a

written request from one party the other party shall inform the party requesting the information of the name of any such officer or employee.

- 1.5 An Order raised in writing by THO constitutes an offer on the part of THO to acquire the Services subject to these Conditions which must be accepted either in writing by the Contractor or by the actual execution of the Order. The Contractor is deemed to have understood the nature and extent of the Services and to have visited the Premises and shall make no claim founded on his failure to do so. THO shall not be liable for any order unless it is issued or confirmed on its purchase order or other official document and signed by an authorised officer of THO.

## 2. Variation of Conditions

The Services shall be supplied in accordance with these Conditions. Any conditions which the Contractor may seek to impose and which in any way add to, vary or contradict these Conditions shall be excluded and not form part of the Contract, unless each of such conditions has been specifically agreed to in writing by THO.

~~Acceptance of an Order shall be deemed to bind the Contractor to these Conditions and the Services shall not be supplied or performed by the Contractor, his employees, agents or representatives, except in accordance herewith. The Contractor's Conditions of Sale do not form part of the Contract.~~

## 3. Contractor's Status

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

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

## 4. Contractor's Personnel

- 4.1 The Contractor shall take the steps reasonably required by THO to prevent unauthorised persons being admitted to the Premises. If THO gives the Contractor notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by THO the Contractor shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.
- 4.2 If and when instructed by the THO, the Contractor shall give to THO a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as THO may reasonably require.
- 4.3 The decision of THO as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Contractor has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.
- 4.4 The Contractor shall bear the cost of any notice, instruction or decision of THO under this Condition.

## 5. Manner of Carrying out the Services

- 5.1 The Contractor shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining THO's prior consent.
- 5.2 Access to the Premises shall not be exclusive to the Contractor but only such as shall enable him to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as the IHOL may reasonably require.
- 5.3 THO shall have the power at any time during the progress of the Services to order in writing:
  - (a) the removal from the Premises of any materials which in the opinion of THO are either hazardous, noxious or not in accordance with the Contract, and/or

- (b) the substitution of proper and suitable materials, and/or
- (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment thereof of any work which, in respect of material or workmanship is not in the opinion of the THO in accordance with the Contract.

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

## 6. Time of Performance

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

## 7. Forms

An advice note shall accompany each complete performance of the Services or of any separable part thereof. A bill shall be rendered on the Contractor's own invoice form to THO. All advice notes, other relevant correspondence and invoices, shall be clearly marked with THO's order number, the consignee and the description of the Services concerned.

## 8. Free-Issue Materials

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

## 9. Audit

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

## 10. Patents and Information

10.1 It shall be a condition of the Contract that, except to the extent that the Services incorporate designs furnished by THO, the Services shall not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and the Contractor shall indemnify the THO against all actions, claims, demands, costs and expenses which THO may suffer or incur as a result of or in connection with any breach of this Condition.

10.2 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patents, models, designs or other materials:

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

Contractor shall not refer to the IHOL or the Contract nor use THO's logo or other identifier in any advertisement or other public announcement without the THO's prior written consent.

- 10.3 The provisions of this Condition 10 shall apply during the continuance of the Contract and after its termination howsoever arising.

11. Default by Contractor

If the Contractor shall have failed to comply with any terms of the Contract, either in relation to provision of the Services or otherwise, THO shall be entitled (whether or not the Services or any part thereof have been accepted by THO) to avail itself of any of the following remedies at THO's discretion:

- (a) rescind the Contract; or
- (b) give the Contractor the opportunity to carry out remedial work in respect of the Services at the Contractor's expense so that they comply with the terms of the Contract; or
- (c) refuse to accept any further performance of the Services without any liability to the Contractor; or
- (d) carry out at the Contractor's expense such work as may be necessary to make the Services comply with the Contract; or
- (e) claim such damages, costs and expenses as THO may have sustained in consequence of any breach of the terms of the Contract or failure by the Contractor to comply with any statutory or other legal obligations herein specified or implied by law.

These rights shall be in addition to and without prejudice to any other rights THO may have.

12. Force Majeure

Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this Condition shall limit the obligations of the Contractor to use his best endeavours to fulfil his obligations under the Contract.

13. Price and Payment

- 13.1 The Contract Price shall be 'net', that is, after deduction of all agreed discounts. It shall include the cost of packaging, packing materials, addressing, labelling, loading and delivery to the addresses named in the Contract or Order. The amount of any duty additional to the Contract Price and any early settlement discounts shall be shown separately in the Contract.
- 13.2 Payment for the Services rendered, unless stated otherwise in the Contract, shall be made thirty days after receipt of a correctly rendered invoice. THO will seek to encourage genuine early settlement discounts whenever possible. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge. Delays in payment of invoices are possible if the Contractor does not show THO's order number on his invoices. Payment terms shall not be varied without the express authority of THO.
- 13.3 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract or under any other contract with THO.

14. Warranties

- 14.1 The Contractor warrants THO that the Services shall be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for THO to expect in all the circumstances.
- 14.2 Without prejudice to any other remedy if the Services or any part thereof are not performed in accordance with the Contract then THO shall be entitled:
  - (a) at THO's option to require the Contractor to supply a replacement for the Services in accordance with the Contract within the time stated in writing by THO; or
  - (b) at the THO's sole option and whether or not THO has previously required the Contractor to supply any replacement for the Services to treat the Contract as discharged by the Contractor's breach and require the repayment of any part of the price which has been paid.

## 15. Indemnity

Without prejudice to his liability for breach of any of his obligations under the Contract the Contractor shall be liable for and shall indemnify THO against any liability, loss, damages, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law as a result of or in connection with:

- (a) any breach of any warranty given by the Contractor in relation to the Services, and/or
- (b) any act or omission of any of the Contractor's personnel in connection with the performance of the Services, and/or
- (c) any loss of or damage to property (whether real or personal), and/or
- (d) any loss of or damage to data, and/or
- (e) any injury to any person, including injury resulting in death, and/or
- (f) any financial or economic loss,

except insofar as such loss, damage or injury shall have been caused by negligence on the part of THO, its servants or agents.

## 16. Insurance

- 16.1 The Contractor shall insure against his full liability under Condition 15. Such insurance by the Contractor shall be a condition precedent of the Contract.
- 16.2 The Contractor shall insure and keep insured for the period of the Contract and procure that any of his sub-contractors shall likewise insure to the extent required under Condition 15 to £1,000,000 on any one claim and unlimited liability in respect of a period of insurance or public liability policy.
- 16.3 The Contractor upon request shall produce to THO or cause any sub-contractor to produce documentary evidence that the insurance is properly maintained.
- 16.4 If the Contractor defaults in insuring, THO may itself effect insurance and charge the cost together with an administrative charge of 5% to the Contractor.

## 17. Transfer and Sub-Contracting

Neither party shall assign the whole or any part of the Contract. The Contractor shall not sub-contract the production or supply of the Services or any part thereof without the previous consent in writing of THO.

## 18. Patents, etc.

The Contract Price shall include all royalties, licence fees or similar expenses in respect of the making, use or exercise by the Contractor of any invention or design for the purpose of performing the Contract.

## 19. Confidentiality

The Contractor, his employees and agents shall treat this Order and all designs, drawings, specifications and information supplied therewith as confidential and shall not disclose the same to any third party without THO's written consent or infringe any copyright, patent, trade mark, trade name or registered design vested in the IHOL. All materials, drawings, patterns, gauges, samples, specifications and other technical data prepared by THO in connection with the Contract shall be THO's property and THO may reproduce and use the said items freely for any purpose whatsoever.

## 20. Inducements to Purchase

- 20.1 The Contractor shall not offer to THO or its representatives as a variation of the conditions of the Contract or as an agreement collateral to it any advantage other than a cash discount against the Contract Price.
- 20.2 If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with THO or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with THO, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to the Contract or any other contract with THO, the Contractor or any person employed by him or acting on his behalf shall have done any act which had the recipient

been in the employment of a public body would have been an offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the IHOL which shall have been exacted or accepted by such officer under colour of his office or employment and is otherwise than such officer's proper remuneration, THO shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

21. Insolvency

THO may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events:

- (a) if the Contractor, being an individual, or, where the Contractor is a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order, administration order or interim order made against him, or shall make any composition or scheme of arrangement with or for the benefit of his creditors, or shall make any conveyance of assignment for the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or bankrupt, or any application shall be made for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or
- (b) if the Contractor being a company shall pass a resolution, or the Court shall make an order, that the company shall be wound up (except for the purpose of amalgamation or reconstruction) or if an administrative receiver on behalf of a creditor shall be appointed, or if the Court shall make an administration order, or if circumstances shall arise which entitle the Court or a creditor to appoint an administrative receiver or which entitle the Court to make a winding-up order or administration order;

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 THO.

22. Cancellation

An Order raised by THO may be cancelled at any time by THO giving the Contractor notice in writing. In the event of such cancellation the parties agree that a fee of up to 50% may be charged for rescheduling or cancellation of an Order between two to four weeks (2-4) before the scheduled event is due to start. For rescheduling or cancellation within two weeks of the starting date, the full fee may be chargeable.

23. Notice

Any notice required to be given in writing under the Contract shall be sent by telex, facsimile or by first class post, addressed to the address of the party for which it is intended shown on the Order or to such other address as may be notified in writing in accordance herewith for the purposes and shall be deemed to have been received in the case of a telex or facsimile upon transmission and in the case of a letter forty-eight hours after posting. In proving service by letter it shall be sufficient to show that the envelope containing the notice was properly addressed and stamped and duly posted.

24. Waiver

No failure or delay on the part of THO to exercise any of its rights under the Contract shall operate as a waiver thereof nor shall any single or partial exercise of any such right preclude any other or further exercise thereof. Any waiver by THO of any breach by the Contractor of any of his obligations under the Contract shall not affect the rights of THO in the event of any further or additional breach or breaches.

25. Validity

If any provision of these Conditions is held by any competent THO to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

26. Dispute

Any dispute arising under or in connection with the Contract or the supply of the Services shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated upon the application of either party by the President for the time being of the Law Society in accordance with the Arbitration Acts 1950 - 1979. The arbitrator's decision shall be final and binding on both parties. Costs shall be in the award of the arbitrator.

27. Observance of Legal Requirements

- 27.1 The Contractor shall carry out the obligations of the Contract in a manner that conforms with any relevant legal requirements.



27.2 Without prejudice to Condition 27.1 above, in carrying out the obligations under the Contract, the Contractor:

- (a) shall not commit an act of discrimination rendered unlawful by the Sex Discrimination Act 1975 or the Race Relations Act 1976 or any enactments modifying or replacing them, and
- (b) shall comply with relevant requirements contained in or having effect under current legislation relating to health, safety and welfare at work.

## 28. Rights of Third Parties

Nothing in this Agreement is intended to confer a benefit on any third party in relation to it and in particular a person who is not a Party may not enforce any of the terms or object to any variations and neither shall any person who is not a Party have any rights under the Contracts (Rights of Third Parties) Act 1999 in relation to this Agreement.

## 29. Freedom of Information

29.1 The Contractor acknowledges that the THO is subject to legal responsibilities which may require the release of information under FOIA and/or EIR and that THO may be under an obligation to provide Information on request. Such Information may include matters relating to, arising out of or under this Agreement.

29.2 Notwithstanding anything in this Agreement to the contrary, in the event that THO receives a Request for Information, THO will be entitled to disclose all Information to the extent that it is obliged to do so in order to respond to that request in accordance with FOIA and/or EIR, save that in relation to any such Information that is:

29.2.1 Exempted Information THO will as soon as reasonably practicable after receiving a valid request under FOIA or EIR to disclose such Information, notify the Contractor of that fact and (unless requested or agreed otherwise by the Contractor) rely on the FOIA Exemption in relation to confidentiality (section 41 FOIA) and will not subject to Clause 29.3:

- (a) confirm or deny that the Exempted Information in question is held by THO;
- (b) disclose the Exempted Information requested;

29.2.2 Confidential Information of the Contractor that is not Exempted Information ("Contractor Confidential Information"), THO will consult with the Contractor as soon as reasonably practicable and will not subject to Clause 29.3:

- (a) confirm or deny that the Contractor Confidential Information in question is held by THO;
- (b) disclose the Contractor Confidential Information requested;

to the extent that in THO's reasonable opinion (having taken into account the views of the Contractor) that exemption is or may be applicable in accordance with the relevant section of FOIA and/or EIR in the circumstances.

29.3 Subject to Clause 29.4, nothing in this Agreement will prevent THO from complying with any valid decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information or Contractor Confidential Information, provided that prior to complying with any such notice THO has consulted with the Contractor and (if requested to do so by the Contractor, acting reasonably) appealed to the Information Tribunal against the notice and that appeal has been unsuccessful.

29.4 On request from the Contractor, THO having notified the Contractor of any order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner or by any court or tribunal in relation to the disclosure of any Exempted Information or Contractor Confidential Information, THO shall bring such actions and appeals against the disclosure of such Information to the Information Tribunal or to such other courts and tribunals (having jurisdiction) as the Contractor may reasonably require except where THO has received a written opinion from counsel experienced in FOIA related matters (such opinion to be provided to the Contractor upon request) that such an action or appeal has no reasonable prospect of success.

29.5 The Contractor will fully indemnify THO against any reasonable direct costs incurred by the THO in seeking to maintain the withholding of Information pursuant to Clause 29.4 provided that:

- 29.5.1 THO (acting in good faith) notifies the Contractor in response to the Contractor's request under Clause 29.4 that it has no wish to pursue any action or appeal for its own purposes and but for that request would disclose the Information; and
- 29.5.2 THO will use reasonable endeavours to consult with the Contractor before incurring any such costs.
- 29.6 The schedule to this Agreement (Exempted Information) may be amended from time to time by written agreement of the parties, such agreement not to be unreasonably withheld or delayed by either party.
- 29.7 In the event that THO receives a Request for Information and requires the Contractor's assistance in obtaining such Information, the Contractor will respond to any related request for assistance from THO, at its own cost and within five (5) days of receiving the request for assistance.

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### 30 Data Protection

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- 30.1 For the purposes of this Condition 30, the terms "Data Controller", "Data Processor", "Data Subject", "Process" and "Processing" shall have the meaning prescribed under the DPA.
- 30.2 The Contractor shall (and shall ensure that all of the Staff) comply with any applicable registration requirements and notification requirements under the DPA and duly observe all obligations under the DPA which arise in connection with the Contract. The Contractor shall perform its obligations under this Contract in such a way as does not cause THO to breach any of THO's obligations under the DPA.
- 30.3 Notwithstanding the general obligation in Condition 30.2, where the Contractor and/or any Staff Process Personal Data as a Data Processor for THO the Contractor shall:
- (a) process the Personal Data only in accordance with instructions from THO (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by THO;
  - (b) comply with the Law;
  - (c) process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Contractor's obligations under this Contract, or as is required by Law or any Regulatory Body;
  - ~~(d) implement appropriate technical and organisational measures to protect the Personal Data~~ against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - (e) take reasonable steps to ensure the reliability of Staff who may have access to the Personal Data;
  - (f) obtain prior written consent from THO prior to any transfer of Personal Data to any sub-contractor for the provision of the Services;
  - (g) not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior Approval of THO which is to have come from THO's Senior Information Risk Officer (or equivalent) and, where THO so Approves such a transfer, comply with:

- (i) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by providing an adequate level of protection to any Personal Data that is transferred; and
- (ii) any reasonable instructions notified to it by THO;
- (h) ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition 30;
- (i) ensure that none of the Staff publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by THO;
- (j) not disclose Personal Data to any third parties in any circumstances other than with the written Approval of THO or in compliance with a legal obligation imposed upon THO;
- (k) notify THO (within five Working Days) if it receives:
  - (i) a request from a Data Subject to have access to that person's Personal Data; or
  - (ii) a complaint or request relating to THO's obligations under the DPA;
- (l) provide THO with full cooperation and assistance in relation to any complaint or request made, including by:
  - (i) providing THO with full details of the complaint or request;
  - (ii) complying with a subject access request within the relevant timescales set out in the DPA and in accordance with THO's instructions;
  - (iii) providing THO with any Personal Data it holds in relation to a Data Subject (within the timescales required by THO); and
  - (iv) providing THO with any other information requested by THO.
- (m) permit THO's representative or his/her nominee (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with Condition 9, the Contractor's Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by THO to enable THO to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract; and
- (n) provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by THO).

30.4 Where the Contractor or any sub-contractor, as part of the Services, Processes Personal Data as a Data Controller, such Personal Data shall have been obtained fairly and lawfully. The Contractor shall ensure that it is able to disclose such Personal Data to THO and that the Services are designed in such a way as to ensure that use by THO of any such Personal Data obtained in connection with the Services does not breach the provisions of the DPA.

30.5 In the event that the Contractor or any Staff fail to comply with this Condition 30, THO may exercise the rights detailed in Condition 11.

### 31 Law

The Contract shall be considered as a contract made in England and subject to English Law

## Schedule 1 - SERVICE SPECIFICATION

**1. Introduction**

- 1.1 When requested to do so by the Customer, the Contractor shall provide highly qualified and competent personnel in the execution of the Assessment Centre services detailed in this schedule and duly augmented by the Supplier's successful bid response below relating to the provision of those services.



- 1.2 In scheduling Assessment centres dates, the Customer shall use reasonable endeavours to provide at least 6 weeks notice to the supplier. A typical assessment centre may be held over 4 to 5 days depending on the number of candidates. The format shall be:

- Half day assessment per person role per person – 6 people per day
- Role play, written exercise, interview
- Assessment centre held on site at Ombudsman offices

- 1.3 The role play and written exercise shall contain a mix of bespoke and off the shelf material; the interview scenario and competence based with application of individual's strengths.

**2. Pre-Assessment Centre Services**

- 2.1 As a minimum, the supplier shall participate in and play an active part in setting up and implementing the assessment centre which will include;

- Attending meetings to advise on assessment format and content
- Advising and then amending or preparing new assessment material for the role play and written exercise
- Provide the online assessment tools:
  - Watson Glaser
  - Strengths based assessment tool that profiles what energises an individual

**Assessments:**

- providing an actor for the role play
- assessment of the role play
- assessment of the written test

**3. Assessment Centre Delivery Services**

- 3.1 As a minimum, the supplier shall manage the overall assessment centre process to include

- briefing of HOS and contractor personnel involved in the assessment centre
- day to day management of the processes and providing support as necessary
- preparing summary of assessments per candidate for selection decision meeting
- providing feedback to unsuccessful candidates that enables them to learn and reflect from the process

**Administration of the assessment centre process:**

- liaison with Customer's recruitment company
- timetabling for the assessments, managing the timings and transition between assessment elements
- copying of assessment material
- tracking scores and preparing summary of all assessments

**4. Post Assessment Centre**

- Attending meeting for review and lessons learnt for planning the next assessment centre
- Ongoing liaison with HOS HR & OD to keep up to date with developments and initial planning of next assessment centre

**1. Introduction**

- 1.1. This schedule sets out the Charges which the Customer shall pay to the Contractor for the Services or their components parts over the duration of the contract. No provision for indexation is included in the contract pricing structure.
- 1.2. Travel and subsistence rates are those applying at the time of contract and in line with internal policy. Should that policy change the supplier shall be informed and any proposed amendment agreed between the parties.

**2. Contract Value**

- 2.1. The contract is capped at the maximum whole life value of £120,000. Undertaking spend with the Contractor ~~which totals the whole life value, or reaching contract expiry date or terminating the contract early in line with clause 3.1.2,~~ whichever is the sooner, acts as a Determining Event capable of bringing this contract to an end.

**3. Scope**

- 3.1. The Charges as they relate to the following service elements are set out in more detail in this Schedule:
- Assessment Centre Tools
  - On line Assessment Tool
  - Pre- Assessment centre services
  - Assessment Centre Delivery
- 3.2. There is no automatic right for the Contractor to unilaterally amend the Charges in any circumstance. Any adjustment to the Charges must be managed through Change Control Procedures.
- 3.3. Payment of all Charges under this Schedule are subject to the issuance of a valid and payable invoice

**4. Assessment Centre Tools**

- 4.1 The fixed price for provision of the Watson Glazer critical reasoning test shall be £25.00 per user.

**5. On line Assessment Tool**

- 5.1 The fixed price for provision of the "Strengthscope" Online Assessment tool shall be £30.00 per user.

**6. Pre-Assessment centre Services**

- 6.1 The Contractor shall provide Pre- Assessment Centre Services using its maximum day rate card below. These services can be contracted on a Time and Materials basis per scheduled assessment centre. It is open to the Contractor to propose a range of pricing (but within the category date rate cap) for suitably qualified individuals or nominate additional role categories eg Junior consultant for agreement. Any new role category cannot exceed the maximum cap of £1,100 per day .

Role Category	Category Day rate
Senior consultant	£1,100
Support Staff	£600
Back office services are not chargeable	£0

**7. Assessment Centre Delivery**

- 7.1 The Contractor shall provide Assessment Centre Delivery Services using its maximum day rate card below. These services can be contracted on a Time and Materials basis per scheduled assessment centre. It is open to the Contractor to propose a range of pricing (but within the category cap) for suitably qualified

individuals or nominate additional role categories eg Junior consultant for agreement . Any new role category cannot exceed the maximum cap of £1,100 per day .

Role Category	Day rate category cap
Senior consultant	£1,100
Role Play - actor	£500
Back office services are not chargeable	£0

## 8. Travel and Subsistence

All services will be carried out at the Customer's offices; currently Exchange Tower 1, Exchange Square London E14 9GE

The Contractor is entitled to reasonable reimbursement of expenses when travel occurs from outside the M25. Reimbursement will be at standard travel rates. Any overnight expenses will be compensated on the following rates

- £110 per night in London
- £85.00 per night outside the M25

8.3 The Contractor must provide valid receipts to support payment

## 9. Invoicing

Invoicing must be submitted to [invoices@housing-ombudsman.org.uk](mailto:invoices@housing-ombudsman.org.uk). The Purchase Number must be quoted including sufficient detail to enable the invoice be paid. Payment terms are 30 days in arrears.

Schedule 3 – CHANGE CONTROL

**9.1.1. Change Control Principles**

- 1.1 Where the Customer or the Contractor identifies a need to vary this Agreement or the scope content or manner of provision for the Services, the Customer may at any time request and the Contractor may at any time recommend such change only in accordance with the Change Control Procedure as set out herein.
- 1.2 The Change Control Procedure shall cover contract changes which require a variation to this Agreement and which shall be given effect by the Contract Change Control Procedure outlined herein.
- 1.3 Neither the Customer nor the Contractor shall unreasonably withhold its agreement to any Change.

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**9.1.2. Contract Change Control Procedure**

- 2.1 A completed pro-forma (see Annex A) to this Schedule shall constitute a request for change (Part A).
- 2.2 The Customer shall assign a unique reference to the request for change.
- 2.3 The Contractor shall impact the change request (Part B) within a 10 working day period providing details of costs where that is appropriate.
- 2.4 Once the Change has been impacted the Customer and the Contractor shall conclude the variation within 5 days.
- 2.5 A signed variation (Part B) constitutes an Amendment to the Contract.



Change control request and impact assessment Pro-forma

**PART A**

**CHANGE REQUEST FORM**

Title Of the Change:

Unique ID

Description of the Change

Raised by:

Date

Reason for the Change

Any other issues or considerations

**PART B****IMPACT ASSESSMENT**

Title of Change

Unique ID

**Section 1 – Impact details****Section 2 – Contract change details**

Price £	Commercial model (fixed price or T&M)	Start date	End date	Impacted schedules	Change Impacted by:	Impact date

**Section 3 – Agreement of the Parties**

Contract change agreed by:	Customer	Contractor
Signature		
Name & role Title		
Date		

**10. Introduction**

- 1.1 The following named Contractor personnel are, for the purposes of the execution of the Services, regarded as Key Personnel

Role Description	Contractor Personnel
Principal	Paul Brewerton
Psychologist	Rebecca Watson

- 10.1. The Contractor shall provide a minimum of 3 months notice to the Customer in the event of a change to the Key Personnel.
- 10.2. The Contractor warrants that any replacement Key Personnel are, as a minimum, qualified and capable of performing the services
- 10.3. The Customer shall be entitled to approve the appointment of any replacement Key Personnel, its approval not to be unreasonably withheld.

## Schedule 5 – CUSTOMER RESPONSIBILITIES

### **1 Introduction**

- 1.1.1 This Schedule details responsibilities of the Customer that are additional to those already contained in the terms and conditions and other Schedules of this Contract.

### **2 Customer General Responsibilities**

- 2.1.1 The Customer shall, upon receiving reasonable notice from the Contractor provide the Contractor will access to members of the Customer's staff, other contractors and those of its agents, as may reasonably be required for the Contractor to discharge its obligations throughout the term of the Contract.

### **3 Customer Specific Responsibilities**

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- 3.1.1 The Customer will use reasonable endeavours to provide a minimum of 6 weeks notice to the Contractor when scheduling an Assessment Centre
- 3.1.2 The Customer will provide material to the Contractor to enable the Contractor prepare Assessment Centre Scenarios for candidate testing
- 3.1.3 The Customer will provide candidate names and profiles to the Contractor in a timely fashion to facilitate the co-ordination of Assessment Centre days
- 3.2 The Customer will perform Candidate interviews
- 3.3 The Customer will provide Assessment Centre venues
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## Schedule 6 – EXIT AND SERVICE TRANSFER ARRANGEMENTS

### 1. Introduction

- 1.1. This Schedule describes the duties and responsibilities of the Contractor leading up and covering the exit from this Contract and the transfer of provision of the Services where that applies

### 2. Objectives

- 2.1. The objectives of this Schedule are to

- ensure a smooth transition of Services from the Contractor to a Replacement Contractor or back to the Customer
- ensure that all relevant assets are transferred

### 3. General

- 3.1. Where the Customer intends to continue equivalent or substantially similar services to the Services after termination or expiry, either by performing them itself or by means of a Replacement Contractor, the Contractor, shall ensure the smooth transition to the Replacement Contractor and shall co-operate with the Customer or the Replacement Contractor as required in order to fulfil the obligations under this Schedule.
- 3.2. The Contractor shall co-operate fully with the Customer and any potential Replacement Contractor(s) tendering for any re-competition for the Services, including enabling the transfer of responsibility for the provision of the Services previously performed by the Contractor to be achieved with the minimum of disruption to the extent that this is within the Contractor's reasonable control.

### 4. Asset Treatment

- 4.1. On request, the Contractor shall return to the Customer all scenario scripts and materials including archived material either provided by Customer to the Contractor or developed for the Customer by the Contractor.



## Rajdeep Renoo

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**From:** Silpa Gohil  
**Sent:** Friday, November 25, 2016 3:23 PM  
**To:** Rebecca Stevens; Rajdeep Renoo; Cheryl Isaacs; jenny\_ychou@hotmail.com  
**Cc:** david@davidkershaw.net; angiesims@hotmail.co.uk  
**Subject:** RE: HOS Assessor Briefing

Hi Rebecca,

Thanks for the info below,

Yesterday we had a small change in terms of assessors involved. Jenny (added to this email) is taking Raj's place on 9<sup>th</sup> December.

Jenny - please read email below and where there is a note for Raj please focus on this as you will be taking her role on the 9<sup>th</sup>

Resource	5th	6th	7 <sup>th</sup>	8th	9th	12 <sup>th</sup>
Assessor	Rebecca	Rebecca	Rebecca	Raj	Jenny Chou	Raj
Assessor	Cheryl Issac	Cheryl Issac	Cheryl Issac	Cheryl Issac	Silpa	Silpa
Role player/Actor	Angi	Angi	Angi	Angi	Angi	David

Cheers,  
Silpa

**From:** Rebecca Stevens  
**Sent:** 25 November 2016 14:35  
**To:** Rajdeep Renoo <rajdeep.renoo@strengthpartnership.com>; Cheryl Isaacs <cheryl@opmconsulting.co.uk>; Silpa Gohil <Silpa.Williams@strengthpartnership.com>  
**Cc:** david@davidkershaw.net; angiesims@hotmail.co.uk  
**Subject:** Re: HOS Assessor Briefing

Hi

Raj and Cheryl - nice to meet you both. HOS has confirmed 6 AC days and they are wanting Monday 12th Dec as the sixth day.

I will sort out a fuller briefing and send info out tomorrow for you to read before our catch-up (Friday for Cheryl and Raj/ David and Angie I'll be in touch). I am away on hols Mon-Thurs next week so not around but we'll go through everything when we talk prior.

