

MINISTRY OF JUSTICE

AGREEMENT RELATING TO SUPPLY OF COMMUNITY ACCOMMODATION SERVICE - 2

SCHEDULES 1 – 20

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SCHEDULE 1
SERVICE SPECIFICATION

A – Eligibility

Service Output Group	Service
A1	<p>The Supplier shall provide the Services to CAS-2 Residents and for the purposes of this Schedule 1 (Specification), CAS-2 Residents provided the individual does not meet the ineligibility criteria set out in A4 and A5 of this Schedule, means:</p> <ul style="list-style-type: none"> i. adult offenders and defendants of all genders and nationalities who are aged eighteen or above who are referred by a Referrer to the Supplier as a potential recipient of the Services and fall within at least one (1) of the following groups: <ul style="list-style-type: none"> a. individuals who have been: <ul style="list-style-type: none"> 1. granted a Bail Order by a Court and who might otherwise be remanded in custody; or 2. released from remand on a Bail Order; <p>(each a Bailee)</p> b. individuals who are released early from prison subject to HDC; c. individuals who are subject to ATCR; d. individuals who are referred from Approved Premises; e. individuals who are subject to the HCRD, where formal prior approval is provided by the Authority Senior Contract Manager for the contract to be utilised for this eligible cohort.
A2	<p>The Supplier shall provide Accommodation for a CAS-2 Resident and their dependent child or dependent children where:</p> <ul style="list-style-type: none"> i. a CAS-2 Resident is a parent with a dependent child or dependent children and the referral includes the dependent child or children; and ii. following a written request made by the Supplier (which the Supplier shall make promptly) to the Children's Services Department of the relevant Local Authority with such department confirming in writing to the Supplier that there is no reason why a named dependent child or dependent children should not use the Accommodation with that CAS-2 Resident and such Accommodation shall comply with the requirements of this Contract including Paragraph D8 of this Schedule.

Service Output Group	Service
A3	In performing all its obligations under this Contract and when applying its discretion, judgment, opinion or making an assessment (or other similar decisions) under this Contract the Supplier shall act reasonably.
A4	<p>The following persons are not eligible to receive the Services:</p> <ul style="list-style-type: none"> i. sex offenders (being an individual who has previously been cautioned for or convicted of, or is currently on police bail for, or charged with, a sexual offence mentioned in Schedule 3 (as amended) of the Sexual Offences Act 2003, or equivalent offences in other jurisdictions); ii. individuals who have been assessed as currently posing a high or very high risk of Serious Harm by the Referrer at the point of referral or at any point later; iii. individuals assessed by the Supplier as posing an unacceptable specific risk to: <ul style="list-style-type: none"> a. the Supplier, the Accommodation or Supplier's Personnel; b. other CAS-2 Residents at the Accommodation at which the individual is proposed to be accommodated; c. themselves; d. neighbours; iv. any case where there is insufficient information available to the Supplier on which to make an adequate assessment of risk of Serious Harm, self-harm or likelihood of re-offending; v. the individual does not have, in the Supplier's opinion, sufficient access to funds to enable the individual to pay accommodation charges or the individual is unable to claim Housing Benefit or an equivalent social security benefit; or vi. individuals who are in breach of immigration laws other than overstaying an approved period of leave to enter or remain in the United Kingdom. vii. those serving a custodial sentence of 4-years or more
A5	The Supplier shall assess on a case by case basis whether individuals either convicted of arson or charged with arson within the previous 10 years are eligible to use the Accommodation.
A6	The Authority will confirm the eligible CAS-2 Residents and the priority of eligibility on an annual basis at the start of each Contract Year which the Supplier shall adhere to. The eligible CAS-2 Residents and priority of acceptance to the Services as at the Service Commencement Date shall be:

Service Output Group	Service
	<ul style="list-style-type: none"> i. Bailees; ii. individuals subject to Home Detention Curfew; iii. individuals referred because of risk to Recall to prison (ATCR) (as determined by the Authority in its sole discretion); iv. individuals who are accommodated at an Approved Premises (Tier 1 accommodation) at the point of referral (as determined by the Authority in its sole discretion); v. individuals referred upon release (HCRD) (as determined by the Authority in its sole discretion); vi. Individuals who have an extension to his/her Home Detention Curfew; and vii. Individuals subject to a Community Order (as determined by the Authority in its sole discretion).
A7	<p>Subject to the Supplier's right to terminate the Accommodation Agreement and any extensions of the Accommodation Agreement, CAS-2 Residents shall remain eligible to use the Accommodation and the Supplier shall provide the Accommodation for the following periods:</p> <ul style="list-style-type: none"> ▪ CAS-2 Residents who are Bailees, for the period of the order or licence (as appropriate); ▪ CAS-2 Residents subject to Home Detention Curfew, for the period of the Home Detention Curfew which may be extended more than once by way of a further Accommodation Agreement by the written agreement of the Authority on a case-by-case basis up to a maximum of thirteen (13) weeks in accordance with Paragraph B5 of this Specification; ▪ CAS-2 Residents who are referred by Approved Premises with a Licence or form part of the ATCR or HCRD cohorts, for the minimum period specified by the relevant Responsible Officer and up to a maximum period of twelve (12) weeks. <p>The duration of the CAS-2 Resident's eligibility to remain in the Accommodation shall include a period of one week in addition to the periods stated in A6. One week prior to the expiry of the Service User's Accommodation Agreement, the Supplier shall provide a reminder notice to the Service User, stating the date of expiry of the Accommodation Agreement (a "Departure Reminder"). The Service User shall be entitled to use the Accommodation during the period of the Departure Reminder.</p> <p>Where a Service User receives at any point during an Accommodation Agreement a custodial sentence or is remanded for additional offences, the Supplier shall follow the procedure set out in Paragraph F4 and the Service User shall be permitted to continue to use the Accommodation unless and until the Accommodation is withdrawn pursuant to Paragraph F4.</p> <p>Where the period referred to in A6 above is not clear from the relevant order or licence, the Supplier shall liaise with the court or Probation to establish the duration of the relevant period. The Supplier shall escalate the matter to the Authority if necessary in</p>

Service Output Group	Service
	order to establish the duration of the relevant period (for the purpose of making escalations, the Supplier may email the CAS-2 contract management team at REDACTED

A8	<p>Bailees</p> <p>In relation to CAS-2 Residents who are Bailees, the following provisions shall apply.</p> <p>Courts may impose conditions in relation to a CAS-2 Resident who is a Bailee. The standard conditions may include amongst others:</p> <ul style="list-style-type: none"> - for the Bailee to use and sleep at specified Accommodation; and - for the Bailee to comply with the conditions of the Accommodation Agreement. <p>The Supplier shall ensure that a copy of the Bail Order complies with these minimum requirements and is held on file within twenty-four (24) hours of the Bailee arriving at the Accommodation.</p> <p>The Supplier shall ensure that the Bailee leaves the Accommodation promptly at the expiry of the Bail Order (taking into account the period of the Departure Reminder).</p> <p>The Supplier shall ensure that in the event of the termination of the Accommodation Agreement, the Bailee shall be required to leave the Accommodation promptly pursuant to the process in Paragraph F4 being followed (and such termination shall give rise to a breach of conditions of the Bail Order).</p> <p>The Supplier shall include in the Accommodation Agreement provisions which entitle it to terminate the Accommodation Agreement in the following circumstances:</p> <ul style="list-style-type: none"> i. The Bailee's failure to pay for the Accommodation in accordance with the Accommodation Agreement; ii. The Bailee's unacceptable behaviour towards people or property; iii. The Bailee's failure to comply with the conditions of the Accommodation Agreement; iv. The Bailee ceases to be eligible for the Accommodation; v. The Bailee commits or is charged with a criminal offence during the period of the Accommodation Agreement; vi. The Bailee fails to comply with the conditions of the Bail Order; vii. The Bailee fails to co-operate with any support being provided; and/or viii. The Bailee has been placed in custody or other institution by the court or police authorities. <p>The circumstances in which the Supplier shall exercise its right to terminate the Accommodation Agreement are further described in requirement F5.</p>
A9	<p>Home Detention Curfew (HDC)</p>

Service Output Group	Service
	<p>In relation to individuals who are subject to Home Detention Curfew, the following provisions shall apply.</p> <p>The conditions of the Home Detention Curfew licence may include amongst others a requirement:</p> <ul style="list-style-type: none"> i. to stay at a specified Accommodation; ii. to comply with Electronic Monitoring curfew; iii. to comply with probation supervision; and iv. not to offend. <p>The Supplier shall ensure that the CAS-2 Resident leaves the Accommodation promptly at the expiry of the HDC licence or any extended period provided for by way of a further Accommodation Agreement (up to a maximum of 13 weeks), taking into account the period of the Departure Reminder.</p> <p>The Supplier shall ensure that in the event of the termination of the Accommodation Agreement, the CAS-2 Resident shall be required to leave the Accommodation promptly pursuant to the process in Paragraph F4 being followed (and such termination shall give rise to a breach of conditions of the Licence).</p> <p>The Supplier shall include in the Accommodation Agreement provisions which entitle it to terminate the Accommodation Agreement in the following circumstances:</p> <ul style="list-style-type: none"> i. The CAS-2 Resident's failure to pay for the Accommodation in accordance with the Accommodation Agreement; ii. The CAS-2 Resident's unacceptable behaviour towards people or property; iii. The CAS-2 Resident's failure to comply with the conditions of the Accommodation Agreement; iv. The CAS-2 Resident ceases to be eligible for the Accommodation; v. The CAS-2 Resident commits or is charged with a criminal offence during the period of the Accommodation Agreement; vi. The CAS-2 Resident fails to comply with the conditions of the HDC licence; vii. The CAS-2 Resident fails to co-operate with any support being provided; and/or viii. The CAS-2 Resident has been placed in custody or other institution by the court or police authorities. <p>The circumstances in which the Supplier shall exercise its right to terminate the Accommodation Agreement are further described in requirement F5.</p>

Service Output Group	Service
A10	<p>Alternative to Custodial Recall (ATCR), Homeless at Conditional Release Date (HCRD) and Approved Premises referred:</p> <p>In relation to individuals who are part of the ATCR, HCRD or referred by an Approved Premises the following provisions shall apply, unless the individual is subject to a Bail Order or HDC where A8 or A9 shall apply:</p> <p>All CAS-2 Residents on Licence will be subject to a “good behaviour” clause as part of that Licence. Post Sentence Supervision (PSS) status will not have the same level of requirement and non-compliance issues will be subject to the Court.</p> <p>Where a CAS-2 Resident is referred due to a risk of Recall and is subject to an existing release Licence, the requirement to reside where agreed by the Responsible Officer will be the relevant requirement.</p> <p>The Supplier shall ensure that the CAS-2 Resident leaves the Accommodation promptly at the expiry of the period which has been specified by the relevant Responsible Officer (up to a maximum of 12 weeks), taking into account the period of the Departure Reminder.</p> <p>The Supplier shall ensure that in the event of the termination of the Accommodation Agreement, the CAS-2 Resident shall be required to leave the Accommodation promptly pursuant to the process in Paragraph F4 being followed (and such termination shall give rise to a breach of conditions of the Licence).</p> <p>The Supplier shall include in the Accommodation Agreement provisions which entitle it to terminate the Accommodation Agreement in the following circumstances:</p> <ul style="list-style-type: none"> i. The CAS-2 Resident's failure to pay for the Accommodation in accordance with the Accommodation Agreement; ii. The CAS-2 Resident's unacceptable behaviour towards people or property; iii. The CAS-2 Resident's failure to comply with the conditions of the Accommodation Agreement; iv. The CAS-2 Resident ceases to be eligible for the Accommodation; v. The CAS-2 Resident commits or is charged with a criminal offence during the period of the Accommodation Agreement; vi. The CAS-2 Resident fails to comply with the conditions of the CAS-2 Resident's licence; vii. The CAS-2 Resident fails to co-operate with any support being provided; and/or viii. The CAS-2 Resident has been placed in custody or other institution by the court or police authorities. <p>The circumstances in which the Supplier shall exercise its right to terminate the Accommodation Agreement are further described in requirement F5.</p>

Service Output Group	Service
A11	<p>The Supplier shall ensure that CAS-2 Residents whose order or licence is in effect at the Service Commencement Date shall be entitled to remain in the same Accommodation until the end of their order or licence. If this is not possible, the Supplier shall manage the transfer of the CAS-2 Resident to suitable alternative Accommodation, including by:</p> <ul style="list-style-type: none"> i. obtaining the consent of the CAS-2 Resident; ii. obtaining the relevant amendments to the CAS-2 Resident's order or licence; iii. putting a new Accommodation Agreement in place; and iv. assisting with the administration of continued provision of housing benefit (where appropriate). <p>Where transfer to suitable alternative Accommodation is not possible, due to the reasons set out in F4, the Supplier shall take actions as set out in Paragraph F4.</p>
A12	<p>Community Order (CO) – (if applicable in accordance with A6)</p> <p>In relation to individuals who are subject to a Community Order, the following provisions shall apply.</p> <p>The conditions included in the CO for acceptance into the Accommodation shall include:</p> <ul style="list-style-type: none"> i. use and sleep at the specified Accommodation; and ii. comply with the conditions of the Accommodation Agreement. <p>The Supplier shall ensure that the CAS-2 Resident leaves the Accommodation promptly at the expiry of the period of the residence requirement, taking into account the period of the Departure Reminder.</p> <p>The Supplier shall ensure that in the event of the termination of the Accommodation Agreement, the CAS-2 Resident shall be required to leave the Accommodation promptly pursuant to the process in Paragraph F4 being followed (and such termination shall give rise to a breach of conditions of the Licence).</p> <p>The Supplier shall include in the Accommodation Agreement provisions which entitle it to terminate the Accommodation Agreement in the following circumstances:</p> <ul style="list-style-type: none"> iii. The CAS-2 Resident's failure to pay for the Accommodation in accordance with the Accommodation Agreement; iv. The CAS-2 Resident's unacceptable behaviour towards people or property; v. The CAS-2 Resident's failure to comply with the conditions of the Accommodation Agreement;

Service Output Group	Service
	<ul style="list-style-type: none"> vi. The CAS-2 Resident ceases to be eligible for the Accommodation; vii. The CAS-2 Resident commits or is charged with a criminal offence during the period of the Accommodation Agreement; viii. The CAS-2 Resident fails to comply with the conditions of the CO; ix. The CAS-2 Resident fails to co-operate with any support being provided; and/or x. The CAS-2 Resident has been placed in custody or other institution by the Court or police authorities. <p>The circumstances in which the Supplier shall exercise its right to terminate the Accommodation Agreement are further described in requirement F5.</p>

B – Referral and extension Process

Service Output Group	Service
B1	<p>The Supplier shall use all reasonable endeavours to provide accommodation for a CAS-2 Resident in the area identified in the referral without delay and will make an offer to a CAS-2 Resident of Accommodation within the following timeframes:</p> <ul style="list-style-type: none"> i. for referrals of Bailees coming from Court, one (1) hour from receipt of the completed referral; ii. for referrals of Bailees from prison, one (1) Working Day from receipt of the completed referral; iii. subject to iv. below, for referrals of CAS-2 Residents subject to HDC, three (3) Working Days from receipt of the completed referral; iv. for released CAS-2 Residents subject to HDC who lose their accommodation post – HDC release, one (1) hour from receipt of the referral; v. for referrals of CAS-2 Residents who are part of the ATCR, HCRD and referrals from Approved Premises, three (3) Working Days from receipt of the completed referral; vi. for referrals of CAS-2 Residents considered for Recall; one (1) hour from receipt of the completed referral; and <p>Referrals to CAS-2 will be made by Prison or Probation staff in accordance with the CAS-2 Policy Framework.</p> <p>The Supplier shall ensure that for any offer accepted, that provision is in place for the individual to commence residence in the Accommodation no later than one (1) Working Day from receipt of the completed referral. The Supplier shall, work with the Referrer to ensure the individual commences residence as soon as possible.</p> <p>The Supplier will ensure a record of date and time of receipt is recorded and accessible to the Authority to validate the date and time of receipt of all referrals and accommodation offers, be they incomplete, partially complete or with outstanding questions.</p>
B2	<p>When requested by the Referrer, the Supplier shall complete an assessment of the suitability of any proposed Accommodation, as prescribed by the Authority, to ensure that a CAS-2 Resident is not placed into Accommodation with someone with whom it is not appropriate for them to share.</p>
B3	<p>When requested by the Referrer, the Supplier shall complete an assessment of the suitability of any proposed Accommodation, as prescribed by the Authority, to ensure that an Incoming CAS-2 Resident is not placed into Accommodation which does not suit their accessibility requirements.</p>
B4	<p>If the CAS-2 Resident has a current allegation or conviction in relation to Domestic Abuse and the Supplier has concerns about the CAS-2 Resident's behaviour or the Incoming CAS-2 Resident fails to arrive or use the Accommodation; the Supplier shall</p>

Service Output Group	Service
	immediately alert the local Domestic Abuse unit operated by the police or other relevant authority by means of a risk alert and thereafter complete a Section 9 Witness Statement, if required by the police.
B5	<p>The Supplier shall only allow CAS-2 Residents on HDC to use the Accommodation following the expiry of their HDC if authorisation for an extension to stay is given, in writing, by the Authority and only by individuals with the following roles:</p> <ul style="list-style-type: none"> i. Senior Responsible Officer; ii. Senior Contract Manager; iii. Contract Manager; <p>The authorisation will be at the absolute discretion of the Authority.</p> <p>The Supplier shall ensure that its requests in respect of HDC extension cases shall be submitted to the Authority by no later than 15:00 on a Friday (unless the Friday is not a Working Day in which case the request shall be made on the next Working Day) and the Authority shall use reasonable endeavours to provide a response no later than 17:00 on the next Working Day after the request.</p>
B6	The Supplier shall agree with the Authority in advance of the Service Commencement Date the referral process which will capture the Management Information.
B7	<p>Notwithstanding any of the timescales set out in this Schedule 1, the Supplier shall ensure that the Supplier Referral Team are available for service delivery and for the Authority to contact at the following times;</p> <ul style="list-style-type: none"> i. Monday to Friday 08:00-17:00 ii. Saturday 08:00-13:00

C – Supported Accommodation

Service Output Group	Service
C1	<p>The Supplier shall ensure that:</p> <ul style="list-style-type: none"> i. each property that is used by the Supplier as Accommodation meets the requirements specified in section G of this Schedule and is Approved by the Authority in advance of it being made available to CAS-2 Residents; and

	<ul style="list-style-type: none"> ii. a copy of the Bail Order, Home Detention Curfew licence, Standard Licence or Court Order conditions (as applicable) for each CAS-2 Resident is obtained and retained within one (1) Working Day of the commencement of the stay in the Accommodation by the CAS-2 Resident.
C2	<p>The Incoming CAS-2 Resident is expected to arrive at the Accommodation for induction by the Supplier in accordance with its obligations in this Contract at the date and time:</p> <ul style="list-style-type: none"> i. specified in the Bail Order for Bailees; ii. agreed between the Referrer and the Supplier for CAS-2 Residents other than Bailees; or iii. if no such date and time is specified or agreed pursuant to i) or ii), the Supplier shall use all reasonable endeavours to agree a date and time with the Incoming CAS-2 Resident that satisfies any requirements to which the Incoming CAS-2 Resident is subject. <p>The Supplier shall undertake a face-to-face induction meeting with the Incoming CAS-2 Resident on arrival at the Accommodation where the Incoming CAS-2 Resident arrives before 22:00 hours. Where an Incoming CAS-2 Resident has not arrived by 22:00, the Supplier will work to the late arrivals policy which has been agreed with the Authority in writing prior to the Service Commencement Date.</p> <p>The Supplier shall provide credible plan to the Authority addressing how it will induct Incoming CAS-2 Residents on weekends.</p>
C3	<p>At the induction meeting held between the Supplier and Incoming CAS-2 Resident, the Supplier shall provide the Incoming CAS-2 Resident with the facilities and information required to use the Accommodation as set out in Paragraph G10, including as a minimum:</p> <ul style="list-style-type: none"> i. a full tour of the Accommodation; ii. keys to access the Accommodation; iii. a copy of the Accommodation rules and conditions of residence including payment of charges; iv. essential contact points and local information, and; v. Provision for specific groups younger people, females, transgender, people with disabilities and specific guidance as relevant e.g.– H&S guidance etc. <p>Female residents shall be offered all support sessions by female personnel as standard. A male can provide support if requested by the female resident or if prior approval is granted by the Authority.</p>

C4	<p>The Supplier shall ensure that CAS-2 Residents are provided with assistance to maintain occupancy of the Accommodation, including compliance with the conditions of residence, as follows:</p> <ul style="list-style-type: none"> i. during the induction meeting, the Supplier shall inform the CAS-2 Resident of the conditions of residence. The CAS-2 Resident's understanding shall be confirmed and the Supplier shall use all reasonable endeavours to ensure an Accommodation Agreement prepared by the Supplier shall be signed by the CAS-2 Resident at that meeting and the Supplier shall retain a copy in the Supplier's records; ii. the Supplier and CAS-2 Resident shall produce a plan within seven (7) calendar days of the CAS-2 Resident arriving at the Accommodation that details the CAS-2 Resident's current accommodation status and sets out the actions required to enable the CAS-2 Resident to try to secure Settled Accommodation before completion of their residency at the Accommodation. This shall be known as the Accommodation Plan and shared with residents the Responsible Officer; iii. during the induction meeting the Supplier shall ensure that the CAS-2 Resident is informed of their payment obligations and other terms of the Accommodation Agreement, entitlement to Housing Benefit or an equivalent social security benefit and other relevant benefits, in addition to the conditions of their Bail Order, HDC or Licence, including the consequences of a breach of their Bail Order, HDC or Licence; iv. the Supplier shall establish as soon as reasonably practicable, in conjunction with the CAS-2 Resident's Responsible Officer, whether the CAS-2 Resident has Settled Accommodation to move on to after their residence in the Accommodation, and what type of support will be required to facilitate that move; and; v. following on from the induction meeting, the Supplier shall continue to provide support to the CAS-2 Resident: <ul style="list-style-type: none"> a. in engaging with community support services; b. in applying for benefits from the relevant authorities, including Housing Benefit or an equivalent social security benefit; and c. by using reasonable endeavours to ensure that Housing Benefit or an equivalent social security benefit are made direct to the Supplier.
C5	<p>Where Accommodation is deemed by the Authority or the Supplier to be unsafe according to the standards set out in this Schedule or the CAS-2 Resident is deemed by the Supplier to be subject to a threat of harm due to the nature of their offence or location of the Accommodation, the Supplier shall use all reasonable endeavours to move the CAS-2 Resident at the cost of the Supplier to suitable alternative Accommodation within six (6) hours of the original Accommodation being deemed to be unsafe or the threat of harm being identified, and until the earlier of (i) the end of the Accommodation Agreement, (ii) the termination of the Accommodation Agreement in accordance with its provisions, (iii) the Accommodation is no longer deemed unsafe by the Authority or the Supplier, or (iv) the CAS-2 Resident is no longer considered by the Authority or the Supplier to be subject to a threat of harm.</p>

	<p>If these circumstances arise, the Supplier shall comply with the detailed plan that has been approved by the Authority prior to the Service Commencement Date for how the Supplier shall manage the different circumstances in which the needs for alternative accommodation arises and how the Supplier shall provide such alternative accommodation which shall include as a minimum complying with the following principles:</p> <ul style="list-style-type: none"> i. the Supplier shall use all reasonable endeavours to obtain permission from the Court (for Bailees), the Prison Governor or Probation provider (for CAS-2 Residents subject to HDC), or the Responsible Officer (for CAS-2 Residents who are subject to a Standard Licence) to move the CAS-2 Resident to the alternative Accommodation; ii. if the Court, Prison Governor, Probation provider or Responsible Officer (as applicable) is not available and permission cannot be obtained, the Supplier shall inform the police of its intention to move the CAS-2 Resident to alternative Accommodation and comply with their directions; iii. if the CAS-2 Resident is subject to Electronic Monitoring, the Supplier shall inform the relevant Electronic Monitoring Supplier immediately of the address of the alternative Accommodation which is required to be suitable for Electronic Monitoring; iv. the Supplier shall brief the CAS-2 Resident and assist them in obtaining a variation of the terms of their Bail Order, Licence, HDC, to reflect the change in Accommodation; and v. where a CAS-2 Resident refuses to move to the alternative Accommodation, the Supplier shall withdraw the offer of alternative Accommodation and place the CAS-2 Resident in breach of their conditions of Bail, HDC, or Licence and inform the following parties immediately: <ul style="list-style-type: none"> a. the relevant Responsible Officer (Police for Bailees; Probation for all others);-and b. for CAS-2 Residents subject to Electronic Monitoring, the relevant Electronic Monitoring Supplier.
C6	<p>The Supplier shall establish an effective process to ensure that payment in respect of a CAS-2 Resident's stay at the Accommodation is paid by the CAS-2 Resident or the relevant welfare authority. The Supplier shall use all reasonable endeavours to recover all payments which may be due under the Accommodation Agreement. The supplier shall assume financial risk for the non-recovery of <u>such payments</u>.</p> <p>If a CAS-2 Resident fails to make payment within the period set out in the Accommodation Agreement, the Supplier may terminate the applicable Accommodation Agreement. The Supplier shall take all necessary actions to remove a CAS-2 Resident from the Accommodation following notification of termination of the Accommodation Agreement including, if required, taking appropriate court action.</p> <p>Where the failure to make payment is due to a failure in the proper administration of Housing Benefit or other social security benefits to which the CAS-2 Resident is entitled (including by a Local Authority or the Department of Work and Pensions) and such failure is outside the control of the CAS-2 Resident, the Supplier shall use reasonable endeavours to resolve such issues before terminating the CAS-2 Resident's Accommodation Agreement.</p>

C7	<p>The Supplier may allocate a mix of Bailees, CAS-2 Residents on Standard Licence, CAS-2 Residents subject to HDC of the same gender to the same Accommodation.</p> <p>The Supplier shall ensure that the mix of CAS-2 Residents in each Accommodation property maximises a CAS-2 Resident's opportunity to benefit from the services offered and minimises the risk of harm to CAS-2 Residents and any other person. The Supplier may vary the gender designation of a property forming part of the Accommodation, with the Approval of the Authority in order to maximise occupancy levels.</p>
C8	<ul style="list-style-type: none"> i. The Supplier shall visit and maintain a record of visits to each Accommodation property (both vacant and occupied): on at least two (2) separate occasions per week to check the Accommodation in general including the communal areas; and ii. where there are three (3) or more CAS-2 Residents in a single Accommodation property, on at least three (3) separate occasions per week.
C9	<p>The Supplier shall make and maintain a record of unannounced visits to each occupied Accommodation property, on a minimum of a weekly basis, when there is any Cause for Concern. An unannounced visit under this paragraph may also be treated as a visit for the purpose of paragraph C8 provided it also meets the requirements of C8. For the purpose of this paragraph C9, "Causes for Concern" includes:</p> <ul style="list-style-type: none"> i. concerns over compliance with Bail Order, Licence or HDC conditions; ii. concerns regarding the behaviour of a CAS-2 Resident; iii. unauthorised visitors; and iv. complaints from neighbours or local representative e.g. MP / Councillor. <p>Where during the hours of 10pm to 7am (including weekends) the Supplier has a reasonable suspicion of any breaches of any conditions to which the CAS-2 Resident is subject (including the terms of the HDC licence, Standard licence, Post Sentence Supervision, Bail Order, Accommodation Agreement and/or other rules applicable to the Accommodation), the Supplier may request reimbursement of its legitimate costs only (such as actual costs incurred for staff overtime payment) any costs requested will be subject to prior approval at the sole discretion of the Authority.</p>

C10	<p>The Supplier shall prompt CAS-2 Residents not in receipt of Housing Benefit or an equivalent social security benefit for payment of the cost of Accommodation under the Accommodation Agreement each time the Supplier visits the Accommodation, and the Supplier shall trigger the accommodation charge recovery procedure as set out in this paragraph when appropriate. The Supplier may enter into a formal arrear's repayment arrangement with the CAS-2 Resident. Trigger points for the procedure to recover Accommodation charges from a CAS-2 Resident shall be as set out below and any procedure for recovery shall be documented and signed by the Supplier and the CAS-2 Resident which then acts as a formal reference point for the progression of any legal action the Supplier may take.</p> <table><tr><th>Stage</th><th>Arrears Level</th><th>Action</th></tr><tr><td>1</td><td>1 week</td><td>1st Letter</td></tr><tr><td>2</td><td>2 weeks</td><td>Interview and 2nd letter</td></tr><tr><td>3</td><td>3 weeks</td><td>Final warning and 3rd letter</td></tr><tr><td>4</td><td>4 weeks</td><td>Termination of Accommodation Agreement</td></tr></table>	Stage	Arrears Level	Action	1	1 week	1 st Letter	2	2 weeks	Interview and 2 nd letter	3	3 weeks	Final warning and 3 rd letter	4	4 weeks	Termination of Accommodation Agreement
Stage	Arrears Level	Action														
1	1 week	1 st Letter														
2	2 weeks	Interview and 2 nd letter														
3	3 weeks	Final warning and 3 rd letter														
4	4 weeks	Termination of Accommodation Agreement														
C11	<p>Any service charges payable to the Supplier by the CAS-2 Resident shall not exceed [£15] per week. The Authority shall not be liable for any unrecovered service charges.</p>															

D – Support Service

Service Output Group	Service
D1	The Supplier shall agree with the Authority in advance of the Service Commencement Date and comply with its medical needs assessment policy to address medical emergencies and immediate medical needs designed to ensure the welfare and safety of each CAS-2 Resident.
D2	<p>The Supplier shall within one (1) Working Day record in writing, and notify the Authority in writing, of the occurrence of any of the following incidents, with the exception of death and/or injury of a CAS-2 Resident at any Accommodation (where the obligation shall be immediate):</p> <ul style="list-style-type: none"> i. where a CAS-2 Resident is admitted to hospital; ii. where a CAS-2 Resident is subject to medical care and subsequently requires minor adjustments to be made to their Accommodation before the CAS-2 Resident returns; or iii. where a CAS-2 Resident has medical needs, which have not resulted in a visit or admission to hospital but did result in police involvement. <p>All notifications shall also be captured in the Management Information provided by the Supplier to the Authority.</p>
D3	<p>The Supplier shall support CAS-2 Residents who have not found Settled Accommodation at the termination date of their Bail Order, agreed period of residency, or HDC period, including by:</p> <ul style="list-style-type: none"> i. continuing to deliver existing support services required under this Contract until the CAS-2 Resident leaves the Accommodation; ii. allowing the CAS-2 Resident to remain at the Accommodation for up to seven (7) calendar days following the termination date of the applicable Bail period, HDC or (as the case may be) as referred to in Paragraph A7, unless otherwise recalled to custody or the CAS-2 Resident's right to remain in the Accommodation is otherwise terminated (any CAS-2 Resident who remains in the Accommodation after this period shall be classed as an Over-Stayer); and iii. for a CAS-2 Resident on HDC, liaising with the Responsible Officer to ensure that the CAS-2 Resident leaves the Accommodation as soon as possible.
D4	To meet the specific needs of CAS-2 Residents who are women and the recommendations of the Baroness Corston Review of March 2007 (Baroness Corston Review), the Supplier shall use all reasonable endeavours to provide the following as a minimum:

Service Output Group	Service
	<ul style="list-style-type: none"> i. services to women will be delivered by the Supplier's Personnel who are appropriately trained to be able to deliver the Services to women, including engaging with appropriate women specific agencies and specialist services for those who are sex workers or have experienced Domestic Abuse and/or sexual violence; and ii. female Supplier Personnel, if requested by a CAS-2 Resident, to conduct the induction in accordance with D2 – D4 of this Schedule.
D5	<p>The Supplier shall use all reasonable endeavours to ensure that the safety and wellbeing of CAS-2 Residents is safeguarded including:</p> <ul style="list-style-type: none"> i. no person under the age of 18 years is living at or visiting the Accommodation – other than where permitted under Paragraph A2; ii. no adult who poses a risk to the CAS-2 Resident (including a partner in a Domestic Abuse situation) is visiting or staying at the Accommodation; iii. the CAS-2 Resident is protected from bullying or any form of abuse, the requirements for which are set out in F6, F8 and F9 of this Schedule.
D6	<p>If the CAS-2 Resident has a current allegation or conviction in relation to Domestic Abuse and:</p> <ul style="list-style-type: none"> i. the Supplier has concerns about the behaviour of the CAS-2 Resident or ii. the CAS-2 Resident fails to arrive or use the Accommodation, <p>the Supplier shall alert the local nominated Domestic Abuse unit by means of a risk alert and the Supplier may be required to complete a Section 9 Witness Statement and forward it to the police immediately within 24 hours and follow action outlined in B4.</p>
D8	<p>Parents and Children</p> <p>The Services shall be provided in a way which will enable any child of a CAS-2 Resident to be reunited with that CAS-2 Resident where it is in the child's best interest. The Supplier shall ensure that the Accommodation will be suitable for any dependent children and will be a single unit dedicated for the family's sole use. The Supplier shall use all reasonable endeavours to ensure that the Accommodation addresses any safeguarding children issues of which the Supplier is aware and any notified to the Supplier, which the Supplier shall in any event notify to the relevant Local Authority.</p>
D9	<p>The Supplier shall make reasonable endeavours to ensure that the exit questionnaire which has been Approved by the Authority prior to the Service Commencement Date shall be completed by every CAS-2 Resident on leaving Accommodation and shall be</p>

Service Output Group	Service
	used to ensure continuous improvement of Services. The results of the exit questionnaire shall be shared with the Authority in six (6) Monthly intervals. The first results to be presented six (6) Months from the Service Commencement Date.
D10	<p>The Supplier shall use all reasonable endeavours to move-on each CAS-2 Resident to suitable Settled Accommodation at the earliest opportunity (and, in any event, by the expiry of the relevant timescales set out in A7) and in accordance with its obligations in this Service Specification.</p> <p>Settled Accommodation means as a minimum:</p> <p>(i) any accommodation that provides a permanent independent housing solution including as owner occupier; tenant in a tenancy available for a minimum 3 month period; living as part of a family where the CAS-2 Resident is able to reside in that home permanently and is able to return to that home; living with a friend with a bedroom available for the CAS-2 Resident and access to domestic facilities; a caravan or boat that is viewed by the CAS-2 Resident as a permanent home;</p> <p>(ii) supported housing provided by an accredited housing agency that is provided for a minimum 3-month period and includes support for the CAS-2 Resident in relation to moving to a permanent independent housing solution;</p> <p>For the purposes of this Schedule 1 (Service Specification), supported housing shall include the CAS-2 Resident obtaining:</p> <ul style="list-style-type: none"> a. housing with support from an accredited housing agency; b. emergency or direct access (if stop-gap awaiting assessment of housing duty owed by Local Authority or offer of Settled Accommodation); c. asylum seeker accommodation; d. Approved Premises as defined under the Offender Management Act 2007 (Approved Premises) Regulations 2014 (SI 2014/1198); e. temporary accommodation including at a B&B as an interim measure where Settled Accommodation is pending agreement; f. a detox or medical facility space where responsibility for move-on will be picked up. <p>The following shall render the Accommodation unsuitable for a CAS-2 Resident prior to completion of that CAS-2 Resident's Bail, HDC or Standard Licence (as the case may be):</p>

Service Output Group	Service
	<ul style="list-style-type: none"> a. the Accommodation is in an excluded area as defined by the court or the relevant Local Authority; b. the Accommodation is in too close a proximity to a victim relating to the CAS-2 Resident's case as stated in any professional risk assessment; c. there is a risk of harm to the CAS-2 Resident as identified by the CAS-2 Resident; d. there is a risk to the CAS-2 Resident of a development of criminogenic lifestyle, which includes the Accommodation being located in an area of known drug dealing; and e. the Accommodation is in poor condition e.g. unsafe/insecure, lacking normal amenities, utilities, heating, poor accessibility and/or is overcrowded.
D11	The Supplier shall participate in multi-agency and planning conferences where requested for women with high needs (including of CAS-2 Residents subject to HDC or Standard Licence).
D12	The Supplier shall demonstrably work to support any CAS-2 Resident that is an Over-Stayer to leave the Accommodation, taking all reasonable steps to facilitate this.

E – Further Support Services

Service Output Group	Service
E1	<p>The Supplier shall provide individual support to each CAS-2 Resident in accessing a range of community based and specialist support services to assist the CAS-2 Resident with integration, and to remain, effectively in the community. The Supplier shall as a minimum:</p> <ul style="list-style-type: none"> i. during the induction meeting or as soon as reasonably practicable thereafter, prepare and use all reasonable endeavours to agree with the CAS-2 Resident a plan (which may vary over the period on bail and/or be subject to additional mandatory support sessions set by the Court) ("Support Plan") based on an assessment of the CAS-2 Resident's needs, to identify: <ul style="list-style-type: none"> a. which community - based and specialist support services are required to support identified needs; b. the need for Settled Accommodation; and c. the CAS-2 Resident's own goals and concerns. ii. use all reasonable endeavours to ensure that the CAS-2 Resident signs the Support Plan at the induction meeting or as soon as reasonably practicable thereafter and a copy is retained by both the CAS-2 Resident and Supplier; iii. use all reasonable endeavours to ensure that the CAS-2 Resident complies with the Support Plan; iv. use all reasonable endeavours to ensure that the CAS-2 Resident has access to identified community-based and specialist support services to address any of the following: <ul style="list-style-type: none"> a. training and/or employment; b. drug and alcohol services; c. medical and health services; d. specialist advice, including debt advice; e. relationship support, f. Regional Partnership Managers from the Department for Work and Pensions (accessed through the Suppliers national partnership with the department), and; g. other services as may be required; v. provide the following support to CAS-2 Resident in which the Supplier shall use all reasonable endeavours to ensure the CAS-2 Resident is complying with the Support Plan with a record of contact maintained by the Supplier and actions agreed with the CAS-2 Resident;

	<ul style="list-style-type: none"> a. a weekly face-to-face support session with each CAS-2 Resident of a least thirty (30) minutes; b. a weekly additional support session with each CAS-2 Resident of thirty (30) minutes, and; c. a weekly housing management support session with each CAS-2 Resident of one (1) hour; <ul style="list-style-type: none"> vi. review the Support Plan when there has been a change in circumstances and at the end of the CAS-2 Resident's Accommodation Agreement; vii. use all reasonable endeavours to ensure the CAS-2 Residents have Settled Accommodation in accordance with D10 of this Service Specification, at the earliest opportunity and, in any event, by the expiry of the relevant timescale set out in A7 including the following: <ul style="list-style-type: none"> a. identifying individual housing needs and options; b. engaging with the relevant authority housing providers to determine suitable Settled Accommodation; c. engaging with private landlords to locate suitable Settled Accommodation; d. supporting applications for housing; e. supporting applications under homelessness provisions; and f. providing advocacy in relation to Settled Accommodation. viii. assist Local Authority Children's Services department with reuniting CAS-2 Residents with their dependent children where it has confirmed in writing that a reunion is appropriate and in the dependent child's best interests.
E2	The Supplier shall support each CAS-2 Resident with any ancillary matters to aid the successful move on to Settled Accommodation including identifying rent deposit schemes.
E3	<p>To meet the specific needs of female CAS-2 Residents and the recommendations of the Baroness Corston Review, the Supplier shall provide the following as a minimum:</p> <ul style="list-style-type: none"> i. compliance with a tailored Support Plan agreed with each CAS-2 Resident based on a comprehensive assessment of need undertaken by the Supplier; ii. support access to and benefit from services which meet the CAS-2 Resident's specific needs; iii. develop links and relationships with local agencies to each property used for female residents to support the sustained provision of services to CAS-2 Residents who are women; iv. provide and support access to specialist services for CAS-2 Residents who are sex workers or have experienced domestic abuse and/or sexual violence; and v. provide any specialist services considered necessary and/or requested by a court as recorded on the referral.
E4	<p>At the expiration of the CAS-2 Resident's Accommodation Agreement the Supplier shall produce a closing summary in writing which will be recorded on file, which will detail:</p> <ul style="list-style-type: none"> i. the CAS-2 Resident's period of residence in the Accommodation

	<ul style="list-style-type: none"> ii. the support provided to and made use of by the CAS-2 Resident; and iii. a description of the behaviour of the CAS-2 Resident throughout the Accommodation Agreement.
E5	<p>The Supplier may accompany Bailees who are bailed to Accommodation away from their home area where it is felt to be appropriate.</p> <p>For Bailees who are bailed to Accommodation away from their home area, the Supplier shall pay for the travel costs of the Bailee's required attendance and return from court, where the Bailee would have to travel in excess of 1.5 hours by public transport to attend court from the Accommodation.</p> <p>Where the Bailee has additional needs as defined by the Equality Act where provision of this support could be a "reasonable adjustment", the Supplier shall pay for the travel costs of the Bailee's required attendance and return from court regardless of location of the Accommodation.</p>
E6	<p>Discretionary funds to enhance support offering</p> <p>The Supplier shall allocate a REDACTED discretionary fund per annum into its commercial model to support CAS-2 Residents ability to access engagement and employment opportunities. The Supplier shall report monthly to the SMG; monitoring the fund and its remaining budget.</p> <p>The Supplier shall allocate a further REDACTED discretionary fund per annum into its commercial model to support CAS-2 Residents ability to access move-on accommodation. The Supplier shall report monthly to the SMG; monitoring the fund and its remaining budget.</p>

F – Behaviour and Risk Management

Service Output Group	Service
F1	The Supplier shall comply with a risk framework which has been submitted to the Authority for approval prior to the Service Commencement Date to manage effectively events that increase a CAS-2 Resident's risk of offending and/or Serious Harm (Risk Framework).
F2	<p>The Risk Framework shall include as a minimum:</p> <ul style="list-style-type: none"> i. mitigation action to decrease risk to neighbours arising from CAS-2 Residents and their known and unknown visitors; ii. appropriate arrangements for liaison with the CAS-2 Resident's Responsible Officer, who will take appropriate action where a CAS-2 Resident's risk of causing Serious Harm may be escalating; iii. the CAS-2 Resident's expected standard of behaviour including in relation to each other, the public, Supplier's Personnel and any other third party; iv. expected standards of treatment of the Accommodation; v. visitors allowed to the Accommodation and consultation requirements with local police to determine any restrictions imposed on known associates of the CAS-2 Residents; vi. restrictions on use of alcohol and drugs (and drug use shall always be prohibited other than of prescription medication); vii. resolution of minor and Major Incidents (as defined in F6 of this Specification); viii. reporting and recording mechanisms of incidents (as set out F6 of this Specification) to the relevant authority including the action taken, resolution and response to incidents through the involvement of the appropriate relevant authorities including the police, emergency services and/or other relevant authorities; and ix. monitoring of Accommodation and taking appropriate out of hours action.
F3	<p>If the Supplier deems a CAS-2 Resident's behaviour to be incompatible with continued residence in the Accommodation:</p> <ul style="list-style-type: none"> i. the Supplier shall terminate the applicable Accommodation Agreement and withdraw the Accommodation from the CAS-2 Resident; ii. the incident will be treated as a breach of the Accommodation Agreement by the CAS-2 Resident; and iii. the Supplier shall promptly advise the appropriate Responsible Authority.
F4	<p>Where a CAS-2 Resident is found to be in breach of the relevant Accommodation Agreement, their Bail Order, Standard Licence or HDC, the Supplier shall take the following actions:</p> <ul style="list-style-type: none"> i. if the Supplier identifies a potential breach of a Bail Order, the Supplier shall complete a Section 9 Witness Statement and forward it to the police within twenty-four (24) hours of the Supplier becoming aware of the breach;

	<p>ii. if the Supplier identifies a potential breach of Standard Licence or HDC, the Supplier shall notify the CAS-2 Resident's Responsible Officer or in their absence the Responsible Authority within twenty (24) hours of the Supplier becoming aware of the breach;</p> <p>iii. if the potential breach is of concern to the Supplier, it may terminate the Accommodation Agreement and place the CAS-2 Resident in potential breach of their Bail Order or Standard Licence or HDC condition (in which case the Supplier shall notify the Relevant Authorities in accordance with Paragraphs F4(i) and F4(ii).</p> <p>The Supplier may accept the re-admittance of the CAS-2 Resident if the Court or Responsible Authority having considered points (i) and (ii), decide it remains appropriate. Where point (iii) is actioned, the Supplier is not obliged to provide the Services to a CAS-2 Resident unless and until there is a new and full referral of the CAS-2 Resident in accordance with this Schedule.</p>
F5	<p>If a CAS-2 Resident fails to attend a support session with the Supplier without a reasonable and acceptable explanation, the Supplier shall issue the CAS-2 Resident with a written warning and retain a record of this being issued. If the CAS-2 Resident fails to attend two (2) support sessions without a reasonable and accepted explanation, within a twenty-one (21) day period, this shall be deemed a breach of the applicable Accommodation Agreement and the Supplier shall terminate the Accommodation Agreement.</p>
F5a	<p>Withdrawal of Accommodation</p> <p>HDC / ATCR / HCRD and those subject to Standard Licence</p> <p>If the Support Officer considers that it is not appropriate to admit the CAS-2 Resident into the Accommodation at any time following the initial referral, including if the CAS-2 Resident is under the influence of alcohol then the Supplier shall procure that the Support Officer promptly contacts the relevant Electronic Monitoring Supplier or the Responsible Officer / Responsible Authority for direction, and shall comply with any such directions and that the Support Officer continues to liaise with the Responsible Officer or, if unavailable, the Responsible Authority.</p> <p>If the Support Officer has concerns regarding a CAS-2 Resident's compliance with their HDC licence or Licence, the Supplier shall procure that the Support Officer shall contact the Responsible Officer or the Responsible Authority. The option of transfer to other Accommodation shall be considered as an alternative to Recall but shall be subject to the consent of the Responsible Officer.</p> <p>Where the Supplier considers that the CAS-2 Resident poses a risk of absconding the Supplier shall inform the Responsible Officer or the Responsible Authority or the relevant Electronic Monitoring Supplier immediately. The Supplier shall not inform the CAS-2 Resident that they have reported an actual or suspected breach.</p> <p>The Supplier shall inform the police immediately where the CAS-2 Resident's behaviour poses an immediate threat.</p>

	<p>The Supplier shall notify the Responsible Officer or Responsible Authority and the relevant Electronic Monitoring Supplier when it is satisfied that the CAS-2 Resident may return to the original Accommodation or it is able to offer alternative Accommodation if the CAS-2 Resident is not recalled to prison.</p> <p>The Supplier shall ensure that the Responsible Officer or relevant Responsible Authority shall be informed of any concerns, warnings and reports of breach relating to or received by a CAS-2 Resident immediately upon becoming aware of the same by phone or if unavailable by email.</p> <p>Other reporting</p> <p>The Supplier shall ensure that the Responsible Officer shall be consulted and informed of all concerns, warnings and enforcement action in respect of a CAS-2 Resident immediately upon becoming aware of the same by phone or if unavailable by email.</p> <p>The Supplier's Personnel shall report to the police any offence or suspicions that the CAS-2 Resident may be engaged in criminal activity.</p> <p>Bailees</p> <p>The Supplier shall inform the police immediately where it is concerned for the safety of a person or property due to the conduct of a Bailee or if it believes a Bailee poses a risk of absconding. The Supplier shall not inform the Bailee that it has reported an actual or suspected breach of the Bail Order.</p> <p>The Supplier shall procure that its Support Officer shall work in partnership with the Police and Responsible Officer (where there is one), and keep them fully informed of all concerns, warnings and enforcement action in relation to a Bailee. The Supplier's Personnel shall support any process used by the Responsible Officer or Police to recall or arrest Bailee.</p> <p>If the Supplier is informed of a breach by a Bailee of the Bail Order by the Responsible Officer or Police, then the Supplier's Personnel shall provide all necessary assistance to manage this.</p> <p>The Supplier shall notify the Court when it is satisfied that the Bailee may return to the original Accommodation or are able to offer another alternative Accommodation if the Bailee is re-bailed.</p> <p>The Supplier shall ensure that the Responsible Officer (where applicable) shall be informed of any concerns, warnings and reports of breach in respect of a Bailee immediately upon becoming aware of the same by phone or if unavailable by email.</p> <p>The Supplier shall ensure that if the CAS-2 Resident is subject to Electronic Monitoring the relevant Electronic Monitoring Supplier shall be informed immediately if:</p>
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	<ul style="list-style-type: none"> i. the CAS-2 Resident has absconded; ii. the Court terminates the use of the Accommodation as a bail condition; iii. the Court varies bail to another Accommodation property in which case access shall be afforded to the relevant Electronic Monitoring Supplier to remove any of its equipment from the original Accommodation; and/or iv. and the Supplier shall comply with any agreement or protocol agreed with the relevant Electronic Monitoring Supplier. <p>The Supplier shall continue to provide the Accommodation and support services as set out in section D of this Specification, for up to two (2) Working Days following the date of a reported breach to the Police, Responsible Officer or relevant Electronic Monitoring Supplier, unless provision of the Accommodation to the relevant CAS-2 Resident has been terminated by either the Authority or Court.</p>
F6	<p>The Supplier shall comply with the incident protocol Approved by the Authority prior to the Service Commencement Date setting out reporting arrangements, quality and timeliness of required reporting in respect of incidents to meet the requirements of this Contract together with the Supplier's obligation in relation to Management Information and including:</p> <p>Major Incidents:</p> <ul style="list-style-type: none"> i. Death of a CAS-2 Resident while in receipt of the Services (or within seven (7) days of the end of the receipt of the Accommodation if the CAS-2 Resident dies within this period upon leaving the Accommodation) ** ii. Unexpected death, deliberate or accidental injury of anyone present in any Accommodation or any person involved in the provision of the Services ** iii. Evidence of anyone under 18 years old at the Accommodation other than dependent children permitted to be present** iv. Sexual assault and/or abuse including threats thereof ** v. Indecent exposure ** vi. Physical assault requiring emergency medical intervention ** vii. Racially aggravated assault and/or abuse ** viii. Serious threats of violence where a child is involved or implicated** ix. Other physical assault and/or abuse where a child is involved or implicated** x. Serious accidental injury to any person whilst at any Accommodation or any person involved in the provision of the Services and emergency medical intervention xi. CAS-2 Resident self-harm needing emergency medical intervention xii. Fire, flood, structural damage resulting in full and/or partial evacuation of the Accommodation** xiii. Other incidents resulting in evacuation or closure of Accommodation ** xiv. Attack on the Accommodation including attached by third parties such as vigilantes and/or targeted by local community xv. Bomb threat xvi. Police raid xvii. Discovery of firearms and/or other weapons (including swords and knives)

	<p>xviii. Discovery of drugs, or drug related activity including the supply and/or manufacture of drugs</p> <p>xix. Arrest on criminal charges in relation to an incident involving CAS-2 Resident(s), the Supplier's Personnel or any Accommodation **</p> <p>xx. Serious anti-social behaviour involving CAS-2 Resident (s) at or close to any Accommodation</p> <p>xxi. Attempted suicide or threat thereof</p> <p>xxii. Arrest of a member of the Supplier's Personnel on duty or in relation to work issues</p> <p>xxiii. Targeted criminal activity on a property and/or CAS-2 Residents (e.g. "Cuckooing")**</p> <p>Other Reportable Incidents:</p> <ul style="list-style-type: none"> i. Serious threats of violence ii. Other physical assault and/or abuse iii. Verbal assault and/or abuse iv. Other abuse including bullying, neglect and/or financial abuse and/or malicious communication v. Minor injuries (not cuts and bruises) in the Accommodation or when conducting the supplier's business only vi. Other fire, floor and/or structural damage to the Accommodation vii. Vandalism and/or criminal damage to the Accommodation viii. Alleged theft, including of property of another CAS-2 Resident or the Supplier ix. Evidence of overnight guests at the Accommodation <p>For those marked with ** the Supplier shall ensure a case review will be undertaken and reported to the Authority within twenty eight (28) days of the incident occurring provided that the Supplier shall in any event comply also with the notification requirements set out in D2 of this Specification.</p> <p>Breach:</p> <ul style="list-style-type: none"> i. Where an Accommodation offer has been withdrawn. ii. Where a Section 9 Witness Statement to police has been made and the Supplier has terminated the relevant Accommodation Agreement, placing the CAS-2 Resident in breach of their Bail Order conditions. iii. Notification to a Responsible Officer of the Supplier terminating the relevant Accommodation Agreement with a CAS-2 Resident.
F7	<p>Complaints</p> <p>The Supplier shall comply with the complaint's procedure Approved by the Authority prior to the Service Commencement Date. In accordance with the terms of this Contract, the Supplier shall report to the Authority:</p> <ul style="list-style-type: none"> i. Timeliness of response of each complaint by a CAS-2 Resident

	<p>ii. Status of each complaint by a CAS-2 Resident</p> <p>The Supplier shall provide promptly to the Authority on request full details in writing of any complaints made by a CAS-2 Resident in respect of the Services and the Supplier's response.</p>
F8	<p>In relation to any CAS-2 Resident, the Supplier shall have the right to terminate an Accommodation Agreement and/or, for CAS-2 Residents on Bail; terminate support services with immediate effect where the CAS-2 Resident poses a risk to themselves, other CAS-2 Residents, the Supplier's Personnel or the public.</p>
F9	<p>Out of Hours Support</p> <p>The Supplier shall have in place, at all times including outside its normal business hours on each day of the year, arrangements to enable a duty manager or other equivalent member of the Supplier's Personnel to deal with any event or circumstance arising out of or relating to the Services or this Contract which requires an immediate action or response:</p> <ul style="list-style-type: none"> i. to mitigate risk of Serious Harm; ii. to safeguard data and all other information which the Supplier is required to produce and/or maintain under this Contract; and iii. to respond effectively to an emergency or contingency event;

G – Property Procurement and Provision

Service Output Group	Service
G1	The Supplier shall provide five hundred and fifty (550) Bed Spaces across England, and Wales, in accordance with the requirements in this Contract. A range of size of Accommodation will be required from properties with one (1) Bed Space up to properties with a maximum four (4) Bed Spaces. Each Accommodation unit shall be dedicated to single gender usage.
G2	<p>Accommodation units may be varied between male and female or transgender where demand dictates provided the Supplier obtains Approval from the Authority and that a minimum of 10% of total Bed Spaces shall be kept exclusively for women and a minimum of 1 accommodation site in each Probation Division.</p> <p>The Supplier shall ensure that a maximum of one hundred (100) (or such other number as the Parties may agree) Bed Spaces of the 550 Bed Spaces shall be available for the ATRC and HDCC cohorts unless the Authority determines on notice to the Supplier that more Bed Space provision is required for other eligible core cohorts as set at A6 of this Schedule.</p>
G3	Where the Supplier is required to provide Accommodation suitable for a family in accordance with A2 of this Schedule, the Supplier shall not allocate any other CAS-2 Residents and/or Incoming CAS-2 Residents into the same Accommodation.
G4a	<p>As a minimum, the Supplier shall ensure that the Accommodation complies with Decent Home Standards published by the Ministry of Housing, Communities and Local Government from time to time, including by undertaking necessary:</p> <ul style="list-style-type: none"> i. repairs and maintenance to furnishings, including replacements; ii. repairs and maintenance of internal fixings and decoration; iii. repairs and maintenance of the Accommodation or ensuring the landlord or owner of the Accommodation (if that is not the Supplier) does so; and iv. routine maintenance of external fixings and areas, including lawned areas, driveways and public rights of access routes. The Supplier shall ensure that this is completed at a required frequency sufficient to ensure the Accommodation meets or exceeds the standards of the properties in the immediate area. <p>Any gardens at the Accommodation shall be secured by the Supplier by fencing and/or walls, clear of rubbish and there should be no debris that could cause harm including broken glass and potential weapons.</p> <p>The Supplier shall procure that:</p> <ul style="list-style-type: none"> i. kitchens are clean and safe;

Service Output Group	Service
	<ul style="list-style-type: none"> ii. doors are intact; iii. cookers and ovens are clean; and iv. bathrooms are free of mould and mildew and well ventilated.
G4b	<p>The Supplier shall ensure that the Accommodation is suitable, furnished accommodation of the type and location agreed with the Authority in writing. The Supplier shall ensure that Accommodation:</p> <ul style="list-style-type: none"> i. has a separate lockable bedroom for each CAS-2 Resident; ii. contains furnishings as advised by the Authority at G10; and iii. complies with all relevant Law. <p>The Supplier shall ensure that at least one Bed Space in every Probation region shall be an Accessible Bed Space. Notwithstanding any other requirement set out in this Contract an Accessible Bed Space shall;</p> <ul style="list-style-type: none"> i. be fully wheelchair accessible; ii. have wheelchair accessible communal areas; iii. have wheelchair accessible washroom facilities; <p>The Supplier shall consider the location of an Accessible Bed Space, the local transport links and services available in the area to ensure that they are suitable for an Accessible Bed Space.</p>
G4c	<p>In addition to G4a and G4b, the Supplier shall ensure that the Accommodation meets the following standards as set out by the Supplier during the bidding phase, including as a minimum;</p> <ul style="list-style-type: none"> • Compliance with the Housing Act 1985 and the Homes (Fitness for Human Habitation) Act 2018 • Property has adequate and safe lighting provision, whether natural or artificial. • Property has adequate, safe supply of electricity, water, gas, and other utilities and is fully compliant with all relevant regulatory bodies. • Interlinked smoke and heat detectors in place. • Compliance with Regulatory Reform (Fire Safety) Order 2005, the Fire Safety Act 2021, and British Standard BS 7232 – 6:2019 in relation to fire protection measures • Property is adequately ventilated throughout. • No paraffin or bottled gas fed heating systems. • Adequate notices in prominent places setting out action to be taken in the event of fire and identifying all emergency exits.

Service Output Group	Service
	<ul style="list-style-type: none"> • All windows adequately glazed and ventilated in accordance with Building Regulations. • Hygienic, easy to clean and moisture resistant floor coverings in kitchens and bathrooms. • Repairs to the property, fixtures, or fittings as relevant carried out within stipulated timescales. • Property maintained to a high standard for occupancy by any person. • Maintained garden, including excessive weeds removal, cutting back of trees at boundaries, any rubble/debris. • Temporary fixings, drawings and cobwebs will be removed from walls. • Sinks, worktops, fridges, cookers, and bathroom appliances will be cleaned. • Painted walls and ceiling will be free of stains, marks and discolouration with walls wiped down or marks painted over as appropriate. • All doors will open/close correctly and have door furniture. • Door holes up to 10cm will be filled and doors replaced for 10cm+ holes. • Worktops in a poor condition will be replaced. • Walls and ceilings will be free from signs of damp or condensation. • All kitchen and bathroom taps will work correctly and not be dripping. Sinks and baths will have plugs. • Baths and shower trays will be in a good condition, not be cracked or broken. • Toilets will be a good condition, flush, not be cracked, stained, or broken and will be firmly fixed to the floor. • Gardens kept maintained and tidy and free from rubbish. • Garden maintenance will undertake a schedule of garden maintenance between April and October each year (frequency will vary depending on the extent of the property's external space i.e. at least three times where the external space is extensive). • Window and window frame cleaning will be undertaken bi-annually. <p>Storage:</p> <ul style="list-style-type: none"> • Adequate cleaning equipment will be available, including mops and buckets. • Cleaning fluids will be stored safely if the property is occupied or visited by young children or vulnerable adults. • For family housing, the provision of additional furniture and equipment relevant to the needs of the family along with the fitting of protective equipment such as stairgates, cupboard locks, socket coverings and window restraints (where fittings are not permanent they are to be held in storage until required for use).

Service Output Group	Service
G5	<p>The Authority will approve sourcing areas for new Accommodation on the basis of representations made by the Supplier and Bi-Annual Property Review. It is expected that there will be national coverage with every Probation division having Accommodation located within it.</p> <p>The Authority's approval of Accommodation will be based on a range of factors which may include:</p> <ul style="list-style-type: none"> i. geographic location and demand for CAS-2 services; ii. compliance with the requirements of this Contract; iii. suitability based on neighbouring features / amenities / facilities; iv. suitability based on features of Accommodation (e.g. accessibility).
G6	<p>The Supplier shall ensure that all new Accommodation shall be procured in line with protocols previously agreed with the Authority and set out in G5 of this Schedule, with the relevant Local Authority and the Police, and in consultation with Probation. The Supplier shall obtain the Authority's Approval to new Accommodation before it is used for the Services (with justification given for any refusals). The Supplier acknowledges and agrees that in addition to obtaining the Authority's Approval for any new Accommodation, the police may also veto any proposed new Accommodation. The supplier shall provide the Authority with confirmation of its intent to commence services from the address no later than 10 days before.</p>
G7	<p>The Supplier shall ensure that Accommodation shall not be allocated to the CAS-2 Resident where it is aware that planned events may affect the Accommodation, including building works if such events would require CAS-2 Residents to be relocated. The Supplier shall repair and maintain the Accommodation to a standard compliant with those for disrepair and maintenance under the Landlord and Tenant Act (1985) and Defective Premises Act (1972) and which shall include:</p> <ul style="list-style-type: none"> i. arrangements for emergency temporary accommodation as set out in C5 within this Schedule; and ii. conducting an individual needs assessment on each CAS-2 Resident to identify any individual requirements.
G8	<p>Where any Bed Space is permanently or are temporarily below the standards set out in G4 and G4a of this Schedule the Supplier shall temporarily withdraw the Bed Space(s) from use and shall, at its cost, address the issues within the following times:</p> <p>Category 1 – Bed Space that requires minor redecoration and/or basic repairs, (including door frame replacement and/or repair, replacement doors, lock changes and/or repairs, missing furniture, electrical socket repair, light socket repair) may be unavailable for a period of up to seven (7) calendar days, regardless of the cause of the repair</p>

Service Output Group	Service
	<p>Category 2 – Bed Space that is impacted by communal facility, general property refurbishments or substantive repairs, which are outside the scope of Category 1 may be unavailable for a period of up to twenty-eight (28) calendar days, or for the duration of a residence of a family for exclusive use as set out in D8</p> <p>Category 3 – Where the risk profile of any Accommodation has increased to a level where the Authority agrees with the Supplier in writing that a temporary closure is necessary pending a review of the long-term continuation of that Accommodation for the purposes of this Contract then the period for this Category 3 approval shall be up to eighteen (18) weeks, including category repairs described above in G8.</p> <p>For Category 2 and 3 instances, a plan must be produced by the Supplier and sent to the Authority within 7 days for its approval that clearly sets out:</p> <ul style="list-style-type: none"> i. why the Bed Space(s) are not ready for use; ii. the Category the Supplier has attributed; iii. the date the Bed Space(s) are expected to be brought back into use; iv. details of the required works the Supplier is organising to bring the Bed Space(s) back into use; <p>Any plan received outside of the 7-day period will be deemed as being treated as a Category 1 issue.</p> <p>The Authority will consider the plan and will not withhold Approval unless the plan is incomplete, inaccurate, unacceptable (including a repair timeline which the Authority does not approve) or is wrongly categorised. The time approved by the Authority will become the agreed repair time. The Authority will reserve the right to visit the Bed Space(s) and verify the plan.</p> <p>For the avoidance of any doubt, any Bed Space that is not subject to Category 1, 2 or 3 as defined above shall be made available to let within 24 hours of any CAS-2 Resident leaving or property, and will otherwise be recorded as an Unavailable Bed Space</p>
G9	The Supplier shall ensure that each property has a deep clean bi-annually as part of the Suppliers planned preventative maintenance schedule.
G10	<p>The Supplier shall ensure that the following is provided at each Accommodation property as a minimum and shall be maintained in good condition. The Supplier shall replace any furniture when it fails to meet this standard:</p> <p>The Supplier shall ensure that for each Bed Space there shall be:</p> <ul style="list-style-type: none"> i. 1 single bed; ii. 1 cupboard and 1 set of drawers for storage of clothing including space for hanging clothes; and

Service Output Group	Service
	<p>The Supplier shall ensure that in each Accommodation there is a kitchen and dining area which shall include (in adequate quantities sufficient for the maximum occupancy of the Accommodation plus 1):</p> <ul style="list-style-type: none"> i. Oven and hob; ii. Washing machine; iii. Refrigerator; iv. Appliances including a kettle and toaster; v. set of saucepans and frying pan; vi. branded set of cutlery settings; vii. branded dinner set; viii. branded set of kitchen utensils; ix. branded set of glasses; x. branded washing up bowl; xi. branded set of oven trays; xii. 1 dining table xiii. 1 dining chair per CAS-2 Resident, plus one additional dining chair per property; xiv. cooking utensils / equipment (e.g. bread knife / masher); xv. tea towels; and xvi. washing up cloths. xvii. Vacuum cleaner xviii. Iron and Ironing board <p>The Supplier shall ensure that in each Accommodation there is a communal living area of each Accommodation which shall include a working television and access to at least terrestrial channels, as well as a sofa and/or armchair grouping (sufficient to seat maximum occupancy plus 1).</p> <p>The Supplier shall ensure that all Accommodation has working WIFI which can be accessed by all residents.</p> <p>The Supplier shall ensure that a working toilet, washbasin and bath and/or shower is available in each Accommodation.</p> <p>The Supplier shall ensure the following disposable items will be issued to the CAS-2 Resident upon arrival (with the same provision for any dependent children being accommodated) at the Accommodation:</p> <ul style="list-style-type: none"> i. Sheets, duvets, duvet cover, pillow; and ii. 1 bath towel and 1 hand towel.

Service Output Group	Service
	<p>The Supplier shall ensure the following additional items will be issued to the CAS-2 Resident upon arrival (and appropriate quantities of additional items provided for dependent children):</p> <ul style="list-style-type: none"> i. 1 toiletry pack, including toothbrush, toothpaste, shampoo, soap, flannel and personal hygiene and appropriate sanitary items. Underwear bottoms in a range of sizes shall also be available for female CAS-2 Residents that require them; ii. welcome food pack containing 24 hours' worth of food (48 hours of food if the CAS-2 Resident arrives on a Friday or ahead of public holidays), including sliced loaf, margarine, milk, cereal, coffee, tea bags and sugar; iii. a Smartphone with a minimum credit of £10, and; iv. where applicable (as determined by the Support Officer), a travel pass allowing the CAS-2 Resident to use the applicable public transport. <p>All rooms in the Accommodation will have flooring (carpet or vinyl), window coverings (curtains or blinds), furniture, furnishings and equipment all of which shall be maintained to a clean, undamaged standard in accordance with the requirements of this Contract.</p>
G11	<p>Where Accommodation has been subject to community or stakeholder concerns, the Supplier may request to the Authority for that Accommodation to become a "sensitive property", allowing the Supplier to accept CAS-2 Residents who are more likely to be compliant and good neighbours, but applying additional criteria for acceptance to the Accommodation. Where applying for approval from the Authority in this regard, the Supplier shall set out its reasons formally, outlining any plans to bring the Accommodation back into "standard" service which shall be reviewed by SMG or as a minimum bi-annually at the Bi-Annual Property review meeting.</p>
G12	<p>The Supplier shall ensure that each Accommodation is furnished and arranged in compliance with any applicable law, regulation, or guidance concerning COVID-19.</p> <p>The Supplier shall ensure that it has in place all procedures as may be required by any applicable law, regulation, or guidance concerning COVID-19 for each Accommodation and that such procedures are of a satisfactory standard.</p> <p>The Supplier shall manage the Accommodation in compliance with any applicable law, regulation, or guidance concerning COVID-19.</p>
G13	<p>Following the Service Commencement Date, for any Bed Space that achieves less than 65% occupancy during a Quarter, the Supplier shall set out to the Authority;</p> <ul style="list-style-type: none"> 1 – a plan to address the deficiency in occupancy, and/or; 2 – a plan to dispose of the Accommodation (if instructed to do so by the Authority in accordance with G14 of this Schedule 1).

Service Output Group	Service
G14	In all circumstances, the Authority retains the discretion to instruct the Supplier to cease using an Accommodation and/or Bed Space for any reason including but not limited to a failure to meet the requirements set out in this Schedule.
G15	<p>The Supplier shall ensure that properties Energy Performance Certificate 'EPC' rating is, at all times, compliant with the legal standard.</p> <p>Subject to any future change in legal requirements that stipulates a higher EPC rating, the Supplier shall deliver that any new properties procured, or any leases renewed shall have a EPC rating of at least a 'D'.</p>

H - Case Management

Service Group	Output	Service
H1		The Supplier shall ensure that its case management of a CAS-2 Resident will include motivating the CAS-2 Resident to engage with all relevant departments and agencies to ensure that the CAS-2 Resident is accessing the most appropriate interventions and providing a consistent view of their journey. The Supplier shall co-ordinate and liaise with the relevant departments and agencies to assist the CAS-2 Resident in this engagement.
H2		Upon written request of the Authority, the Supplier shall contribute and provide relevant input to case reports, incident reports and contribute or participate in multi-agency meetings for CAS-2 Residents.
H3		The Supplier shall ensure that its Personnel share information with Responsible Officers, Electronic Monitoring Suppliers as appropriate and in accordance with the terms of this Contract.
H4		<p>Upon written request of the Authority, the Supplier shall, within three (3) Working Days of request, inform and provide supporting evidence of: -</p> <ul style="list-style-type: none"> i. Anti-social behaviour, violent behaviour or threats of violent behaviour affecting CAS-2 Residents to the Police; ii. Persistent anti-social behaviour affecting CAS-2 Residents to the Police and local Authority; iii. Criminal activity undertaken by the CAS-2 Resident to the Police; and iv. Any risk which may endanger the CAS-2 Resident or any other person to the Police or Local Authority immediately.

I - Interfaces

The Supplier shall co-operate with the Authority and provide for the following interfaces for the purpose of taking referrals for the Services: -

Service Output Group	Service
I1	<p>Following receipt of a referral in respect of a person that meets the eligibility criteria in A1 of this schedule and does not meet the ineligibility criteria in A4 of this schedule the Supplier shall:</p> <ul style="list-style-type: none"> i. accept the referral; and ii. comply with its obligations set out in this Contract with respect to the CAS-2 Resident.
I2	<p>For the purposes of this Schedule a referral shall be in the form provided by the Supplier and approved by the Authority, and include the following information:</p> <ul style="list-style-type: none"> i. a copy of the Bail Order (including the name of the Bailee's legal representative and next court appearance date) (where applicable); ii. a copy of the HDC (where applicable); iii. a copy of the Standard Licence (ATCR / HCRD and those subject to Standard Licence) (where applicable); iv. confirmation that the CAS-2 Resident meets the eligibility criteria in this Schedule; v. for a Bailee, the Bailee's consent to share information (including personal data) with the Supplier; vi. Referrer's details, including name, position and contact details; vii. the CAS-2 Resident's details, including full name, date of birth and national insurance number; viii. details of the offence of alleged offence'; ix. a summary of unspent previous convictions; x. risk indicators; xi. where Accommodation is requested for the CAS-2 Resident's dependent child, the dependent child's details, including full name and date of birth; xii. early support need indicators; xiii. information on the CAS-2 Resident's finances / planned funding arrangements for accommodation if available or known; xiv. a monitoring form (information on religion, gender etc. to assist with the completion of the house sharing assessment); and xv. all information required to meet the requirements of Schedule 7 (Reports, Records and Management Information).
I3	<p>The Authority shall as soon as practicable, provide to the Supplier information about a CAS-2 Resident's convictions outside of the United Kingdom that the Authority receives after referral.</p>

Service Output Group	Service
I4	The Supplier shall distribute at least once a day, in the manner agreed with the Authority prior to the Service Commencement Date accurate Bed Space vacancy lists to the Single points of Contact (SPOC) notified to it by the Authority, including the Probation provider and Prison Service and any other SPOCs notified by the Authority.

Accommodation

The Supplier shall co-operate with the Authority and provide, or enable the Authority to provide, the following interfaces in relation to identifying suitable properties for Accommodation:

Service Output Group	Service
I5	<p>The Supplier shall have in place, and comply with, appropriate protocols to consult with relevant authorities, the police and the Probation provider in line with the most current relevant protocols, including those agreed between the Authority, and the Local Government Association and the National Police Chiefs Council (NPCC) to:</p> <ol style="list-style-type: none"> identify suitable property and locations for Accommodation; and remain informed about activities in a particular area which may affect the suitability of a property or location for Accommodation.
I6	<p>The Supplier shall correctly classify all Bed Spaces, Bed Spaces can only be classified as:</p> <ul style="list-style-type: none"> • Vacant: Available and Ready to Let immediately • Occupied: Has a current CAS-2 Resident subject to an Accommodation Agreement, including any Over-stayers • Categorised: A property is not in use due to its status being defined as set out in G8 of this schedule • Allocated: A named individual is due to commence service within 7 calendar days and the room is reserved for that person <p>The Supplier shall ensure that each Bed Space's classification is correct as soon as reasonably possible, and in any case no later than 22:00 on every working day.</p>

CAS-2 Resident's Arrival at Accommodation

Service Output Group	Service
I7	<p>The Supplier shall provide referring Probation providers court staff members with the following information, to be provided to CAS-2 Residents as set out in B1 of this Schedule:</p> <ul style="list-style-type: none"> i. the address details of the Accommodation allocated to the Incoming CAS-2 Resident; and ii. details of available travel links and how to reach the Accommodation from the nearest public transport station.
I8	<p>In compliance with timetables set in the B1 of this Schedule, the Supplier shall provide the officer/person completing the HDC process as set in HDC Policy Framework with the following information, to be provided to the Incoming CAS-2 Residents during the prison discharge procedure:</p> <ul style="list-style-type: none"> i. the address details of the Accommodation allocated to the Incoming CAS-2 Resident; ii. a travel warrant; iii. any request for a discharge grant (if applicable); and iv. details of available transport links and how to reach the Accommodation from the nearest public transport station.
I9	<p>The Authority or Other Suppliers acting on its behalf shall make operational arrangements to allow for sufficient time for Incoming CAS-2 Residents to be released from prison and to travel to the allocated Accommodation address to meet any curfew requirements of their Bail Orders, HDC or Standard Licence as the case may be.</p>

Liaison with the CAS-2 Residents Responsible Officer / Authority

Service Output Group	Service
I10	<p>Where a CAS-2 Resident is subject to Licence (including HDC) or supervision requirements in the community, the Supplier shall liaise with the CAS-2 Resident's Responsible Officer to:</p> <ul style="list-style-type: none">i. ensure that the CAS-2 Resident is meeting the conditions of their Licence or supervision requirements;ii. notify the Responsible Officer when enforcement action is required, including termination of the Accommodation Agreement and withdrawal of the Accommodation;iii. where required in accordance with C4 of this Schedule work to secure Settled Accommodation for the CAS-2 Resident;iv. ensure the Responsible Officer is involved at all stages and provided with a copy of all reviews and summaries.
I11	<p>Notification of a proposed termination of an Accommodation Agreement shall be referred to the supervising Responsible Officer or Responsible Authority in their absence by the Supplier at the point at which the decision to terminate is made.</p>

Liaison with Police on Breach for CAS-2 Residents on Bail

Service Output Group	Service
I12	<p>The Supplier shall have clear guidance on when to initiate breach procedures with the police in respect of CAS-2 Residents on bail, which will be agreed with the Authority prior to the Service Commencement Date and with which the Supplier shall comply. This will include failure to arrive at the Accommodation and / or absconding.</p>

Liaison with EM Provider (EMS)

Service Output Group	Service
I13	<p>The Supplier is required to have effective communication protocols in place with all Electronic Monitoring Suppliers and to comply with those protocols, to reduce the likelihood of recall to custody. The Authority shall have final sign-off of the Electronic Monitoring protocol. The protocols shall as a minimum describe:</p> <ul style="list-style-type: none"> i. arrangements for the Electronic Monitoring Suppliers to inform the Supplier of violations of a Bail Order, HDC or Licence (as the case may be); ii. the Supplier to provide weekly updates to the Electronic Monitoring Suppliers on the behaviour of CAS-2 Residents subject to Electronic Monitoring; iii. the Supplier to notify the Electronic Monitoring Suppliers of the name and contact details of the Supplier's Single Points of Contact (SPOC) and CAS-2 Resident's Responsible Officer, who shall be the direct source for communication for points i and ii above; iv. the Supplier to notify the Electronic Monitoring Suppliers if the CAS-2 Resident is moved to emergency temporary accommodation; and; v. that case management records include information about the CAS-2 Resident, notwithstanding that communication between the Supplier and the Electronic Monitoring Suppliers may be via email or telephone

Communication and Marketing

Service Output Group	Service
I14	<p>The Supplier shall design and distribute promotional material to regularly bring the Services to the attention of probation and prison staff including those working in Courts, who may refer CAS-2 Residents, and other identified stakeholders (including those identified by the Authority) in order to maximise appropriate referrals including:</p> <ul style="list-style-type: none"> i. HMCTS; ii. HM Prisons and Private Sector Prisons, and; iii. Probation Provider. <p>All promotional correspondence materials will require Authority Approval prior to use.</p>

Service Output Group	Service
I15	<p>The Supplier shall develop good working relations and provide promotional material to ensure the Services are effectively and regularly brought to the attention of Referrers and other identified stakeholders (inclusive of all CAS-2 Residents) in order to maximise appropriate referrals, including:</p> <ul style="list-style-type: none"> i. Vacancy information on a minimum of a working day daily basis to staff who may make referrals to the Services ii. Promotional material for multiple audiences, which must be approved by the Authority prior to use.
I16	<p>Media enquiries and communication:</p> <p>The Supplier shall refer any media enquiries and press releases to the Senior Contract Manager for Approval.</p> <p>The contact for the handling of media enquiries are:</p> <ul style="list-style-type: none"> i. REDACTED

Relationships / Referrals

Service Output Group	Service
I17	Left intentionally blank
I18	Support Officers shall foster and maintain effective working relationships with key local services (for example Local Housing Authorities, Clinical Commissioning Groups, DWP) as well as understanding the services provided by local third sector organisations, support groups (for example drugs / alcohol / women's groups).
I19	The Support Officer shall be responsible for ensuring that referrals as stated at I18 are followed up (as well as applications) and where blockages are experienced, work with the relevant parties to "unblock". The Support Officer will also support the CAS-2 Resident in any appeals / representations where appropriate.
I20	When Bailees are convicted the Supplier will provide pre-sentence feedback on placement progress, (such as how they behaved whilst in CAS-2) to the Pre-Sentence Report author (Probation) where possible, including for on-the-day reports. The Supplier is expected to monitor case progress and make links with local Probation teams to enable this to happen.

Service Output Group	Service
I21	<p>Vulnerable adults and children associated with the Services will be protected from actual or possible harm. Policies with the Local Authority / Authority / Police will be required from the Supplier. The policies will be agreed with the local Safeguarding Children Board and the local Safeguarding Vulnerable Adults Team and is operationally connected to both.</p> <p>Particular attention will be given to those who are victims of Domestic Abuse and ensure that any prohibited links to partners are observed and maintained</p>
I22	Links with local services for victims and perpetrators shall be established and maintained.
I23	The Supplier is required to develop links / relationships with local agencies, particularly women's community project to support the sustained provision of services for women.
I24	<p>The Supplier shall provide support to women on Bail, including but not limited by the types of intervention below:</p> <ul style="list-style-type: none"> i. Making referral to specialist support services within the community which can meet the specific criminal justice, health, housing, financial and relationship needs of CAS-2 Residents. ii. Engage with appropriate women specific agencies; iii. Providing advocacy and support for CAS-2 Residents to access and maintain involvement with specialist agencies; iv. Provide challenge, encouragement and motivation to maintain engagement with the Services and other agencies; v. Maintain an ongoing assessment of changing risk of harm or likelihood of re-offending and taking such action as is necessary to mitigate risk; vi. Work with other internal staff to address and respond to any relationship issues with other CAS-2 Residents; and vii. Access to specialist services for those who are sex workers or have experienced domestic abuse.
I25	The Supplier shall in collaboration with other local criminal justice and other agencies, create a directory of services meeting the specific needs of women that it shall share with the Authority.

J - Other Requirements

Service Group	Output	Service
J1		The Supplier shall operate an Electronic Caseload Management System (CMS) for the management of the CAS-2 Residents. The Authority will require direct, ongoing and full access to this CMS including CAS-2 Resident records for the purpose of monitoring compliance with this Contract for Personnel directly employed by the Authority from the Service Commencement Date, which can be accessed by such Authority Personnel remotely 24 hours per day 7 days a week 365 days per year using a method that meets all relevant Authority security requirements.
J2		The Supplier shall comply with the BCDR Plan which shall include the processes that will apply if there is any delay or problem in deploying the CMS.
J3		The Supplier and the Authority shall enter into a protocol with the Local Government Association and a protocol with the National Police Chiefs Council regarding how they shall work together in relation to the Services and such protocols shall be based upon the versions included at Annexes 1 and 2 of this Schedule.
J4		The Supplier shall report to the Authority annually within 3 months of the end of 31 March annually setting out how it has delivered the Services against each of the "protected characteristics" set out in the Equality Act 2010 and outline improvement plans as necessary to ensure its Services meet the requirements of the Equality Act.
J5		The Supplier shall, following request from the Authority, (at its own cost) give training to the Authority and other Referrers, including in relation to the operation of the Supplier's Caseload Management System.
J6		Any supplier systems used to manage the accommodation process must be interoperable with the Authority's own systems. This is to ensure that data can flow seamlessly and dynamically and that improvements to either can benefit both. This will ensure minimum additional integration work and minimise double keying with its attendant inefficiencies and inaccuracies.
J7		<p>The Supplier shall achieve Green Dragon environmental standard (or equivalent) at level 2 prior to the Service Commencement Date.</p> <p>The Supplier shall achieve Green Dragon environmental standard (or equivalent) at level 3 on or before the first anniversary of the Service Commencement Date.</p>

Annex 1

SCHEDULE 2

SERVICE SOLUTION

1. The documents embedded below are incorporated into this Contract, as if set out in full:

Operating Model

REDACTED

2. The Supplier shall adhere to its Operating Model and not implement any changes to the way it operates the Services, or the documents incorporated into this Contract by Schedule 2, paragraph 1 until:
 - a. the Supplier discusses the proposed changes with the Authority at an SMG meeting;
 - b. the Supplier receives written approval from the Authority to implement the proposed changes subsequent to the meeting referred to at Schedule 2, paragraph 2a, above; and
 - c. the Change Control Procedure set out in Schedule 9 of this Contract is completed and, as part of that process, the Supplier submits an amended version of the document proposed to be changed with agreed amendments implemented in redline.
3. If a conflict occurs between the contract and any appendices/documents embedded in this Schedule 2, unless otherwise specifically stated by the Authority, the order of precedence shall be;
 - a. The Contract
 - b. The Operating Model

SCHEDULE 3

TRANSITION

1. INTRODUCTION

- 1.1 This Schedule, together with the Transition Plan, describes the Parties' respective rights and obligations during the Transition Period in respect of the transition of the Services to the Supplier by the Service Commencement Date (**Transition**).
- 1.2 The Parties agree the primary objective of Transition is the successful transfer of the Services to the Supplier such that the Supplier commences delivery of the Services by the Service Commencement Date without deterioration in the levels of performance of the Services (or the eq.

1. TRANSITION RESOURCING

- 2.1 On or before the Commencement Date:
 - 2.1.1 each Party shall appoint a suitably skilled and experienced Transition Manager who shall be responsible for co-ordinating and managing all aspects of each Party's obligations under this Schedule. In respect of the Supplier's Transition Manager, such individual shall be a member of Key Personnel; and
 - 2.1.2 the Supplier shall procure that its Transition Manager shall be assisted by an appropriately skilled Transition Team who shall assist in all aspects of the Supplier's responsibilities and obligations with regard to Transition, each of whom shall be considered a member of Key Personnel.

3 TRANSITION CHARGES

- 3.1 The Contract Price during the Transition Period constitutes all of the fees and charges payable by the Authority in connection with the Transition Services.
- 3.2 Provided that all Transition Milestones are on track and agreed by the Authority, the Contract Price during the Transition Period shall be paid in arrears, in equal monthly instalments throughout the Transition Period.

4. TRANSITION GOVERNANCE

- 4.1 During the Transition Period (and for any such longer period as may be required by the Authority), the Supplier shall ensure that its necessary Personnel attend the governance meetings described in this Paragraph 4. Subject to the Approval of the Authority, such meetings may be held via teleconference facilities.
- 4.2 The Authority may change the attendees and the frequency of any of these meetings at any point during Transition Period by notifying the Supplier in writing.
- 4.3 The **Transition Project Board**:
 - 4.3.1 shall be attended by:
 - a. each Party's respective Transition Manager;
 - b. each Party's senior representative responsible for Transition; and
 - c. any other representatives or other third party's the Authority may wish to invite, including senior representatives of the Former Supplier and/or Other Suppliers;

4.3.2 shall meet within one (1) week of the Commencement Date and every other week thereafter during the Transition Period at dates and times to be agreed between the Parties;

4.3.3 shall be chaired by a senior representative of the Authority; and

4.3.4 shall:

- a. monitor and oversee Transition;
- b. review risks and issues and associated remediation and mitigation plans escalated to it from the Transition Working Group;
- c. consider requests by the Supplier to amend the Transition Plan and refer such requests to the Authority for Approval; and
- d. have reported to it by the Supplier achievement of Transition Milestones.

4.4 The Transition Working Group:

4.4.1 shall be attended by:

- a. the Transition Manager and appropriate members of the Transition Team;
- b. appropriate representatives from the Authority responsible for monitoring and overseeing Transition on behalf of the Authority; and
- c. any other representatives or other third parties the Authority may wish to invite including representatives of the Former Supplier and/or Other Suppliers;

4.4.2 shall meet within one (1) week of the Commencement Date and weekly thereafter during the Transition Period at dates and times to be agreed by the Authority;

4.4.3 shall be chaired by the Authority Transition Manager; and

4.4.4 shall:

- a. review progress against the Transition Plan;
- b. maintain a risk register and consider risks and issues notified to it by either Party;
- c. prepare and agree an update report for each meeting of the Transition Project Board; and
- d. consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate risks and issues to the Transition Project Board.

5. TRANSITION PLAN

5.1 The Outline Transition Plan is set out in Annex 1.

5.2 The Supplier shall submit a draft of the Detailed Transition Plan to the Authority for the Authority's Approval within seven (7) days following the Commencement Date.

- 5.3 The Supplier shall ensure that the Detailed Transition Plan (and any amendment to it) meets the Authority's requirements for such plan as set out in this Contract, including (as a minimum) that the Detailed Transition Plan:
- 5.3.1 is consistent with, and enables the Supplier to perform, its obligations set out in this Contract;
 - 5.3.2 sets out the start and end dates for performance of the Transition Services;
 - 5.3.3 incorporates all Transition Milestones, including relevant dates and proposed Acceptance Criteria in relation to each Transition Milestone;
 - 5.3.4 outlines the steps required to implement the Transition Milestones, in conformity with the Authority's requirements;
 - 5.3.5 outlines the required roles and responsibilities of both Parties, including staffing requirements;
 - 5.3.6 is in the format required by the Authority;
 - 5.3.7 includes:
 - a. a plan, resources and timelines for the performance of the Transition Services;
 - b. an appropriately detailed activity and resource schedule with a weekly outlook, showing the events that require the Former Supplier and the Authority's subject matter experts to effect knowledge transfer in respect of the new Service;
 - c. a list of assumptions to inform the planning of the Transition Services for agreement by the Authority;
 - d. a list of dependencies on both the Authority and the Former Supplier that is being used to inform the planning of the Transition Services for agreement by the Authority;
 - e. a list of risks and mitigations that the Supplier is using to inform the planning of the Transition Services for agreement by the Authority; and
 - f. an adequate staffing presence during the delivery of the Transition Services, to engage and communicate with both Authority and Former Supplier staff in face to face meetings, to clarify requirements and/or share information relevant to the Transition Services.
- 5.4 Prior to the submission of the draft Detailed Transition Plan to the Authority in accordance with Paragraph 5.2, the Authority shall have the right:
- 5.4.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Transition Plan, including:
 - a. details of the Supplier's intended approach to the Detailed Transition Plan and its development;
 - b. copies of any drafts of the Detailed Transition Plan produced by the Supplier; and
 - c. any other work in progress in relation to the Detailed Transition Plan; and

- 5.4.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Transition Plan.
- 5.5 Following receipt of the draft Detailed Transition Plan from the Supplier, the Authority shall:
 - 5.5.1 review and comment on the draft Detailed Transition Plan as soon as reasonably practicable; and
 - 5.5.2 notify the Supplier in writing that it approves or rejects the draft Detailed Transition Plan no later than seven (7) days after the date on which the draft Detailed Transition Plan is first delivered to the Authority.
- 5.6 If the Authority rejects the draft Detailed Transition Plan:
 - 5.6.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 5.6.2 the Supplier shall then revise the draft Detailed Transition Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Transition Plan to the Authority for the Authority's approval within seven (7) days of the date of the Authority's notice of rejection. The provisions of Paragraph 5.5 and this Paragraph 5.6 shall apply again to any resubmitted draft Detailed Transition Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 5.7 If the Authority approves the draft Detailed Transition Plan, it shall replace the Outline Transition Plan from the date of the Authority's notice of approval.
- 5.8 The Supplier shall, throughout the Transition Period, review the Transition Plan to identify any changes which may be needed to reflect the then-current nature of the Transition Services and the Authority's own plans in respect of Transition. A proposed change to the Transition Plan does not have to go through the Change Control Procedure but must be:
 - 5.8.1 promptly submitted to the Transition Project Board;
 - 5.8.2 considered by the Transition Project Board in accordance with Paragraph 4.3.4(c) (including by a delegated committee of the Transition Project Board where required due to the urgent nature of the proposed change); and
 - 5.8.3 Approved by the Authority,

prior to such proposed change taking effect.
- 5.9 The Supplier shall be responsible for maintenance of all documents relating to the Transition Plan, including but not limited to:
 - 5.9.1 documents which track progress against the Transition Milestones and Acceptance Criteria; and
 - 5.9.2 a Transition risks and issues register.
- 5.10 The Supplier warrants and represents that it has used its knowledge and expertise to create an effective Transition Plan which includes all Transition Milestones that are reasonably foreseeable, reasonably capable of being determined and critical to the achievement of the Transition and the Authority has relied on the Supplier to do so.

6. TRANSITION REQUIREMENTS

6.1 The Supplier shall:

- 6.1.1 provide the Transition Services in accordance with the Transition Plan and this Contract;
- 6.1.2 not cause disruption to Authority during the Transition Period;
- 6.1.3 meet all the Acceptance Criteria by the Service Commencement Date; and
- 6.1.4 fully co-operate with the Authority, the Former Supplier and the Other Suppliers in respect of Transition during the Transition Period.

6.2 Save as set out in the Transition Plan, the Supplier shall ensure that the provision of the Transition Services shall not have any adverse effect on the continuity and quality of any services provided to it by the Former Supplier.

6.3 Where the Supplier becomes aware of a risk or issue relating to the Transition Services, including an actual or anticipated delay to the completion of a Transition Milestone or failure to meet the Acceptance Criteria, it shall immediately notify the Authority in writing.

6.4 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with Paragraph 6.3, the Supplier shall provide the Authority with:

- 6.4.1 a plan of action to mitigate any risks identified in accordance with Paragraph 6.3;
- 6.4.2 a rigorous timetable for implementing the plan of action to resolve the risk or issue;
- 6.4.3 an indication of whether any change to the Acceptance Criteria or Transition Milestone (including any Deliverable relating to a Transition Milestone) is required to mitigate the risk or resolve the issue and any details relating to such change; and
- 6.4.4 a recommendation on whether or not escalation is required to the Transition Project Board,

and the risk or issue will immediately be added by the Supplier to the transition risk and issues register and will be tracked there until closed.

6.5 The Supplier shall not be entitled to any relief from its obligation to perform the Transition Services and meet the Transition Milestones (in accordance with the relevant Acceptance Criteria) as a result of a risk, issue or actual or anticipated delay to the Transition Services and/or Transition Milestones if the Supplier fails to notify the Authority in accordance with Paragraph 6.3 and/or fails to provide the information described in Paragraph 6.4.

7. ACCEPTANCE

7.1 The Acceptance Criteria shall be achieved by the Supplier where so confirmed by the Authority in accordance with this Paragraph 7:

- 7.1.1 the Supplier shall notify the Authority in writing when, in its opinion, an Acceptance Criterion has been achieved and shall provide to the Authority evidence of achievement as reasonably requested by the Authority;

- 7.1.2 where an Acceptance Criterion comprises the completion (or part thereof) of a Deliverable, the Supplier shall allow the Authority to test the Deliverable at such time and location as agreed between the Parties and:
- a. the Authority may invite such third parties as it deems necessary to participate in the testing; and
 - b. the Supplier shall make available:
 - I. such members of its Personnel; and
 - II. such documentation as may be necessary,to enable the proper completion of the testing;
- 7.1.3 the Authority will notify the Supplier whether it accepts that each Acceptance Criterion has been achieved within three (3) Working Days of receipt of the notification pursuant to Paragraph 7.1.1 save for where testing has taken place in accordance with Paragraph 7.1.2 in which case it shall be within three (3) Working Days of such testing;
- 7.1.4 if the Authority does not accept that the relevant Acceptance Criterion has been achieved, it shall include within its notification to the Supplier the reasons for this and the Parties shall meet or attend a conference call (which must be attended by each Party's Transition Manager) within two (2) Working Days to discuss the issue;
- 7.1.5 within two (2) Working Days of the meeting held in accordance with Paragraph 7.1.4, the Supplier shall submit a draft recovery plan to the Authority detailing:
- a. the activities it will undertake to meet the Acceptance Criterion; and
 - b. any additional activities required to keep, or put back on track other dependant elements of the Transition impacted by the failure to meet the Acceptance Criterion;
- 7.1.6 the Authority will notify the Supplier whether it accepts that recovery plan within two (2) Working Days of receipt. Where the Authority:
- a. accepts the recovery plan, the Supplier shall remedy the issues arising in accordance with the recovery plan;
 - b. does not accept the recovery plan, the matter shall be referred to the Transition Project Board who shall seek to resolve the matter. If the Transition Project Board cannot resolve the matter within ten (10) Working Days of it being referred to them, the issue shall be referred to the Dispute Resolution Procedure.

8. QUALITY ASSURANCE

- 8.1 Within 20 Working Days after the Commencement Date, the Supplier shall provide the Authority with full details of its Quality Assurance Arrangements.
- 8.2 The Authority may, no later than the date that is 3 months after the Commencement Date, notify the Supplier if the Authority reasonably requires any changes to be made to the Quality Assurance Arrangement with an explanation of why the changes are required. The Supplier shall implement the changes required by the Authority at no cost to the Authority.

ANNEX 1

TRANSITION PLAN

The document embedded below is incorporated into this Contract, as if set out in full:

REDACTED

SCHEDULE 4

PERFORMANCE

1. PERFORMANCE FAILURES

1.1 Without prejudice to any other rights and remedies the Authority may have, if during the Contract Period:

- 1.1.1 a Service Failure occurs in respect of any CAS-2 Service Level for which Service Credits shall apply as set out in Annex 1 of this Schedule 4, Service Credits shall be payable by the Supplier to the Authority in accordance with Schedule 5;
- 1.1.2 a Default by the Supplier occurs and/or service performance in respect of any CAS-2 Service Level is below the Improvement Plan Threshold, the Authority shall be entitled to initiate the Improvement Plan Process;
- 1.1.3 a Notifiable Default occurs; the Authority shall be entitled to initiate the Rectification Plan Process; and/or
- 1.1.4 a Supplier Termination Event occurs,

the Authority may exercise its rights to terminate this Contract in whole or in part pursuant to Clause 45.1.

2. FIRST FIX

2.1 Notwithstanding any other provision in this Contract, in the event of a Default by the Supplier (or any anticipated Default by the Supplier) the Supplier shall:

- 2.1.1 notify the Authority of the Default, which subject to any earlier time frames set out in this Contract, shall be as soon as practicable, but in any event within (2) Working Days of becoming aware of the Default, detailing the actual or anticipated effect of the Default and whether the Default is:
 - a. below the Improvement Plan Threshold;
 - b. a Notifiable Default; or
 - c. a Supplier Termination Event;
- 2.1.2 (if the Default occurs) remedy the Default as soon as possible (including when the Authority notifies the Supplier in writing where it considers a Default has occurred or is anticipated to occur (which it may do in its discretion); and
- 2.1.3 use all reasonable endeavours to eliminate or mitigate the consequences or delay of any such Default or anticipated Default on the Authority.

3. IMPROVEMENT PLAN PROCESS

- 3.1 Where the Authority invokes the Improvement Plan Process in accordance with Paragraph 1.1.2 of this Schedule 4, the Authority shall notify the Supplier in writing that it requires an Improvement Plan.
- 3.2 The Supplier shall serve a draft Improvement Plan within five (5) Working Days (or any other period agreed by the Parties) even if the Supplier disputes that it is responsible for the matters complained of.

- 3.3 If the Authority considers that the draft Improvement Plan is insufficiently detailed to be properly evaluated, or will take too long to complete or will not remedy the matters complained of then it may agree a further time period for the development and agreement of the Improvement Plan or escalate any issues with the draft Improvement Plan.
- 3.4 Following agreement of an Improvement Plan, if the Supplier fails to perform its obligations under the Improvement Plan, the Authority may either give the Supplier a further opportunity to do so or elect by notice in writing to the Supplier to deal with the issue through the Rectification Plan Process.

4. RECTIFICATION PLAN PROCESS

4.1 In the event that:

- 4.1.1 the Supplier commits a material Default that, in the opinion of the Authority, is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default);
- 4.1.2 the Supplier fails to remedy a Default in accordance with an Improvement Plan;
- 4.1.3 on the six-Month anniversary of the Service Commencement Date, the total number of Available Bed Spaces is fewer than 550 (five hundred and fifty); or
- 4.1.4 in the Authority's opinion, the Services are being delivered in a way that the characteristics defined in the Equality Act 2010 are not fairly protected and accommodated for,

each a "**Notifiable Default**", the Supplier shall notify the Authority of the Notifiable Default in accordance with Paragraph 1.1.3 and unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

- 4.2 When a Notifiable Default occurs (including where the Authority notifies the Supplier (setting out sufficient detail) that, in its reasonable opinion, it considers a Notifiable Default has occurred) then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves notice to terminate this Contract, the Supplier shall comply with the Rectification Plan Process.

4.3 The Rectification Plan Process shall be as follows:

- 4.3.1 the Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) after the original notification submitted by the Supplier or the Authority pursuant Paragraph 4.2. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default;
- 4.3.2 the draft Rectification Plan shall set out:
- a. full details of the Notifiable Default that has occurred, including a root cause analysis;
 - b. the actual or anticipated effect of the Notifiable Default (including the actual or anticipated effect on the performance of the Supplier's obligations under this Contract); and

- c. the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
- 4.3.3 the Supplier shall promptly, and in any event within two (2) Working Days, provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with the Dispute Resolution Procedure;
- 4.3.4 the Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within five (5) Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft;
- 4.3.5 if the Authority consents to the Rectification Plan:
 - a. the Supplier shall immediately start work on the actions set out in the Rectification Plan; and
 - b. the Authority may no longer terminate this Contract in whole or in part on the grounds of the relevant Notifiable Default unless and until a Rectification Plan Failure occurs; and
- 4.3.6 the Authority may reject the draft or revised Rectification Plan submitted to it under Paragraph 4.3.4 by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for such reasons including:
 - a. it is insufficiently detailed to be capable of proper evaluation;
 - b. it will take too long to complete;
 - c. it will not prevent reoccurrence of the Notifiable Default; and/or
 - d. it will rectify the Notifiable Default but in a manner, which is unacceptable to the Authority.

5. SERVICE CREDITS

- 5.1 Service Credits shall:
 - 5.1.1 be applied in accordance with Paragraph 6 and Annex 1 of this Schedule 4 where the Supplier fails to meet the CAS-2 Service Level Threshold in respect of any CAS-2 Service Level to which Service Credits apply as set out in Annex 1 of this Schedule 4; and
 - 5.1.2 accrue on a Quarterly basis and shall be deducted from the invoice for the Month immediately after the end of each Quarter in accordance with Paragraph 2.4 of Schedule 5.
- 5.2 The Parties agree that Service Credits are a genuine pre-estimate of the loss or damage that will be suffered by the Authority as a result of the Supplier's failure to achieve the relevant CAS-2 Service Level and they are neither onerous or a penalty.

6. CALCULATION OF SERVICE CREDITS

- 6.1 From the Service Commencement Date, where a Service Failure occurs in respect of a CAS-2 Service Level to which Service Credits apply in any Month, a Service Credit shall accrue and the relevant Service Credit shall continue to accrue for each day thereafter that the CAS-2 Service Level Threshold is not met.
- 6.2 The Supplier shall provide to the Authority a report in accordance with Schedule 7 on the tenth Working Day following the end of each Month and Quarter setting out its performance against the CAS-2 Service Levels.
- 6.3 Upon receipt of any report submitted pursuant to Paragraph 6.2, the Authority shall calculate the Supplier's actual performance against the relevant CAS-2 Service Levels (**Actual Performance**) and the Service Credits which may be due and, thereafter, the Authority shall submit to the Supplier a statement confirming the same.
- 6.4 Within twenty (20) Working Days of receipt of the statement from the Authority pursuant to Paragraph 6.3 of this Schedule 4, if the Supplier is able to demonstrate to the Authority that the Authority's calculation of Actual Performance and/or Service Credits is not correct the Supplier shall notify the Authority in writing of its calculation providing all evidence which is reasonably necessary to demonstrate such calculation (and such other evidence that the Authority may request from time to time).
- 6.5 Subject to Paragraph 7.1, if, within ten (10) Working Days following receipt of any notice which the Supplier may serve the Authority under Paragraph 6.4 of this Schedule 4, the Parties fail to reach agreement as to the calculation of the Actual Performance or Service Credits which may be due, the matter shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.6 Where the Supplier does not notify the Authority in accordance with Paragraph 6.4 of this Schedule 4 that it disputes the Authority's calculation of Actual Performance and Service Credits, it shall be deemed to have accepted the same and the relevant calculations are finalised.
- 6.7 The Authority may conduct routine data compliance testing and where a statistically significant sample, as defined by the National Audit Office, identifies inaccurate data, the Authority reserves the right to use the testing sample:
- 6.7.1 as the true record for the relevant period for the purposes of assessing Actual Performance; and/or
- 6.7.2 in order to demonstrate compliance with any Improvement Plan and/or Rectification Plan.
- 6.8 The Authority and the Supplier shall use any Technical Notes when calculating any Service Credits that may be applied in any Month.

7. REVIEW OF SERVICE LEVELS

- 7.1 Subject to Paragraph 7.2 not more than once in each calendar year of the Contract Period the Authority may, on giving the Supplier at least three (3) Months' notice change the thresholds and/or Service Credits that apply in respect of one or more specific CAS-2 Service Levels.
- 7.2 Within ten (10) Working Days of the date that notice is served by the Authority under Paragraph 7.1, the Parties shall meet to discuss the consequences of the proposed changes to the CAS-2 Service Levels, at which meeting the Supplier shall be entitled to make representations to the Authority regarding the consequences of the proposed changes to the CAS-2 Service Levels. Where the Parties (each acting reasonably) agree that the proposed changes to the CAS-2 Service Levels will have a material

adverse impact on the risk profile of the Supplier under this Contract, the proposed change shall be agreed by the Parties via the Change Control Procedure. For all other changes to the CAS-2 Service Levels, the Parties agree that such change may be incorporated into this Contract by the Authority in its discretion using the Change Control Procedure and at no cost to the Authority.

ANNEX 1

CAS-2 SERVICE LEVELS

The CAS-2 Service Level Threshold and Improvement Plan Threshold are detailed in the table below, together with the applicable Service Credit.

	CAS-2 Service Level	Definition and Formula for calculating Actual Performance	CAS-2 Service Level Threshold	Improvement Plan Threshold	Service Credit	Severity Levels
SL 1	Provision of Bed Spaces	The Bed Spaces in any Month 550as set out in the statement submitted to the Authority by the Supplier in accordance with Paragraph 6.2 of this Schedule 4.	550		N/A	N/A
SL 2	% of Bed Spaces in service	The percentage of Bed Spaces provided in accordance with SL 1 that: (a) are Available Bed Spaces; or (b) are within a period for carrying out repairs that has been agreed with the Authority in accordance with Paragraph G8 of Schedule 1, shall be not be less than 100%.	100%	Less than 99.5% per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period	£25 per day per fail	Good = 100% Approaching Target = 99.1 % to 99.9% Requires Improvement = 90.1% to 99% Inadequate = Under 90%
SL 3	Occupancy Rate	The Average number of CAS-2 Residents in service as a percentage of all Bed Spaces provided as set in SL 1	80%	75% - Annual rate to 31 st March. Assessed Annually at 31 st March. First period commencing from 1 st	Up to 25% of Annual CAS-2 Resident Adjustment total payments made will be payable by the	Good = 75% or above Approaching Target = 70% to 75% Requires Improvement = 65% to 69.9% Inadequate = Under 65%

	CAS-2 Service Level	Definition and Formula for calculating Actual Performance	CAS-2 Service Level Threshold	Improvement Plan Threshold	Service Credit	Severity Levels
				April 2023 until 31 st March 2024 and thereafter annual or pro-rata for part year.	Supplier to the Authority at its discretion depending on occupancy performance and rationale. First period commencing from 1 st April 2023 until 31 st March 2024 and thereafter annual or pro-rata for part year.	
SL 4	Timely reporting of reportable incidents	All Major Incidents and Other Reportable Incidents are reported to the Authority in accordance with paragraph 2 of Annex 2 to Schedule 7 (Reports, Records and Management Information).	97%	92% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period.	N/A	Good = 97% or above Approaching Target = 94.1% to 96.9% Requires Improvement = 92.1% to 94% Inadequate = Below 92%
SL 5	Face-to-Face Support Sessions attended, or Enforcement action taken	The Supplier to deliver weekly face-to-face support sessions to CAS-2 Residents as set out in Schedule or Enforcement action is taken	90%	National: 80% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12	N/A	Good = 90% or above Approaching Target = 86% to 89.9% Requires Improvement = 81% to 86% Inadequate = Under 80%

	CAS-2 Service Level	Definition and Formula for calculating Actual Performance	CAS-2 Service Level Threshold	Improvement Plan Threshold	Service Credit	Severity Levels
				(twelve) Month period. Regional: 80% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period.		
SL 6	Timely responsiveness to CAS-2 Resident breach of bail condition / licence / HDC licence / conditions imposed by the court / house rules	Breach / Recall referrals are actioned within timescales set out at F4 of Schedule 1 (Service Specification).	95%	92% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period.	N/A	Good = 95% or above Approaching Target = 93.1% to 94.9% Requires Improvement = 92.1% to 93% Inadequate = Under 92%
SL 7	Response to completed Referrals	Referrals are processed and determined in accordance with timescales set in B1 of Schedule 1 (Service Specification).	95%	90% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period.	N/A	Good = 95% or above Approaching Target = 93.1 % to 94.9% Requires Improvement = 91.1% to 93% Inadequate = Under 90%
SL 8	Move-on into Settled accommodation	Percentage of CAS-2 Residents which are moved on in accordance with D10 of Schedule 1 (Service Specification).	80%	75% or less per Month in 2 (two) successive Months or in 4 (four) Months during a rolling 12 (twelve) Month period.	N/A	Good = 80% or above Approaching Target = 77.1% to 79.9% Requires Improvement = 75.1% to 77% Inadequate = Under 75%
SL 9	Reporting requirements	Core Reports set out in Schedule 7 to	100%	90%	£50 per	Good = 100%

	CAS-2 Service Level	Definition and Formula for calculating Actual Performance	CAS-2 Service Level Threshold	Improvement Plan Threshold	Service Credit	Severity Levels
		be provided correctly and accurately within the timescale stated in Schedule 7.			working day late, escalating by double every 5 working days, i.e.£100 per day late on working day 6, £200 per day on working day 11	Approaching Target = 99.1 % to 99.9% Requires Improvement = 90.1% to 99% Inadequate = Under 90%
SL10	Energy Performance Levels.	Percentage of properties delivering their committed EPC level.	100%	90%	N/A	Good = 100% Approaching Target = 99.1 % to 99.9% Requires Improvement = 90.1% to 99% Inadequate = Under 90%

Application of Service Credits under SL 2 – worked examples:

Example 1

A Bed Space is out of use due to a Category 1 issue (see categories in Paragraph G8 of Schedule 1). The Bed Space is brought back into use by the Supplier within 7 days. No performance failure or Service Credit applicable.

Example 2

A Bed Space is out of use due to a Category 1 issue. The relevant repairs take longer than 7 days and approval for a longer repair period is neither sought from nor given by the Authority. The Bed Space is brought back into use by the Supplier after 10 days. A performance failure has occurred, and a Service Credit is payable for each day that the Bed Space remains out of use (in this case, 3 days), as shown below:

Service Credit Charge £25

x 3 days (failure period against SL 2 = £75.00 Service Credit Payable
performance metric)

Example 3

A Bed Space is out of use due to a Category 2 issue. The Supplier estimates that the repairs will be completed within 28 days. The Supplier has submitted a plan for the repairs to the Authority (containing the estimated repair timescale) within 7 days, and the plan has been approved by the Authority. During the repair works, it becomes clear that the repairs will require more time than was originally anticipated. An updated plan is submitted to the Authority by the Supplier and, following a site visit by the Authority, this plan is approved. The work is completed within the new timescales. No performance failure or Service Credit applicable.

Example 4

A Bed Space is out of use due to a Category 2 issue. The Supplier estimates that the repairs will be completed within 28 days. The Supplier has submitted a plan for the repairs to the Authority (containing the estimated repair timescale) within 7 days, and the plan has been approved by the Authority. The Bed Space is brought back into use by the Supplier after 35 days. A performance failure has occurred and a Service Credit is payable for each day that the Bed Space remains out of use (in this case, 7 days), as shown below:

Service Credit Charge £25

x 7 days (failure period against SL 2 = £525.00
performance metric)

Schedule 5

PRICING AND PAYMENT MECHANISM

1. PAYMENT

1.1 Payment of the Monthly Contract Price shall be made on a Monthly basis in accordance with [Schedule 4] and this Schedule 5.

1.2 Subject to clause 1.3 of this Schedule 5, the amounts payable to the Supplier in each Month during the Contract Period shall be:

1.2.1 in respect of the Transition Services, the amount described in [Paragraph {●} of Schedule 3];

1.2.2 following the Service Commencement Date:

(i) in the Month immediately following the end of each Quarter, an adjusted Monthly Contract Price taking into account the sum of the Monthly Adjustments for the previous Quarter;

(ii) in all other Months, the Monthly Contract Price, and;

1.3 Subject to paragraph 2 of this Schedule 5, the total amount payable to the Supplier, inclusive of any adjustments, in any Contract Year shall be capped at £8,136,792.00 (for the avoidance of doubt this is the published affordability cap issued to bidders in the procurement of this contract and this cap will be subject to yearly indexation in accordance with paragraph 5 of this Schedule 5).

1.4 In each Month during the Contract Period following the Service Commencement Date, adjustments shall be recorded by the Supplier against the Monthly Contract Price as follows but shall only be applied against the invoice in the Month immediately following each Quarter and in respect of the preceding Quarter:

1.4.1 MCP - UBSD +/- CRA - SC

MCP is Monthly Contract Price
UBSD is Unavailable Bed Space Deduction
CRA is CAS-2 Resident Adjustment
SC is Service Credit

1.4.2 The Unavailable Bed Space Deduction applies where the Average Available Bed Spaces in any Month, as notified by the Supplier to the Authority no later than the tenth day of the following Month, is less than [550 (five hundred and fifty)] and is calculated as the sum of:

Price per Bed Space Per Month x ([550] - Average Available Bed Spaces).

1.4.3 the CAS-2 Resident Adjustment applies where the Average CAS-2 Residents in any Month, as notified by the Supplier to the Authority no later than the tenth day of the following Month, is higher or lower than the Baseline Assumption Number and is calculated as the SUM of;

- (i) + REDACTED per CAS-2 Resident under BAN (when Average CAS-2 Residents in a Month is lower than BAN)
- (ii) - REDACTED per CAS-2 Resident over BAN (when Average CAS-2 Residents in a Month is higher than BAN)

Baseline Assumption Number is 80% of Average Available Bed Spaces

Example 1;

REDACTED

Example 2;

REDACTED

1.4.4 the Service Credits are calculated in accordance with Paragraph 6 of Schedule 4;

2. PRICE VARIATIONS

2.1 The Price may vary with a change to service levels or bed numbers. Any changes to the Price will need to be transparent. Any changes made would be managed through the Change Control Procedure (Schedule 9).

2.2 Price varying with service levels:

2.2.1 The Contract Price agreed at the start of the Contract will be the Contract Price needed to deliver the Service Specification and any specialist and enhanced services agreed between the Authority and the Supplier as part of the Contract. Over the course of the Contract, there may be a need for the Authority to vary the level of service including but not limited to;

- a) changes to legislation that impact on services provided by the Supplier and require increased or reduced costs;
- b) the Authority wishes to purchase new levels of enhanced or specialist services
- c) the Authority develops new requirements that impact on Bed Space or service provision
- d) the Authority wishes to change the number of the Bed Spaces to a different level than set out in the Flexible Contracted Bed Space Provision, for any reason, including but not limited to;
 - i. demand increases/decreases
 - ii. pressures on budget; or
 - iii. costs increase over and above those allowed for in this [Schedule 5].

2.2.2 Any such variation will be in accordance with the Change Control Procedure (Schedule 9)

2.3 Price varying under the Flexible Contracted Bed Space Provision:

2.3.1 The Authority reserves the right to change the amount of Bed Spaces delivered under the Contract to a new amount of Bed Spaces set out in the Flexible Contracted Bed Space Provision providing that;

- a. it does not increase or decrease the contracted number of Bed Spaces by more than a band of 100 beds.
- b. it notifies the Supplier in writing clearly setting out the new number of contracted Bed Spaces and the date in which they will come into effect;
- c. it gives the Supplier a minimum of six (6) months' notice of the date which the new number of contracted of Bed Spaces shall come into effect;

- d. subject to clause 2.3.6 of this Schedule 5, it pays the FCBSP Mobilisation Cost for an increase in Bed Spaces; or it pays the FCBSP Decrease Cost for a decrease in Bed Spaces.
- 2.3.2 The Contract Price shall be amended in line with the costs set out in the Flexible Contracted Bed Space Provision
- 2.3.3 Subject to 2.3.2, any change to the contracted Bed Spaces pursuant to the Flexible Contracted Bed Space Provision shall in no circumstances trigger any additional charges to the Authority; and
- 2.3.4 Pre-Available Bed Spaces will be payable by the Authority to the Supplier;
- 2.3.5 Any such variation as set out under 2.3.1 will be in writing and the Authority shall give the Supplier sufficient information and time to assess the extent and effect of the requested Change.
- 2.3.6 Within ten (10) Working Days following the new number of contracted Bed Spaces coming into effect, the Supplier shall provide the Authority with a written summary setting out:
 - a. an itemised breakdown of the Suppliers actual spends against the; FCBSP Mobilisation Cost, or FCBSP Decrease Cost;
 - b. any other supporting information/evidence of costs incurred as the Authority may reasonably require.
 - c. any unspent balance shall be returned to the Authority within twenty (20) Working Days of the written summary being agreed by the Authority.
- 2.3.7 The overriding principles of the pricing and payment mechanism is that both Parties should use all reasonable endeavours to fulfil their financial obligations and ensure that the financial arrangements:
 - achieve full cost transparency;
 - are auditable
 - support the achievement for value for money;
 - are simple to understand and to operate;
 - ensure that the Supplier can recover the full economic cost of delivering the Service Specification

3. INVOICING

- 3.1 The Authority issues Purchase Orders using Basware and the Supplier shall, when invited, register on Basware.
- 3.2 A Valid Invoice is an invoice issued through Basware (or other format if agreed by the Authority), unless the invoice contains:
 - (a) additional lines not included in the relevant Purchase Order;
 - (b) Line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order;
 - (c) Prices and/or volumes which have been increased without Approval.
- 3.3 On or before the tenth Working Day of each Month following the first Month of the Contract Period, the Supplier shall submit to the Authority a draft invoice together with all necessary supporting documentation which shall detail, for the previous Month, the payment due and the Monthly Adjustment for the previous Month. In the draft invoice submitted for the Month

immediately following the end of a Quarter, the draft invoice will also include a full breakdown of deductions for the Monthly Adjustments for each Month in the preceding Quarter.

- 3.4 The Authority shall verify draft invoices received from the Supplier in a timely fashion and, in any event, within ten (10) Working Days of Receipt and following such verification, the Supplier shall be entitled to submit its invoice to the Authority.
- 3.5 The Supplier shall ensure that each invoice contains the following information:
 - 3.5.1 the date of invoice;
 - 3.5.2 a unique reference number;
 - 3.5.3 purchase order number, if any;
 - 3.5.4 the period to which the invoice relates;
 - 3.5.5 the amount payable (specifying, following the Service Commencement Date, the Monthly Contract Price as a separate item) gross and net of any applicable deductions and, separately, any VAT or other sales tax properly payable, together with such information as may be required in order to show how any deductions have been calculated;
 - 3.5.6 the contact name and telephone details of a responsible person in the Supplier's finance department in the event of query; and
 - 3.5.7 the banking details to enable payment to the Supplier.
- 3.6 All invoices submitted by the Supplier to the Authority shall be expressed in pounds sterling (£).
- 3.7 Subject to the terms of this Contract, the Authority shall make payment to the Supplier in pounds sterling (£) by electronic transfer within thirty (30) days of Receipt of a valid and undisputed invoice.
- 3.8 If the Authority fails to pay undisputed sums properly payable under this Contract by the due date, the Supplier shall have the right to charge interest on the overdue amount at a rate of 3% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement.
- 3.9 On request from the Authority, the Supplier shall, within five (5) Working Days, provide details of the information used for the calculation of the Average CAS-2 Residents, any other income received (such as Housing Benefit or an equivalent social security benefit) and rent payable by CAS-2 Residents together with the Services provided as shall be required by the Authority in any period specified by the Authority, together with a reconciliation of actual income received other than from the Authority in respect of the provision of the Bed Spaces relative to the amount included for Projected Bad Debts and Voids in the Financial Model.
- 3.10 The Authority shall not pay an invoice which is not a Valid Invoice

4. DISPUTED INVOICES

- 4.1 If the Authority disputes any invoice following Receipt
 - 4.1.1 the Authority shall notify the Supplier of such disputed invoice and provide details of the specific elements of the invoice which are in dispute;

- 4.1.2 following notification, the disputed invoice shall be immediately deemed void and the Supplier shall re-issue two (2) invoices to the Authority, the first for the disputed sum (the **Disputed Invoice**) and the second for the undisputed sum (the **Undisputed Invoice**);
- 4.1.3 [Paragraph 3] shall apply in respect of the Undisputed Invoice; and
- 4.1.4 the Disputed Invoice shall be referred to the Dispute Resolution Procedure for resolution.

5. INDEXATION

- 5.1 On each Indexation Review Date, the pricing elements set out in this Schedule 5 (Payment Mechanism) may be subject to indexation in line with Consumer Price Index from the ONS official published rates.
- 5.2 The Indexation Review Date will be on the first anniversary of the Service Commencement Date and annually thereafter.
- 5.3 The Supplier shall calculate the indexation, using the indices published in the month of March that precedes the Indexation Review Date, against the cost template and share with the Authority. The Supplier will also confirm to the Authority that increases in relation to staff salaries are indeed flowed down to staff.
- 5.4 Upon receipt of the above update as per 3.1.3, the Authority will assure the calculations and the change to the Contract Price will take effect from the Indexation Review Date.

6. RECONCILIATION OF ACTUAL AND PROJECTED BAD DEBTS

- 6.1 Within 10 Working Days of the end of each Contract Year, the Supplier shall provide the Authority with a written summary (the "**Bad Debts Reconciliation Summary**") setting out:
 - 6.1.1 the Actual Bad Debts relating to the Contract Year just ended;
 - 6.1.2 the difference between Actual Bad Debts and Projected Bad Debts relating to the Contract Year just ended; and
 - 6.1.3 such other supporting information as the Authority may reasonably require.
- 6.2 The Supplier shall include the Bad Debts Reconciliation Summary within the Continuous Improvement Report to be prepared in accordance with [Clause 8.5].
- 6.3 If the Authority disagrees with the Supplier's calculation of the Bad Debts Reconciliation Summary, it shall notify the Supplier within 10 Working Days of receipt of the Continuous Improvement Report, in which case the Parties shall meet and discuss the matter. If the Parties cannot agree the Bad Debts Reconciliation Summary within 10 Working Days of the Authority's notification, the matter shall be referred to the Dispute Resolution Procedure.
- 6.4 If the Bad Debts Reconciliation Summary shows Projected Bad Debts exceeding Actual Bad Debts in relation to the Contract Year to which the Bad Debts Reconciliation Summary relates, the Parties shall discuss how the difference between Projected Bad Debts and Actual Bad Debts (the "**Bad Debt Surplus**") shall be administered, provided always that:
 - 6.4.1 the Bad Debt Surplus shall be reinvested into the delivery of the Services;
 - 6.4.2 the Bad Debt Surplus may (if required by the Authority and without limitation) be used for the purpose of meeting the cost of any Contract Changes required by the Authority; and

- 6.4.3 the Authority shall have sole discretion over any final decisions taken in relation to the use of the Bad Debt Surplus.
- 6.5 The discussion referred to in [Paragraph 6.4] shall be undertaken by the Relationship Management Group and the Service Management Group as described in [Paragraphs 3 and 4 of Schedule 6].
- 6.6 The Supplier shall provide such evidence as is satisfactory to the Authority of the reinvestment of the Bad Debt Surplus in accordance with the action taken pursuant to [Paragraph 6.4].
- 6.7 Any Bad Debt Surplus identified in respect of Contract Year 5 (if the Authority does not elect to extend the Initial Contract Period in accordance with [Clause 42.1.2]) or Contract Year 7 (if the Authority elects to extend the Initial Contract Period) shall be administered in accordance with [this Paragraph 6], save that any unspent balance shall be returned to the Authority.

Schedule 6

GOVERNANCE

1. GENERAL PRINCIPLES

- 1.1 This Schedule sets out the governance structure through which the Parties intend to manage their relationship. The Parties shall establish the following groups which are more fully described in this Schedule:
- 1.1.1 Relationship Management Group;
 - 1.1.2 Service Management Group;
 - 1.1.3 Bi-Annual Property Review Group;
 - 1.1.4 Change Control Procedure Group; and
- 1.2 The governance structure shall be subject to periodic review and all Contract Changes in relation to the structure shall be agreed through the Change Control Procedure.
- 1.3 The governance arrangements set out in this Schedule 6 shall apply following the Service Commencement Date. During the Transition Period (and for such longer period as may be required by the Authority), the Parties shall observe the governance arrangements set out in Paragraph 4 of Schedule 3.
- 1.4 Nothing in this Schedule shall prevent the Parties from referring a dispute to the Dispute Resolution Procedure.

2. GOVERNANCE RULES

- 2.1 Each of the Relationship Management Group, the Service Management Group, the Change Control Procedure Group and the Bi-Annual Property Review Group shall, unless the Relationship Management Group otherwise specifies, comply with the following rules of governance:
- 2.1.1 the chair of each group will be appointed by the Authority;
 - 2.1.2 the chair will manage the proceedings of the meetings and issue all minutes of meetings;
 - 2.1.3 the secretariat for each group will be provided by the Authority and will be responsible for;
 - 2.1.4 the format and (where applicable) the location of all meetings will be determined by the Authority at its sole discretion.
 - a. generally, giving a minimum of 10 Working Days' notice to all proposed attendees of any meeting held pursuant to, and in accordance with, this Schedule 7 (stating the time and place of the meeting) unless the Parties agree that reduced notice is required for reasons arising from the urgency of the issues for discussion or attendee availability, in which case either Party may give as much notice of the meeting as is reasonably practicable to provide in the circumstances;
 - b. proposing an agenda, attendees (including third parties where relevant) and duration for that meeting (which shall be agreed between the Parties' respective Senior Contract Managers or their agreed nominated representatives in writing prior to the meeting); and
 - c. recording minutes of the meeting;

- 2.1.4 a meeting will only be validly convened if, with respect to the relevant groups specified in Paragraph 2.1.3, at least one member of the Supplier's management team and Authority's management team respectively holding one of the positions detailed in Annex 1 (or their agreed nominated representatives who have sufficient authority to act on his behalf), is present.
- 2.2 Each Party shall appoint representatives as members of the Relationship Management Group, the Service Management Group, the Change Control Procedure Group and the Bi-Annual Property Review Group and shall ensure that each of those representatives are of appropriate seniority holding the positions detailed in Annex 1 of this **Error! Reference source not found..**

3. RELATIONSHIP MANAGEMENT GROUP

- 3.1 The Parties shall establish a group to be responsible for account management and overseeing the overall success of the relationship between the Supplier and the Authority, and to demonstrate executive commitment (**Relationship Management Group**).
- 3.2 The Relationship Management Group shall:
- 3.2.1 oversee the relationship between the Supplier and the Authority, facilitate positive working attitudes and approaches and provide strategic direction for the relationship;
 - 3.2.2 review and discuss the Continuous Improvement Report, Rectification Plan(s) (if any) and the report the Supplier submits to the Authority Quarterly in respect of its performance of the Services against the CAS-2 Service Levels;
 - 3.2.3 review and approve the calculation of the Supplier's Actual Performance and the CAS-2 Service Levels;
 - 3.2.4 receive reports from the Exit Managers regarding the status of the Exit Plan and any issues associated with them;
 - 3.2.5 liaise with and receive reports from the Service Management Group, the Change Control Procedure Group and the Service Integration Group and to consider and confirm decisions and actions to be taken (as applicable); and
 - 3.2.6 resolve significant issues escalated to it pursuant to this Contract and/or the Dispute Resolution Procedure.
- 3.3 The first meeting of the Relationship Management Group shall be no later than twenty (20) Working Days after Commencement Date and, for the first six Months following the first meeting of the Relationship Management Group, shall meet Monthly thereafter. After that period, the Relationship Management Group shall meet as frequently as necessary but not less than once every three Months.

4. SERVICE MANAGEMENT GROUP

- 4.1 The Parties shall establish a group to be responsible for the day to day management of the relationship between the Supplier and the Authority for the provision of the Services (**Service Management Group**).
- 4.2 The Service Management Group shall meet once each Month or at any other intervals as the Parties may agree in writing but not less than once every Quarter. The first meeting shall be no later than twenty (20) Working Days after Commencement Date.
- 4.3 The Service Management Group shall be responsible for:
- 4.3.1 monitoring the performance of the Supplier in delivering the Services including reviewing the report the Supplier submits to the Authority Monthly in respect of its performance of the Services against the CAS-2 Service Levels;

- 4.3.2 reviewing the levels at which the CAS-2 Service Levels are set;
 - 4.3.3 discussing potential opportunities to improve the performance, efficiency and effectiveness of the Services including those arising from reports made by the Probation Inspector or Prison Inspector from time to time, quality assurance reports, stakeholder surveys, the monitoring of the Management Information collected in accordance with 0 and the delivery of the Services;
 - 4.3.4 reviewing implementation of the Transition Plan and addressing any issues arising in relation to the impact of the Transition Plan on the delivery of the Services;
 - 4.3.5 reviewing and discussing the Supplier's delivery of any Improvement Plan or Rectification Plan on which the Supplier shall report its progress to the Service Management Group, as applicable;
 - 4.3.6 subject to Paragraph 4.3, discussing and implementing any proposed Contract Change to this Contract in accordance with the Change Control Procedure where a Contract Change can be agreed and implemented without the need to convene the Change Control Procedure Group;
 - 4.3.7 discussing the findings of each Continuous Improvement Report;
 - 4.3.8 identifying and agreeing measures to address recurring or material problems with the delivery of the Services; and
 - 4.3.9 providing the Relationship Management Group with an overview of the outcomes in relation to Paragraph 4.3.1 to 4.3.8 inclusive, highlighting any significant issues that need to be resolved and actions required.
- 4.4 The Authority's and the Supplier's respective Relationship Managers shall attend the Service Management Group meeting when required to discuss any material changes to the way in which the Supplier provides the Services or any other changes that are planned to the Services.

5. CHANGE CONTROL PROCEDURE GROUP

- 5.1 The Parties shall establish a group to discuss any Contract Changes which may be required to be applied to this Contract from time to time (**Change Control Procedure Group**).
- 5.2 The Contract Change Procedure Group shall review each:
- 5.2.1 Change Requests;
 - 5.2.2 Change Authorisation Notes; and
 - 5.2.3 Impact Assessment,

6. BI-ANNUAL PROPERTY REVIEW GROUP

- 6.1 The Parties shall establish a group to meet at a minimum of 6 calendar month intervals to review the portfolio of property, demand for and usage of. The meeting will specifically review:
- 6.1.1 Supplier proposals for sourcing
 - 6.1.2 Authority views of demand for the service
 - 6.1.3 Usage of Sensitive properties
 - 6.1.4 Review properties causing concern

7. INVOICING ASSURANCE GROUP

- 7.1. The parties shall establish a group to be responsible for the invoicing of the Contract in line with Schedule 5.
- 7.2. The Invoicing Assurance Group shall meet once each month ahead of the supplier submitting an invoice to the Authority and discuss;
 - 7.2.1. The monthly invoice that is due to be submitted to the Authority including any adjustments to be made in line with Schedule 4 or Schedule 5;
 - 7.2.2. Any other financial issues that need to be discussed by the parties.

ANNEX 1

GOVERNANCE BOARDS

Relationship Management Group (RMG) Representatives

Authority	Supplier
Deputy Director or Operations Manager	Lead Director
Senior Contract Manager (Chair)	Senior Manager for the CAS-2 Contract
Contract Manager	Operational lead
Finance Manager	Finance lead for the contract
Commercial Manager	

Service Management Group (SMG)

Authority	Supplier
Senior Contract Manager (as required or adhoc)	Senior Manager for the CAS-2 Contract (as required or ad-hoc)
Contract Manager (Chair)	Operational lead
Finance Manager (as required)	Finance lead for the contract (as required)
Commercial Manager	Regional Managers or equivalent

Change Control Procedure Group (CPG)

Authority	Supplier
Senior Contract Manager (Chair)	Lead Director
Contract Manager	Senior Manager for the CAS-2 Contract
Finance Manager	Operational lead
Commercial Manager	Finance lead for the contract

Invoicing Assurance Group (IAG)

Authority	Supplier
Contract Manager	Finance lead for the contract
Finance Manager	Operational lead
Commercial Manager	

SCHEDULE 7

REPORTS, RECORDS AND MANAGEMENT INFORMATION

1. INTRODUCTION

- 1.1 The objective of this 0 is to set out the Authority's requirements for the detail and provision of Management Information, reports, records and other information from the Supplier, including the timing and process of delivery.
- 1.2 This 0 is without limitation to the Supplier's obligation to promptly provide to the Authority any other information and/or reports required under this Contract or otherwise requested from time to time.

2. MANAGEMENT INFORMATION

- 2.1 The Supplier shall provide to the Authority the Management Information in accordance with the timescales set out this Contract, and where otherwise requested by the Authority from time to time, promptly, and in any event within two (2) Working Days, of request.
- 2.2 The Supplier shall record all recordable interactions recorded on the supplier's Caseload Management System within 1 working day of the event occurring.
- 2.2 The Authority may make reasonable changes to the format and frequency in which the Management Information must be provided through the Transition Period and thereafter by giving the Supplier one (1) Months' written notice. Such changes may be made at the Authority's discretion. The Supplier shall effect such changes at no cost to the Authority.

3. REPORTS

- 3.1 The Supplier shall prepare and issue reports in accordance with the frequency and distribution list as set out in Annex 2 to this 0. The Parties shall agree in writing the format of the reports and any detail specifically required (other than that already set out in this Contract) during the Transition Period, such agreement not to be unreasonably withheld or delayed.
- 3.2 In addition to Paragraph 3.1, the Supplier shall promptly, and in any event within two (2) Working Days of request (and in the case of Paragraph 3.2.1, immediately upon becoming aware), provide to the Authority reports which set out:
 - 3.2.1 areas of concern relating to the provision of the Services and of matters that may become of ministerial interest and/or may have media interest. This includes, but is not limited to, Parliamentary questions, FOIA requests and any other requests for information from third parties; and
 - 3.2.2 information to fulfil the Authority's obligations to supply information for Parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General, and

in preparing such reports, the Supplier shall include such information as the Authority may reasonably request.

- 3.3 The Parties may agree to incorporate a number of reports into a single report (such agreement not to be unreasonably withheld or delayed).
- 3.4 The Authority may, from time to time, reasonably request the Supplier produces reports outside of the frequency shown in Annex 2 to this 0 and/or produce reports other than those referred to in this Contract and the Supplier shall provide such reports to the Authority, at its cost, in the timeframe requested by the Authority. The Authority agrees to act reasonably when making requests under this Paragraph 3.4.

4. RECORDS

- 4.1 The Supplier shall keep full, true and accurate records, accounts, books, data, documents, equipment and other information and property relevant to the performance of the Services (whether in electronic format or otherwise) as may be reasonably required to show the Supplier's compliance with its obligations under this Contract, the Services provided and the charges paid under this Contract (including those set out in Annex 3 to this 0 and otherwise required to be kept under this Contract) in accordance with the applicable Retention Period.
- 4.2 The Supplier shall keep the records and accounts it maintains under this Contract in accordance with Good Industry Practice, in chronological order and in a form that is capable of audit.
- 4.3 The Supplier shall ensure that the Management Information and any other records, accounts, reports, data and information it is required to maintain or provide to the Authority under this Contract is:
 - 4.3.1 compatible with the systems used by the Authority and is in a form that the Authority is able to access, download, read, print and analyse; and
 - 4.3.2 is accurate and fully auditable such that the Authority can understand when and by whom amendments and changes have been made.
- 4.4 The Supplier shall comply with the Authority's reasonable instructions in respect of the retention of records and accounts under this Contract including that set out in Annex 4 and any other retention of records policy which the Authority may make available to the Supplier at its discretion from time to time on written notice to the Supplier. The Supplier agrees to effect such changes at no additional cost to the Authority.
- 4.5 Wherever practical, the Supplier shall retain original records. True copies of the original records may be kept by the Supplier where it is not practicable to retain original records.
- 4.6 The Supplier agrees that should it be uncertain as to when records and other information should be deleted or disposed of in accordance with the Retention Period it shall not delete or dispose of such information or records until it has consulted with the Authority.
- 4.7 The Supplier shall determine if there are any legislative or other requirements which would necessitate certain records to be retained for longer and, in such event, shall refer the matter to the Authority for its consideration.

5. ACCESS

- 5.1 Upon request, the Supplier shall promptly, and in any event within two (2) Working Days of request:
 - 5.1.1 make available to the Authority the Management Information, reports and records required under this Contract and all of the underlying data and documents that support any of them; and
 - 5.1.2 answer any questions that the Authority may have in respect of the Management Information, reports and records made available under and/or generated in respect of this Contract.

6. MISTAKES IN INFORMATION

- 6.1 The Supplier shall be responsible for the accuracy of all documentation, drawings, reports and information supplied to the Authority by or on behalf of the Supplier under this Contract and shall pay the Authority on demand any extra costs occasioned by any discrepancies, errors or omissions therein.

- 6.2 Supplier shall immediately notify the Authority in writing if it discovers any errors or omissions in the documentation, drawings and reports and/or information supplied to the Authority under this Contract and, in doing so, shall provide all necessary information to rectify such mistake (which shall include the Supplier confirming any consequences arising as a result of the revised position)

ANNEX 1

PERFORMANCE MANAGEMENT INFORMATION

1. Details of each person referred to the Supplier as a potential CAS-2 Resident:

- 1.1 A unique reference for each CAS-2 Resident
- 1.2 *Name and title
- 1.3 Date of birth
- 1.4 Gender, including re-assignment
- 1.5 PNC number (where applicable or known)
- 1.6 Prison number or nDelius number (where known)
- 1.7 National Insurance number (where known)
- 1.8 Ethnicity including Authority ethnicity code
- 1.9 Nationality
- 1.10 Disability and type
- 1.11 Religion or belief
- 1.12 Sexual orientation
- 1.13 Maternity / Pregnancy (status as applicable)
- 1.14 Marital status (including civil partnership)
- 1.15 Referral to include children
- 1.16 Immigration status
- 1.17 Military veteran
- 1.18 Mental health need
- 1.19 Summary of offence
- 1.20 Home area
- 1.21 Names of referring establishment / court / Probation division
- 1.22 Referring organisation type
- 1.23 Name of referrer
- 1.24 Type of referral
- 1.25 Accommodation
- 1.26 Requested town / area

- 1.27 Person subject to tagging and Electronic Monitoring Supplier delivering (contingency for multiple)
- 1.28 Date of referral
- 1.29 Time of referral
- 1.30 Date of offer or rejection
- 1.31 Time of offer or rejection
- 1.32 Status of referral – Live / Suspended / Cancelled / Aborted / Placed into CAS-2
- 1.32a Sub-status of Referral to include as a minimum:
 - Duplication / Created in error
 - Applicant – Declined Offer
 - Applicant – Failed to arrive
 - Court – Custodial Sentence
 - Court – Remanded in custody
 - Governor – Alternative accommodation chosen
 - Governor – HDC declined
 - Governor – Other
 - HDC – HDC time run out
 - Supplier – Assessed as High Risk
 - Supplier – No suitable Property available in area
 - Supplier – No suitable Property other
 - Supplier – Not eligible
 - Supplier – Incomplete Referral
- 1.33 Date of decision
- 1.34 Domestic Abuse victim
- 1.35 Domestic Abuse potential perpetrator
- 1.36 Date of expected custodial release (as provided by the referrer where applicable)

2. Details of CAS-2 Residents / Caseload

- 2.1 Unique reference number for the Accommodation
- 2.2 Unique reference number for Bed Space
- 2.3 *Name and Title
- 2.4 Date of birth
- 2.5 Ethnicity including Authority ethnicity code
- 2.6 Nationality
- 2.7 Disability and type
- 2.8 Religion or belief
- 2.9 Sexual orientation

- 2.10 Maternity / Pregnancy
- 2.11 Marital status (including civil partnership)
- 2.12 Referral to include children
- 2.13 Immigration Status
- 2.14 Military Veteran
- 2.15 Mental Health need
- 2.16 Home area
- 2.17 Gender including re-assignment
- 2.18 Referring organisation type
- 2.19 Type of referral
- 2.20 Accommodation and Support
- 2.21 Mental health marker
- 2.22 Expected date of departure (Bail Order, HDC Licence) plus 1 week
- 2.23 CAS-2 Resident status
- 2.24 CAS-2 Resident start date
- 2.25 CAS-2 Resident end date
- 2.26 Date Induction conducted
- 2.27 Number of days in the Accommodation
- 2.28 Person subject to tagging and Electronic Monitoring Supplier delivering (contingency for multiple)
- 2.29 Departure status to include as a minimum:
 - CAS-2 Accommodation withdrawn – Resp. Authority Enforcement
 - Not Settled Accommodation
 - Settled Accommodation
 - Returned to Court / Sentenced to Custody
 - Terminated – CAS-2 Resident Failed to Arrive
 - Transfer to another CAS-2 property
 - Transfer to non-MoJ accommodation provision (non CAS-2)
 - Transfer to CAS-3 provision
 - Created in error
- 2.29a Departure sub-status to include as a minimum:
 - Abandoned Accommodation
 - Approved Premises Tier 1 (Offender Management Act 2007)
 - Arrest for further reasons
 - B&B / Hostel / Temp Accommodation
 - B&B / Hostel / Temp Accommodation – Pending LA Assessment
 - EMS Curfew

- Living with Family & Friends
- Living with Family & Friends
- Moved into LA / RSL Tenancy

- 2.30 Outcome
- 2.31 Subject to Electronic Monitoring and tagged
- 2.32 CAS-2 Resident Approved for extension by the Authority
- 2.33 Domestic Abuse perpetrator
- 2.34 Domestic Abuse victim
- 2.35 HDC period extension approval – date of decision and Authority approver
- 2.36 Move-On outcome as per technical note
- 2.37 Failure to arrive and resultant action
- 2.38 Date of “breachable” event
- 2.39 Date of breach action taken
- 2.40 Time of day breach action taken
- 2.41 Type of incident (Major or Other Reportable)
- 2.42 Date of reportable incident occurring
- 2.43 Time of day of reportable incident occurring
- 2.44 Date reportable incident was reported
- 2.45 Time of day reportable incident was reported
- 2.46 Date(s) of evidenced weekly support session (bail) delivered

3. Accommodation

- 3.1 Accommodation by Probation area
- 3.2 Local Authority
- 3.3 Constituency and MP
- 3.4 Accommodation and Bed Space identifier
- 3.5 Number of Bed Spaces by Accommodation
- 3.6 Total number of contractual Bed Spaces
- 3.7 Occupancy status of Bed Spaces at Accommodation being either:
 - 3.7.1 Vacant;
 - 3.7.2 Allocated but unoccupied (including unique CAS-2 Resident reference number);

- 3.7.3 Unavailable (including category);
- 3.7.4 Occupied but CAS-2 Resident has overstayed (i.e. the CAS-2 Resident has stayed in the Accommodation beyond the duration of the relevant order or licence plus 7 calendar days);
- 3.7.5 Occupied by CAS-2 Resident;

All Bed Spaces, Occupancy statuses listed shall state the date and time which they became/become the status listed in 3.7.1 – 3.7.5.

- 3.8 For Bed Space not in use – Category of “Bed Space not in use”
- 3.9 Date Bed Space not in use became not in use
- 3.10 Date Bed Space not in use became available to use.
- 3.11 Amount of weekly Housing Benefit (or equivalent social security benefit) expected income by Bed Space and CAS-2 Resident
- 3.12 Amount of weekly Housing Benefit (or equivalent social security benefit) additional amounts claimable including for provision of support by Bed Space and CAS-2 Resident
- 3.13 Amount of Housing Benefit or other “state” income received by Bed Space and CAS-2 Resident
- 3.14 Service charge level payable by CAS-2 Resident
- 3.15 Property accessibility
- 3.16 Accommodation where tighter referral conditions have been applied
- 3.17 Monthly Bed Space and Property Report Date Accommodation and Bed Space came into service
- 3.18 Full address and post code
- 3.19 Accommodation and Bed Space identifier
- 3.20 Accommodation accessibility including wheelchair and other access
- 3.21 Date upon which the Accommodation and Bed Space were no longer used for the Services
- 3.22 Details including dates and names of property procurement consultation
- 3.23 Sensitive property marker
- 3.24 The average number of Bed Spaces provided during the Month overall including Bed Space not in use
- 3.25 Accommodation EPC rating

4. Finance

- 4.1 Details of income from HMPPS or other public sector funding sources
- 4.2 Voids quarterly reconciliation
- 4.3 Bad Debt Reconciliation Summary.

- 4.4 Discretionary discharge grants received, and amount refunded for CAS-2 Residents who did not use the Accommodation (discretionary discharge grants being an amount of money that may be given to a Prisoner by a Prison at its discretion prior to the Prisoner's release from Prison)
- 4.5 Open Book Accounts
- 4.6 Reconciliation of Supplier income: Housing Benefit (or equivalent social security benefit), average CAS-2 Residents per Bed Space.
- 5. Complaints**
 - 5.1 The number of complaints received, status and trends.
 - 5.2 Full details of the outcome of each complaint received by the Supplier (both resolved and not resolved)
- 6. Quality Assurance**
 - 6.1 Full details of the Quality Assurance Arrangements the Supplier is delivering in respect of the Services including:
 - 6.1.1 processes in place;
 - 6.1.2 actions taken;
 - 6.1.3 outcomes arising;
 - 6.1.4 lessons learnt; and
 - 6.1.5 trend analysis.
- 7. Other**
 - 7.1 the number of Supplier Personnel in post, vacancies and long-term absences and any changes to the structure/staff offering against the Supplier's operating model.
 - 7.2 details of Sub-contractors
 - 7.3 Media interest – a list of media approaches, date and nature of approach
 - 7.4 Promotional activity – all activity promoting the Services and all results in respect of such activity
 - 7.5 Details of Major Incidents including full details of rectification action undertaken by the Supplier.
 - 7.6 An accurate record of the Authority Materials at the Suppliers Premises and Accommodation;
 - 7.7 A full record of all incidents relating to health, safety and security which occur during the Contract Period.
 - 7.8 Any trade union concerns.
 - 7.9 Any unexpected problems and emergencies resolved by the Supplier.
 - 7.10 Details of proposed new Sub-contractors.

- 7.11 In respect of each of the types of Referrers, any variation in CAS-2 Service Levels received by the respective Referrers (including Prisons and Courts).
- 7.12 Any problems arising in respect of the Services that would cause the Authority concern in meeting its obligations under the Equality Act 2010.
- 7.13 Details of any proposed Key Personnel changes. Planned or unplanned absentee covers including use of agency drivers.
- 7.14 Health and Safety, compliance with Fire Regulations, report on health and safety and fire equipment inspections, details of any hazards and injuries and claims for compensation, new legislation and new materials to be used that are governed by the Control of Substances Hazardous to Health (COSHH) regulations.
- 7.15 Failure by Sub-contractors to fulfil any obligations they may have under any Sub-contract.
- 7.16 Performance of the Supplier help/service desk.

ANNEX 2

REPORTS

1. Reports

Report Name (Reports marked ** are Core Reports)	Content	Frequency and Date of Report	Method of Delivery to Authority
Weekly MI upload **	Each of the data strands set out in Paragraph 1, 2 and 3 of Annex 1 (except those marked with an *), weekly and Monthly in arrears	Each Friday during the Contract Period	Via the Prison Probation Analytical Services Hub
Monthly Bed Space and Property Report**	<p>The data strands in each of the following sub-paragraphs to Paragraph 3 of Annex 1 of Schedule 7, Monthly in arrears:</p> <p>3.1 3.2 3.3 3.4 3.5 3.6 3.17 3.18 3.24</p>	First day of the Month	By secure email to REDACTED
End of Month final performance upload**	<p>Performance against CAS-2 Service Levels, monthly in arrears and quarterly in arrears, including each of the data strands set out in Paragraph 1, 2 and 3 of Annex 1 of Schedule 7 (except those marked with an *), weekly and Monthly in arrears</p> <p>Evidence of the Supplier's Actual Performance shall be collected in a way that enables the Supplier's provision of the Services to be analysed by protected characteristics as defined under the Equality Act 2010.</p>	10 th Working Day following Month end during the Contract Period; and a consolidated report the 10 th Working Day (where the data will be treated as the final and accurate submission of the performance by the Supplier)	Via the Prison Probation Analytical Services Hub

Report Name (Reports marked ** are Core Reports)	Content	Frequency and Date of Report	Method of Delivery to Authority
RMG performance report**	Report detailing each of the data strands set out in Paragraphs 4, 5, 6, and 7 of Annex 1 of Schedule 7, quarterly in arrears and the sum of the Service Credits accrued	Quarterly	By secure email to the Quarterly Relationship Management Group. Delivery ten (10) days in advance of the relevant RMG meeting
Equalities Report**	Report detailing how the Supplier has delivered the Services against each of the protected characteristics set out in the Equality Act 2010	Once every twelve (12) months, by 30 th June each year, covering the preceding 12-month period to 31 st March.	By secure email to REDACTED
Continuous Improvement Report**	Report containing the details in required under Clause 8.5 and the Bad Debts Reconciliation Summary This must take account of the Energy Performance Report.	Once every twelve (12) months, by 30 th June each year, covering the preceding 12-month period to 31 st March.	By secure email to REDACTED
Review Report**	Report containing the details in accordance with Paragraph 6.2 of Schedule 17.	Within twenty (20) days of completion of the Supplier's review of the BCDR plan, in accordance with Schedule 17.	By secure email to REDACTED
Expenditure Report	Report containing the details required under Clause 15.8.	Promptly upon request from the Authority.	By secure email to REDACTED
Incidents Report	Report of Major Incidents and Other Reportable Incidents which have occurred.	<i>Major Incidents</i> – within twenty-four (24) hours of the Supplier becoming aware of incident taking place; and <i>Other Reportable Incidents</i> – within three (3) days of the Supplier becoming aware of incident taking place.	By secure email to REDACTED

Report Name (Reports marked ** are Core Reports)	Content	Frequency and Date of Report	Method of Delivery to Authority
Security Incidents Report**	Report of information security incidents through appropriate internal management channels in accordance with Schedule 12, the Information Security Management Plan agreed pursuant to Paragraph 2.3 of Schedule 12, Authority Incident Management Policy and Authority Incident Management.	Within one (1) hour of incident identification	By secure email to REDACTED
Security Breach Report**	Report of any Breach of security or attempted Breach of Security in accordance with the Authority's Information Assurance Policy plus any additional requirements which may be required in accordance with the Information Security Management Plan agreed pursuant to Paragraph 2.3 of Schedule 12.	Immediately.	By secure email to REDACTED
Vulnerabilities Report	Report detailing both patched and outstanding vulnerabilities in the Supplier's provision of the Services.	Within five (5) Working Days of the end of each Month, from the Service Commencement Date (or such earlier date as specified in the Security Management Plan).	By secure email to REDACTED
Information Classification Policy Breach Report	Unless otherwise defined as part of its incident management policy, report indicating where breaches of the Authority's Information Classification Policy have occurred and key areas of concern with policy compliance.	Within one (1) hour of incident identification.	By secure email to REDACTED
Bail Violations Report	Report to the police of any breach of bail conditions observed by the Supplier. Depending	Promptly upon observation of any breach of bail conditions.	By secure email to REDACTED

Report Name (Reports marked ** are Core Reports)	Content	Frequency and Date of Report	Method of Delivery to Authority
	on the type of breach, the Supplier may be required to complete a Section 9 Witness Statement.		
ICT Security Metrics Report	Report of key ICT security metrics to quantify the target and actual timings for the activities described in the Security Management Plan.	Within one (1) Month of the Service Commencement Date and every Month thereafter.	By secure email to REDACTED
Security Compliance Report	Report describing security controls, activities and outputs for the Services which shall include: the activities of the security awareness, education and training programme; the results from the network discovery and vulnerability scanning exercises; security incidents/breaches; and non-compliances and residual risks, including those accepted by any other customers of the Supplier's services that are shared with the Authority.	Within one (1) Month of Service Commencement Date and every three (3) Months thereafter	By secure email to REDACTED
Security Health Report	Report on the state of protective security for the Services, including a description of the annual updates to: the ISMS and Security Management Plan; and the record of IT Health Check tests for infrastructure and applications.	Within one (1) Month of Service Commencement Date and annually thereafter.	By secure email to REDACTED
Virus Infections Report	Report on virus infections in accordance with the Authority's Incident	Promptly in accordance with the Authority's	By secure email to REDACTED

Report Name (Reports marked ** are Core Reports)	Content	Frequency and Date of Report	Method of Delivery to Authority
	Management Policy plus any additional requirements which may be required in accordance with the Information Security Management Plan agreed pursuant to Paragraph 2.3 of Schedule 12.	Incident Management Policy.	
CMS Emergency Maintenance Report	Report that the Caseload Management System is unavailable due to emergency maintenance. If reasonably required by the Authority, the Supplier must provide regular status reports until the resolution of the emergency.	Promptly.	By secure email to REDACTED
CMS Availability Report	Report on the availability of the Caseload Management System in the preceding Month.	Within five (5) Working Days of the end of each Month.	By secure email to REDACTED
IT Health Check Report	An unabridged and unaltered copy of the IT Health Check report.	Promptly following completion of each IT Health Check undertaken by the Supplier.	By secure email to REDACTED
Energy Performance Report	Report that gives an overview of all Accommodation EPC target and actual rating's and energy usage across the contract. The Report must address energy usage broken down by each Accommodation property and products.	Within one month of the Service Commencement Date and quarterly thereafter.	By secure email to REDACTED
Social Value Report **	A report setting out the delivery/progress of the Social Value commitments made in the bidding stage as well as their impacts and any future innovations/improvements of the social value offering.	Within one month of the Service Commencement Date and annually thereafter.	By secure email to REDACTED

Report Name (Reports marked ** are Core Reports)	Content	Frequency and Date of Report	Method of Delivery to Authority
Case Review Reports **	Report as required following a Major Incident with Case Review requirement (F6 of specification)	Within 28 calendar days of Incident occurring	By secure email to REDACTED

2. Incident Reporting

The Supplier shall report incidents to the Authority in accordance with the table below. Reports shall be submitted to the Authority via secure email as follows:

Major Incidents – within twenty-four (24) hours of the Supplier becoming aware of incident taking place; and

Other Reportable Incidents – within seventy-two (72) hours of the Supplier becoming aware of incident taking place.

	INCIDENT	Major	Other	CR
Death	• Death of a CAS-2 Resident	✓		CR
	• Unexpected death – deliberate or accidental - of anyone present in the Accommodation or anyone conducting business in respect of the Services	✓		CR
Assault*	• Sexual assault/abuse including threats thereof	✓		CR
	• Indecent exposure	✓		CR
	• Physical assault requiring emergency medical intervention	✓		CR
	• Racially aggravated assault/abuse	✓		CR
	• Serious threats of violence	Child	✓	Child CR
	• Other physical assault/abuse	Child	✓	Child CR
	• Verbal assault/abuse		✓	
	• Other abuse, including bullying, neglect, and/or financial abuse and/or malicious communication		✓	
Injury*	• Serious accidental injury incurred by the Supplier's Personnel or any other third party whilst in the Accommodation or any Supplier Premises and requiring emergency medical intervention	✓		
	• Self-harm (CAS-2 Resident) needing emergency medical intervention	✓		
	• Minor injuries (but not cuts and bruises) – in the Accommodation or when conducting the Supplier's business only		✓	
	• Attempted suicide or threat thereof	✓		
Property/	• Fire / flood / structural damage resulting in full / partial evacuation	✓		CR
	• Other incident resulting in evacuation or closure of service	✓		CR

	INCIDENT	Major	Other	CR
	• Attack on any Accommodation	✓		
	• Bomb threat	✓		
	• Police raid	✓		
	• Discovery of firearms / other weapons (swords/knives etc)	✓		
	• Discovery of drugs factory/ activity	✓		
	• Other fire / flood / structural damage		✓	
	• Vandalism/criminal damage		✓	
	Targeted criminal activity on a property and/or CAS-2 Residents (e.g. "Cuckooing")**	✓		CR
	• Arrest of staff member on duty or in relation to work issues	✓		
CAS-2 Residents	• Arrest on criminal charges in relation to an incident involving CAS-2 Resident(s), or third parties or property (including any Accommodation) in respect of the Services	✓		CR
	• Serious Anti-Social Behaviour involving a Service User(s) at or close to the Accommodation	✓		
	• Alleged theft of Supplier Assets		✓	
	• Arrest on criminal charges other than as described above		✓	
	• Evidence of children (under 18 years old) at the Accommodation	✓		CR
	• Overnight guests at the Accommodation		✓	
	• Actual or suspected drug use	✓		
<p>* Nothing in this Contract shall limit the Supplier's responsibility to report accidents and injuries to the Health and Safety Executive where required.</p> <p>** Indicates where a case review in accordance with the Services Specification shall be required</p>				

ANNEX 3

RECORDS

Record	Description
Agreement	<p>This Contract and all amendments to it.</p> <p>All other documents which this Contract expressly requires to be prepared.</p> <p>Notices, reports and other documentation submitted in accordance with this Contract.</p>
Accommodation Agreement	A copy of the Accommodation Agreement prepared by the Supplier and signed by the CAS-2 Resident during that CAS-2 Resident's induction meeting.
Supplier's Personnel	A list of all job titles, job descriptions and responsibilities assigned, record of training completed to the Personnel (including Personnel of any Sub-contractor), including whether such Personnel are engaged on a full-time or part-time basis.
Supplier's Key Personnel	Records relating to the appointment and succession of the Key Personnel.
Sub-contracts	A list of all Sub-contracts it has entered into in respect of this Contract, including details as to the rights to terminate, assign (including whether the Sub-contract may be freely assigned to the Authority) and novate the Sub-contract, potentially price-affecting terms and any other information reasonably required to understand the nature, scope and purpose of such Sub-contracts and any potential risks to business continuity.
Assets and Intellectual Property	<p>A register which shall detail all Supplier Assets (including Intellectual Property Rights) used or created by the Supplier and/or its Personnel during the provision of the Services, including the value of such items and, where the item or rights referred to belong or are subject to the rights of a third party then:</p> <ul style="list-style-type: none"> a. the identity of such third party; b. details of the third party's rights; <ul style="list-style-type: none"> (i) details of the terms upon which the item or right has been made available to the Supplier (a copy of which may be disclosed to the Authority upon request); and (ii) any other information with the Authority should be made aware of in respect of such rights; and c. where the Supplier Asset is or comprises software, whether: <ul style="list-style-type: none"> (i) it is commercially available (from the Supplier or a third party);

Record	Description
	<p>(ii) not commercially available, but developed by the Supplier or a third party specifically for use in the Services; or</p> <p>(iii) not commercially available and not developed by the Supplier or a third party specifically for use in the Services.</p>
Premises	<p>A list of Supplier Premises and Accommodation used in the delivery of the Services and the premises of its Sub-contractors who perform Services on behalf of the Supplier, including:</p> <ul style="list-style-type: none"> a. the address of the premises; b. a brief description of the location; c. the nature of the premises used in connection with the Services; d. the Services carried out at the location; e. the hours of operation; and f. where relevant, the contact details of the landlord or other lessor of the property as applicable.
Accommodation Conditions	<p>A record of all relevant documentation relating to the Accommodation, including insurance certificates, records of house visits, house rules, maintenance records and records of compliance with statutory requirements such as PAT testing.</p>
Accommodation Visits	<p>A record of visits to each Accommodation property (both vacant and occupied), including unannounced visits to each occupied Accommodation property.</p>
Accommodation Incidents	<p>A written record, made within one (1) Working Day, notifying the Authority of any of the following incidents, with the exception of death and/or injury of a CAS-2 Resident at any Accommodation (where the obligation shall be immediate):</p> <ul style="list-style-type: none"> a. where a CAS-2 Resident is admitted to hospital; b. where a CAS-2 Resident is subject to medical care and subsequently requires minor adjustments to be made to their Accommodation, c. in this Schedule, before the CAS-2 Resident returns; or d. where a CAS-2 Resident has medical needs which have not resulted in a visit or admission to hospital, but did result in police involvement. <p>All notifications shall also be captured in the Management Information provided by the Supplier to the Authority.</p>

Record	Description
Post-Accommodation Report	<p>A closing summary, written at the expiration of the Bailee's Accommodation Agreement, detailing:</p> <ul style="list-style-type: none"> a. the Bailee's period of residence in the Accommodation; b. the support provided to and made use of by the Bailee; c. a description of the behaviour of the Bailee throughout the Accommodation Agreement; and d. details of the Bailee's move-on accommodation, including address.
CAS-2 Residents	A list of the CAS-2 Residents who receive Accommodation under this Contract, including the information listed in section 2 of Annex 1 of this Schedule 7 (titled "Details of CAS-2 Residents / Caseload").
Processes	Details of all processes and procedures (manually and electronically managed) used in connection with the performance and delivery of the Services.
Performance	All performance statistics and details of any performance issues and complaints relating to the Services.
Operational Service Manuals	All operational manuals prepared by the Supplier for the purpose of the provision of the Services.
Training	Details of all training materials used in connection with the performance and delivery of the Services.
Certification	All certificates, licences, registrations and warranties in each case obtained by the Supplier in relation to the provision of the Services.
Change Control Procedure Documentation	<p>Documents submitted by the Supplier pursuant to the Change Control Procedure.</p> <p>Evidence of all Contract Changes approved in accordance with the Change Control Procedure.</p>
Dispute Resolution	Documents submitted by the Supplier following invocation of the Dispute Resolution Procedure by either Party.
Disposal Records	Documents that record the secure disposal of Authority Materials and Deliverables, whether such disposal is effected by the Supplier or its Personnel.
Change of Control	Documents evidencing any change in ownership or control of the Supplier.
Financial Records	<p>The Open Book Accounts.</p> <p>Documents prepared by the Supplier in support of claims for payment of the Contract Price, including all invoices raised.</p>

Record	Description
	<p>Supplier and its Sub-contractors invoices and records related to applicable taxes.</p> <p>All expenditure that the Supplier anticipates incurring in respect of the provision of the Services and any funds held by the Supplier</p>
Legal	<p>Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.</p> <p>A list of any on-going and/or threatened disputes in relation to the Services (whether in respect of the Supplier or its Personnel)</p>
Security	All records concerning security incidents.
Risk	A register setting out all risk arising in connection of the Services.
Force Majeure	Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
Free Services	A record of all services obtained at no charge from the Authority or any other government agency.
Personnel Data Protection Consents	Full written records of the consents and permissions obtained by the Supplier from the Supplier's Personnel to enable it to fulfil its obligations under Clause 16.
Personnel Security Clearance Consents	A record of the consents and permissions obtained by the Supplier relating to its Personnel's security clearances. BPSS/DBS certificate number and expiry date, SC (where applicable) clearance date and expiry date.
Personnel Monitoring Consents	An auditable record of the written confirmations from the Supplier's Personnel, made prior to their employment or engagement and each (12) Months thereafter, that they have accepted: 1) the Authority's IT Acceptable Use Policy and 2) that communications sent or received by means of an Authority approved secure HMG network may be intercepted and/or monitored.
Freedom of Information	A record of all information retained by the Supplier for disclosure pursuant to Clause 34.
Contact Record	A record of contact with each Bailee at the weekly support session and the actions agreed with the Bailee.
Attendance Failure Record	A record of the written warning issued by the Supplier to a Bailee or HDC CAS-2 Resident for the latter's failure to attend a support session with the Supplier without a reasonable and acceptable explanation.
Information Sharing Record	A record of all information requested and/or shared with the policy by the Supplier.

Record	Description
Security Documentation	<p>Security documentation covering the scope of the Services as records under configuration control including, but not limited to:</p> <ul style="list-style-type: none"> (a) SyOPs for user, manager and administrator roles; (b) Policy documentation; (c) Security design and build/configuration documentation; (d) Security architecture documentation; and (e) Assurance (including security certifications, security tests etc) documentation.
Market Stewardship Principles – Complaints	A record of details of all issues arising out of complaints from suppliers that they have not received anticipated work (including volumes, where appropriate).
Market Stewardship Principles – Meetings	A record of details of the conduct of all meetings with members of the Supplier's supply chain.

ANNEX 4

RETENTION PERIODS

Save for any Personal Data, the Supplier shall ensure that all documentation that relates to the performance of this Contract, the Services and any other matters in respect of which the Authority is granted a right of audit hereunder shall be retained for a period of six (6) years from the expiry or termination of this Contract.

The Supplier shall retain Personal Data only as long as is necessary to administer any outstanding claims or to comply with legal or regulatory obligations. Termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier.

SCHEDULE 8

FINANCIAL MODEL

1. INTRODUCTION

- 1.1 This Schedule details the requirements for the Financial Model that is to be supplied by the Supplier to enable the Authority to identify how the Supplier calculates the Contract Price. The Contract Price shall be calculated in accordance with the provisions stated in Schedule 5.
- 1.2 The Supplier and the Authority will both retain copies of the Financial Model in hard and soft copy and the Supplier shall provide the Authority with updates to the Financial Model in accordance with the provisions of this Schedule.
- 1.3 The Financial Model shall be used together with the rates set out in Schedule 5 as a basis for considering any changes to the Contract Price under Schedule 9 and for such other purposes as are specifically indicated in this Contract.

2. CONTENT AND CONSTRUCTION OF THE FINANCIAL MODEL

- 2.1 The Financial Model shall:
 - 2.1.1 provide sufficient detail for the Authority to have visibility of all the costs to be incurred by the Supplier and of the Contract Price to be paid in respect of the provision of the Services;
 - 2.1.2 be constructed in relation to Service Charges on an annual basis
 - 2.1.3 quote all monetary values in pounds Sterling;
 - 2.1.4 quote all costs as exclusive of any VAT;
 - 2.1.5 provide visibility of the input costs and income for providing the Services throughout the Contract Period, excluding mark-up, which shall include without limitation at least the following:
 - a. labour broken down by each job title (e.g. project manager), with the number of days and daily rate shown for each job title. Labour shall also be broken down and sub-totalled by the major phases of the project;
 - b. hardware and software costs;
 - c. depreciation policy applicable to Supplier Assets (including software and hardware);
 - d. licence costs;
 - e. Sub-contractor costs;
 - f. Accommodation costs (if applicable);
 - g. overheads / mark-ups separately identified, and their calculation explained;
 - h. pricing of risk fully explained, and the quantification supported by a risk matrix;
 - i. financing costs (if applicable) showing the interest rate and calculation and the need to apply financing explained;
 - j. other miscellaneous costs; and

- k. all income including Housing Benefit or equivalent social security benefit, rental and housing services charges.
- 2.1.6 provide a reasonably skilled and experienced individual with a full analysis of the Supplier's capital and operating costs and the assumptions used to develop and modify the Contract Price set out in Schedule 5;
- 2.1.7 quote all costs, prices and revenues based on current prices;
- 2.1.8 describe any indexation assumptions relating to input costs;
- 2.1.9 be constructed in a format and using a software tool as specified by the Authority;
- 2.1.10 not have any parts which are hidden, protected, locked or made otherwise inaccessible or obscured to review or alteration;
- 2.1.11 be laid out in a clear and logical manner. The overall flow of information in the Financial Model shall flow from inputs, to calculations, to outputs, with the final output being in tables. Any formulae in the Financial Model shall not contain a mixture of inputs and calculations. Any column labelling in the Financial Model shall be consistent between worksheets;
- 2.1.12 clearly show the calculation of any financing charges associated with outstanding balances (between costs incurred and revenue received); and
- 2.1.13 provide visibility of profit (and the calculation of profit) both as a value and as a percentage.
- 2.2 The Supplier shall, if requested by the Authority, provide (or procure the provision of) the above level of information in relation to the costs and expenses to be incurred by any of its Sub-contractors or third-party suppliers.

3. VISIBILITY THROUGH THE FINANCIAL MODEL

- 3.1 The Financial Model shall show the financial details and assumptions (as requested by the Authority) behind:
 - 3.1.1 all Contract Price paid or payable to the Supplier by the Authority under this Contract;
 - 3.1.2 all Contract Price forecast to be paid or payable to the Supplier by the Authority in the Financial Model over the Contract Period and in respect of this Contract;
 - 3.1.3 all amounts recognised as costs in accordance with generally accepted accounting principles within England and Wales but excluding taxation, funding and similar costs, non-cash items (including impairments and movements in provisions but not depreciation and amortization);
 - 3.1.4 all amounts recognised as costs in accordance with generally accepted accounting principles within England and Wales but excluding taxation, funding and similar costs, and non-cash items (including impairments and movements in provisions but not depreciation and amortization) as forecast by the Supplier in the Financial Model to be incurred over the Contract Period and in respect of this Contract.
- 3.2 The Supplier shall complete and update (in accordance with the provisions of Paragraph 5 below) the Financial Model using Open Book Accounts.
- 3.3 The Supplier shall provide to the Authority the following information in relation to the Contract Price:
 - 3.3.1 the Supplier's total fixed price for the Services and/or Deliverables;

- 3.3.2 the margin included in that total fixed price;
- 3.3.3 a list of the agreed prices against each manpower grade in the Financial Model;
- 3.3.4 a list of the costs underpinning those prices for each manpower grade in the Financial Model, being the price less the margin;
- 3.3.5 a summary of the costs broken down against each Service and/or Deliverable;
- 3.3.6 details of any other manpower costs, not already included in these rates, for all activities to be undertaken;
- 3.3.7 explanation of any underlying assumptions regarding:
 - a. overtime rates;
 - b. standard hours;
 - c. Accommodation charges;
 - d. discounts applied; and
 - e. debt and Voids;
- 3.38 a resource estimating model to support the payment of the Contract Price/Changes if applicable;
- 3.3.9 a breakdown of manpower resources by the number and type of Supplier's Personnel (including any Sub-contractors) required for each Deliverable and/or Service and free of any contingency. This should also apply to third party costs;
- 3.3.10 the total price of Deliverables broken down by volume, unit cost and margin;
- 3.3.11 any additional activities, costs and, risks that may impact the Authority and which are not already covered by the Contract Price;
- 3.3.12 an explanation of the type and value of risk associated with the provision of Services, including the amount of money attributable to each risk;
- 3.3.13 an explanation and supporting details of any financing costs applicable to this Contract;
- 3.3.14 the actual Contract Price profile for each Month; and
- 3.3.15 any additional information as the Authority reasonably requires.

4. CUSTODY OF THE FINANCIAL MODEL

- 4.1 Immediately after execution of this Contract and following agreement by both Parties of the changes to the Financial Model under Paragraph 5 of this Schedule, the Supplier shall deliver two (2) soft copies and two (2) hard copies of the Financial Model to the Authority.

5. UPDATES TO THE FINANCIAL MODEL

- 5.1 Unless otherwise agreed in writing between the Parties, any updates to the Financial Model shall reflect, be consistent with and be made only in accordance with the provisions of this Contract, and shall in all cases be subject to the Approval of the Authority (such approval not to be unreasonably withheld or delayed).

- 5.2 All changes to the Financial Model should be auditable and implemented and documented under formal version control.
- 5.3 The Supplier shall, inter-alia, revise the Financial Model in order to reflect any inputs, modifications or other amendments to the Financial Model which are effected pursuant to this Contract, including but not limited to any amendments made to the Financial Model which arise from:
- 5.3.1 the implementation of a Change which affects the Contract Price; and
- 5.3.2 any changes to the Supplier's accounting practices.
- 5.4 Each Financial Model shall be constructed using the same methodology as that used for the then current Financial Model and shall be consistent with and made in accordance with the provisions of this Contract.
- 5.5 The Supplier shall adhere to and apply the following principles when preparing an Updated Financial Model:
- 5.5.1 any amendment which is made in order to evaluate the impact of any inputs, modification or other adjustment shall relate only to such inputs, modification or other adjustment; and
- 5.5.2 no amendment shall affect, in any way whatsoever, the performance of the Services, save as agreed in accordance with the Change Control Procedure.
- 5.6 On the occurrence of any event which requires the Financial Model to be updated, the Supplier shall effect the change on the latest version of the Financial Model and deliver the Updated Financial Model, to the Authority for Approval. The Supplier shall ensure that each version of the Financial Model delivered to the Authority shall be certified by a director of the Supplier as being accurate and not misleading and in conformity with all generally accepted accounting principles within England and Wales.
- 5.7 Unless the Authority wishes to dispute the Financial Model in accordance with Paragraph 6, the Authority shall approve the Updated Financial Model within thirty (30) days of receipt of the same (or such other period as the Authority advises the Supplier in writing).
- 5.8 If the Authority Approves the Updated Financial Model submitted by the Supplier, it shall advise the Supplier of its decision in writing and the updated and Approved Financial Model shall become, with effect from the date of such Approval, the Updated Financial Model in place for the purposes of this Contract.

6. DISPUTE

- 6.1 If the Authority disputes any Financial Model, it may request such further information from the Supplier as it requires prior to delivering a decision on whether it accepts or rejects the relevant Financial Model.
- 6.2 In the event that the Authority and the Supplier are unable to reach Contract on any Financial Model, the matter shall be referred for determination in accordance with the Dispute Resolution Procedure.

7. CERTIFICATION OF COSTS

- 7.1 The Supplier shall, on each anniversary of the Commencement Date, and also at the request of the Authority, such additional requests not to exceed five (5) occasions over the Contract Period, provide to the Authority, a certificate of any of the costs incurred under Paragraph 3 within fifteen (15) Working Days of such request. The certificate should be signed by a director of the Supplier.

- 7.2 Following receipt of the certificate of costs, the Supplier shall provide to the Authority any reasonable additional information to enable the Authority to verify the accuracy of the certificate of costs.
- 7.3 The Supplier shall meet with the Authority at monthly intervals during the Contract Period to monitor the key elements of the Financial Model and the Supplier shall highlight directly to the Authority any variances from the Financial Model.

ANNEX 1

OUTPUT FROM THE FINANCIAL MODEL

1. Financial Model

The document embedded below is incorporated into this Contract, as if set out in full:

REDACTED

SCHEDULE 9

CHANGE CONTROL PROCEDURE

1. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 1.1 This Schedule sets out the procedure for dealing with changes to this Contract.
- 1.2 The Parties shall deal with Contract Change as follows:
 - 1.2.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 3.1;
 - 1.2.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 4 before the Contract Change can be either approved or implemented;
 - 1.2.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 5;
 - 1.2.4 the Supplier shall have the right to reject a Change Request solely in the manner and circumstances set out in Paragraph 5;
 - 1.2.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 5.2 and the Contract Change has been approved by the Change Control Procedure Group (which will review the Change Request, Change Authorisation Note and Impact Assessment for each proposed Contract Change); and
 - 1.2.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 7.
- 1.3 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall specify the testing and/or programme for implementation required as part of the Change Authorisation Note, and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify the milestones and milestone date(s) in respect of such Contract Change for the purposes of such procedures.
- 1.4 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 5, then:
 - 1.4.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and

- 1.4.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, shall be without prejudice to each Party's other rights under this Contract.

2. COSTS

2.1 Subject to Paragraph 2.2

- 2.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- 2.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Supplier.

2.2 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

3. CHANGE REQUEST

- 3.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Schedule 9 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 3.2 The Supplier shall prepare and provide to the Authority an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issue of the Change Request.

4. IMPACT ASSESSMENT

- 4.1 Each Impact Assessment shall be completed accurately and comprehensively on the form of Annex 3 and shall include:
- 4.1.1 details of the proposed Contract Change including the reason for the Contract Change;
- 4.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract;
- 4.1.3 variation to the terms of this Contract that will be required as a result of that impact;
- 4.1.4 details of the cost of implementing the proposed Contract Change;
- 4.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Contract Price, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- 4.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
- 4.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Law; and
- 4.1.8 such other information as the Authority may reasonably request in (or in response to) the Change Request.

- 4.2 If the Contract Change involves the processing or transfer of any Personal Data outside the United Kingdom, the preparation of the Impact Assessment shall also be subject to Clause 32.

- 4.3 Subject to the provisions of Paragraph 4.1, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 4.4 within fifteen (15) Working Days of receiving the Impact Assessment.
- 4.4 If upon receipt of the Impact Assessment, the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 4.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 4.5 Subject to Paragraph 5 and Clause 25.1, the Supplier shall only be entitled to increase the Contract Price if it can demonstrate in the Impact Assessment to the Authority's satisfaction that any additional costs have been actually, necessarily and reasonably incurred, it has taken all reasonably necessary steps to mitigate such additional costs, the proposed Contract Change requires additional resource and, in such event any change to the Contract Price resulting from a Contract Change (whether the change will cause an increase or decrease in the Authority's payment for the Services) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services. The calculation of costs for the purpose of Paragraphs 4.1.4 and 4.1.5 shall:
- 4.5.1 be based on the Open Book Accounts;
 - 4.5.2 include estimated volumes of each type of resource to be employed;
 - 4.5.3 include full disclosure of any assumptions underlying such Impact Assessment; and
 - 4.5.4 include details of any new Sub-contracts necessary to accomplish the Contract Change.

5. CONTRACT CHANGE PROCEDURE GROUP'S RIGHT OF APPROVAL

- 5.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 4.4, the Authority shall provide to the Contract Change Procedure Group the Change Request and the Impact Assessment to evaluate and review. Following the Contract Change Procedure Group's review, the Authority shall do one of the following:
- 5.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 5.2;
 - 5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 5.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 5.1.2, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days.
- 5.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 5.1.1 and it has not been rejected by the Supplier in accordance with Paragraph 6.1, then the Authority shall inform the Supplier and the Supplier shall prepare two (2) copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature within ten (10) working days. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and

return one (1) copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Contract Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.

- 5.3 If the Authority does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Dispute Resolution Procedure.

6. SUPPLIER'S RIGHT OF APPROVAL

- 6.1 Following an Impact Assessment, if:

6.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

- a. materially and adversely affect the risks to the health and safety of any person; and/or
- b. require the Services to be performed in a way that infringes any Law; and/or

6.1.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Specification state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change;

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 3.2.

7. FAST-TRACK CHANGES

- 7.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

- 7.2 If:

7.2.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any twelve (12) Month period; and

7.2.2 both Parties agree the value of the proposed Contract Change over the remaining Contract Period does not exceed £10,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 3, 4, 5 and 6 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

- 7.3 The Parties may agree in writing to revise the parameters set out in Paragraph 7.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a twelve (12) Month period.

ANNEX 1**Change Request**

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT	REQUIRED BY DATE	
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED:		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

ANNEX 2

Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
MILESTONES (IF ANY) AND ASSOCIATED MILESTONE DATE:		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CONTRACT PRICE RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE:		
SIGNED ON BEHALF OF THE AUTHORITY		SIGNED ON BEHALF OF THE SUPPLIER
SIGNATURE:		SIGNATURE:
NAME:		NAME:
POSITION:		POSITION:
DATE:		DATE:

ANNEX 3

Impact Assessment

CHANGE REQUEST NUMBER:	ISSUED BY:	ISSUE DATE:
ISSUED TO:	REQUIRED BY DATE:	
AREA(S) IMPACTED / TYPE OF CHANGE:		
DETAILS OF THE PROPOSED CONTRACT CHANGE INCLUDING THE REASON FOR THE CONTRACT CHANGE:		
DETAILS OF THE IMPACT OF THE CHANGE REQUEST ON THE SERVICES AND THE SUPPLIERS ABILITY TO MEET ITS OTHER OBLIGATIONS UNDER THIS CONTRACT:		
DETAIL ANY VARIATION TO THE TERMS OF THE CONTRACT THAT WILL BE REQUIRED AS WELL AS A RESULT OF THE IMPACT:		
DETAIL THE COST OF IMPLEMENTING THE PROPOSED CONTRACT CHANGE:		
DETAIL OF THE ON-GOING COSTS REQUIRED BY THE PROPOSED CONTRACT CHANGE WHEN IMPLEMENTED, INCLUDING ANY INCREASE OR DECREASE IN THE CONTRACT PRICE, ANY ALTERATION IN THE RESOURCES AND/OR EXPENDITURE REQUIRED BY EITHER PARTY AND ANY ALTERATION TO THE WORKING PRACTICES OF EITHER PARTY:		
TIMETABLE FOR THE IMPLEMENTATION, TOGETHER WITH ANY PROPOSALS FOR THE TESTING OF THE CONTRACT CHANGE:		
DETAILS OF HOW THE PROPOSED CONTRACT CHANGE WILL ENSURE COMPLIANCE WITH ANY APPLICABLE LAW:		
ANY SUCH OTHER INFORMATION AS THE AUTHORITY MAY REASONABLY REQUEST IN (OR IN RESPONSE TO) THE CHANGE REQUEST:		
CONFIRMATION IF THE CONTRACT CHANGE INVOLVES THE PROCESSING OR TRANSFER OF ANY PERSONAL DATA OUTSIDE OF THE UNITED KINGDOM. IF YES, DETAILS ARE REQUIRED ON HOW THIS IMPACT ASSESSMENT HAS BEEN PREPARED IN ACCORDANCE WITH CLAUSE 32:		

ANY OTHER INFORMATION TO BE ASSESSED:		
COMPLETED IMPACT ASSESSMENT SUBMITTED BY:	COMPLETED IMPACT ASSESSMENT SUBMITTED TO:	COMPLETED IMPACT ASSESSMENT ISSUE DATE:
RESPONSE TO THE IMPACT ASSESSMENT FOLLOWING CHANGE PROCESS GROUP:		
APPROVED BY:	DATE APPROVED:	
CHANGE REQUEST TO BE PROGRESSED/AMENDED:	DATE CHANGE REQUEST ACTION PROGRESSED:	

SCHEDULE 10

INSURANCES

1. OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations, for the periods specified in this Schedule 10 the Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 to this Schedule 10 and any other insurances as may be required by applicable Law (together the **Insurances**). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are:
 - 1.3.1 of good financial standing;
 - 1.3.2 appropriately regulated; and
 - 1.3.3 of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability and employer's liability insurance policies shall each contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier or any of the Supplier's Affiliate is legally liable.

2. GENERAL OBLIGATIONS

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. FAILURE TO INSURE

- 3.1 The Supplier and its Affiliates shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover on demand the premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. EVIDENCE OF INSURANCES

The Supplier shall on or before the Commencement Date and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.

5. AGGREGATE LIMIT OF INDEMNITY

5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

5.1.1 if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Authority:

- (a) details of the policy concerned; and
- (b) its proposed solution for maintaining the minimum limit of indemnity specified; and

5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Supplier shall:

- (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or
- (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6. CANCELLATION

6.1 The Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 Without prejudice to the Supplier's obligations under Paragraph 3, Paragraph 6.1 shall not apply where the termination of any Insurance occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

7. INSURANCE CLAIMS

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Contract, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

7.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim relating to or arising out of the provision of the Services or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX 1

REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. INSURED

Supplier

2. INTEREST

To indemnify the insured in respect of all sums which the insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Services and in connection with this Contract.

3. LIMIT OF INDEMNITY

Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period and in respect of products and pollution liability, not less than ten million pounds (£10,000,000) in any one occurrence and in the aggregate per annum

4. TERRITORIAL LIMITS

United Kingdom

5. PERIOD OF INSURANCE

From the date of this Contract for the Contract Period and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause (or additional insureds equivalent).

6.2 Cross liability clause.

6.3 Legal defence costs.

6.4 Health & Safety at work Act(s) clause.

6.5 Data Protection Act clause.

6.6 Defective Premises Act clause.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured during the course of their employment.

- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or service credits imposed under any contract entered into by the insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. **MAXIMUM DEDUCTIBLE THRESHOLD**

- 8.1 Not to exceed £250 for third party public liability.
- 8.2 Not to exceed £0 for products liability.

PART B: PROFESSIONAL INDEMNITY INSURANCE

9. **INSURED**

Supplier

10. **INTEREST**

To indemnify the insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 13) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services and in connection with this Contract.

11. **LIMIT OF INDEMNITY**

Not less than five million pounds (£5,000,000) in respect of any one claim and in the aggregate per annum.

12. **TERRITORIAL LIMITS**

United Kingdom

13. **PERIOD OF INSURANCE**

From the date of this Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Contract Period or until earlier termination of this Contract and (b) for a period of six (6) years thereafter.

14. **COVER FEATURES AND EXTENSIONS**

- 14.1 Retroactive cover to apply to any claims made, policy wording in respect of this Contract or retroactive date to be no later than the Commencement Date.
- 14.2 Loss of documents.
- 14.3 Defamation.

15. **PRINCIPAL EXCLUSIONS**

15.1 War and related perils.

15.2 Nuclear and radioactive risks.

16. **MAXIMUM DEDUCTIBLE THRESHOLD**

Not to exceed £5,000 for each and every claim.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

17. **UNITED KINGDOM COMPULSORY INSURANCES**

The Supplier shall meet its United Kingdom and any other relevant statutory insurance obligations in full, including employer's liability insurance and motor third party liability insurance. Insurances are required to comply with all statutory requirements (save where a more onerous provision is required in this O).

SCHEDULE 11

EXIT

1. INTRODUCTION

- 1.1 This Schedule, together with any approved Exit Plan, sets out the Parties' respective obligations and responsibilities with regard to the transfer of the Services from the Supplier to the Authority and/or Replacement Supplier(s).
- 1.2 The Parties agree the primary objective of this Schedule, together with any approved Exit Plan, is to ensure the smooth and efficient transfer of the Services (whether in whole or in a number of parts) to the Authority and/or Replacement Supplier(s).
- 1.3 The Supplier acknowledges and agrees that, upon termination or expiry, the Services may transfer to any or all of the Authority and/or Replacement Supplier(s).

2. EXIT RESOURCING

In readiness of the commencement of the Exit Period:

- 2.1.1 each Party shall appoint a suitably skilled and experienced Exit Manager who shall be responsible for, and dedicated to, co-ordinating and managing all aspects of each Party's obligations under the approved Exit Plan. In respect of the Supplier's Exit Manager, such individual shall be a member of Key Personnel; and
- 2.1.2 the Supplier shall procure that its Exit Manager shall be assisted by an appropriately skilled Exit Team who shall assist in all aspects of the Supplier's responsibilities and obligations with regard to the approved Exit Plan, each of whom shall be considered a member of Key Personnel.

3. CHARGES FOR EXIT SERVICES

The Parties agree that no charges, fees and/or other costs shall be payable to the Supplier by the Authority for the provision of the Exit Services (including where such additional Exit Services are required during the Exit Period), nor shall the Supplier seek to recover any of the same from the Replacement Suppliers.

4. EXIT GOVERNANCE

- 4.1 During the Exit Period, the Supplier shall ensure that its necessary Personnel attend the governance meetings described in this Paragraph 4.
- 4.2 The Authority may change the attendees and the frequency of any of the governance meetings set out in this Paragraph 4 at any point during the Exit Period by notifying the Supplier in writing.
- 4.3 The Exit Project Board:
 - 4.3.1 shall be attended by:
 - (a) each Party's respective Exit Manager;
 - (b) each Party's senior account director responsible for exit; and
 - (c) any other representatives or other third party's the Authority may wish to invite, including senior representatives of the Replacement Supplier(s).
 - 4.3.2 shall meet within one (1) week of the Exit Period and Monthly thereafter during the Exit Period at dates and times to be agreed between the Parties;

- 4.3.3 shall:
- (a) monitor and oversee the Exit Services;
 - (b) review risks and issues and associated remediation and mitigation plans escalated to it from the Exit Working Group;
 - (c) consider requests by the Supplier to amend the Exit Plan(s) (whether in draft or in final form) and refer such requests to the Authority for Approval; and
 - (d) have reported to it by the Supplier achievement of the Exit Milestones.

4.4 The Exit Working Group:

4.4.1 shall be attended by:

- (a) each Party's Exit Manager and members of the Exit Team with appropriate knowledge and expertise (including workstream leads and specialists); and
- (b) a representative of any Replacement Supplier(s).

4.4.2 shall meet within one (1) week of the commencement of the Exit Period and weekly thereafter during the Exit Period at dates and times

4.4.3 by the Authority;

4.4.4 shall review:

- (a) progress against the Exit Plan and Exit Milestones;
- (b) consider risks and issues notified to it by either Party; and
- (c) consider remediation and mitigation plans to address such risks and issues and, as appropriate, escalate such matters to the Transition Project Board.

5. **DRAFT EXIT PLAN**

5.1 The Supplier shall, within the first six (6) Months of the Commencement Date, prepare a detailed draft Exit Plan in respect of the transfer of the Services to the Authority and/or Replacement Supplier(s) for Approval by the Authority (such Approval not to be unreasonably withheld or delayed).

5.2 The draft Exit Plan shall include as a minimum:

- 5.2.1 an outline timetable to ensure the orderly transfer of the Services, including anticipated Exit Milestones;
- 5.2.2 a description of the anticipated Exit Services the Supplier shall provide to ensure the orderly transfer of the Services to the Authority and/or Replacement Supplier(s), including details of the processes, documentation, data transfer, systems migration and security related issues (including issues related to the security clearance of Supplier's Personnel) in respect of and arising as a result of the transfer;
- 5.2.3 in addition to that which is set out in Paragraph 5, a list of the types of information the Supplier shall provide during the Exit Period with an indicative timetable of when such information will be provided;
- 5.2.4 details of which of the Supplier's Personnel will or may transfer to the Authority and/or any Replacement Supplier(s), including an indicative timetable for the provision of information relating to Supplier's Personnel engaged in providing the Services; and

- 5.2.5 details of all final reports, audits and reconciliations to be carried out in relation to the Services, including those related to CAS-2 Resident records and outstanding Housing Benefit (or equivalent social security benefit).
- 5.3 As soon as reasonably practicable after the Supplier submits the draft Exit Plan to the Authority and in any event (unless otherwise agreed by the Parties) within five (5) Working Days, the Parties shall meet in order to review the draft Exit Plan with a view to the Authority approving its contents (such Approval not to be unreasonably withheld or delayed).
- 5.4 If the Authority does not approve the draft Exit Plan, the Supplier shall amend the draft Exit Plan to take account of any reasonable suggestions made by the Authority and, subject to Paragraph 5.5, this Paragraph 5.4 together with Paragraph 5.3 shall be repeated until the Parties agree to the draft Exit Plan.
- 5.5 The Parties agree that the process set out in Paragraph 5.3 and 5.4 shall not be repeated any more than three (3) instances. If the draft Exit Plan is not approved by the Authority in such time-scale or the draft Exit Plan has not been approved by the Authority within eight (8) Months of the Commencement Date, the matter shall be referred to the Dispute Resolution Procedure.
- 5.6 Following Approval of the draft Exit Plan by the Authority, the Supplier shall, throughout the Contract Period at not less than once per Contract Year, review the draft Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Services. Any changes required to the draft Exit Plan prior to the commencement of the Exit Period must be approved by the Change Control Procedure as a Contract Change.
- 6. FINALISATION OF EXIT PLAN**
- 6.1 Within five (5) Working Days following the commencement of the Exit Period (or each Exit Period if this Contract is terminated in part), or such other date the Parties may agree in writing, the Supplier shall deliver to the Authority for Approval a detailed Exit Plan in final form that could be implemented immediately for the orderly, timely and efficient transfer of the Services (or part thereof) from the Supplier to the Authority and/or the Replacement Supplier(s).
- 6.2 The proposed final draft Exit Plan will be based on the approved draft Exit Plan that has been prepared and maintained under Paragraph 5, revised so that it reflects the particular requirements of the circumstances of the exit in question, including where only part of the Services are expiring or are being terminated. Under the proposed final draft Exit Plan, the Supplier shall provide a level of information, assistance and commercial protection to the Authority which is no less than that provided under the draft Exit Plan prepared and maintained under Paragraph 5.
- 6.3 The Authority agrees it shall provide and shall direct any Replacement Supplier(s) to provide, any necessary information that the Supplier may reasonably request in order to enable the Supplier to finalise the Exit Plan.
- 6.4 As soon as reasonably practicable after the Supplier has submitted the proposed final draft Exit Plan to the Authority and, in any event, (unless otherwise agreed by the Parties) no later than five (5) Working Days after its submission, the Parties shall meet to review the final draft Exit Plan.
- 6.5 The Authority shall be entitled to invite any Replacement Supplier(s) to join the meeting held in accordance with Paragraph 6.4 and the Supplier agrees it shall actively participate and co-operate with any Replacement Supplier(s) during such meeting(s). The Supplier shall promptly amend the proposed final draft Exit Plan to take account of any reasonable suggestions made by the Authority and/or any Replacement Supplier(s) and re-submit the proposed final draft Exit Plan to the Authority for Approval within two (2) Working Days (or such other period as the Parties may agree in writing) of that meeting.
- 6.6 If the Authority is unable to approve the proposed final draft Exit Plan within ten (10) Working Days of the date on which it was initially submitted to the Authority, the matter shall be referred

to the Dispute Resolution Procedure. Until the agreement of the final draft Exit Plan, the Supplier shall provide the Exit Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

6.7 In addition to those requirements set out in Paragraph 5.2, the final draft Exit Plan (or each final draft Exit Plan in the case the Services are expiring or being terminated in part) shall include:

- 6.7.1 where only part of the Services are being terminated or expiring, a description of those Services;
- 6.7.2 the anticipated length of the Exit Period (which shall not exceed twelve (12) calendar Months from commencement of the Exit Period);
- 6.7.3 the timetable for the transfer of the Services (or part thereof), including the Exit Milestones;
- 6.7.4 details of the Exit Services the Supplier shall provide to the Authority and/or Replacement Supplier(s);
- 6.7.5 details of the information and documentation to be provided by the Supplier to the Authority and any Replacement Supplier(s) to enable the successful transfer of the Services;
- 6.7.6 the Deliverables arising from and in respect of the Exit Services;
- 6.7.7 an impact assessment setting out the impact of:
 - (a) the expiry or termination of the part of the Services on any remaining Services; and
 - (b) the Exit Services upon the Services;
- 6.7.8 details of and roles and responsibilities in respect of Supplier's Personnel that will perform the Exit Services (including those who will act as Key Personnel);
- 6.7.9 a timetable for the provision by the Supplier of information on any of its Personnel who are in-scope to transfer with Services (or part thereof);
- 6.7.10 details of any tasks to be performed by the Authority and/or any Other Supplier(s) which are reasonably necessary in order for the Supplier to perform its own obligations in respect of the Exit Services;
- 6.7.11 the arrangements for the provision of reports detailing progress towards completion of all tasks comprising the Exit Services by reference to the Exit Milestones and any other timetables set out in the Exit Plan;
- 6.7.12 the arrangements for the transfer of the Authority Materials and Deliverables to the Authority and/or (if so directed by the Authority) the Replacement Supplier(s) and/or any Other Supplier(s);
- 6.7.13 a list of Supplier Equipment and agreements which are relevant to the Services to which the Exit Services relate and the proposed arrangements to ensure those agreements are transferred, novated or assigned to the Authority, a Replacement Supplier(s) and/or Other Supplier(s) in a timely manner (if and as required by the Authority);
- 6.7.14 the arrangements for the removal of Supplier Equipment from the Accommodation to extent such Supplier Equipment is not transferred to the Authority, Replacement Supplier(s) and/or Other Supplier(s) in accordance with this Schedule;

- 6.7.15 a register of risks which may arise during the provision of the Exit Services and an explanation as to how those risks shall be mitigated;
 - 6.7.16 details as to how the Authority may verify completion of the Exit Services;
 - 6.7.17 details explaining the process of knowledge transfer to the Authority and any Replacement Supplier(s); and
 - 6.7.18 a summary of which Accommodation the Supplier reasonably anticipates will / will not be available for use in connection with the Replacement Services.
- 6.8 Where the Services subject to the Exit Plan are to be transitioned to Replacement Supplier(s), if the Replacement Supplier(s) are not appointed by the time that the Exit Plan is approved by the Authority, upon the appointment of the Replacement Supplier(s), then the Parties and the Replacement Supplier(s) shall promptly meet to review the approved Exit Plan so the Authority may approve in writing any changes that are required to the Exit Plan, having regards to the methods, process and strategy to be used by the Replacement Supplier for the transfer of responsibility of the Services.
- 6.9 Following Approval of the final draft Exit Plan by the Authority, the Supplier shall, throughout the Exit Period, review the approved Exit Plan so to identify any changes which may be needed to reflect the then-current nature of the Exit Services and the Authority's own plans with regard to the transition of the Services (or part thereof) to the Authority and/or the Replacement Suppliers. Any changes required to the approved Exit Plan must be promptly submitted, via the Exit Project Board, to the Authority for Approval (and not via the Change Control Procedure).

7. INFORMATION

- 7.1 The Supplier shall promptly, and in any event within two (2) weeks of the Authority's Approval of each Exit Plan, provide to the Authority (in such format as the it may reasonably require) an up-to-date set of the records compiled by the Supplier under this Contract and all other information necessary to enable an orderly, timely and efficient transfer of the Services (or part thereof) to the Authority and/or a Replacement Supplier(s), including those records maintained in accordance with 0 and a list of current work in progress, which contains:
- 7.1.1 a full and accurate description of the work;
 - 7.1.2 all project records and status reports;
 - 7.1.3 full and accurate details of uncompleted work and Deliverables; and
 - 7.1.4 an accurate estimate of the time to be taken to complete the uncompleted work and Deliverables.
- 7.2 During the Exit Period, the Supplier shall promptly update the Authority and, where so directed, any Replacement Suppliers, each time there are any changes to the information which has been provided to the Authority and/or any Replacement Supplier(s) in accordance with this Paragraph 7.

8. EXIT SERVICES

- 8.1 During the Exit Period, the Supplier shall:
- 8.1.1 provide Exit Services to the Authority in accordance with the approved Exit Plan(s) and this Contract;
 - 8.1.2 continue to provide the Services to the Authority in accordance with this Contract, save to extent the Parties expressly agree otherwise in the approved Exit Plan(s); and
 - 8.1.3 achieve each Exit Milestone by the associated Exit Milestone Date.

- 8.2 Subject to Paragraph 8.1.2, the Supplier shall ensure that the provision of Exit Services will not have any adverse effect on the continuity and quality of any other Services provided by the Supplier during the Exit Period.
- 8.3 The Supplier shall be responsible for the maintenance of all documents relating to the Exit Plan, including:
- 8.3.1 documents which track progress against the Exit Milestones; and
 - 8.3.2 a register of risks and issues relating to the Exit Services.
- 8.4 Where the Supplier becomes aware of a risk or issue relating to the Exit Services, including:
- 8.4.1 an actual or anticipated delay to the completion of an Exit Milestone; and/or
 - 8.4.2 the actual or anticipated unavailability of any Accommodation for use in connection with the Replacement Services,
- it shall immediately notify the Authority in writing.
- 8.5 As soon as reasonably practicable and in any event within five (5) Working Days following a risk or issue being notified in accordance with Paragraph 8.4, the Supplier shall provide the Authority with:
- 8.5.1 a plan of action to mitigate any risks or issues identified in accordance with Paragraph 8.4;
 - 8.5.2 a rigorous timetable for implementing the plan of action to resolve the risk or issue;
 - 8.5.3 an indication on whether any change to the Exit Milestones or associated Exit Milestone Dates is required to mitigate the risk or resolve the issue and any details relating to such change; and
 - 8.5.4 a recommendation on whether or not escalation is required to the Exit Project Board.
- 8.6 During the Exit Period, the Supplier shall not, without the prior Approval of the Authority embark on any actions in respect of the Services that fall outside the ordinary course of business.
- 8.7 In addition to those Exit Services set out in the approved Exit Plan, the Supplier shall, to the extent applicable to the Services that the approved Exit Plan is in respect of:
- 8.7.1 provide to the Authority, the Replacement Supplier(s) and Other Supplier(s) any reasonable assistance requested to allow the Services to continue without interruption following the termination or expiry of this Contract (whether in whole or in part) and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or any Replacement Suppliers;
 - 8.7.2 provide knowledge transfer to the Authority and the Replacement Supplier(s) as reasonably required relating to the processes and procedures used by the Supplier in performing the Services and, any other information, procedures, methods, tools and systems and knowledge sharing which would enable the Authority and any Replacement Supplier(s) to operate and deliver services similar to the Services, subject to such terms as agreed between the Parties in the approved Exit Plan as to the scope of the knowledge transfer that is to take place, when it is to occur and which Personnel are to be involved;
 - 8.7.3 provide clarification on any matter or issue upon which clarification is reasonably requested by the Authority and/or any Replacement Supplier(s) or proposed replacement supplier(s);

- 8.7.4 allow the Authority's Personnel and the personnel of any Replacement Supplier(s) to shadow the Supplier's Personnel;
- 8.7.5 at the Authority's request and, subject to Paragraph 10.2 at no cost to the Authority and/or the Replacement Supplier(s) or Other Supplier(s), promptly transfer, novate or assign to the Authority or, if requested by the Authority, to the Replacement Supplier(s) and/or an Other Supplier(s):
- (a) any agreement between the Supplier and any third parties that are relevant to the receipt of the Services by the Authority (**Transferring Contracts**); and/or
 - (b) any Supplier Equipment (**Transferring Supplier Equipment**),
- and, in doing so, execute such documents and provide such other assistance as the Authority may require to effect such transfer, novation or assignment; and
- 8.7.6 where notified by the Authority that the Authority and/or any Replacement Supplier(s) or Other Supplier(s) require continued use of any Supplier Assets (and to the extent that, where the relevant Supplier Asset is within the scope of Paragraph 8.7.5, the Authority has not exercised its rights under that Paragraph), promptly procure, at no cost to the Authority and/or the Replacement Supplier(s) or Other Supplier(s), a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier(s) or Other Supplier(s) to use such Supplier Assets (with a right of sub-licence or assignment on the same terms).
- 8.8 Where requested by the Authority, its Replacement Supplier(s) and/or Other Supplier(s), the Supplier shall provide all reasonable assistance to the Authority, its Replacement Supplier(s) and/or Other Supplier(s) to enable it to determine:
- 8.8.1 which Transferring Contracts and Transferring Supplier Equipment the Authority, its Replacement Supplier(s) and/or Other Supplier(s) require to be transferred in accordance with Paragraph 8.7.5; and
 - 8.8.2 which Supplier Assets the Authority and/or any Replacement Supplier(s) or Other Supplier(s) require to be licensed in accordance with Paragraph 8.7.6.
- 8.9 At the end of the Exit Period (or earlier if this does not adversely affect the performance or receipt of the Services and the Exit Services):
- 8.9.1 the Supplier shall and shall procure its Personnel shall:
- (a) promptly return all the Authority Materials and Confidential Information of the Authority (and all copies thereof) which the Supplier and/or its Personnel have acquired under or as a result of this Contract or (if so directed) to any other third party in the format and media requested;
 - (b) deliver the Deliverables (and all copies thereof) to the Authority or (if so directed by the Authority) to any other third party in the format and media requested; and
 - (c) destroy all information, data and records it is required to retain under this Contract upon the earlier of:
 - i. the expiry of the applicable Retention Period;
 - ii. the written request of the Authority,
 and thereafter, certify that it and its Personnel have done so.

- 8.10 In the event that the approved Exit Plan only relates to partial termination of the Services, the obligations set out in Paragraph 8.8 shall only apply to the extent necessary to ensure the proper and orderly return of each Party's property in respect of those Services then being terminated.
- 8.11 In satisfying Paragraph 8.9.1, the Supplier shall ensure the confidentiality, integrity and security of the subject matter being returned and shall return such items in the format reasonably requested.
- 8.12 With effect from the date on which the Authority publishes official notice of any re-procurement of the Services, or with effect from the date on which the Supplier notifies the Authority of an intention to bid pursuant to a re-procurement process (whichever is the earlier), the Supplier shall (unless the Authority agrees otherwise):
- 8.12.1 ensure that no individual who participates or is involved in the provision of the Services is also a member of (nor is transferred into) its bid team in respect of the services covered by the re-procurement process; and
- 8.12.2 that the Supplier maintains in place effective ethical walls in order to ensure that any information that may be material and relevant to the bid team is not communicated to it by those involved in the provision of the Services.

9. POST EXIT ASSISTANCE

- 9.1 Following the Exit Period, the Supplier shall provide to the Authority and any Replacement Supplier(s) reasonable access to:
- 9.1.1 such information and documentation relating to the Services that is in it or its Personnel's possession or control, including the right to take reasonable copies of that material; and
- 9.1.2 such members of the Supplier's Personnel who have been involved in the provision or management of the Services.

10. TRANSFERRING CONTRACTS AND SUPPLIER EQUIPMENT

- 10.1 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority, Replacement Supplier(s) and/or Other Supplier(s) has been effected.
- 10.2 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Supplier Equipment and Transferring Contracts shall be apportioned between the Authority and the Supplier, the Replacement Supplier(s) and/or Other Supplier(s) and the Supplier (as applicable) as follows:
- 10.2.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 10.2.2 the Authority shall be responsible for (or shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.2.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 10.3 Each Party shall pay (and/or the Authority shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) shall pay) any monies due under Paragraph 10.2 as soon as reasonably practicable.
- 10.4 The Supplier shall on demand indemnify the Authority and keep it indemnified and hold it harmless from and against all Losses which the Authority, any Replacement Supplier(s) and/or

Other Supplier(s) may incur as a result of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority, any Replacement Supplier(s) and/or Other Supplier(s) pursuant to Paragraph 8.7.5 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

10.5 The Authority shall use its reasonable endeavours to procure that the Replacement Supplier(s) and/or Other Supplier(s) that is assigned or novated any Transferring Contract shall, on demand indemnify the Supplier and keep it indemnified and hold it harmless from and against all Losses which the Supplier may incur as a result of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Replacement Supplier(s) and/or Other Supplier(s) pursuant to Paragraph 8.7.5 in relation to any matters arising following the date of assignment or novation of such Transferring Contract.

10.6 Title and risk in the Transferring Supplier Equipment shall pass to the Authority, the Replacement Supplier(s) and/or Other Supplier(s) (as appropriate) at the end of the relevant Exit Period unless such earlier date is agreed between the relevant parties in writing.

11. **SUCCESSION**

11.1 Where used in this Paragraph 11, "Information" means any written or oral information which is material in detail or in substance and which describes the nature of any of the Services or the method by which those Services are performed by the Supplier.

11.2 On written notice of the Authority of the fact that the Authority is evaluating its options to terminate this Contract (whether in whole or in part) or, in any event, in readiness of expiry of this Contract including where the Authority proposes to re-tender the Services or any part of the Services (the **Tender Process**), the Supplier shall provide to the Authority such Information and other co-operation regarding the Supplier's provision of the Services (as and when reasonably requested by the Authority) as would be reasonably necessary for the Authority and any other competent third party to:

11.2.1 in respect of the Authority, evaluate its options for termination and any re-procurement of the Services;

11.2.2 prepare an informed, non-qualified offer for those Services; and

11.2.3 not be disadvantaged compared to the Supplier (if the Supplier is invited or eligible to participate in any Tender Process) in respect of access to information regarding the Services and the manner in which such requirements are met at the time of the Tender Process.

11.3 The Supplier shall provide such Information as soon as reasonably possible following a request by the Authority and in any event within five (5) Working Days of such request.

11.4 The Supplier shall provide all reasonable assistance in connection with any due diligence exercises to be carried out by any potential Replacement Supplier(s).

11.5 The lists and information to be compiled and/or provided pursuant to this Paragraph 11 may be used by the Authority for its, or any potential Replacement Supplier(s), information and may be disclosed by the Authority to potential Replacement Supplier(s) and other third parties as part of its Tender Process, provided that the Authority agrees, where reasonably necessary, it shall use its reasonable endeavours to procure such third party's agreement in respect of confidentiality).

SCHEDULE 12

INFORMATION SECURITY

1.0 PURPOSE

- 1.1 This Schedule conveys the spirit and principles of the minimum information security requirements required of the Supplier by the Authority while the Supplier, its Sub-contractors, Sub-processors and supply-chain are in possession of, or maintains access to, Authority Data, information or systems.
- 1.2 Due to the constant nature of evolving informational risk threats, these requirements convey principles in lieu of an exhaustive and complete description of all possible definable requirements. The Supplier is required to create and maintain a proportional and holistic approach to information security in order to appropriately safeguard Authority Materials, including Supplier generated data or information, in relation to the fulfilment of this Agreement.
- 1.3 Due to the constant nature of evolving information risk and associated standards and guidance, a non-exhaustive list correct at the time of creation is included within Annex A. The Supplier must review and comply with these policies throughout its provision of the Services throughout the Term. Changes to the policies, standards and guidance listed in Annex A. or issued by NCSC must be complied with at no cost to the Authority within a timeframe agreed by the SWG.
- 1.4 The Supplier must continuously review and improve its approach to information security to ensure any associated controls or defences are appropriate, modern, current and proportional, in order to adequately protect and assure data or information at any point in time. Such improvements must be prior approved by the Authority and any Risk Analysis documentation must be updated. In exceptional circumstances an ITHC or pen test and an Assurance decision may be requested by the Authority.
- 1.5 The Supplier must take all reasonable measures to ensure it (and any Sub-contractors and Sub-Processors) creates and maintains an adequate information security posture, fully compliant with this schedule.

2.0 GOVERNANCE

- 2.1 The Supplier shall create as required prior to the processing of Authority Data, and thereafter maintain, an adequate and robust information security governance regime.
 - 2.2 Within twenty (20) days of the Commencement Date, the Supplier shall establish a Security Working Group (SWG) to consider security matters relevant to the delivery of the Services. The Supplier shall invite appropriate attendees from the Authority (including the Authority's Contract Manager and the Authority's Cyber Assurance Consultant) to each meeting of the SWG held. The Authority may require additional members of its Personnel (and/or other third party attendees) to attend any SWG meeting at its reasonable discretion
- 3.2.1 The Supplier shall ensure that:
- a. The governance structure of the SWG shall ensure effective information security in respect of the Services and identify and manage information security needs, issues, risks and responsibilities; and

- b. Where elements of the Services are sub-contracted, that relevant Personnel of the Sub contractor shall attend each meeting of the SWG.
 - c. The SWG shall meet monthly until ISO27001/IEC is achieved and quarterly thereafter. At its discretion and on reasonable notice, the Authority may require additional meetings of the SWG to be held. In such event, the Supplier shall, and shall procure its Personnel and such other relevant third parties, attend such meetings.
 - d. The Supplier shall give the Authority at least five (5) Working Days' notice each time the SWG intends to meet.
- 2.3 Within six months (6) after the Contract Commencement date, the Supplier shall prepare and submit to the Authority for approval, in accordance with Paragraph 2.6, a fully developed, complete and up-to-date plan for the management of information security ("**Information Security Management Plan**") which shall comply with the requirements of Paragraph 2.6.1 and ISO/IEC 27001 certification (or any agreed equivalent replacement certification) recognised by the British Standards Institution.
- 2.4 The Supplier shall have in place and shall maintain Cyber Essentials Plus (or any agreed equivalent replacement certification) until ISO certification is achieved thereafter for as long as the Supplier holds or processes or accesses any Authority Materials and Data where a directly comparable and verifiable compliance regime (such as suitably scoped ISO27001 compliance, supported by suitably scoped and qualified independent technical validations and associated remediations) are not held.
- 2.5 The Parties acknowledge that the purpose of the Information Security Management Plan is to ensure a mature, modern and holistic organisational approach to security under which the specific requirements of this Agreement will be met.
- 2.6 The Information Security Management Plan shall:
- 2.6.1 comply with the ISO/IEC 27001 certifications (or any agreed equivalent replacement certifications) recognised by the British Standards Institution;
 - 2.6.2 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 2.6.3 detail the process for managing any security risks from Sub-contractors and third parties authorised by the Authority with access to the Services, processes associated with the delivery of the Services, the Authority Premises, the Sites, the Supplier System, the Authority System (to extent that it is under the control of the Supplier) and any technology (IT), Information and data (including the Authority Confidential Information and the Authority Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;
 - 2.6.4 unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Authority Premises, the Sites, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and any IT, Information and data (including the Authority Confidential Information and the Authority Data) to the extent used by the Authority or the Supplier in connection with this Agreement or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
 - 2.6.5 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and

procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule;

- 2.6.6 demonstrate that the Supplier Solution has minimised the Authority and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable commodity services (for example, the use of commodity 'platform as a service' offerings from the UK HMG Crown Commercial Services G-Cloud catalogue);
 - 2.6.7 be structured in accordance with ISO/IEC 27001, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 2.6.8 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Authority engaged in the Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 2.7 If the Information Security Management Plan submitted to the Authority pursuant to Paragraph 2.3 is approved by the Authority, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule.
- 2.8 If the Information Security Management Plan is not approved by the Authority, the Supplier shall:
- 2.8.1 amend it within 10 (ten) working days of a notice of non-approval from the Authority and re-submit it to the Authority for approval.
 - 2.8.2 The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 (fifteen) working days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority.
 - 2.8.3 If the Authority does not approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure.
 - 2.8.4 No approval to be given by the Authority pursuant to this Paragraph 2.8 may be unreasonably withheld or delayed. However any failure to approve the Information Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 2.6 shall be deemed to be reasonable.
- 2.9 Approval by the Authority of the Information Security Management Plan pursuant to Paragraph 2.7 or of any change or amendment to the Information Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.
- 2.10 The Information Security Management Plan and ISO/IEC 27001 certification (or any agreed equivalent replacement certification) must have an adequate scope to encompass all possible methods, locations and personnel that may be utilised in the processing of Authority Materials.
- 2.11 The Information Security Management Plan scope must include applicable Authority security policies including, but not limited to: malware policies, technologies, software patching policies and password standards.
- 2.12 NCSC guidance for OFFICIAL data and systems should be complied with in policies and processes.
- 2.13 The Information Security Management Plan and ISO/IEC 27001 certification (or any agreed equivalent replacement certification) must be evidenced to the Authority on demand, including

but not limited to, statements of scope and applicability, risk management plans and documentation and any other related artefacts. The Statement of Applicability needs to explicitly state locations and technologies as much as possible to ensure that all are covered by the ISO or certification scope. General “Whole company” type statements are not acceptable.

- 2.14 The Supplier shall ensure there is always a named person and/or role from the Supplier, who is accountable for the Supplier’s information risk and security management and the Supplier shall notify the Authority of this person from time to time. **[This person to be Key Personnel]**
- 2.15 The Authority retains rights to audit (in accordance with the provisions of this Agreement) the Supplier’s information security posture at any time and the Supplier will provide relevant certifications, information, data and artefacts applicable to the same on demand, including but not limited to, physical access for the purposes of audit to locations used to process Authority data subject to scheduling and adequate notice periods being provided by the Authority to the Supplier.
- 2.16 Security must be embedded in all service management processes and tools, including but not limited to, change management, incident management, and other service management artefacts as described within ISO/IEC 20000 (and any agreed equivalent replacement certification).
- 2.17 The Supplier’s organisation, including but not limited to, Systems and personnel used or involved in the fulfilment this Agreement, must adhere to all applicable Laws or Regulation, including but not limited to, the Official Secrets Act (1989) and Data Protection Legislation and comply with the relevant provisions of this Agreement.
- 2.18 Supplier Systems must notify all users to read and accept the terms and conditions of the System, upon system registration, authentication or re-validation.
- 2.19 The Information Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - 2.19.1 emerging changes in Good Industry Practice;
 - 2.19.2 guidance from NCSC for handling OFFICIAL data and information;
 - 2.19.3 any change or proposed change to the IT Environment, the Services and/or associated processes;
 - 2.19.4 any new perceived or changed security threats; and
 - 2.19.5 any reasonable change in requirement requested by the Authority.
- 2.20 The Supplier shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Information Security Management Plan at no additional cost to the Authority.
- 2.21 Subject to Paragraph 2.19, any change which the Supplier proposes to make to the Information Security Management Plan (as a result of a review carried out pursuant to Paragraph 2.16, an Authority request or otherwise) shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Authority.
- 2.22 The Authority may, where it is reasonable to do so, approve and require changes or amendments to the Information Security Management Plan to be implemented on timescales

faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Agreement.

3.0 ASSURANCE

- 3.1 The Supplier shall comply with the UK Government Security Classifications Policy in order to recognise government classification and handling markings and ensure the appropriate level of information security and information management required by the same.
- 3.2 The Supplier shall ensure that any technology developed or utilised for fulfilment of this Agreement, will be developed, reviewed and where appropriate proportionally remediated, in line with Good Industry Practice including professional certified independent technical security testing (such as CHECK Green Scheme) or as approved by the Authority against application source code and associated underlying infrastructure, and where possible utilise and align with the Open Standards for Government.
- 3.3 Professional certified independent technical security testing must include, but not be limited to, the Open Web Application Security Project (OWASP) 'Top 10'.
- 3.4 The Supplier may not utilise Authority Materials or Authority Systems for purposes other than those permitted by this Agreement and take all proportional measures to ensure the same.
- 3.5 The Supplier must not Store or Process any Authority Materials outside of the United Kingdom without the prior written consent of the Authority.

4.0 ACCESS, AUTHORISATION, AUTHENTICATION AND AUDIT

- 4.1 The Supplier Systems, including those controlling access to physical locations, must have auditable authorisation, authentication and access control based on least privilege, and aligned appropriately to the business and individual user requirements.
- 4.2 The Supplier Systems must ensure logical separation between purposes and zones of trust, for example, establishing and enforcing logical delineation between Supplier Systems involved in the delivery of the Services and development environments used to iterate and improve the Supplier Systems involved in the delivery of the Services. Such separation must include, but not be limited to, the unique credentials and the prohibition of the use of Authority Materials for non-service fulfilment (for example, testing) purposes unless authorised in advance by the Authority in writing.
- 4.3 The Supplier's access to the Authority Systems must be limited to only Systems, services and Supplier Personnel directly required for the performance of the Services in accordance with the terms of this Agreement and covered within the scope of any ISO certification (or other certification).
- 4.4 Where Supplier access to Authority Systems uses or depends upon API credentials (such as providing a token or other credential for use during authentication, authorisations, or access control to an API endpoint), Supplier shall use industry standard password protection practices and NCSC password guidance, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed and during storage.

5.0 RISK ASSESSMENT & MANAGEMENT

- 5.1 The Supplier must undertake risk assessment(s) of any component, including but not limited to systems, services, personnel, physical locations and supply chain (including all Sub-contractors and Sub-Processors), utilised or otherwise involved in the provision of the Services.
- 5.2 Holistic risk assessment(s) must support the Supplier's Information Security Management System and proactively recommend appropriate additional controls to be proportionally implemented to continuously refresh and improve the Supplier's information security regime.
- 5.3 The Supplier must disclose risk assessment findings on request to the Authority.
- 5.4 Risk assessment framework used must comply with NCSC Risk Management guidance.

6.0 **AWARENESS & TRAINING**

- 6.1 Supplier Personnel must be provided with adequate and relevant security-related education, training and awareness and include, but not be limited to, technical, physical and procedural security, Data Protection training.
- 6.2 Education, training and awareness courses or certifications must be completed by all Supplier Personnel utilised in the direct or indirect performance of the Services at least once in every contracted year.
- 6.3 In particular, awareness and training materials must include, and address items found or highlighted in the risk assessments [6.0] carried out with regard to the Supplier's provision of Services to the Authority. Training must address changes to emerging threats, and changes to Data Protection policies and legislature.

7.0 **PERSONNEL SECURITY**

- 7.1 The Supplier warrants that all Supplier Personnel are assured to the UK Government Baseline Personnel Security Standard (BPSS) prior to the ability to directly, or indirectly, access or influence Authority Systems or Authority Materials.
- 7.2 As part of its pre-employment vetting, the Supplier shall refer details of all Supplier Personnel to a contact nominated by the Authority for the purposes of checking those individuals against the Ministry of Justice's 'Barred List'.
- 7.3 Additional Supplier Personnel clearances or vetting may be required and will be determined and notified by the Authority on a case-by-case basis from time-to-time.
- 7.4 The cost of additional Supplier Personnel clearances or vetting is the responsibility of the Supplier and the sponsorship for the same is the responsibility of the Authority.

8.0 **TECHNICAL SECURITY**

- 8.1 The Supplier warrants that all Supplier Systems or Authority Systems utilised directly, or indirectly in the performance of the Services are configured and maintained in accordance with corresponding vendor advice or as superseded by Good Industry Practice, including but not limited to vulnerability and patch management through an aggressive and timely patching regime and security-related change control to avoid regression or introduction of negative security changes.

- 8.2 The Supplier must continuously review technical security measures to ensure any appropriate, applicable and proportional changes are applied in response to, and in accordance with, changes to government and industry guidance.
- 8.3 Technical Security Standards, policies and guidance should align to UK National Cyber Security Centre (NCSC) publications and guidance wherever possible. The Authority reserves the right to request information on, and audit, the same.
- 8.4 The Supplier must ensure technical solutions and services adopt and fully comply with modern connectivity and cryptographic standards after applicable guidance and standards have been updated, including but not limited to, implementing iterations to in-transit encryption such as Transport Layer Security (TLS) including acceptable protocols and Internet Protocol Security (IPSec) and at-rest encryption, allowing weaker encryption methods to be electronically negotiated must be technically impossible.
- 8.5 The Supplier shall ensure that Patch and vulnerability management is mitigated within a timeframe cognisant with the vulnerability's CVSS score. Where a CVSS score is not available, mitigation should be discussed with the Authority to determine a mutually acceptable timeframe.

9.0 OPERATIONAL SECURITY & INCIDENT MANAGEMENT

- 9.1 The Supplier must create and maintain a robust operational security posture to ensure the proactive defences from threats to Authority Materials including but not limited to, Identify, Protect, Detect, Respond and Recover to effectively manage and remediate information security related events and incidents.
- 9.2 The Supplier must conduct continuous vulnerability scanning, security, penetration testing. The findings are used to produce, and implement, security improvement plans to address fully any issues raised by the same. Any findings are remediated according to this schedule's technical security requirements (paragraph numbers should be used but seem incorrect)
- 9.3 Information security related monitoring must be carried out in line with modern best practices, and Authority policies and NCSC guidance, and as required by both risk assessment findings and the Supplier's Information Security Management System.
- 9.4 The Supplier must create and maintain adequate forensic readiness capability to facilitate independent review(s) of information security events and incidents. Such readiness must include, but not be limited to, granular access and authorisation control data, technical network traffic data and a detailed timeline of system or user events per security event and incident.
- 9.5 The Supplier must inform the Authority if there is reasonable suspicion and/or confirmation of a negative security event or data breach that directly or indirectly processes Authority Material or Authority Systems, within 24 (twenty-four) hours of awareness as defined in the Authority's Incident Reporting Policy.
- 9.6 The Supplier must provide the Authority with an Incident Report following remediation to any Security Incident demonstrating timescales of events from detection through to recovery.

10.0 DATA DESTRUCTION

- 10.1 The Authority requires the Supplier to ensure that Data Destruction has been adequately completed at the natural end and/or termination of contract and/or end of Term as per Schedule 7 Annex 4
- 10.2 The Supplier shall take all reasonable commercial measures to ensure Data Destruction is an irrevocable action to prevent the reconstitution of data from any individual or aggregate source, including archives, backups or 'cloud' storage:
- 10.2.1 through the revocation or otherwise destruction of decryption keys and/or decryption mechanisms in order to render data inaccessible or otherwise void through the use of modern cryptography and/or;
 - 10.2.2 data overwriting methods consisting of at least 3 (three) complete overwrite passes of random data and/or;
 - 10.2.3 paper cross-shredding methods to satisfy at least the DIN 66399 Level 4 standard with a maximum cross cut particle surface area 160 (one hundred and sixty) millimetres squared with a maximum strip width of 6 (six) millimetres;
 - 10.2.4 in alignment with methods described in Schedule 7 Annex 4, and/or;
 - 10.2.5 a HMG approved erasure application or device.
- 10.3 The Supplier shall notify the Authority when data destruction has taken place, including the final date by which such destruction shall be complete in the case of scheduled data destruction or natural data management lifecycles such as through automated backup or disaster recovery systems.
- 10.4 Where data cannot be immediately destroyed, access control methods must be put in place to limit completely any ability for data Retrieval or Processing until data destruction is completed.
- 10.5 The Supplier shall provide evidence of data destruction on request from the Authority, including but not limited to, copies of third-party data destruction certificates, copies of internal policy and process documents in relation to data management and data destruction.
- 10.6 The Supplier shall notify the Authority within 24 (twenty-four) hours of identification of unsuccessful or incomplete data destruction.

11.0 BUSINESS CONTINUITY

- 11.1 In addition to the Supplier's obligations under Schedule 17(Business Continuity and Disaster Recovery Plan), where applicable, the Supplier shall appropriately backup and/or archive Authority Data and any data arising from the Services at least once every 24 (twenty-four) hours.
- 11.2 The Supplier shall ensure that any data backup or archiving locations meet the information security requirements of the original data source, system or service.

- 11.3 The Supplier shall ensure that the backup systems and resulting backup data copies are adequately resistant from tamper, corruption or otherwise negative influence, such as (but not limited to) virulent malware or ransomware manipulating both source and backup data copies in the same event.
- 11.4 The Supplier shall - not less than quarterly - test and assure that backup and archival systems are viable, including but not limited to, a data and system restoration test to validate that restoration of the backup and archival systems are fully functional as designed and required by the Supplier's business continuity policies and plans.

Annex A - INFORMATION SECURITY AND ASSURANCE

The list below is a non-exhaustive list of standards and guidance location(s) the Supplier is required to review and appropriately consider and integrate into their Services.

This list is supplementary to, or may be superseded by, other published commercial best practices/guidance, National Cyber Security Centre (NCSC) guidance or Authority guidance/instructions.

This list is correct at the time of issue and may be revised from time to time.

Guidance & Policies	Location
Ministry of Justice Data Sharing Principles	link
Ministry of Justice Security Guidance	link
APIs and System Integration Standard	link
Email security Standard	link
Digital Service Standard	link
Open Standards for Government	link
UK HMG Technology Code of Practice	link
Minimum Cyber Security Standard	link
ISO/IEC 20000	link
ISO/IEC 27001	link
ISO/IEC 27002	link
Cyber Essentials [Plus]	link
National Cyber Security Centre (guidance)	link
National Cyber Security Centre (risk management)	link
National Cyber Security Centre (CHECK scheme)	link
National Cyber Security Centre (end-user device reset procedures)	link

National Cyber Security Centre (secure sanitisation of storage media)	link
National Cyber Security Centre (Cloud Security Principle 2: Asset Protection and Resilience - Data Destruction)	link
Payment Card Industry Data Security Standard (Data Destruction)	link
Government Security Classifications	link
Security Policy Framework	link

SCHEDULE 13

KEY PERSONNEL

Name of Key Personnel	Key Role	Responsibility / Authorities	Period which they will be a member of Key Personnel (indicative only)
Supplier to provide name within thirty (30) days of the Commencement Date.			

SCHEDULE 14

STAFF TRANSFER

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

“Admission Agreement” An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;

“Eligible Employee” any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;

“Fair Deal Employees” those Transferring Authority Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Schedule applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);

“Former Supplier” a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub- contractor);

“Notified Sub-Contractor” a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

“Replacement Sub-Contractor” a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

“Schemes” the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and “Alpha” introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;

2. **INTERPRETATION**

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

PART A: TRANSFERRING AUTHORITY EMPLOYEES AT COMMENCEMENT OF SERVICES

1 RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

- (a) the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Authority Employees; and
- (b) as a result of the operation of the Employment Regulations, the contracts of employment between the Authority and the Transferring Authority Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-contractor and each such Transferring Authority Employee.

1.2 The Authority shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Authority Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Authority; and (ii) the Supplier and/or any Notified Sub-contractor (as appropriate).

2 AUTHORITY INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Authority in respect of any Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee occurring before the Relevant Transfer Date;
- (b) the breach or non-observance by the Authority before the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Authority Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Authority Employees which the Authority is contractually bound to honour;

- (c) any claim by any trade union or other body or person representing the Transferring Authority Employees arising from or connected with any failure by the Authority to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Authority Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Authority to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- (e) a failure of the Authority to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees arising before the Relevant Transfer Date;
- (f) any claim made by or in respect of any person employed or formerly employed by the Authority other than a Transferring Authority Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Authority in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub- contractor (whether or not a Notified Sub-contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Authority Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub- contractor to occur in the period from (and including) the Relevant Transfer Date; or

- (b) arising from the failure by the Supplier or any Sub-contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Authority as a Transferring Authority Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Authority Employee, that his/her contract of employment has been transferred from the Authority to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - (a) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority; and
 - (b) the Authority may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-contractor, or take such other reasonable steps as the Authority considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3(b):
 - (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved,the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Authority shall indemnify the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
 - (a) shall not apply to:
 - (i) any claim for:

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

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

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

- (ii) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and

- (b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority within 6 months of the Effective Date.

- 2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Authority nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3 SUPPLIER INDEMNITIES AND OBLIGATIONS

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee whether occurring before, on or after the Relevant Transfer Date;
- (b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Authority Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Authority Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Authority Employees arising from or connected with any failure by the Supplier or any Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

- (d) any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Authority Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Authority Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Supplier or any Sub-contractor to, or in respect of, any Transferring Authority Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Authority Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Authority to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- (g) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees in respect of the period from (and including) the Relevant Transfer Date;
- (h) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Authority's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- (i) a failure by the Supplier or any Sub-Contractor to comply with its obligations under paragraph 2.8 above.

- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Authority whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Authority's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub- contractor shall perform and discharge, all its obligations in respect of the Transferring Authority Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Authority and the Supplier.

4 INFORMATION

The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority in writing such information as is necessary to enable the Authority to carry out its duties under regulation 13 of the Employment Regulations. The Authority shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Authority Employee as set down in:
- (a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - (b) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - (c) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - (d) the New Fair Deal.

- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Change Control Procedure.

6 PENSIONS

The Supplier shall, and/or shall procure that each of its Sub-contractors shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART A: PENSIONS

1 PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Authority
- (a) undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - (b) agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Authority if the Supplier breaches any obligation it has under the Admission Agreement; and
 - (c) agree that notwithstanding sub-paragraph (b), the Supplier shall notify the Authority in the event that it breaches any obligation it has under the Admission Agreement and when it intends to remedy such breach.
- 1.3 The Supplier shall bear its own costs and all costs that the Authority reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current Civil Service pensions administrator on-boarding costs.

2 FUTURE SERVICE BENEFITS

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Authority, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.
- 2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3 FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due

under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

- 3.2 The Supplier shall indemnify and keep indemnified the Authority on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4 PROVISION OF INFORMATION

The Supplier and the Authority respectively undertake to each other:

- (a) to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- (b) not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5 INDEMNITY

The Supplier undertakes to the Authority to indemnify and keep indemnified the Authority on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6 EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

7 SUBSEQUENT TRANSFERS

The Supplier shall:

- (a) not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- (b) provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Authority may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and

- (c) for the applicable period either
 - (i) after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Authority, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8 BULK TRANSFER

Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of Paragraph 2.2 of this Annex, the Supplier agrees to:

- (a) fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
- (b) instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- (c) allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
- (d) indemnify the Customer on demand for any failure to pay the Shortfall as required under sub-paragraph (c) above.

PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

1 RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

- (a) the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- (b) as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2 FORMER SUPPLIER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- (b) the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

- (c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- (d) a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- (e) any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub- contractor as appropriate may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (f) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub- contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub- contractor to occur in the period from (and including) the Relevant Transfer Date; or
- (b) arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under the Employment Regulations.

- 2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- (a) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
 - (b) the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3(b):
- (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- (a) shall not apply to:
 - (i) any claim for:
 - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation,

- religion or belief; or
- (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

- (ii) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Effective Date.
- 2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under the Law.

3 SUPPLIER INDEMNITIES AND OBLIGATIONS

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:
- (a) any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
 - (b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - (c) any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

- (d) any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub- contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub- contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- (g) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- (h) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
 - (i) a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above

- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4 INFORMATION

The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in:
- (a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - (b) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - (c) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - (d) the New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance

that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6 PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7 PENSIONS

The Supplier shall, and shall procure that each Sub-contractor shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART B

PENSIONS

1 PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Authority:
- (a) undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - (b) agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Authority if the Supplier breaches any obligations it has under the Admission Agreement; and
 - (c) agree that notwithstanding sub-paragraph (b) the Supplier shall notify the Authority in the event that it breaches any obligation it has under the Admission Agreement and when it intends to remedy such breaches.
- 1.3 The Supplier shall bear its own costs and all costs that the Authority reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current Civil Service pensions administrator on-boarding costs .

2 FUTURE SERVICE BENEFITS

- 2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Authority, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which

are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

- 2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3 FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Authority on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4 PROVISION OF INFORMATION

The Supplier and the Authority respectively undertake to each other:

- (a) to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- (b) not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5 INDEMNITY

The Supplier undertakes to the Authority to indemnify and keep indemnified the Authority on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the

payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6 EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff...

7 SUBSEQUENT TRANSFERS

The Supplier shall:

- (a) not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- (b) provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Authority may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- (c) for the applicable period either
 - (i) after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or
 - (ii) after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Authority, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8 BULK TRANSFER

Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

- (a) fully fund any such broadly comparable pension scheme in accordance

with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;

- (b) instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- (c) allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
- (d) indemnify the Customer on demand for any failure to pay the Shortfall as required under sub-paragraph (c) above.

PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1 PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.
- 1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- (a) the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and
 - (b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2(b) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period specified in Paragraph 1.2(b):
- (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved,

the Supplier and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2 INDEMNITIES

- 2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:
- (a) indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant

to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall

procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- (b) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2.4 The indemnities in Paragraph 2.1:

- (a) shall not apply to:

- (i) any claim for:

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

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

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

- (ii) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

- (b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Effective Date.

3 PROCUREMENT OBLIGATIONS

Where in this Part C the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART D: EMPLOYMENT EXIT PROVISIONS

1 PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- (c) the date which is 12 months before the end of the Term; and
- (d) receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with GDPR, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:

- (a) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- (b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

- (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

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

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services;
- (c) the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Call Off Schedule 10 or paragraph 2.3 of the Annex (Pensions) to Part B of this Call Off Schedule 10 (as appropriate); and
- (d) a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub- contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- (a) the most recent month's copy pay slip data;
 - (b) details of cumulative pay for tax and pension purposes;
 - (c) details of cumulative tax paid;
 - (d) tax code;
 - (e) details of any voluntary deductions from pay; and
 - (f) bank/building society account details for payroll purposes.

2 EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub- contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub- contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-

contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.

- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:
- (a) any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - (b) the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel list, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
 - (e) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
 - (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final

Supplier Personnel list for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

- (g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

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

- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

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

- (a) the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- (b) the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

- (a) no such offer of employment has been made;

- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- (a) shall not apply to:
 - (i) any claim for:
 - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or
 - (ii) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 6 months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and

including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Supplier and/or any Sub-contractor; and
- (b) the Replacement Supplier and/or the Replacement Sub-contractor.

2.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub- contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub- contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub- contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- (b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (ii) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Supplier and/or Replacement Sub- contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service

Transfer Date as a result of or for a reason connected to such proposed changes;

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

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

SCHEDULE 15

APPROVED SUB-CONTRACTORS

Quarterly updates of the Sub-Contractor will be provided by the Supplier with the exception of the following Sub-Contractors:

The Supplier shall notify the Authority immediately of any changes to the named Sub-Contractors and all replacements and/or changes shall be subject to the Authority's approval.

To be Inserted

ANNEX: LIST OF NOTIFIED SUB-CONTRACTORS

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description

SCHEDULE 16

MARKET STEWARDSHIP PRINCIPLES

Introduction

The Market Stewardship Principles cover five key principles that must underpin the Supplier's provision of the Services it provides under this Contract and its engagement with all entities to which it Sub-contracts the provision of those Services.

Each of the principles is set out in this Schedule 16 together with guidance as to how the Supplier should respond to its obligations against each of the principles.

1. **ADHERENCE TO APPROPRIATE MANAGEMENT OF RISK IN THE SUPPLY CHAIN**

All contractual and other risk should be appropriately managed. This should extend to not passing risk down supply chains disproportionately, the management of volume fluctuations and other events and the management of intellectual property rights.

- 1.1 **Meaningful work allocation.** The Supplier should be able to evidence its approach in allocating work to supply chain partners in a manner which meets its obligations under this Contract. Where a supplier is specified in this Contract as a supply chain partner, the Supplier shall refer appropriate work (including volumes, where appropriate) to that supplier.

The Supplier shall record details of all issues arising out of complaints from suppliers that they have not received anticipated work (including volumes, where appropriate) and shall refer these complaints to the Authority.

- 1.2 **Systems for allocation of work to the supplier.** The Supplier should have systems for allocation of specific work to the supplier where the delivery of the services is best served by calling on the particular expertise of the supplier. The allocations should ensure that the services are provided from a supply chain organisation that has the correct level of expertise.

- 1.3 **Volume Fluctuations.** The Supplier must demonstrate to the Authority's satisfaction how it manages any volume fluctuations and the reallocation of work to the supply chain, where appropriate. The potential impact of both increases and particularly reductions in work allocation and associated drop in income, and actions to mitigate these risks, must be set out in the Sub-contract.

- 1.4 **Spot purchase arrangements.** Spot purchase arrangements may be entirely appropriate but can be detrimental to supply chain partners as opposed to more standard contracts that guarantee an income. Suppliers generally, but also in seeking funding or additional business, may be disadvantaged in only being able to reference spot purchase contracts. The Supplier should therefore ensure that wherever 'spot purchase' arrangements are utilised, options to transition to more stable contractual referral systems are reviewed at regular periods.

- 1.5 **Payment terms.** The Supplier should detail a full exploration of payment terms and the impact of these on the supply chain including the requirement for any clawback/repayment if targets (such as performance targets) are not met. The implications of this should be worked through for each year of the Sub-contract.

- 1.6 **Minimum contract term.** Consideration should be given to the needs of the supplier in relation to the contract term. The contract length, if inadequate, may damage the ability of the supplier in seeking new business or additional funding from elsewhere. Supporting statements around expected minimum term of contracts may be helpful to

avoid this. A minimum two (2) year term should be appropriate for most supply chain partnerships.

- 1.7 **Intellectual Property Rights (IPR).** The Supplier should set out in the Sub-contract an approach for the handling of intellectual property rights to be established as part of the supply chain selection process.

2. **ALIGNMENT OF ETHOS IN THE SUPPLY CHAIN**

The Authority envisages that a sustainable relationship is fostered throughout the Contract Period, which meets the expectations of both parties according to the position established at contract inception. In entering into a contractual agreement, there should be an understanding of what is important to both Parties and this should go on to form part of the contractual agreement which will be reviewed throughout the contract term to ensure that expectations are being met. The Authority's market engagement has reinforced that this is an important expectation for many organisations and key to building trust, especially in the early stages of such business relationships.

- 2.1 **Audit trail.** The Supplier must maintain an audit trail of engagement with suppliers that demonstrates compliance with the principles established at the outset of their working relationship and shall include any additional support the Supplier offers.
- 2.2 **Support declared in the bid to supply chain organisations.** The Supplier must publish a statement with regard to the support that is being offered by the Supplier to suppliers. Each support element must be itemised.
- 2.3 **Meetings.** The Supplier must record details of the conduct of all meetings with members of its supply chain and review these records to ensure that they are timely and appropriate and reinforce good relationship management.

3. **VISIBILITY ACROSS THE SUPPLY CHAIN:**

The Authority expects that all Parties have visibility of participation within the supply chain. This should include payment terms against contractual targets, the volume of business handled by supply chain partners (where appropriate), fair apportionment of work, and how the supply chain adjusts to changing volumes.

Supply chain sourcing, selection and refresh process. The Supplier must ensure that the sourcing, selection and refresh process for supply chain partners is transparent. This information must be made freely available to both the Authority and each potential supplier on request.

4. **REWARD AND RECOGNITION OF GOOD PERFORMANCE**

The Authority considers it important that organisations in the supply chain receive appropriate reward for good performance. Recognition of good performance should be shared across the chain and this should include the sharing of good practice. As industry forums are instigated, methods for sharing data will be developed.

5. **APPLICATION OF THE PRINCIPLES OF THE COMPACT IN WORK WITH CIVIL SOCIETY ORGANISATIONS**

Evidence of compliance and other issues. The Authority has an expectation that the Supplier and its supply chain follow the principles of the Compact when engaging with Civil Society Organisations (as that term is defined in the Compact).

SCHEDULE 17

BUSINESS CONTINUITY AND DISASTER RECOVERY

Section 1: Business Continuity and Disaster Recovery

1. PURPOSE

This Schedule sets out the Authority's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of disruption or failure, and for restoring the Services through business continuity and, as necessary, disaster recovery procedures. It also includes the requirement on the Supplier to develop, review, test, change and maintain a BCDR Plan.

2. BCDR PLAN

Within twenty (20) Working Days from the Commencement Date the Supplier shall prepare and deliver to the Authority for the Authority's Approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and

2.1.2 the recovery of the Services in the event of a Disaster,
(the **BCDR Plan**)

2.2 The BCDR Plan shall be divided into three parts:

2.2.1 Part A which shall set out general principles applicable to the BCDR Plan;

2.2.2 Part B which shall relate to business continuity (the **Business Continuity Plan**); and

2.2.3 Part C which shall relate to disaster recovery (the **Disaster Recovery Plan**); and

which shall, unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4 and 5 of this Schedule 17.

2.3 The Supplier shall ensure that the BCDR Plan incorporates business continuity and disaster recovery plans and procedures in respect of all components of the Services including those provided by Sub-contractors.

2.4 Following receipt of the draft BCDR Plan from the Supplier, the Authority shall:

2.4.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and

2.4.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Authority.

2.5 If the Authority rejects the draft BCDR Plan:

2.5.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and

- 2.5.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft BCDR Plan to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. **PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS**

3.1 Part A of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services and any services provided to the Authority by Other Suppliers;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Other Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any of its Other Suppliers in each case as notified to the Supplier by the Authority from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the Services with the services provided by a Other Suppliers; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;
- 3.1.9 identify the procedures for reverting to "normal service";

- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no data loss and to preserve data integrity;
 - 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002 (as amended) and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the CAS-2 Service Levels or to any increase in the Contract Price to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. **PART B: BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:
- 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the Services;
 - 4.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps being the **Business Continuity Services**);
 - 4.2.3 specify any applicable CAS-2 Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the

CAS-2 Service Levels in respect of other Services during any period of invocation of the Business Continuity Plan; and

- 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. **PART C: DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS**

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:
- 5.3.1 the technical design and build specification of the Disaster Recovery System;
- 5.3.2 details of the procedures and processes to be put in place by the Supplier and any Sub-contractors in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
- (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures; and
 - (j) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
- 5.3.3 any applicable CAS-2 Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the CAS-2 Service Levels in respect of other Services during any period of invocation of the Disaster Recovery Plan;
- 5.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The Supplier shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
 - 6.1.3 where the Authority requests any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original Approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a **Review Report**) setting out:
- 6.2.1 the findings of the review;
 - 6.2.2 any changes in the risk profile associated with the Services; and
 - 6.2.3 the Supplier's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party (the **Supplier's Risk Profile Proposals**).
- 6.3 Following receipt of the Review Report and the Supplier's Risk Profile Proposals, the Authority shall:
- 6.3.1 review and comment on the Review Report and the Supplier's Risk Profile Proposals as soon as reasonably practicable; and
 - 6.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Risk Profile Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Authority.
- 6.4 If the Authority rejects the Review Report and/or the Supplier's Risk Profile Proposals:

- 6.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Risk Profile Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Risk Profile Proposals to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 6.3 and this Paragraph 6.4 shall apply again to any resubmitted Review Report and Supplier's Risk Profile Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's Approval of the Supplier's Risk Profile Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.
- 7. TESTING OF THE BCDR PLAN**
- 7.1 The Supplier shall test the BCDR Plan on a regular basis (on the anniversary of each year following the Commencement Date). Subject to Paragraph 7.2, the Authority may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.
 - 7.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority provided prior to starting such test, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval save for when the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
 - 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.
 - 7.4 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
 - 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.

- 7.6 Following each test, the Supplier shall take all reasonable measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.
- 7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Contract.
- 7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

8. INVOCATION OF THE BCDR PLAN

- 8.1 The Supplier shall ensure that it is able to implement the BCDR Plan at any time in accordance with its terms.
- 8.2 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation) such that the provision of the Services is resumed within two (2) hours. In all other instances the Supplier shall only invoke or test the BCDR Plan with the prior consent of the Authority.

Section 2: Corporate Resolution Planning

9. Supplier Status

- 9.1 The Supplier shall notify the Authority in writing within 10 Working Days of the Commencement Date and bi-annually thereafter as to whether or not it is a Public Sector Dependent Supplier.

10. Provision of Corporate Resolution Planning Information

- 10.1 The Supplier shall provide the Authority with the CRP Information;
- (a) within sixty (60) days of the Commencement Date and annually thereafter;
 - (b) within sixty (60) days of the Authority's request;
- 10.2 The Supplier shall ensure the CRP Information provided pursuant to paragraph 10.1 is;
- (a) full, comprehensive, accurate and up to date;
 - (b) split into two parts;
 - i. Group Structure Information and Resolution Commentary
 - ii. UK Public Service /CNI Contract Information
- and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the->

outsourcing-playbook and contains the level of detail required (adapted as necessary to the Supplier's circumstances);

- (c) incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Authority to understand and consider the information for approval;
- (d) provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
- (e) complies with the requirements set out at Annex 1 (Group Structure Information and Resolution Commentary) and Annex 2 (UK Public Sector / CNI Contract Information) respectively.

10.3 Following receipt by the Authority of the CRP Information, the Authority shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that Authority approves or rejects the CRP Information.

10.4 If the Authority rejects the CRP Information:

- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
- (b) the Supplier shall revise the CRP Information, taking reasonable account of the Authority's comments, and shall re-submit the CRP Information to the Authority for approval within 30 days of the date of the Authority's rejection. The provisions of paragraph 10.2 to 10.4 of this Section B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

10.5 Where the Supplier has already provided CRP Information to a government department or the Cabinet Office Markets and Suppliers Team and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team, then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 10.1 if it provides a copy of the Valid Assurance to the Authority on or before the date on which the CRP Information would otherwise have been required.

10.6 An Assurance shall be deemed Valid for the purposes of Paragraph 10.5 of this Section 2 if:

- (a) the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
- (b) no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if this Agreement had then been in force) have occurred since the date of issue of the Assurance.

10.7 The Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 10.7(c) of this Section 2 its initial CRP Information) to the Authority:

- (a) within 14 days of the occurrence of a Financial Distress Event
- (b) within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 10.9;
- (c) within 30 days of the date that:
 - i. (i) the credit rating(s) of each of the Supplier or the FDE Group fail to meet any of the criteria specified in Paragraph 10.9; or
 - ii. none of the credit rating agencies specified at Paragraph 10.9 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- (d) in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:
 - i. updated CRP Information has been provided since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 10.7(d);
 - ii. unless not required pursuant to Paragraph 10.9.

10.8 Not Used

10.9 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

- (a) Aa3 or better from Moody's;
- (b) AA- or better from Standard and Poors;
- (c) AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 10.9, in which cases the Supplier shall provide the updated version of the CRP Information.

10.10 Subject to Paragraph 12, where the Supplier demonstrates to the reasonable satisfaction of the Authority that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Authority, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Authority to the extent required under Paragraph 10.7.

11. Termination Rights

11.1 The Authority shall be entitled to terminate this Agreement under Clause 45 (*Termination by the Authority*) if the Supplier is required to provide CRP Information under Section 2 and either:

- (a) the Supplier fails to provide the CRP Information within 4 months of the Commencement Date or otherwise within 4 months of the Authority's request; or
- (b) the Supplier fails to obtain an Assurance from the Authority or within 4 months of the date that it was first required to provide the CRP Information.

12. Confidentiality and usage of CRP Information

- 12.1 The Authority agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or the FDE Group, to enable contingency planning to maintain service continuity for end users.
- 12.2 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Authority pursuant to this Section 2 subject, where necessary, to the Authority entering into an appropriate confidentiality agreement in the form required by the third party.
- 12.3 Where the Supplier is unable to procure consent pursuant to Paragraph 12.2 of this Section 2, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
 - (a) redacting only those parts of the information which are subject to such obligations of confidentiality
 - (b) providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - i. summarising the information;
 - ii. grouping the information;
 - iii. anonymising the information; and
 - iv. presenting the information in general terms
- 12.4 The Supplier shall provide the Authority with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

ANNEX 1: GROUP STRUCTURE INFORMATION AND RESOLUTION COMMENTARY

1. The Supplier shall:
 - 1.1 provide sufficient information to allow the Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event.
 - 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
 - 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 2 and the dependencies between each.

ANNEX 2: UK PUBLIC SECTOR / CNI CONTRACT INFORMATION

1. The Supplier shall:
 - 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - (a) are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - (b) are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1(a) of this Annex 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
 - (c) involve or could reasonably be considered to involve CNI;
 - 1.2 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the BCDR Information or via a directly accessible link.

SCHEDULE 18

DATA PROCESSING

The contact details of the Authority's Data Protection Officer are: REDACTED

The contact details of the Supplier's Data Protection Officer are: REDACTED

The Supplier shall comply with any further written instructions with respect to processing by the Authority.

Any such further instructions shall be incorporated into this Schedule 18.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.]</i> <i>Example: The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide a service to members of the public]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data being Processed	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete Unless requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

SCHEDULE 19

COMMERCIALLY SENSITIVE INFORMATION

1. Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
2. In this Schedule 19 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
3. Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 19 applies.
4. Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interest's exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY

SCHEDULE 20

STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1 What the Authority expects from the Supplier

- 1.1 In September 2017, Her Majesty's Government published a Supplier Code of Conduct (the "**Code**") setting out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-30_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf

- 1.2 The Authority expects the Supplier and its Sub-Contractors to comply with their legal obligations, in particular those in Part 1 of this Schedule 20, and to meet the standards set out in the Code as a minimum. The Authority also expects the Supplier and its Sub-Contractors to use reasonable endeavours to comply with the standards in Part 2 of this Schedule 20.

PART 1 - Statutory Obligations

2 Equality and Accessibility

- 2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3 Modern Slavery

- 3.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

- (a) the MSA; and
- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

- 3.2 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract;
- (e) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline; and
- (f) implement a system of training for its employees to ensure compliance with the MSA including highlighting to its employees the existence and contact details of the Modern Slavery Helpline.

3.3 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the MSA and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- (c) neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:
 - i) has been convicted of any offence involving slavery and trafficking; or
 - ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

3.4 The Supplier shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.

3.5 If the Supplier notifies the Authority pursuant to paragraph 3.4 of this Schedule 20, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

3.6 If the Supplier is in Default under paragraphs 3.2 or 3.3 of this Schedule 20 the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

4 Income Security

4.1 The Supplier shall:

- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
- (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
- (c) not make deductions from pay:
 - (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract; and
 - (iii) without express permission of the person concerned
- (d) record all disciplinary measures taken against Staff.

5 Working Hours

5.1 The Supplier shall ensure that:

- (a) the working hours of Staff comply with the Law, and any collective agreements;
- (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
- (c) overtime is used responsibly, considering:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;
- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1
- (e) working hours do not exceed 60 hours in any seven-day period unless:
 - (i) it is allowed by Law;
 - (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
 - (iii) appropriate safeguards are taken to protect the workers' health and safety; and
 - (iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
 - (i) 1 day off in every 7-day period; or
 - (ii) where allowed by Law, 2 days off in every 14-day period.

6 Right to Work

6.1 The Supplier shall:

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;
- (b) notify the authority immediately if an employee is not permitted to work in the UK.

7 Health and Safety

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Authority's Premises.

7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

8 Welsh Language Requirements

8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Services.

9 Fraud and Bribery

9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

9.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

9.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

- (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
 - (c) keep appropriate records of its compliance with its obligations under paragraphs 9.3(a) 9.3(b) and make such records available to the Authority on request; and
 - (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017.
- 9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- 9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.
- 9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- 9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

PART 2 Corporate Social Responsibility

10 Zero Hours Contracts

- 10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.
- 10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:
- (a) whether an individual is an employee or worker and what statutory and other right they have;
 - (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
 - (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

11 Sustainability

11.1 The Supplier shall:

- (a) comply with the applicable Government Buying Standards;
- (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods and Services;
- (c) maintain ISO 14001 or EMAS (2017/1505); and
- (b) perform its obligations under the Contract in a way that:
 - (i) supports the Authority's achievement of the Greening Government Commitments;
 - (ii) conserves energy, water, wood, paper and other resources;
 - (iii) reduces waste and avoids the use of ozone depleting substances; and
 - (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment