

**THE LORD CHANCELLOR**

**AND**

**APPROVED SERVICE PROVIDER**

**LOUISE HARTE**

**FRAMEWORK AGREEMENT**

**FOR THE PROVISION OF**

**COURT APPOINTED INTERMEDIARY SERVICES**

**DATED: [                      ]**

## CONTENTS

---

### CLAUSE

1.	DEFINITIONS USED IN THIS FRAMEWORK AGREEMENT .....	4
2.	HOW LONG IS THE FRAMEWORK AGREEMENT? .....	11
3.	WHAT IS COVERED BY THIS FRAMEWORK AGREEMENT? .....	11
4.	HOW THE AUTHORITY BOOKS SERVICES .....	12
5.	HOW THE DOCUMENTS APPLY .....	12
PART TWO: WHAT IS REQUIRED FROM THE SERVICE PROVIDER .....		13
6.	IMPLEMENTATION PERIOD .....	13
7.	WHAT THE SERVICE PROVIDER AGREES TO DO .....	13
PART THREE PAYMENT AND PRICE .....		14
8.	HOW WILL THE SERVICE PROVIDER BE PAID? .....	14
PART FOUR: INFORMATION REQUIREMENTS .....		14
9.	SERVICE PROVIDER RECORDS AND AUDIT ACCESS .....	14
10.	CONFIDENTIAL INFORMATION .....	14
11.	OFFICIAL SECRETS ACTS .....	15
12.	DATA PROTECTION .....	15
13.	FREEDOM OF INFORMATION .....	16
14.	GOVERNANCE .....	16
15.	PUBLICITY .....	16
PART FIVE: KEY PERSONNEL .....		17
PART SIX LIABILITY AND INSURANCES .....		17
16.	HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR? .....	17
17.	INSURANCE .....	18
PART SEVEN: ENDING THE FRAMEWORK AGREEMENT .....		18
18.	WHEN THE AUTHORITY CAN END THE FRAMEWORK AGREEMENT OR A CALL-OFF CONTRACT .....	18
19.	ENDING THE FRAMEWORK AGREEMENT WITHOUT A REASON .....	20
20.	SUSPENSION OF SERVICE PROVIDER'S APPOINTMENT .....	20
21.	WHAT HAPPENS WHEN THE FRAMEWORK AGREEMENT OR A CALL-CONTRACT ENDS? .....	20
22.	RETENDERING AND HANDOVER .....	21
23.	STAFF TRANSFER .....	21
PART SEVEN: THE RECTIFICATION PROCESS .....		23
24.	DEALING WITH COMPLAINTS .....	25
25.	RESOLVING DISPUTES .....	25
PART 8: GENERAL PROVISIONS .....		25
26.	PREVENTION OF BRIBERY .....	25
27.	SUB-CONTRACTING AND ASSIGNMENT .....	26
28.	VARIATIONS TO FRAMEWORK AGREEMENT .....	26
29.	WELSH LANGUAGE REQUIREMENTS .....	26
30.	THIRD PARTY RIGHTS .....	27
31.	NOTICES .....	27
32.	CHANGE IN LAW .....	27

33.	<b>WHICH LAW APPLIES .....</b>	<b>28</b>
	<b>ANNEX 2 – ASSESSMENT BOOKING FORM .....</b>	<b>69</b>

## **SCHEDULES**

<b>Schedule Number</b>	<b>Contents</b>
1	Service Specification
2	Service Providers Tender
3	Award Process
4	Framework Agreement Recurring Application Process
5	Pricing and Payment
6	Key Personnel
7	Call-Off Terms and Conditions
8	Performance
9	Governance
10	Management Information and Reporting
11	Data Processing
12	Commercially Sensitive Information
13	Variation Procedure
14	Selection & Award Criteria

## Parties

- (1) **THE LORD CHANCELLOR** whose principal place of business is at 102 Petty France, London, SW1H 9AJ (**Authority**).
- (2) **Louise Harte** of [REDACTED] (**Service Provider**).

## Background

- (A) The Authority and the Service Provider have agreed that the following terms will form the Framework Agreement upon which the Authority can book Services from the Service Provider during the term of the Framework Agreement.
- (B) This Framework Agreement sets out the procedure for the recurring application process, Booking Services, the main terms and conditions for the provision of the Services and the obligations of the Service Provider under this Framework Agreement.
- (C) It is the Parties' intention that the Authority will have no obligation to place Bookings with the Service Provider under this Framework Agreement.

## The Parties have Agreed

### 1. DEFINITIONS USED IN THIS FRAMEWORK AGREEMENT

#### 1.1 The following definitions apply:

**Approval:** means the prior written approval of the Authority.

**Assessment Booking Form:** means the form sent by the Authority or a Commissioning Body to the Service Provider to request the Service Provider to carry out an Assessment of a Service User.

**Assessment Services:** has the meaning given in the Specification.

**Attendance Service:** has the meaning given in the Specification.

**Audit:** means an audit carried out pursuant to clause 9.

**Auditor:** means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

**Authorised Representative:** means the persons respectively designated as such by the Authority and the Service Provider.

**Booking:** means a booking for Services sent to the Service Provider in accordance with the Booking process in the Specification.

**Booking Change or Cancellation Form:** is the form sent by the Authority to the Service Provider in the event that the Authority requires a Cancellation or Curtailment to the Services.

**CAIS Guidance:** means the guidance produced by the Authority for Commissioning Bodies relating to the booking and provision of Services under this Framework Agreement and any Call-Off Contracts.

**Call-Off Contract:** means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between the Authority and the Service Provider comprising an Assessment Booking Form or Hearing Booking Form, its appendices, and the Call-off Terms and Conditions.

**Cancellation:** means the cancellation of the Services by the Authority or Commissioning Body where those Services are no longer required.

**Change of Control:** means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

**Commercially Sensitive Information:** means the information listed in Schedule 12 comprising the information of a commercially sensitive nature relating to the Service Provider's Tender and certain other documentation provided by the Service Provider to the Authority.

**Complaint:** means any formal complaint raised by the Authority, a Service User, Commissioning Body or any other third party in relation to the performance of the Service Provider under the Framework Agreement or any Call-Off Contract in accordance with clause 27.

**Commissioning Body:** has the meaning given in the Specification.

**Comparable Supply** means the supply of services to another customer of the Service Provider which are the same or similar to any of the Services.

**Confidential Information:** means any information of either Party, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and sub-contractors of the Parties, including Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

**Controller:** has the meaning given in GDPR;

**Competency Based Assessment Process:** means the process carried out by the Quality Assurance Board of the Authority to assess whether a person is competent to carry out the Services when they do not meet the Minimum Qualification and Training requirements as detailed in section 11.3 of the Specification.

**Curtailment:** is the reduction in the number of days or hours that the Services are required which is actioned after the Services Commencement Date.

**Default:** means any breach of the obligations of the relevant Party under the Framework Agreement or any Call-Off Contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Call-Off Contract and in respect of which such Party is liable to the other.

**Data Loss Event:** means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Call-Off Contract, including any Personal Data.

**Data Protection Impact Assessment (DPIA):** means an assessment by the Controller of the effect of the envisaged processing on the protection of Personal Data.

**Data Protection Legislation:** means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Data Subject:** shall have the same meaning as set out in the Data Protection Legislation.

**Data Subject Access Request** means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**Dispute:** any claim, dispute or difference arises out of or in connection with the Contract or in connection with the Framework Agreement and/or any Call-Off Contract.

**EIRs:** mean the Environmental Information Regulations 2004 (*SI 2004/3391*) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Framework Agreement:** means this agreement and all Schedules to this agreement as varied from time to time.

**Framework Commencement Date:** means the date of the Authority signature and printed on the first page of this agreement.

**Framework Services Commencement Date:** means 1<sup>st</sup> April 2022.

**Framework Providers:** means the Service Provider and other Service Providers appointed as framework providers under this Framework Agreement.

**Framework Term:** is the period detailed in clause 2.1 as may be extended in accordance with clause 2.2 or terminated earlier in accordance with the terms of this Framework Agreement.

**GDPR:** means the General Data Protection Regulation ((EU) 2016/679).

**General Change in Law** means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Service Provider) or which affects or relates to a Comparable Supply.

**Guidance:** means any guidance issued or updated by the UK government from time to time in relation to the Regulations.

**Hearing Booking Form** means the form sent attached at the Annex to Section 15.5 of the Specification.

**Information:** has the meaning given under section 84 of the FOIA.

**Implementation Period:** is the period starting on the Framework Commencement Date and ending on the Framework Services Commencement Date.

**ITT:** means the Invitation to Tender sent out by the Authority in response to a request from a potential Service Provider for admittance to the Framework Agreement.

**Key Performance Indicator(s) or KPI(s)** a key performance indicator as set out in Schedule 8.

**Key Personnel:** means the people named in Schedule 6 as key personnel, if any.

**KPI Failure:** a KPI Failure as detailed in Schedule 8.

**Law:** means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.

**Managed and Approved Service Providers:** means the Framework Agreement for Managed and Service Providers.

**Management Information:** means the management information specified in Schedule 10.

**Material Breach:** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Framework Agreement;
- (b) a substantial portion of any Call Off Contract;
- (c) breach of any obligations contained in the Framework Agreement or any Call Off Contract which specifically states that such a breach will be considered to be a Material Breach;

- (d) a KPI Failure which has not been rectified by the Service Provider after following the KPI Failure Process.

**Minimum Qualifications and Training Requirements:** means the minimum qualifications and training which a member of Staff providing the Services should achieve as detailed in section 11 of the Specification.

**Month:** means a calendar month.

**Open Book Data** means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Price paid under any Call-Off Contracts already paid or payable during the Framework Agreement.

**Party:** means the Authority and/or the Service Provider.

**Personal Data:** shall have the same meaning as set out in the Data Protection Legislation.

**Price:** means the prices set by the Authority as detailed in and calculated in accordance with Schedule 5.

**Processor:** has the meaning given to it in the GDPR.

**Prohibited Act:** the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - i. induce that person to perform improperly a relevant function or activity; or
  - ii. reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
  - i. under the Bribery Act 2010;
  - ii. under legislation creating offences concerning fraudulent acts;
  - iii. at common law concerning fraudulent acts relating to this Framework Agreement or any other Call-Off Contract with the Authority; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Authority.

**Quotation:** means a quote provided by the Service Provider to a Commissioning Body which includes the details required by the Authority in the Specification and calculated by the Service Provider in accordance with Schedule 5.

**Replacement Service Provider:** means any service provider who provides the Services to the Authority upon a retender of the Services.



**Requests for Information:** means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

**Returning Employees:** means those persons agreed by the Parties to be employed by the Service Provider (and/or any Sub-Call-Off Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

**Service Review Meeting:** has the meaning given in Schedule 9 (Governance).

**Services:** means any services provided by the Service Provider under any Call-Off Contract which shall be provided in accordance with the Specification.

**Specific Change in Law:** means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

**Specification:** means the description of the Services which will be required to be provided by the Service Providers under any Call-Off Contract as set out in Schedule 1.

**Staff:** means all persons employed by the Service Provider together with the Service Provider's servants, agents and Staff used in the performance of its obligations under this Framework Agreement or Call-Off Contracts.

**Tender:** means the tender submitted by the Service Provider to the Authority and attached at Schedule 2.

**Termination Date:** means the date of expiry or termination of this Framework Agreement.

**Travel and Subsistence Charges:** are the charges detailed in Table 4 of Schedule 5 which may be claimed by the Service Provider in accordance with Schedule 5.

**TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**TUPE Information** means the information set out in clause 23.1.

**UK Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Valid Invoice:** has the meaning given in Schedule 5.

**Venue:** the court or tribunal where the Services will be provided.

**Welsh Language Scheme** means the Authority's Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

**Working Days:** means 09:00-17:00 any day other than a Saturday, Sunday or public holiday in England and Wales.

**Year:** means a calendar year.

## **PART ONE: HOW DOES THIS FRAMEWORK AGREEMENT WORK?**

### **2. HOW LONG IS THE FRAMEWORK AGREEMENT?**

- 2.1 The Framework Agreement shall start on the Framework Commencement Date and (unless it is terminated sooner) shall end on the second (2nd) year anniversary of the Services Commencement Date.
- 2.2 The Authority may at its discretion extend the Framework Agreement on one or more occasions providing that the total extension period does not exceed two (2) years and that the Authority gives the Service Provider three (3) months' notice in writing.
- 2.3 The Authority can vary the Framework Agreement and if it chooses to do so then it shall do this in accordance with the Framework Agreement Variation Procedure as set out in Schedule 13.

### **3. WHAT IS COVERED BY THIS FRAMEWORK AGREEMENT?**

- 3.1 This Framework Agreement sets out how the Authority and the Service Provider will work together in respect of the provision of the Services by the Service Provider to Authority.
- 3.2 The Authority appoints the Service Provider as a Framework Provider of the Services and the Service Provider shall be eligible to receive Bookings for such Services during the Framework Term.
- 3.3 The Authority may at its absolute discretion and from time to time book Services from the Service Provider in accordance with the Booking procedure set out in the Specification during the Framework Term.
- 3.4 If the Authority requires any Services from the Service Provider it shall:
  - (a) enter into a Call-Off Contract with the Service Provider for those Services materially in accordance with the terms of the Call-Off Contract; and
  - (b) comply with the booking procedure in the Specification.
- 3.5 The Service Provider acknowledges it will not be guaranteed any work under this Framework Agreement and that the Authority may enter into Call-Off Contracts with other Framework Providers at any time.

- 3.6 The Authority may add new Framework Providers or remove Framework Providers from this Framework Agreement providing that it follows the process in Schedule 4 (Framework Agreement Recurring Application Process) using the Selection and Award Criteria at Schedule 14.

#### **4. HOW THE AUTHORITY BOOKS SERVICES**

- 4.1 The Authority may book Services via a Commissioning Body who will book the Services using the process detailed in the Specification.
- 4.2 If the Authority (including where ordered by a judge) requires Services from the Service Provider it shall book them using the process detailed in Section 5.8 - 5.11.
- 4.3 A Call-Off Contract is not entered into until the Authority has confirmed its acceptance in writing to the Service Provider that it accepts its Quotation in accordance with Section 5.9.4. The Authority shall not pay for any Services where a Quotation has not been approved by it.

#### **Cancellation or Curtailment of the Services**

- 4.4 In the event that the Authority or Commissioning Body requires a Cancellation or Curtailment to the Services it shall follow the process in Section 5.11 of the Specification.

#### **5. HOW THE DOCUMENTS APPLY**

- 5.1 In the event of inconsistency between Framework Agreement and the Call-Off terms and condition, the following order of priority shall apply:
- (a) the clauses of the Call-Off Contract;
  - (b) the terms of the Framework Agreement, the Schedules to the Framework Agreement (excluding the Service Provider's Tender);
  - (c) the Assessment Booking Form and/or the Hearing Booking Form (as may be amended by a Booking Change or Cancellation Form);
  - (d) any other document referred to in the clauses of the Call-Off Contract; and
  - (e) Schedule 2 (the Service Provider's Tender).

## **PART TWO: WHAT IS REQUIRED FROM THE SERVICE PROVIDER**

### **6. IMPLEMENTATION PERIOD**

- 6.1 The Service Provider shall comply with any requirements placed upon it by the Authority as part of the Implementation Period.
- 6.2 During the Implementation Period (and if applicable after the Framework Services Commencement Date) the Service Provider shall treat any Bookings accepted prior to the Framework Commencement Date or during the Implementation Period as Bookings made under the terms of a Call-Off Contract and shall fulfil those Services in accordance with the terms of a Call-Off Contract and this Framework Agreement and in particular Schedule 5 – Pricing and Payment.
- 6.3 No charges shall be payable by the Authority to the Service Provider in respect of costs incurred during the Implementation Period. This shall also apply in the event that the Authority terminates the Framework Agreement (for whatever reason) during the Implementation Period.

### **7. WHAT THE SERVICE PROVIDER AGREES TO DO**

- 7.1 The Service Provider shall treat all requests for Services, regardless of the method of communication, in accordance with clause 7.2, and undertakes not to provide Services to the Authority via any other terms or agreements.
- 7.2 The Service Provider shall provide all the Services in accordance with:
  - (a) the requirements of this Framework Agreement (including the Schedules); and
  - (b) the terms and conditions of any respective Call-Off Contracts (including the Schedules); and
- 7.3 Ensure all Staff involved in the provision of the Services meet the Minimum Qualification and Training Requirements or have been assessed as competent under the Competency Based Assessment Process.
- 7.4 Where a member of Staff has gained further qualifications, training or experience towards achieving the Minimum Qualification and Training Requirements or the Service Provider has recruit a new member of Staff then the Service Provider can request that the Authority assesses the member of Staff against its Minimum Qualification and Training Requirements.
- 7.5 The Authority shall carry out the assessment of the Minimum Qualification and Training Requirements on a six (6) monthly basis and the Authority can inform the

Service Provider when the next assessment is due to take place upon receiving a request under clause 7.4.

### **PART THREE PAYMENT AND PRICE**

#### **8. HOW WILL THE SERVICE PROVIDER BE PAID?**

- 8.1 The Service Provider will be paid the amount stated in the Quotation providing that the Quotation has been prepared in line with the requirements of Schedule 5 and approved by the Authority in accordance with clause 4.6.
- 8.2 The Price will be paid to the Service Provider in accordance with Schedule 5 once the Services have been completed in accordance with the Call-Off Contract and a Valid Invoice from the Service Provider has been received by the Authority.

### **PART FOUR: INFORMATION REQUIREMENTS**

#### **9. SERVICE PROVIDER RECORDS AND AUDIT ACCESS**

- 9.1 The Service Provider must attend meetings with the Authority as required by the Governance provisions contained in Schedule 9.
- 9.2 The Service Provider shall keep and maintain full and accurate records and accounts in respect of the Framework Agreement and any Call-Off Contracts for six (6) years after the end of the Framework Term and in accordance with the Data Protection Legislation. The Service Provider shall make available to the Authority on request all records created under clause 9.2 at no charge to the Authority.
- 9.3 The Service Provider shall allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Framework Agreement and any Call-Off Contracts and provide copies for an Audit at no cost to the Authority.

#### **10. CONFIDENTIAL INFORMATION**

- 10.1 Each Party shall:
  - (a) Keep all Confidential Information (including the Commercially Sensitive Information) it receives confidential and secure;
  - (b) Not disclose, use or exploit the other Party's Confidential Information without the other Party's written consent, except for the purposes of this Framework Agreement; and

- (c) Immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

10.2 Clause 10.1 shall not apply to any disclosure of information:

- (a) required by any applicable law or to any disclosures required under the FOIA or the EIRs;
- (b) used by a Party in performance of any obligations under this Framework Agreement;
- (c) if the information is already in the public domain;
- (d) to the Auditors;
- (e) to enable a determination to be made under clause 25 and 26;
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (g) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information;

## 11. **OFFICIAL SECRETS ACTS**

The Service Provider shall comply with and shall ensure that its Staff comply with, the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

## 12. **DATA PROTECTION**

12.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 and Schedule 11 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

12.2 When processing Personal Data under this Framework Agreement or in relation to any Call-Off Contract, the Parties shall process that Personal Data in accordance with the requirements of Schedule 11.

12.3 The provisions of this clause and Schedule 11 shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

### **13. FREEDOM OF INFORMATION**

13.1 The Service Provider acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Service Provider shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

13.2 The Service Provider acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Service Provider. The Authority shall take reasonable steps to notify the Service Provider of a request for information (in accordance with the section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

### **14. GOVERNANCE**

The Authority and the Service Provider shall comply with the governance provisions contained within Schedule 9.

### **15. PUBLICITY**

15.1 The Service Provider shall not make any press announcements or publicise this Framework Agreement or any Call-Off Contract in any way without the Authority's prior written consent.

15.2 The Service Provider shall not use the Authority's or any of the Authority's agencies name, brand or logo in any publicity, promotion, marketing or announcement without prior written approval of the Authority.



- 15.3 The Authority shall be entitled to publicise this Framework Agreement or any Call-Off Contract in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.
- 15.4 The Service Provider shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

## **PART FIVE: KEY PERSONNEL**

- 15.5 The Key Personnel are listed at Schedule 6. In the event that the Service Provider removes or adds any Key Personnel it shall inform the Authority prior to the removal or addition of Key Personnel providing any Services to the Authority under this Framework Agreement.
- 15.6 All Key Personnel shall meet the Minimum Qualifications and Training Requirements detailed in section 11 of the Specification.

## **PART SIX LIABILITY AND INSURANCES**

### **16. HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR?**

- 16.1 Neither Party limits its liability for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - (d) any breach of:
    - i. clause 10 (Confidential Information)
    - ii. clause 12 and Schedule 11 (Data Protection); or
    - iii. any transfer of staff under clause 23.
  - (e) any liability to the extent it cannot be limited or excluded by Law.
- 16.2 Subject to clause 16.1, the Service Provider's aggregate liability in respect of the Framework Agreement or any Call-Off Contract does not exceed 125% of the aggregated Price payable to the Service Provider for any Call-Off Contracts awarded in the previous calendar year of the Framework Agreement or £50,000 whichever is higher.
- 16.3 Subject to clause 16.1 the Authority's aggregate liability in respect of the Framework Agreement or any Call-Off Contract does not exceed the aggregated

Price payable to the Service Provider for any Call-Off Contracts awarded in the previous calendar year of the Framework Agreement or £50,000 whichever is higher.

- 16.4 In the event that the Service Provider's insurance covers any liability detailed in clauses 16.2 and 16.3, the liability cap shall be in addition to any sums covered by the Service Provider's insurance.
- 16.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.

## **17. INSURANCE**

- 17.1 The Service Provider shall obtain at its own cost and maintain:
- (a) professional indemnity insurance in the sum of not less than £500,000 (five hundred thousand) for any Services provided by the Service Provider to the Authority;
  - (b) public liability insurance cover in the sum of not less than £1,000,000 (one million pounds); and
  - (c) (if appropriate) employer's liability insurance to a minimum of £5,000,000 in respect of Staff.
- 17.2 Such insurance policies shall be maintained for the duration of the Framework Term and for a minimum of six (6) years following the end of the Framework Term.
- 17.3 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities arising under this Framework Agreement.

## **PART SEVEN: ENDING THE FRAMEWORK AGREEMENT**

### **18. WHEN THE AUTHORITY CAN END THE FRAMEWORK AGREEMENT OR A CALL-OFF CONTRACT**

- 18.1 If any of the following events happen, the Authority has the right to immediately terminate the Framework Agreement and/or any Call-Off Contract upon giving written notice to the Service Provider:
- (a) there is an Insolvency Event as described in clause 18.1
  - (b) where the Rectification Process has been followed and the Authority is of the reasonable opinion that the Service Provider has been unable to rectify the KPI Failure:

- (c) there has been a Default which is a Material Breach:
- (d) under section 2.3 of the Specification where the Service Provider has been removed from the Witness Intermediary Scheme due to breach of contract or breach of the intermediary code of ethics and practice or for any other reason; or
- (e) there has been a Change of Control which has not been approved by the Authority.

18.2 The Authority can terminate this Framework Agreement and/or any Call-Off Contracts if any of the following occurs (“Insolvency Events”):

- (a) the Service Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Service Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Service Provider with one or more other companies or the solvent reconstruction of the Service Provider;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Service Provider (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Service Provider with one or more other companies or the solvent reconstruction of the Service Provider;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Service Provider (being a company, partnership or limited liability partnership);
- (e) the holder of a qualifying floating charge over the assets of the Service Provider (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Service Provider or a receiver is appointed over the assets of the Service Provider;
- (g) the Service Provider (being an individual) is the subject of a bankruptcy petition or order;

- (h) a creditor or encumbrancer of the Service Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Service Provider's assets and such attachment or process is not discharged within fourteen (14) days;
- (i) the Service Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

## **19. ENDING THE FRAMEWORK AGREEMENT WITHOUT A REASON**

- 19.1 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three (3) Months' written notice to the Service Provider.
- 19.2 In the event that the Service Provider is appointed to the Managed and Approved Service Provider Framework Agreement, this Framework Agreement shall be automatically terminated. The Service Provider shall continue to provide Services under any Call-Off Contract in existence at the time that it is appointed to the Framework Agreement until such date that the Call-Off Contract expires.
- 19.3 Any Service Provider transferred to the Managed and Approved Service Provider Framework Agreement shall provide Services for the remaining term of the Managed and Approved Service Provider Framework Agreement.

## **20. SUSPENSION OF SERVICE PROVIDER'S APPOINTMENT**

- 20.1 The Authority may suspend the Service Provider's right to receive Bookings if the Authority is of the opinion that the Service Provider has committed a Notifiable Default by giving notice in writing to the Service Provider and the appointment will be suspend for the period notified to the Service Provider in the notice.

## **21. WHAT HAPPENS WHEN THE FRAMEWORK AGREEMENT OR A CALL-CONTRACT ENDS?**

- 21.1 The Service Provider shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement.
- 21.2 All Call-Off Contracts shall remain in force unless and until it is stated by the Authority that they are terminated or expire in accordance with their own terms.
- 21.3 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.

- 21.4 The provisions of clause 9 (Service Provider Records and Access), clause 10 (Confidential Information), clause 12 (Data Protection), clause 16 (Liability and Insurance), Clause 17 (Insurance) and Schedule 11 (Data Protection) shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

## **22. RETENDERING AND HANDOVER**

- 22.1 Within twenty (20) Working Days of being requested by the Authority, the Service Provider shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.
- 22.2 The Service Provider indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Service Provider is required to provide under clause 22.1
- 22.3 The Service Provider shall co-operate fully with the Authority during any handover at the end of the Call-Off Contract. This co-operation includes allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- 22.4 The Service Provider shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Service Provider to the Authority on the completion or earlier termination of the Call-Off Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Service Provider shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Service Provider shall comply with the Authority's request for information no later than fifteen (15) Working Days from the date that that request was made.

## **23. STAFF TRANSFER**

- 23.1 In the event that the Authority decides that TUPE applies, the Service Provider shall fully and accurately disclose to the Authority all information the Authority may reasonably request in relation to the Staff, no later than six (6) Months prior to the end of the Term, including the following:
- (a) the total number of Staff whose employment/engagement terminates at the end of the Term, save for any operation of Law;

- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause 23.1 (a)
  - (c) the terms and conditions of employment/engagement of the Staff referred to in clause 23.1 (a), their job titles and qualifications;
  - (d) their immigration status;
  - (e) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
  - (f) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- 23.2 At intervals determined by the Authority (which shall not be more frequent than once every thirty (30) days the Service Provider shall give the Authority updated TUPE Information.
- 23.3 Each time the Service Provider supplies TUPE Information to the Authority it warrants its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Service Provider.
- 23.4 The Authority may use TUPE Information it receives from the Service Provider for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Term. The Service Provider shall provide the Replacement Service Provider with such assistance as it shall reasonably request.
- 23.5 If TUPE applies to the transfer of the Services on termination of the Framework Agreement, the Service Provider indemnifies and keeps indemnified the Authority, the Crown and any Replacement Service Provider against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Service Provider may suffer or incur as a result of or in connection with:
- (a) the provision of TUPE Information;
  - (b) any claim or demand by any Returning Employee (whether in Call-Off Contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Service Provider in respect of any Returning Employee on or before the end of the Term;
  - (c) any failure by the Service Provider to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of

the Authority or a Replacement Service Provider to comply with its duties under regulation 13 of TUPE;

- (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Service Provider to comply with any legal obligation to such trade union, body or person; and
- (e) any claim by any person who is transferred by the Service Provider to the Authority and/or a Replacement Service Provider whose name is not included in the list of Returning Employees.
- (f) If the Service Provider is aware that TUPE Information has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date and accurate TUPE Information.

23.6 This clause 23 applies during the Framework Term and indefinitely thereafter.

23.7 The Service Provider undertakes to the Authority that, during the twelve (12) Months prior to the end of the Term the Service Provider shall not without Approval (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Service Provider and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Service Provider, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

## **PART SEVEN: THE RECTIFICATION PROCESS**

23.8 If the Service Provider does not meet the KPIs, then the Authority may commence the Rectification Process in clause 24.5 below.

23.9 In the event that:

- (a) there is a KPI Failure; or
- (b) the Service Provider commits a Default that, in the opinion of the Authority, is capable of remedy; or
- (c) the Authority is of the opinion that the Service Provider is failing to provide any one or more parts of the Services in accordance with the terms and conditions of the Framework Agreement and the Call-Off Contract

23.10 each a “**Notifiable Default**” the Service Provider shall notify the Authority of the Notifiable Default as soon as reasonably practicable but in any event not more than two (2) Working Days of becoming aware of the Notifiable Default detailing the effect of the Notifiable Default. Where the Authority is of the reasonable opinion that a Notifiable Default has occurred, then it can notify the Service Provider (setting out sufficient detail) that it considers a Notifiable Default has occurred.

23.11 When a Notifiable Default occurs under either clause 18.1 or clause 18.2 the Service Provider shall comply with the Rectification Process unless the Authority serves notice under clause 19 of the Framework Agreement to terminate the Framework Agreement or any Call-Off Contract to which the Notifiable Default relates.

23.12 The Rectification Process shall be as follows:

- (a) If the Authority is of the reasonable opinion that the Notifiable Default is capable of remedy via informal discussion with the Service Provider, then discussions shall be added to the agenda for the next scheduled Service Review Meeting and the Parties shall negotiate in good faith at the Service Review Meeting to rectify the Notifiable Default.
- (b) If the Parties agree that the Notifiable Default can be rectified, then the Authority can instruct the Service Provider to draft a Rectification Plan setting out how the Service Provider shall rectify the Notified Default. The Service Provider shall submit the Rectification Plan to the Authority who may approve it, ask for amendments or redraft the plan itself.
- (c) Where the Notifiable Default is the failure by the Service Provider to provide any part of the Services in accordance with the terms and conditions of the Framework Agreement and any Call-Off Contract, but where the Service Provider is providing other parts of the Service to the satisfaction of the Authority, the Authority reserves the right to partially terminate the Framework Agreement to remove the Services from the Specification which the Service Provider is failing to provide whilst permitting the Service Provider to continue to provide other Services. If considered appropriate by the Authority, this may form part of a Rectification Plan.



- (d) If the Authority is of the opinion that the Notifiable Default cannot be rectified then it may terminate the Framework Agreement and any Call-Off Contracts under clause 18.1(b).

## **24. DEALING WITH COMPLAINTS**

If there is a complaint about the Services provided by the Service Provider or any other complaint relating to the carrying out of its obligations under the Framework Agreement or any Call-Off Contract, the Service Provider and/or the Authority (as appropriate) shall initiate the process detailed in the Specification and manage the complaint in accordance with the process detailed within the Specification.

## **25. RESOLVING DISPUTES**

- 25.1 If there is a Dispute regarding the Framework Agreement or any Call-Off Contract, the Service Provider's Contract Manager and the Authority's Contract Manager shall meet and attempt to settle the Dispute within twenty (20) days of a written request by the other Party.
- 25.2 If the Dispute is not resolved in accordance with clause 25, senior representatives of the Parties who have authority to settle the Dispute will, within twenty (20) days of a written request by the other Party, meet in good faith to resolve the Dispute.
- 25.3 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute.
- 25.4 The commencement of mediation shall not prevent the Parties commencing or continuing court or arbitration proceedings.

## **PART 8: GENERAL PROVISIONS**

### **26. PREVENTION OF BRIBERY**

- 26.1 The Service Provider:
  - (a) shall not, and shall procure that the Staff and all personnel shall not, in connection with this Framework Agreement and any Call-Off Contract made under it commit a Prohibited Act; and
  - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding

any arrangement of which full details have been disclosed in writing to the Authority before execution of this Framework Agreement.

- 26.2 The Service Provider shall if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010.
- 26.3 The Service Provider shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any Staff from committing a Prohibited Act and shall enforce it where appropriate.
- 26.4 If any breach of clause 26 is suspected or known the Service Provider must notify the Authority immediately.
- 26.5 The Authority may terminate this Framework Agreement by written notice with immediate effect if the Service Provider breaches clause 26.

## **27. SUB-CONTRACTING AND ASSIGNMENT**

- 27.1 Neither Party shall be entitled to assign, novate, sub-contract or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other Party, neither may the Service Provider sub-contract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority.
- 27.2 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

## **28. VARIATIONS TO FRAMEWORK AGREEMENT**

Any variations to the Framework Agreement must be made in accordance with the Framework Agreement Variation Procedure set out in Schedule 13.

## **29. WELSH LANGUAGE REQUIREMENTS**

The Service Provider 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.

30. **THIRD PARTY RIGHTS**

A person who is not a Party to this Framework Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this framework agreement.

31. **NOTICES**

31.1 Any notice shall be sent by email or by communication via Jaggaer – the Authority’s eSourcing Portal. Notices received via these methods will be deemed to be received four (4) hours after the time it was sent provided that it was sent on a Working Day.

31.2 If the Parties agree that a notice can be sent by post then a letter is deemed to have been received two (2) Working Days after the day it was sent or when the other Party acknowledges receipt, whichever is the earlier.

31.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Call-Off Contract:

■ [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

■ [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

(c) Either Party may change its address by serving a notice in accordance with this clause.

32. **CHANGE IN LAW**

32.1 The Service Provider is neither relieved of its obligations under the Framework Agreement or its obligation to supply the Services under any Call-Off Contract nor entitled to an increase in the Price as the result of a General Change in Law or a Specific Change in Law.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

# Schedule 1 – Service Specification

## Contents

1. Glossary of Terms	30
2. Role of Intermediary	31
3. Jurisdictions	34
4. Welsh Language	36
5. Service: Booking	37
6. Service: Assessment	43
7. Service: Hearing	46
8. Handling of information	50
9. Security clearance and vetting	52
10. Service: Customer service, complaints and feedback	54
11. Minimum qualifications and training	58
12. Quality assurance	60
13. Equality, diversity and inclusion commitment	65
14. Social Value	66
15. Annex 1 – Vulnerability Categories	67

# 1. Glossary of Terms

Term	Definition
<b>ASP</b>	Approved Service Provider. The supplier of the Court Appointed Intermediary Services. Also known as the Service Provider.
<b>Assessment</b>	An assessment of the Service User who needs intermediary support, in line with the requirements of this Specification and as defined in 6.1.
<b>Commissioning Body</b>	The person/organisation responsible for booking the intermediary.
<b>CAI</b>	Court Appointed Intermediary. The terms “intermediary” and “intermediaries” are used throughout this document and refers to Court Appointed Intermediaries.
<b>CAIS</b>	Court Appointed Intermediary Services. An intermediary service for vulnerable service users who are not covered under the Witness Intermediary Scheme.
<b>Hearing</b>	Court or tribunal proceedings which the Service User is required to attend.
<b>HMCTS</b>	HM Courts and Tribunals Service. An agency of the Ministry of Justice. The Authority of this contract is the MoJ, and through it HMCTS, the requester of the service and sometimes the Commissioning Body.
<b>Intermediary</b>	The terms intermediary and intermediaries refer to Court Appointed Intermediaries.
<b>LAA</b>	Legal Aid Agency. An executive agency of the Ministry of Justice. It provides civil and criminal legal aid and advice in England and Wales.
<b>Legal Representative</b>	The Service User’s legal representation for the Hearing, e.g. a solicitor or a barrister. Can be the Commissioning Body of the Service.
<b>MASP</b>	Managed and Approved Service Provider
<b>MoJ</b>	Ministry of Justice. The government department that HMCTS belongs to and the Authority of this contract.
<b>QAB</b>	Quality Assurance Board. The body responsible for quality assurance, regulation and monitoring of the professional standards of intermediaries for the Witness Intermediary Scheme and CAIS.
<b>Service Provider</b>	Supplier of the Court Appointed Intermediary Services. Also known as the Approved Service Provider (ASP).
<b>Service User</b>	The vulnerable person/party who requires the services of an intermediary at a court/tribunal hearing.
<b>The Authority</b>	The Authority of this contract is the MoJ, and through it HMCTS.
<b>Unfulfilled Booking</b>	An unfulfilled booking is when a Service Provider has accepted a Booking and then subsequently returns the Booking to the Authority, Refers the order to another Service Provider or fails to provide the Services.
<b>Venue</b>	A court or tribunal.
<b>WIS</b>	The MoJ’s <i>Witness Intermediary Scheme</i> provides Registered Intermediaries to vulnerable witnesses, complainants and defence witnesses in the criminal justice system.
<b>Working day</b>	Means 09:00-17:00 any day other than a Saturday, Sunday or public holiday in England and Wales.

## 2. Role of Intermediary

### Context

2.1 Court Appointed Intermediary Services (CAIS) supports a service that facilitates impartial communication to enable complete, coherent and accurate communication between vulnerable people, known as Service Users, and the courts and tribunals, also referred to as Venues. This helps to ensure Service Users have access to a fair hearing.

2.2 There are two types of Intermediary Services in existence in the justice system:

#### 2.2.1 Court Appointed Intermediaries

Court Appointed Intermediaries provide Services for vulnerable defendants in the criminal jurisdiction and vulnerable parties and witnesses in the civil, family and tribunal jurisdictions.

2.2.2 This is the service referred to throughout the Specification, and any reference to 'Intermediary' and 'Intermediaries', is a reference to Court Appointed Intermediaries.

#### 2.2.3 Registered Intermediaries

Registered intermediaries are selected, trained, accredited and regulated by the Ministry of Justice (MoJ) in England and Wales, or the Department of Justice in Northern Ireland. They operate under the Witness Intermediary Scheme (WIS) and provide services for victims and witnesses in the criminal jurisdiction.

2.2.4 This Specification does not relate to Registered Intermediaries.

2.3 Entering into a Framework Agreement to provide Court Appointed Intermediary Services does not preclude the Service Provider from providing Services through the WIS, Legal Aid Agency (LAA) and other public and private organisations. However, the Authority retains the right to terminate Intermediaries if they are removed from the WIS due to a breach of contract and/or a breach of the Intermediary Codes of Ethics and Practice (section 12).

### 2.4 Role of Intermediaries

2.4.1 Intermediaries fulfil the function of facilitating communication between the Service User and the Venue.

2.4.2 Intermediaries are impartial communication specialists whose primary responsibilities are:

- a. Enabling complete, coherent and accurate communication with Service Users in the justice system.
- b. Improving the quality of evidence and ensuring the Service User's understanding of and participation in proceedings.
- c. Making an Assessment and reporting, orally or in writing, about the communication abilities and needs of the Service User and the steps that should be taken to meet those needs at a Hearing. This includes a recommendation determining if an intermediary is necessary to support communication. If an Assessment Report is produced orally as a result of an emergency assessment, a written report must be provided as directed by the Authority.

2.4.3 Intermediaries are not investigators and their role in a court or tribunal is not the same as an appropriate adult, supporter or Expert Witness. Their first duty is to the court or tribunal and justice system. They must remain impartial and follow the Intermediary

Codes of Practice and Ethics (section 16).

**2.4.4** Additionally, to the points in 2.4.2, Intermediaries carry out a range of functions to assist courts, tribunals and justice practitioners, including:

- a. Providing advice, guidance and information on how to communicate most effectively with the Service User and how proceedings can be adapted to accommodate this.
- b. Attending Hearings and ensuring Service Users present their case well, giving best evidence as applicable.
- c. Directly assisting in the questioning process by asking justice practitioners to rephrase questions the Service User does not understand, rephrase questions themselves if necessary (without changing their substantive meaning) and communicating their subsequent answers.

## **2.5 Specialisms**

**2.5.1** Service Providers are required to assist Service Users with additional needs which may require specialist professional skills and/or experience. An appointed Intermediary should be able to evidence that their skills and experience could, if necessary, be justified at a court or tribunal, before assigning them to a case.

**2.5.2** Specialist functions include, but are not limited to:

- a. Deaf Service Users (see section 2.6)
- b. Children and young people
- c. Specific vulnerabilities (see Annex 1 for a list of examples).

**2.5.3** Further details regarding qualifications and experience can be found in section 11

## **2.6 Working with deaf Service Users**

**2.6.1** Where a deaf Service User requires Intermediary Services and can communicate using a non-spoken language (e.g. British Sign Language), a deaf Intermediary can be instructed. Alternatively, a hearing Intermediary who has had deaf awareness training can be appointed with a non-spoken interpreter as required. The appointment of interpreters is outlined below in 2.7.

## **2.7 Working with Interpreters**

**2.7.1** In circumstances where a Service User requires the support of an interpreter (spoken or non-spoken) for Assessment and Hearing Services, a MoJ contracted interpreter.

**2.7.2** When the Service User's Legal Representative is the Commissioning Body, they will make the request in the following ways:

- a. For Assessments in the Crime jurisdiction - The Legal Representative will request the services of an interpreter via the Legal Aid Agency's Prior Authority route.
- b. For Assessments in the Family, Civil and Tribunal jurisdictions -The Legal Representative will request the services of an interpreter via the Venue where the Service User's Hearing will take place.



- c. For Hearings in all jurisdictions - The request will be processed via the Venue.

2.7.3 When HMCTS is the Commissioning Body, the booking of the interpreter will be appointed by the Venue in all cases.

## Requirements

- 2.8 The Service Provider must be able to provide an Intermediary to attend Hearings on the dates and times specified by the Venue and/or Commissioning Body.
- 2.9 The Service Provider must provide a suitable Intermediary to deliver the following key Services:
  - a. An initial written “**Assessment Report**” in the timeframe set by the Venue, detailing what additional communication needs a Service User has, how these needs will impact on participation, what steps are recommended to address these needs and specifying if an Intermediary is required to assist in meeting the needs.
  - b. Providing advice, guidance and information on how to communicate most effectively with the Service User and how proceedings can be adapted to accommodate this to ensure the Service user is able to fully participate, instruct and give the best evidence possible.
  - c. Attendance at Ground Rules, Directions, Case Management and other preliminary hearings as directed.
  - d. Intermediary support at court and tribunal Hearings. This includes directly assisting in the questioning process by asking justice practitioners to rephrase questions the Service User does not understand, rephrase questions themselves if necessary (without changing their substantive meaning) and communicating their subsequent answers
  - e. Intermediary support outside of hearings as directed by the court/tribunal.
  - f. Intermediary support for conferences with Legal Representatives as approved by Legal Aid Agency (outlined in section 5.5).
  - g. Ensuring Service Users who are not legally represented can communicate and present their case to the best of their ability.
- 2.10 Facilitating the Service User's participation by enabling them to:
  - a. understand and follow proceedings
  - b. manage their ability to participate and give their best evidence as applicable
  - c. give instructions to their representatives
  - d. understand the outcome of proceedings.
- 2.11 The Service Provider will ensure continuity of the Intermediary supporting the Service User throughout the case where appropriate or as directed by the judge.
- 2.12 The Service Provider must have an effective quality management process in place to ensure the monitoring of quality output.

## 3. Jurisdictions

### Context

- 3.1 Court Appointed Intermediary Services are used by courts and tribunals in England and Wales, and tribunals in Scotland.
- 3.2 It is the duty of the Venue and of all parties to the case to identify Service Users who are vulnerable at the earliest possible stage of proceedings. Consideration should be given to the Service User's ability to:
- a. Understand the nature of the court or tribunal proceedings.
  - b. Understand their role and ability to participate in proceedings.
  - c. Put their views to the court or tribunal.
  - d. Instruct their representative before, during and after the hearing.
  - e. Attend the hearing without significant distress.

### 3.3 The Family Court

3.3.1 The single Family Court is a national court for all family proceedings in England and Wales. Cases, which prior to 2014 were being heard by the County Court or the Family Proceedings Court, are now heard by the Family Court.

3.3.2 The Family Court can sit at any Venue nationally as directed, and usually sits at the County Courts and specialist Magistrates' Courts. Family work may also be heard in the Family Division of the High Court.

3.3.3 In Family Court Hearings, Intermediaries may be appointed in public law proceedings. These proceedings are mostly brought by local authorities if a child is not receiving reasonable parental care. There is a statutory time limit of 26 weeks for public law family cases.

3.3.4 Intermediaries may also be engaged for private law family proceedings on behalf of the child following the parent's separation, Family Law Act injunction proceedings and applications for other protective orders (e.g. forced marriage, FGM Protection Orders), adoption and divorce/financial remedy. For example:

- a. Fact finding hearings
- b. Dispute resolution appointment
- c. Final hearings
- d. Family Law Act injunction proceedings.

### 3.4 The Civil Court

3.4.1 Civil justice in England and Wales is mainly dealt with in the County Courts and, in the case of more substantial or complex cases, the High Court. The jurisdiction covers a very wide range of cases, from quite small or simple claims like damaged goods or recovery of debt, to large claims between multi-national companies.

3.4.2 Civil cases involve Hearings in open court which the public may attend, hearings

in the judge's private room from which the public are excluded, and matters decided by the judge in private based on the papers alone.

**3.4.3** In Civil Court hearings, Intermediaries could be appointed in any case type.

**3.4.4** Currently, Intermediaries are rarely used in the Civil Court. However, ongoing work with the Civil Justice Council into identifying and increasing accessibility for vulnerable Service Users may lead to an increased use in the future.

### **3.5 The Criminal Courts**

**3.5.1** All criminal cases start in a Magistrates' Court. Cases are heard by either two or three magistrates (with advice on matters of law, practice and procedure provided by a Legal Adviser) or by one district judge. There is no jury in a Magistrates' Court. Magistrates' Courts pass the most serious crimes to the Crown Court for sentencing or for a full trial with a judge and jury.

**3.5.2** A Youth Court is a special type of Magistrates' Court for defendants aged between 10 and 17. A Youth Court has either three magistrates or a district judge. There is no jury in a Youth Court.

**3.5.3** The Witness Intermediary Scheme (WIS) provides Intermediary Services for complainants, defence and prosecution witnesses in criminal courts. Defendants do not fall under the WIS so an Intermediary will be appointed under CAIS if communication support is ordered by the judge.

### **3.6 Tribunals**

**3.6.1** There are many Tribunals, covering a wide range of areas affecting day-to-day life. Tribunals often sit as a panel, incorporating a legally qualified tribunal judge, as well as panel members with specific areas of expertise. They hear evidence from witnesses but decide the cases themselves.

**3.6.2** Some tribunals are administered through local authorities (for example School Exclusion Panels), some by government departments (e.g. Valuation Tribunals) and others through HMCTS. HMCTS administers a two-tier tribunal system: a First-tier Tribunal and an Upper Tribunal, both of which are split into chambers. Each chamber comprises similar jurisdictions or brings together similar types of experts to hear appeals.

**3.6.3** Intermediaries are rarely used in tribunal hearings currently but can be appointed in any case type as directed by a judge.

## **Requirements**

**3.7** Intermediaries must have a working knowledge of the different jurisdictions and types of courts and tribunals for which they accept Bookings.

**3.8** Intermediaries must be available to support Hearings in all courts and tribunal types where they accept Bookings.

## 4. Welsh Language

### Context

#### 4.1 Welsh Language Scheme requirements

4.1.1 The HMCTS Welsh Language Scheme sets out how, in the conduct of public business and the administration of justice in Wales, the English and Welsh languages will be treated on a basis of equality. More information on the Welsh Language Scheme and the Welsh Language Act 1993 can be found here:

- a. [HMCTS Welsh Language Scheme](#)
- b. [Welsh Language Act 1993 \(legislation.gov.uk\)](#)

### Requirements

- 4.2 Where Services are provided within the jurisdiction of Wales, the Service Provider must facilitate compliance with Laws relating to the use of the Welsh Language including the Welsh Language Measure 2016 and Welsh Language Act 1993.
- 4.3 The end-to-end booking service must facilitate compliance with Laws relating to the use of the Welsh Language including the Welsh Language Measure 2016.

## 5. Service: Booking

### Context

#### 5.1 Process map

5.1.1 Annex 7 includes process maps which illustrate the Booking processes for the following scenarios:

- a. Assessment Bookings where:
  - a. The Legal Representative is the Commissioning Body for Family, Civil and Tribunal cases;
  - b. The Legal Representative is the Commissioning Body for Crime cases;
  - c. HMCTS is the Commissioning Body for all cases.
- b. Hearing Bookings where:
  - a. The Legal Representative is the Commissioning Body for Family, Civil and Tribunal cases;
  - b. The Legal Representative is the Commissioning Body for Crime cases;
  - c. HMCTS is the Commissioning Body for all cases.

#### 5.2 Booking volumes

5.2.1 The Authority does not guarantee volumes of Bookings. Indicative volumes provided are historic and subject to fluctuation, future policy change and budgetary constraints.

#### 5.3 Unfulfilled Bookings

5.3.1 Unfulfilled Bookings will be monitored by the Authority and form part of the Service Review Meetings as set out in Schedule 9 - Governance.

#### 5.4 Commissioning Body

5.4.1 In most cases the Commissioning Body will be the Service User's Legal Representative. In circumstances when the Service User is unrepresented, the Venue where the Service User's Hearing will take place will be the Commissioning Body.

#### 5.5 Funding, Invoicing and Management Information

5.5.1 For Family, Civil and Tribunal cases, CAIS Assessments and support at Hearings are funded by HMCTS by order of a judge or magistrate.

5.5.2 For Crime cases, Legal Representatives can apply to the Legal Aid Agency (LAA) for Prior Authority funding to conduct CAIS Assessments and Hearings. For Very High Costs Cases (VHCCs) managed by the LAA's Criminal Cases Unit, Legal Representatives can apply to their Case Manager for funding. For Assessments and Hearings where LAA funding is not available, HMCTS can fund the Services by order of a judge or magistrate.

**5.5.3** All work carried out for the LAA will be paid in accordance with the rates and limitations in Schedule 5 – Pricing and Payment.

**5.5.4** Services commissioned for CAIS Bookings through Legal Aid Agency (LAA) Prior Authority route will be paid through HMCTS in accordance with Schedule 5 – Pricing and Payment.

**5.5.5** Unless directed by a judge, conferences and support outside of Assessments and Hearings are not funded by HMCTS under the CAIS Framework. In criminal cases, conferences with Legal Representatives are funded by the LAA following Prior Authority or Case Manager approval and will follow the usual LAA payment process.

**5.5.6** Service Providers must submit invoices and Management Information in accordance with Schedule 5 – Pricing and Payment and Schedule 10 – Management Information.

**5.5.7** A template invoice illustrating the fields required to complete a valid invoice can be found in Annex 6.

**5.5.8** The following table summarises funding for Services by Jurisdictional case-type:

	Service Type	Funded By
<b>Crime Cases</b>	Assessments and Hearings	LAA Prior Authority funding or LAA Criminal Cases Unit for Very High Costs Cases (VHCC). If the application for legal aid funding is refused, HMCTS can fund the Assessment by order of a judge.
	Conferences and support outside of Assessments and Hearings.	Not covered under CAIS Framework. Conferences are funded by LAA Prior Authority or LAA Criminal Cases Unit for Very High Costs Cases (VHCC). If the application for legal aid funding is refused, HMCTS can fund by order of a judge.
<b>Family, Civil and Tribunals Cases</b>	Assessments and Hearings	HMCTS by order of a judge.
	Conferences and support outside of Assessments and Hearings.	Not covered under CAIS Framework. HMCTS will only fund by order of a judge.

## Requirements

### 5.6 Resourcing

**5.6.1** The Service Provider is expected to manage their caseload capacity and that of any Staff (where applicable) to make sure they can meet the requirements of accepted Bookings, delivering the standards set out in section 12.

**5.6.2** Where the Service Provider has Staff, they are responsible for ensuring the matching of appropriately skilled Intermediaries against the needs of the Service Users.

### 5.7 Booking information

**5.7.1** The Commissioning Body will contact the Service Provider to commission the Services of an Intermediary. Assessment Booking Forms and Hearing Booking Forms (jointly referred to as “the Booking Forms”) will be sent to the Service Provider in an electronic format set out by the Authority.

**5.7.2** The Service Provider will be required to adopt any necessary changes to the format of the Booking process during the lifetime of the contract.

**5.7.3** For cases where an Intermediary has been commissioned to support more than one Service User, separate Booking Forms will be required for each Service User.

**5.7.4** Service Providers must use the Authority’s Booking Forms as contained in the following annexes or as agreed with the Authority:

- a. Annex 2 – CAIS Assessment Booking Form
- b. Annex 3 – CAIS Hearing Booking Form
- c. Annex 4 – CAIS Booking Change and Cancellation Form.

**5.7.5** The information provided in the Booking Forms must include:

- a. Service Provider’s Reference number
- b. Service User’s Name
- c. Case reference number
- d. Case jurisdiction (Crime, Family, Civil or Tribunal)
- e. Venue name and address
- f. Commissioning Body contact details (name, email address, telephone number).
- g. Representation Order number and Means Assessment Admin Tool (MAAT) reference (for LAA-funded Services only)
- h. Preliminary observations (a note for the Commissioning Body to provide any known details of the Service User’s vulnerabilities) and any previous expert reports/conclusions, if known at the time of commission.
- i. Special requirements as directed by the Authority, e.g. gender specific, criminal record check, CV required.
- j. Service Provider contact details (name, company name, address, email address and telephone number). This can include a generic email address and phone number. The contact should be able to answer queries from Legal Representatives and Venues related to Bookings, Quotations and invoices.
- k. Quotation (included within the form or sent as a separate document attached with the Booking Form).
- l. Expected dates and times the Intermediary is needed (for Hearings)
- m. Estimated total hours of Intermediary attendance required (for Hearings)

- n. The date of requesting the Quotation.

## **5.8 Confirmation of Bookings**

- 5.8.1** The Service Provider must confirm receipt of the Booking Form to the Commissioning Body within one (1) Working Day.
- 5.8.2** If the Service Provider is unable to accept a Booking, they must notify the Commissioning Body immediately, but in any event no later than two (2) Working Days of receipt of the Booking Form.
- 5.8.3** If the Service Provider is accepting a Booking, they must provide the Commissioning Body with a Quotation no later than two (2) Working Days of receipt of the Booking Form.
- 5.8.4** Once the Venue has authorised the Quotation they will electronically sign and send the Booking Form to the Service Provider and Commissioning Body (where it is the Service User's Legal Representative) to formally accept the Booking. Where the Commissioning Body is the HMCTS Venue where the Hearing will take place, they will send the form to the Service Provider only.
- 5.8.5** The completed Booking Form must contain the information listed in section 5.7.5. The name of the Intermediary assigned will be provided if known at the time of completing the Booking Form. If not known at this time, the Service Provider must notify the Venue no later than noon the Working Day before the Hearing is scheduled to start.
- 5.8.6** If the Commissioning Body requests a Cancellation or Curtailment of a Booking, the Service Provider will follow the requirements as set out in Schedule 5 – Pricing and Payment.

## **5.9 Quotation**

- 5.9.1** The Service Provider must submit a Quotation for Services to be provided in accordance with the agreed rates within Schedule 5 – Pricing and Payment.
- 5.9.2** The Authority may source Services via a Commissioning Body. When sourcing Services under the Framework Agreement, the Authority and a Commissioning Body (on behalf of the Authority) shall carry out the process detailed in this Specification.
- 5.9.3** Where the Commissioning Body is not the Authority, for example the Service User's Legal Representative, they will send the Quotation to the relevant Venue to authorise the Quotation and formally accept the Booking.
- 5.9.4** A Call-Off Contract, as defined in the Framework Agreement, is not entered into until the Authority has confirmed its acceptance in writing to the Service Provider that it accepts its Quotation in accordance with Schedule 5 – Pricing and Payment. The Authority shall not pay for any Services where a Quotation has not been approved by it.
- 5.9.5** Where operational demands result in fewer than three (3) Working Days' notice of its requirement for Services ("Short Notice Booking") the Service Provider accepting the Short Notice Booking must confirm receipt, provide a Quotation and confirmation of the Booking as a priority. The Quotation and invoice must document the date and time of receipt of the Booking request.
- 5.9.6** In exceptional circumstances, and within two (2) Working Days of receipt of the Booking Form, the Service Provider may request an extension to submit a Quotation for Services. The reason(s) for the request must be submitted electronically to the Venue where the Hearing will take place. Where approval is granted this must be kept for



governance and assurance purposes.

**5.9.7** The Quotation must include a full breakdown of costs as outlined in Schedule 5 – Pricing and Payment, including, but not limited to:

- a. travel and subsistence
- b. reading and preparation
- c. Intermediary service.

## **5.10 Changes to Bookings**

**5.10.1** In case of a Change or a Cancellation of a Booking, the Commissioning Body will contact the Service Provider. The Service Provider will complete and submit the CAIS Booking Change or Cancellation Form (see Annex 4) to the Commissioning Body and Venue. This form will serve as an audit trail for all parties.

**5.10.2** The format of the Change or Cancellation Form must be developed and agreed with the Authority during the Implementation Period prior to the Services Commencement Date and, as a minimum, must include:

- a. Whether the Change/Cancellation is being made by the Commissioning Body or the Service Provider.
- b. Whether the Change/Cancellation is in relation to an Assessment, Hearing or both.
- c. The original booking reference number.
- d. Case details (including name of Service User, case number and Venue address).
- e. Contact details of the requestor.
- f. Whether the request is for a Change or a Cancellation.
- g. If a Change is requested, details of the Change.
- h. If a Cancellation is requested, reasons for the Cancellation.

**5.10.3** The Service Provider will use the same Intermediary for the Assessment and support during a Hearing. In exceptional circumstances where it cannot be avoided (for example sickness or Hearings which have over-run) the Service Provider will notify the Venue and Commissioning Body as soon as they are made aware and, in any event, no later than noon one (1) Working Day before the Hearing.

**5.10.4** If the assigned Intermediary is unable to attend the Hearing for any other reason, the Service Provider will need to notify the Venue and Commissioning Body as soon as the Service Provider is aware and, in any event, no later than noon one (1) Working Day before the Hearing. Changes will need to be communicated using the CAIS Booking Change/Cancellation Form (Annex 4).

**5.10.5** If a Service Provider has been made aware by the Commissioning Body that the Hearing has been adjourned, Cancelled or Curtailed, they must confirm with the Venue within one (1) Working Day to verify the Change is correct.

## **5.11 Rejections**

5.11.1 Where a Service Provider is unable to fulfil a request for Services, the Assessment Booking Form or Hearing Booking Form (as appropriate), as described in 5.7, will be rejected and returned to the Commissioning Body within two (2) Working Days from the receipt of the Booking Form.

5.11.2 In instances where a Service Provider accepts and agrees to a Booking, but subsequently cannot fulfil their obligation, e.g. overrunning hearings or change in circumstances, they will immediately inform the Commissioning Body.

## 6. Service: Assessment

### Requirements

- 6.1 The Intermediary must carry out an Assessment of the Service User who needs Intermediary support, in line with the requirements of this Specification (“**Assessment**”). This Assessment will be organised in conjunction with the Commissioning Body. They must take place in suitable premises which allow for private and confidential conversations to take place safely and under supervision.
- 6.2 In circumstances where the Intermediary and the Service User are alone during the assessment, this should not be for longer than is necessary.
- 6.3 Suitable premises can include, but are not limited to:
  - a. solicitors’ offices
  - b. local authority offices
  - c. court or tribunal premises (when deemed necessary by the Venue).
- 6.4 Examples of unsuitable premises include, but are not limited to:
  - a. Intermediary’s home
  - b. Service User’s home
  - c. public spaces, e.g. cafés, restaurants.
- 6.5 In circumstances where face-to-face contact between the Intermediary and Service User is not possible, the Commissioning Body may require that the Assessment takes place using remote video-calling technology. In this case, the Service Provider must agree the technology channel with the Commissioning Body and Venue before the Assessment takes place.
- 6.6 This Assessment must take in to account the language and communication capabilities of the Service User and their background. This will determine what support they may need to achieve successful two-way communication so they can participate in the Hearing(s).
- 6.7 A judge will use the recommendations from the Assessment to decide on the type of support that should be provided to the Service User at the Hearing(s).
- 6.8 Following the Assessment, unless otherwise directed by the Venue (for example an urgent short notice Hearing requiring an Assessment on the day), the Intermediary must provide a written Assessment Report detailing their findings from the Assessment to the Venue and to the Commissioning Body in ten (10) Working Days of the Assessment taking place.
- 6.9 Timelines can be shortened in exceptional circumstances or extended following agreement from the Authority. In these instances, delivery expectations will be discussed with the Service Provider and the Venue.
- 6.10 Electronic documents should be provided in PDF format or as directed by the Authority.
- 6.11 The Assessment Report must include the minimum criteria set out below. A template of the Assessment Report including the relevant headings can be found in Annex 5.
  - 6.11.1 Background, instructions and chronology

- a. Details of the Intermediary's qualifications, relevant experience and any accreditation.
- b. The name of the Service User, their date of birth and the date of the Booking, the date or dates on which the Intermediary met the Service User, the location of the Assessment and the channel (face-to-face, video, audio), for the purpose of preparing the Assessment Report.
- c. Who commissioned the report, a summary of the Intermediary's instructions and what the report seeks to address.

#### 6.11.2 Summary

- a. A summary of the conclusions and recommendations.
- b. Details of anyone who has contributed to the report or information leading to the conclusions in the report.
- c. A list of the documents received or inspected by the Intermediary in relation to the Assessment, provision of Intermediary Services and an indication of their content.
- d. A description of the nature and duration of the Assessment.
- e. An explanation of why or why not an Intermediary Service is required using examples taken from the Assessment.
- f. An evaluation of:
  - i. The impact of any condition or conditions which, whether in isolation or together, may adversely affect the Service User's ability to communicate.
  - ii. The extent, if any, to which that impact may be exacerbated by the Hearing.
  - iii. If the Intermediary is not able to reach a definitive evaluation of the Service User, the reasons for this must be stated in the summary.
  - iv. The views of the Service User on receiving the assistance of an Intermediary.

#### 6.11.3 Conclusions and recommendations

- a. Any recommendation, with reasons for:
  - i. The approval or appointment of an Intermediary.
  - ii. The manner and duration of any questioning of the Service User.
  - iii. Arrangements for the way in which the Intermediary, if approved or appointed, should participate.
  - iv. Detailed recommendations to the Legal Representatives and the judge on how best to communicate with the Service User. These should be illustrated with practical examples, tips and strategies, and should be as specific as possible.
  - v. An opinion of the extent to which any measures or arrangements besides the appointment of an Intermediary will facilitate the Service User's

effective participation in proceedings.

- vi. The duration and purpose of any appointment of an Intermediary.
- vii. Other measures or arrangements to help the Service User to participate effectively at the Hearing.

#### 6.11.4 Further points that should be covered in the report include:

- a. The Service User's use of language, especially if idiosyncratic.
- b. Indicators of the Service User becoming confused.
- c. How the Intermediary will indicate if they need to intervene or if there needs to be a break in questioning (e.g. raising a red card).
- d. If any communication aids are to be used.
- e. Advice to the questioner about their mode of delivery, such as tone of voice or indications that they are going to change topic.
- f. Any recommendation for the Intermediary to review questions prior to the Hearing.

#### 6.11.5 Declaration

- a. The Intermediary Declaration should be set out in full to confirm that the Intermediary:
  - i. Understands their duty to the court or tribunal.
  - ii. Will comply with that duty if approved or appointed.
  - iii. The declaration should read:

‘I solemnly, sincerely and truly declare that I will faithfully communicate questions and answers and make true explanations of all matters and things as shall be required of me according to the best of my skill and understanding’.

#### 6.11.6 Annexes

- a. Appendices should be used for relevant reference material that is too detailed for the main body of the report, such as:
  - i. Details about communication aids.
  - ii. Feedback forms.
- b. In some cases, a judge may also request the Intermediary's CV and a description of role.

## 7. Service: Hearing

### Context

#### 7.1 Ground Rules, Directions and Case Management Hearings

**7.1.1** Ground Rules, Directions and Case Management Hearings consider how subsequent Hearings should be conducted. They allow the judge and Legal Representatives to plan any adaptations to questioning and/or the conduct of the Hearing that may be necessary to facilitate communication between the Venue and the Service User.

**7.1.2** The Ground Rules, Directions and Case Management Hearing will use the Assessment Report as the basis for planning how best to enable full participation in proceedings. It will consider the following in the context of the Intermediary's Assessment Report:

- a. How those involved should alter their communication and questioning to enable the Service User to understand and to participate effectively.
- b. How and when the Intermediary should intervene if there is a communication issue.
- c. What safeguards need to be built into proceedings to ensure that agreed strategies are working.
- d. How to introduce and use communication aids.
- e. Strategies to keep the Service User calm and engaged.
- f. Any breaks required by the Service User.
- g. The role of the Intermediary.
- h. Any relevant materials from The Advocates Gateway.
- i. When the Service User will practice with the video link (if used).
- j. When the judge and Legal Representatives will meet the Service User.

#### 7.2 Remote hearings

**7.2.1** The decision to hold a Hearing remotely could be for several reasons and is made by a judge. The Venue will contact the Service Provider if this is happening and will confirm what platform will be used. 7.10.2 confirms that the Service Provider must have the capability to connect to MoJ digital platforms.

### Requirements

#### 7.3 Intermediary support not recommended

**7.3.1** If, following the Assessment, the Intermediary recommends that support is not required, this must be evidenced and recorded in the Assessment Report in line with Section 6.

## **7.4 Intermediary support recommended**

**7.4.1** If the Intermediary recommends the Service User needs Intermediary support at a Hearing, this must be evidenced and recorded in the Assessment Report in line with Section 6.

## **7.5 Intermediary support at Ground Rules, Directions and Case Management hearings**

**7.5.1** If an Intermediary is Booked to attend a Hearing, they must also attend any supporting Ground Rules, Directions, Case Management and other preliminary Hearings as directed by the judge. The Booking process outlined in section 5 will be followed.

**7.5.2** The Intermediary must be prepared to communicate the findings of the Assessment Report to the court or tribunal, and to advise and inform discussion of the points in 7.1.2.

**7.5.3** The Service User's attendance at Ground Rules, Directions and Case Management Hearings will be directed by the judge. There may be occasions when the Service User is not required to attend these Hearings. In these instances, the Intermediary will need to attend and support the court or tribunal to prepare the main Hearing.

## **7.6 Intermediary support at further hearings**

**7.6.1** Intermediaries must attend any Hearings as instructed by a judge. The Intermediary will ensure good two-way communication between the Service User and the court or tribunal throughout a Hearing.

**7.6.2** As directed by a judge, an Intermediary may attend for the whole Hearing, part of a Hearing, or for evidence giving only.

**7.6.3** The Intermediary must attend the Venue before the Hearing start time if ordered to do so by the judge. This will be reflected on the Booking Form.

**7.6.4** The Intermediary is expected to undertake any necessary reading and preparation related to the case.

## **7.7 Intermediary support outside of a hearing**

**7.7.1** On the day of the Hearing, Intermediary Services may be provided for conferences, but only when directed by a judge and if relevant to matters for the Hearing.

**7.7.2** In criminal cases, Intermediary Services during pre-arranged conferences between Legal Representatives and the Service User will need Prior Authority from the LAA. Further information is outlined in section 5.5.

**7.7.3** The Intermediary and the Service User should not be left alone for longer than necessary in these circumstances

## **7.8 Working alongside other organisations that provide Intermediaries**

**7.8.1** Service Providers are expected to work with other Service Providers as instructed by the court or tribunal to support the administration of justice.

**7.8.2** In exceptional circumstances one Service Provider may need to provide the Assessment, and another provide Intermediary Services at a Hearing. In these instances, Service Providers will cooperate to provide a handover of the Assessment Report following the minimum requirements outlined below:

- a. Handover of the Assessment Report so that the new Service Provider continuing the case is fully informed and understands the rationale for the Assessment findings.
- b. The previous Service Provider must provide the incoming Service Provider with all documents related to the case at the earliest opportunity and, in any event, within no less than five (5) Working Days before the Intermediary is required at the Hearing, unless the Hearing is sooner.
- c. There must be at least one meeting between the two Intermediaries to review the Assessment and its findings. Both parties are responsible for ensuring that the incoming Service Provider is left with a full understanding to enable them to provide effective support to the Service User.
- d. The outgoing Service Provider shall be responsible for documenting this process to ensure an auditable record of handovers is being processed correctly.
- e. The CAIS Change and Cancellation Form should be completed to notify the Venue and Commissioning Body of the Change.

**7.8.3** The outgoing Service Provider will not be able to claim this handover time and the new Service Provider can charge this handover time as part of the case preparation time allowance. Further information is included in Schedule 5 - Pricing and Payment.

## **7.9 Working In conjunction with interpreters**

**7.9.1** Service Providers are required to work with interpreters arranged by the Authority or Commissioning Body as instructed (see 2.7).

## **7.10 Remote working**

**7.10.1** Service Providers must be able to provide Services for:

- a. Remote Assessments
- b. Telephone Hearings
- c. Video Hearings
- d. Hybrid Hearings (where there is a mix of people attending in person and remotely).

**7.10.2** Service Providers must ensure their electronic equipment and systems are able to connect to the digital technologies used by the Authority. Currently, this is Microsoft Teams, Cloud Video Platform (CVP) and HMCTS Video Hearings Service. Costs incurred by the Service Provider to attend remote hearings are not chargeable.

**7.10.3** Service Providers must ensure all electronic devices comply with HMCTS's Bring Your Own Device (BYOD) Policy (see Annex 8) and the requirements of the Contract, including Schedule 11 - Data Protection and Information Assurance.

**7.10.4** The Service Provider must comply and keep their processes up to date with Authority published guidance on Remote Hearings.

- a. Information and guidance on Remote Hearings, including details of the applications mentioned above, can be found by accessing the following link:



<https://www.gov.uk/guidance/what-to-expect-when-joining-a-telephone-or-video-hearing>

**7.10.5** Service Providers must be prepared to adapt to changes in digital technologies and platforms used by the Authority during the lifetime of the Contract.

**7.10.6** The Service Provider must be prepared to work with the Authority to evaluate remote Intermediary Services and make plans for improving remote working.

## 8. Handling of information

### Context

#### 8.1 Relevant links

8.1.1 The Data Protection Act 2018:

<https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>

8.1.2 Cyber Essentials - Provides a set of basic technical controls to help organisations protect themselves against common online security threats.

<https://www.ncsc.gov.uk/cyberessentials/overview>

### Requirements

#### 8.2 Management Information

8.2.1 The Service Provider is responsible for providing a range of timely and accurate management information at local, regional and national levels as described in Schedule 10 – Management Information.

#### 8.3 Ad-hoc urgent requests

8.3.1 The Service Provider must respond to all ad hoc and urgent information requests in relation to Freedom of Information requests, Ministerial Questions and Parliamentary Questions within two (2) Working Days of receipt of the request, unless directed otherwise by The Authority.

#### 8.4 Data Protection, Information Assurance, IT and Cyber Security

8.4.1 Further details on the Service Provider's requirements for handling information is outlined in Schedule 11 – Data Protection and Information Assurance.

#### 8.5 Device Policy

8.5.1 The Service Provider and any Staff used by the Service Provider must use computers and electronic devices that comply with HMCTS's Bring Your Own Device (BYOD) policy (see Annex 8) and the requirements of the contract.

8.5.2 If a Service Provider uses personal devices to undertake work for the Authority, then it is the Service Provider's responsibility to:

- a. Ensure that all systems handling HMCTS data have up-to-date anti-virus software and security patches;
- b. Securely dispose, in line with HMCTS policies, of any data held on your personal device which is no longer required;
- c. Address any computer support and maintenance issues on a regular basis;
- d. Ensure that the Authority is not brought into disrepute by failing to meet any legal requirements;
- e. Prevent unauthorised access to official information from other members of the household and guard against accidental access by visitors by keeping it secure in a safe place, and out of sight;

- f. Unless access to the working area can be strictly controlled then the equivalent of a clear desk and clear screen policy must be exercised when you leave the room; and
- g. Report any loss of data to the Authority as soon as the loss is discovered.

## 9. Security clearance and vetting

### Requirements

#### 9.1 Baseline Personnel Security Standard, Disclosure and Barring Service checks

9.1.1 Service Providers are required to satisfy the relevant level of (Disclosure and Barring Service) DBS check in line with legislation set out in the Rehabilitation of Offenders Act 1974.

9.1.2 The Authority may change the required level of security clearance during the lifetime of the Contract. The Service Provider must ensure adherence to any changes within agreed timescales. Any costs incurred will not be chargeable to the Authority.

9.1.3 The Service Provider will ensure all its personnel shall be security cleared to BPSS (Baseline Personnel Security Standard) as a minimum.

#### 9.2 Personnel security requirements

9.2.1 The name of the Intermediary must be provided to the Venue and the Commissioning Body in advance of the Hearing no later than noon one (1) Working Day before the Hearing is scheduled to start.

9.2.2 Minimum identification (ID) requirements upon attending a Booking as an Intermediary are for a clear official photographic ID, which can include but is not limited to:

- a. UK Driver's licence
- b. Passport
- c. An employee identity card from the Service Provider that evidences the name of the intermediary. The ID will have the name of the Service Provider on it. This ID will be checked by security staff when the Intermediary enters the Venue.

#### 9.3 Attending HMCTS Venues

9.3.1 When attending HMCTS Venues, the Intermediary must declare themselves to a member of HMCTS staff as follows:

- a. For an Assessment, the Intermediary must declare themselves to the Venue staff on arrival.
- b. For a Hearing, the Intermediary must present Photo ID to Venue staff who will present them to the Clerk or relevant member of staff for the Hearing. The member of staff will record their attendance. This attendance record is vital so that the Authority can confirm invoices.

#### 9.4 Fitness to practise

9.4.1 Intermediaries who have been removed from the MoJ Witness Intermediary Scheme's (WIS) register as a result of an upheld Complaint or fitness to practice concern are not allowed to practise as a Court Appointed Intermediary.

9.4.2 In instances where an Intermediary is not allowed to practise as a Court Appointed Intermediary but has outstanding accepted Booking(s), the Service Provider will immediately inform the Commissioning Body and the Authority.

**9.4.3** The Service Provider is responsible for ensuring that they, and any Staff, are fit to practise. For Service Providers with Staff, they must have processes in place for their Intermediaries to notify them if they have been removed from the WIS register.

**9.4.4** Once the Service Provider becomes aware that they, or any Staff, has been removed from the WIS register, they must notify the Authority within one (1) Working Day.

## 10. Service: Customer service, complaints and feedback

### Context

#### 10.1 Quality Assurance Board

10.1.1 For Complaints that require expert input, the Authority will refer cases as required to the Witness Intermediary Scheme's Quality Assurance Board (QAB) for final resolution.

#### 10.2 Suspended and barred intermediaries

10.2.1 The Authority will hold and maintain a list of suspended and barred Intermediaries which will be shared with the Witness Intermediary Scheme.

### Requirements

#### 10.3 Customer Service Requirement

10.3.1 All customer service queries, Complaints and feedback should be acknowledged within at least one (1) Working Day.

10.3.2 The Service Provider will respond to Complaints as soon as possible and within ten (10) Working Days as described in 10.5.3.

10.3.3 The Service Provider must record all customer service queries, Complaints and feedback as outlined in Schedule 10 - Management Information.

#### 10.4 Complaints Procedures

10.4.1 The Service Providers shall maintain excellent levels of customer service to the Service Users, Commissioning Bodies and Venues throughout the duration of the Contract, responding promptly to queries and Complaints and putting right mistakes as soon as possible.

10.4.2 The Service Provider is required to receive, log and remedy feedback and Complaints from Service Users, the judiciary, Commissioning Bodies and the Authority, through several different channels including:

- a. Telephone
- b. Email
- c. Letter
- d. Online through a web portal or form.

10.4.3 The Service Provider will:

- a. Have an effective policy and procedure in place for dealing with customer dissatisfaction which will be approved by the Authority.
- b. Advertise their Complaints policy on their website and signpost to it on all correspondence as appropriate.

- c. Ensure all Complaints are managed centrally and dealt with fairly, confidentially and impartially.
- d. Ensure that all cases requiring escalation are referred to the Authority via HMCTS Contracted Services Division.
- e. Ensure that the Complaints process allows for the identification and tracking of Complaints from reporting to resolution. Details of such Complaints and proposed and/or completed corrective action will be reviewed at Checkpoint Meetings with the Authority.
- f. Learn lessons and make changes to their service as appropriate.

## **10.5 Complaints Procedure**

**10.5.1** Complaints should be acknowledged and responded to by email or letter within the required timescales in 10.3.

**10.5.2** In accordance with the Schedule 10 - Management Information, reports must be provided to the Authority on Complaints, investigations and outcomes for review at Service Review Meetings or as requested.

**10.5.3** Following an initial investigation, and within ten (10) Working Days, the Service Provider will determine if:

- a. The Complaint needs further investigation; or
- b. The Complaint can be resolved; or
- c. The Complaint does not fall within the remit of the Service Provider.

**10.5.4** The Service Provider's response will:

- a. Provide a resolution to the Complaint; or
- b. Inform the complainant if further investigation is required, and how long it is expected to take; or
- c. Inform the complainant that the Complaint will not be taken any further and provide details of how to appeal this decision.

**10.5.5** A Complaint is resolved and can be formally closed when the complainant is satisfied with the outcome of the Service Provider's response or if an Appeal is not lodged within (10) Working days of receipt of the outcome.

**10.5.6** If a complainant is not satisfied with the response, the Service Provider will follow the escalation procedure in 10.9.

## **10.6 Investigation**

**10.6.1** The investigation will seek to establish the views of the parties and gather any other relevant information to fully investigate the Complaint.

**10.6.2** The Service Provider will send an interim response when they are not able to investigate in the timeframe outlined in 10.3, giving reasons for the delay and the likely timeframe for resolution. The Service Provider will be required to report this information to the Authority.

**10.6.3** The investigation will produce a report that provides a recommendation as to whether the Complaint should be upheld wholly, partially or not at all. The Service Provider will outline what action, if any, is required to address identified issues.

**10.6.4** The outcome of any investigation must be given to the complainant in ten (10) Working Days, giving appropriate details of appeal/escalation routes available.

**10.6.5** The Service Provider must consider where appropriate the fitness to practise and immediate safety implications of the Complaint and decide whether:

- a. The Intermediary can continue working; or
- b. The Intermediary can continue with existing cases but may not take new ones; or
- c. The Intermediary must be suspended from work.

**10.6.6** Where there are safeguarding risks or fitness to practise implications, the Service Provider must provide an immediate response to the complainant and notify the Service User's legal representatives and the Authority immediately.

**10.6.7** In the case of ASPs who are self-employed individuals with no Staff, sections 10.6.5 and 10.6.6 will not apply. Complaints of this nature will be sent to the Authority to consider.

## **10.7 Upheld complaints**

**10.7.1** The Service Provider must take appropriate action and/or make appropriate changes to their policy and procedures where needed. The Service Provider must respond to the complainant with a full account of decisions and any corrective actions where applicable.

**10.7.2** The Service Provider must log, review and implement where relevant any:

- a. lessons learned
- b. recommendations
- c. findings.

## **10.8 Not upheld complaints**

**10.8.1** If the Complaint is not upheld the Service Provider must provide full reasons why to the complainant and the Authority as outlined in the Schedule 10 - Management Information.

## **10.9 Escalating the complaint**

**10.9.1** If the Complaint cannot be resolved in the first instance, the Service Provider will refer the complaint to the Authority for investigation/resolution.

**10.9.2** As described in 10.1 the Authority may refer cases as required to the Witness Intermediary Scheme's Quality Assurance Board (QAB) for investigation/resolution.

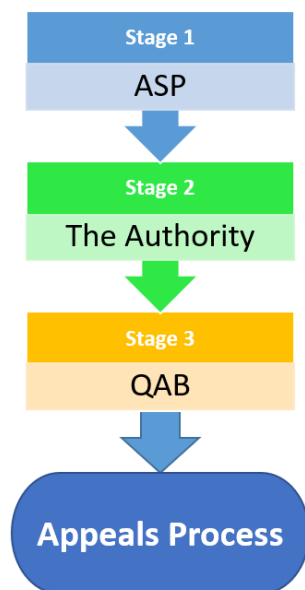
**10.9.3** If the complainant or the Service Provider is not satisfied with the response from The Authority, they are able to Appeal within ten (10) Days of receiving the outcome of the Complaint.

**10.9.4** The Service Provider must have an effective Appeals process in place.



10.9.5 In the case of ASPs who are self-employed individuals with no Staff, section 10.9.4 will not apply and Appeals will be sent to the Authority for investigation/resolution.

10.9.6 The following diagram demonstrates the escalation stages of the Complaint:



#### 10.10 Suspended and barred intermediaries

10.10.1 If there is a Complaint about conduct or quality of service, Service Providers must decide if it is appropriate to suspend Intermediaries from undertaking Bookings pending the outcome of the investigation. Service Providers must clearly document the rationale for this decision.

10.10.2 If the Complaint is upheld the Service Provider will decide if the Intermediary is to be sanctioned, suspended or barred from undertaking CAIS Bookings.

10.10.3 The rationale for decisions and appropriate steps taken by the Service Provider must be clearly documented and notified to the Authority.

10.10.4 The Authority reserves the right to override any decision made by the Service Provider and to suspend and bar Intermediaries from undertaking CAIS Bookings.

10.10.5 In the case of ASPs that are self-employed individuals with no Staff, the Framework Agreement and any Call-Off Contracts in existence at the time may be terminated as directed by The Authority.

## 11. Minimum qualifications and training

### Requirement

11.1 The Authority requires that Intermediaries meet one of the following criteria to be considered as an Approved Service Provider (ASP). They must either:

- a. meet the minimum qualification and experience requirements set by the Authority as described in section 11.2; or
- b. be approved by the Authority by completing a Competency-based Assessment as described in 11.3.

#### 11.2 Minimum qualifications and experience

11.2.1 ASPs must have at least an undergraduate degree in one of the following:

- a. Speech and language therapy
- b. Education/PGCE
- c. Psychology
- d. Psychiatry
- e. Nursing
- f. Social work
- g. Occupational therapist
- h. Professional advocacy

11.2.2 In addition to the above, the Intermediary will meet the following experiential requirements. They must have:

- a. Worked in a court setting (minimum of two years in the relevant jurisdiction for which they will accept work) **and**
  - i. worked and communicated with vulnerable groups to facilitate communication, **or**
  - ii. two years or 50 hours experience (in the relevant jurisdiction for which they will accept work) as a CAI or Registered Intermediary (RI).

#### 11.3 Competency-based assessment process

11.3.1 If an Intermediary does not hold, or cannot evidence, the minimum qualifications and experience identified in section 11.2, they can apply to become a Court Appointed Intermediary under the ASP Framework via the Authority's Contracted Services Division.

11.3.2 The application will take the form of a Competency-based Assessment which includes but is not limited to assessing and facilitating communication. These competencies are assessed through an application process by the Authority supported by a member of the Quality Assurance Board (QAB).

11.3.3 The Authority and QAB will evaluate the applicant's experiential suitability to work under the ASP Framework.

#### **11.4 Jurisdictional development**

- 11.5** The Service Provider must ensure they, and any Intermediary Staff, are able to effectively meet the jurisdictional requirements of the relevant venue as outlined in section 3.
- 11.6** The Service Provider will ensure development plans for themselves and any Intermediary Staff are established and reviewed periodically. This could be developed through complementary academic or professional qualifications, professional experience, and/or Intermediary-specific training and continuing professional development (CPD).

## 12. Quality assurance

### Context

#### 12.1 Breaches of the Code of Ethics and Code of Practice

12.1.1 Following a breach under the Code of Ethics and Code of Practice, the Authority retains the right to exclude Intermediaries from working under the CAIS Framework at their discretion. This exclusion may apply to an individual Booking, a specific jurisdiction or to the entire Framework Agreement.

#### 12.2 Poor performance

12.2.1 The Authority reserves the right to require that Service Providers do not deploy an Intermediary with poor performance records, and the Service Provider shall ensure that the Intermediary is not used for further Bookings.

### Requirement

#### 12.3 Code of Ethics

12.3.1 Service Providers and Intermediaries must always uphold the following Code of Ethics:

- a. Professionalism – Service Providers and Intermediaries shall conduct themselves with a high degree of professionalism in all circumstances. At all times act with integrity, maintain high standards and conduct themselves in an ethical and professional manner. They must:
  - i. Disclose to the Authority any allegations of an Intermediary's misconduct or departure from this Code of Ethics and Code of Practice.
  - ii. Disclose to the Authority an Intermediary's criminal record or other information which may make them unsuitable for bookings. At the discretion of the Authority, individuals with a criminal record may be precluded from receiving Bookings.
  - iii. Immediately notify the Commissioning Body and Authority of any prior relationship with any party to proceedings in a Booking.
  - iv. Not accept any gift or reward that could be construed as an incentive to act against their professional obligations.
- b. Propriety - Intermediaries must not use information or knowledge gained through the course of their work to benefit themselves or their associates.
- c. Respect - Intermediaries shall:
  - i. Demonstrate respect for all those that they encounter during their professional duties and will respect the practices of other professions.
  - ii. Not discriminate between parties (to their advantage or disadvantage) either directly or indirectly
  - iii. Act impartially at all times.
  - iv. Not act in any way that might result in prejudice or preference on grounds of religion, belief, race, politics, gender, gender reassignment, age,

sexual orientation or disability other than as obliged to in order to faithfully translate, interpret or otherwise transfer meaning.

- d. Resilience - Intermediaries will seek to overcome any unforeseen difficulties.
- e. Impartiality - Intermediaries will:
  - i. Remain strictly impartial and uphold their duty to the justice system.
  - ii. Carry out Bookings impartially and disclose any personal interest, such as financial or business related, in order that the Authority can assess if this constitutes a potential conflict of interest. If the Authority considers the conflict to be unacceptable the Intermediary shall be asked to withdraw from the booking;
- f. Confidentiality - Intermediaries shall strictly uphold confidentiality requirements:
  - i. Treat all material provided during a Booking as confidential and, unless disclosure is required by law, ensure no information is communicated to any third party without approval;
  - ii. Ensure that material is used only for the purpose of conducting the Services required under the Framework Agreement;
  - iii. Ensure that all material is returned to the Commissioning Body and/or Authority at the conclusion of a Booking;
  - iv. Comply with all relevant Data Protection Legislation;
  - v. Not use any of the information obtained during a Booking for any purpose other than that as authorised; and
  - vi. Ensure all data and documents are handled and processed securely as described in section 8 and Schedule 11- Data Protection and Information Assurance.

## 12.4 Code of Practice

**12.4.1** All Service Providers and Intermediaries should adhere to the following Code of Practice:

- a. Intermediaries should only accept instructions in which they have the relevant expertise.
- b. The primary responsibility of the Intermediary is to enable complete, coherent and accurate communication to take place between the Service User and the court or tribunal.
- c. The Intermediary should identify the sources of information required in order to gain a clear understanding of the needs of the Service User.
- d. The Intermediary must comply with all obligations under data protection law and any relevant policies and procedures.
- e. The Intermediary will be thorough in assessing a Service User's needs, including using background information and meetings with relatives, carers and professionals involved to give as complete an account as possible.
- f. The Intermediary should not enter into discussion, give advice, or express

opinions concerning any aspect of the case including the evidence that the Service User is to present.

- g. Intermediaries should keep the Authority informed of any difficulties, including recording and communicating any dissatisfaction expressed by the Service User with either the Intermediary or the procedure.
- h. The Intermediary should explain their role to the Service User and ensure that the Service User is satisfied with participating in the Assessment and consent obtained.
- i. The Intermediary should not change the content or attempt to improve or elaborate on what is said by the Service User in a court or tribunal hearing. Any actions that may improve understanding without changing meaning must be taken only with the explicit consent of the court or tribunal.
- j. The Intermediary should only intervene in a court or tribunal hearing if it is necessary to draw attention to the Service User. For example, if they are distressed, require a break, unable to understand proceedings, need to answer a question or express non-verbal communication.
- k. The Intermediary must disclose to the court or tribunal any difficulties encountered, such as limitations in their professional experience and training, and seek the court or tribunal's guidance about action that may be taken to achieve best evidence.
- l. Judgment of the court and tribunal must always be respected.
- m. At all times the Intermediary's duty to the court and tribunal remains paramount and they must respect obligations relating to disclosure between all parties concerned in the case.
- n. Service Providers must notify the Authority immediately of any criminal investigation or proceedings against them or their Staff, or any other Complaint or investigation into their conduct or competence.
- o. The Intermediary must not do anything which may bring the Authority into disrepute.
- p. In accepting a Booking, the Service Provider is obliged to ensure that an appropriately qualified Intermediary undertakes the Booking. If, at a later stage, an Intermediary identifies they can't meet these requirements, they must return the Booking or take such steps necessary to meet the requisite standard.

## 12.5 Declaration

**12.5.1** At the Hearing, the Intermediary must agree to take the Intermediary Declaration. The court or tribunal will make the Intermediary aware of the legal consequences of perjury and contempt. The Intermediary can choose to make this declaration as either an oath or affirmation, both are equal in legal terms.

**12.5.2** The Intermediary's oath is:

*'I solemnly, sincerely and truly declare [or I swear by Almighty God] that I will well and faithfully communicate questions and answers and make true explanation of all matters and*

*things as shall be required of me according to the best of my skill and understanding.'*

**12.5.3** The Intermediary's affirmation is:

*'I solemnly, sincerely and truly declare and affirm that I will well and faithfully communicate questions and answers and make true explanation of all matters and things as shall be required of me according to the best of my skill and understanding.'*

## **12.6 Breaches of the Code of Ethics and Code of Practice**

**12.6.1** Service Providers must report any breaches of the Code of Ethics and Code of Practice to the Authority's Contracted Services Division within one (1) Working Day.

**12.6.2** Service Providers must investigate and respond effectively to all breaches. Details of which must be shared with the Authority and discussed at Checkpoint meetings.

## **12.7 Safeguarding**

**12.7.1** Service Providers are required to produce and maintain a safeguarding policy and ensure all those involved in the delivery of the Services are aware of, and comply with, that policy.

**12.7.2** The Service Provider's safeguarding policy should, as a minimum, comply with HMCTS's Safeguarding Policy guidance. See Annex 7.

**12.7.3** There may be occasions when an Intermediary is required to share concerns about a person because they believe that the person may be at risk of harm. If an Intermediary believes that a child or vulnerable adult is at risk of harm, then they must act in line with HMCTS's guidance and the relevant statutes, including:

- a. Children Act 1989
- b. Children Act 2004
- c. Adoption and Children Act 2002
- d. General Data Protection Regulation
- e. Data Protection Act 2018
- f. 'Working together to safeguard children', guidance. Department for Education, July 2018.
- g. 'Information sharing: advice for practitioners providing safeguarding services to children, young people, parents and carers', guidance (2018).
- h. Care Act 2014
- i. Mental Capacity Act 2005
- j. Modern Day Slavery Act 2015.

**12.7.4** The Intermediary should keep a clear digital record of any actions and their reasons for them. Information subsequently provided by the agency/agencies alerted should also be recorded and shared with the Authority if requested.

## **12.8 Conflict of interest**

**12.8.1** Intermediaries must carry out Bookings in an impartial manner and disclose any personal interest, such as financial or business, in order that the Authority or Commissioning Body can assess if this constitutes a potential conflict of interest as soon as they become aware of it.

**12.8.2** If the Authority or Commissioning Body considers the conflict to be unacceptable the Intermediary shall be asked to withdraw from the Booking. All instances of conflicts of interest will be recorded and monitored by the Service Provider and shared with the Authority. This will form part of Service Review Meetings that will be undertaken periodically by the Authority as described in Schedule 9 - Governance.

## **12.9 Performance management of personnel**

**12.9.1** The Service Provider shall have in place and operate a procedure to address poor performance issues for Intermediaries, including but not limited to:

- a. Failure to deliver the level of service required.
- b. Inappropriate behaviour.
- c. Failure to adhere to the Code of Ethics and Practice.



## 13. Equality, diversity and inclusion commitment

### Requirement

- 13.1 The Service Provider shall comply with the Equality Act 2010 and all applicable amendments, regulations and codes of practice or any future or other legislation which concerns discrimination in employment and service delivery (the Equalities Provisions).
- 13.2 The Service Provider shall take all reasonable steps to ensure the observance of the Equalities Provisions by their Staff and Intermediaries working on the Contract.
- 13.3 The Service Provider shall provide such information as the Authority may reasonably require for the purpose of assessing the Service Provider's compliance with the Equality Act.
- 13.4 The Service Provider shall notify the Authority immediately in writing upon becoming aware of any investigation or legal proceedings brought against the Service Provider, Intermediaries and/or its Staff under the Equalities Provisions.
- 13.5 In the event of any finding of unlawful discrimination being made against the Service Provider, Intermediaries and/or its Staff under the Equalities Provisions, whether such event happened before the Framework Agreement Commencement Date or during the Framework Term, the Service Provider shall immediately inform the Authority of this finding. The Service Provider shall (but, in the event of an Appeal, only after the final and unsuccessful outcome of the appellate process) take appropriate steps to the reasonable satisfaction of the Authority to prevent repetition of the unlawful discrimination.
- 13.6 In line with clause 23 of the Framework Agreement, in the event of repeated findings of unlawful discrimination against the Service Provider during the Framework Term (whether arising from the same or different acts or omissions, and regardless of any steps) the Authority shall without prejudice to its other rights and remedies be entitled to terminate the Framework Agreement and any Call-Off Contracts by serving notice in writing on the Service Provider with effect from the date specified in that notice.
- 13.7 If requested to do so by the Authority, the Service Provider must, at its own expense, fully co-operate with any investigation, legal proceedings, ombudsman inquiries or arbitration in which the authority may become involved arising from any breach of under the Equalities Provisions due to the alleged acts or omissions of the Service Provider, Intermediary and/or its Staff.

## 14. Social Value

### Requirement

14.1 The Service Provider shall collaborate with the Authority to achieve social value outcomes and benefits in line with the Public Services (Social Value) Act 2012 which address economic, environmental and social value:

14.1.1 Social: Examples may include community engagement projects, volunteering opportunities, supporting social groups, and inclusion and wellbeing of staff and sub-contractors.

14.1.2 Economic: Examples may include support for employment, apprenticeships and training and skills initiatives for staff and Intermediaries. Additionally, these opportunities may relate to the justice sector such as apprenticeships, employment or skills, training and development initiatives for ex-offenders.

14.1.3 Environmental: Examples may include energy saving schemes, carbon footprint/emissions schemes, use of environmentally friendly products and management of waste.

## **15. Annex 1 – Vulnerability Categories**

**15.1.1** The following list provides some examples of what may constitute a vulnerable Service User. The Commissioning Body may refer to this list to set out any vulnerability that has already been identified at the time of the booking to assist the Service Provider in providing a suitable intermediary. It is not exhaustive and may be adapted throughout the lifetime of the contract:

### **15.2 Learning Disability**

- a. Attention deficit hyperactivity disorder (ADHD)
- b. Autistic spectrum disorder (including Asperger's Syndrome)
- c. Dysarthria / Dyspraxia (unclear speech)
- d. Language delay / disorder
- e. Mild / moderate learning disabilities
- f. Selective / elective mutism disorder
- g. Severe learning disabilities

### **15.3 Mental Health**

- a. Anxiety
- b. Bi-polar affective disorder
- c. Dementia
- d. Depression
- e. Mental Health Issues
- f. Obsessive Compulsive Disorder
- g. Personality disorder
- h. Schizophrenia

### **15.4 Physical Disability**

- a. Brain or Head injury (including stroke)
- b. Cerebral Palsy
- c. Deafness / hearing impairment
- d. Dementia (including Alzheimer's disease)
- e. Dysarthria/Dyspraxia (unclear speech)
- f. Fluency (stammering/stuttering)

- g. Neurological and progressive disorders (including motor neurone disease and Parkinson's disease)
- h. Voice Disorders (including laryngectomy & tracheotomy)

## Annex 2 – Assessment Booking Form



HM Courts &  
Tribunals Service

# Court Appointed Intermediary Service Assessment Booking Form

This booking form is used for:

- **A Commissioning Body** to request the services of a Court Appointed Intermediary (CAI) to carry out an initial assessment of a Service User.
- **A CAIS Service Provider** to include an assessment booking reference number, to confirm or reject the booking and to provide a quotation.
- **HMCTS Venues** to approve or reject the Service Provider's quotation.

For help completing the form, please refer to the relevant supporting Court Appointed Intermediary Service (CAIS) guidance:

CAIS Commissioning  
Body Guidance

CAIS Service  
Provider Guidance

CAIS HMCTS Staff  
Guidance

### Assessment booking reference number

Click or tap here to enter text.

### Name of attending intermediary

*To be provided no later than midday the working day before the assessment.*

Click or tap here to enter text.

## A. Commissioning Body to complete

### 1. Case details

Service User's name	Click or tap here to enter text.
HMCTS case number	Click or tap here to enter text.
Jurisdiction	Click or tap here to enter text.
Court/Tribunal name and address	Click or tap here to enter text.
Click or tap here to enter text.	
Court/Tribunal email address	Click or tap here to enter text.

### 2. Commissioning Body details

Your full name	Click or tap here to enter text.
Role	Click or tap here to enter text.
Email address	Click or tap here to enter text.
Telephone number	Click or tap here to enter text.

### 3. For LAA-funded assessments

Proceed to 4 if the assessment is not being funded by the Legal Aid Agency (LAA)

Representation Order number	Click or tap here to enter text.
MAAT reference number	Click or tap here to enter text.

### 4. Preliminary observations

Provide details of the Service User's vulnerabilities if known.

Learning Disability			
Attention deficit hyperactivity disorder (ADHD)	<input type="checkbox"/>	Mild / moderate learning disabilities	<input type="checkbox"/>
Autistic spectrum disorder (including Asperger's Syndrome),	<input type="checkbox"/>	Selective / elective mutism disorder	<input type="checkbox"/>
Dysarthria / Dyspraxia (unclear speech)	<input type="checkbox"/>	Severe learning disabilities.	<input type="checkbox"/>
Language delay / disorder	<input type="checkbox"/>	Other	<input type="checkbox"/>
If other, please specify	Click or tap here to enter text.		

Mental Health			
Anxiety	<input type="checkbox"/>	Mental Health Issues	<input type="checkbox"/>
Bi-polar affective disorder	<input type="checkbox"/>	Obsessive Compulsive Disorder	<input type="checkbox"/>
Dementia	<input type="checkbox"/>	Personality disorder	<input type="checkbox"/>
Depression	<input type="checkbox"/>	Schizophrenia	<input type="checkbox"/>
Other	<input type="checkbox"/>		
If other, please specify	Click or tap here to enter text.		

Physical Disability			
Brain or Head injury (including stroke)	<input type="checkbox"/>	Dysarthria/Dyspraxia (unclear speech)	<input type="checkbox"/>
Cerebral Palsy	<input type="checkbox"/>	Fluency (stammering/stuttering)	<input type="checkbox"/>
Deafness / hearing impairment	<input type="checkbox"/>	Neurological and progressive disorders (including motor neurone disease and Parkinson's disease),	<input type="checkbox"/>
Dementia (including Alzheimer's disease)	<input type="checkbox"/>	Voice Disorders (including laryngectomy & tracheotomy)	<input type="checkbox"/>
Other	<input type="checkbox"/>		
If other, please specify	Click or tap here to enter text.		

## 5. Special requirements for the assessment

Provide details of any known special requirements. <i>E.g. Specific gender request, inability to travel, interpreter needed etc</i>
Click or tap here to enter text.

## 6. Submit

<b>Next steps</b> <ul style="list-style-type: none"> <li>• Save the form and email as an attachment to the Service Provider.</li> <li>• If previous intermediary or psychological assessments have been conducted, attach any relevant documentation to the email.</li> </ul>
---

## B. Service Provider to complete

*Include an assessment booking reference number in the booking reference field at the top of the form.*

### 1. Booking confirmation

Are you able to fulfil this booking?	<input type="checkbox"/> <b>Yes</b> Go to 3	<input type="checkbox"/> <b>No</b> Go to 2
--------------------------------------	---	--

### 2. Reason for rejection

If you are rejecting the booking, please provide an explanation and return to the Commissioning Body.

Click or tap here to enter text.

### 3. Contact details

*Contact name, email address and telephone number can be an individual or team details.*

Your name	Click or tap here to enter text.
Company name	Click or tap here to enter text.
Company address	Click or tap here to enter text.
Click or tap here to enter text.	
Email address	Click or tap here to enter text.
Telephone number	Click or tap here to enter text.

### 4. Quotation

*To be completed below or attached with the booking form.*

Is the quotation attached separately?	<input type="checkbox"/> <b>Yes</b> Go to 5	<input type="checkbox"/> <b>No</b> Complete the table below
---------------------------------------	---	---

Description	Qty (Est no. of hours)	Unit Price	Total
Reading and preparation	Enter text.	Enter text.	Enter text.
Assessment service	Enter text.	Enter text.	Enter text.
Report Writing	Enter text.	Enter text.	Enter text.



Travel and subsistence	Enter text.	Enter text.	Enter text.
Other costs Click or tap here to enter description.	Enter text.	Enter text.	Enter text.
<b>Total</b> (incl. VAT)	Enter text.		

## 5. Declaration and return

<i>The quotation is provided in accordance with the CAIS Price and Payment Schedule. This is a provisional estimate of costs for this booking and once the service is complete an invoice will be submitted with an explanation of any changes.</i>		<div style="text-align: center;"> <input type="checkbox"/>  Mark to confirm </div>	
Name	Enter text.	Date	Enter text.

### Next steps

- Provide a booking reference number at the top of the form.
- Save the form and email as an attachment to the Commissioning Body.
- Attach the quote if provided separately.

## C. Commissioning Body to complete

*If HMCTS is the Commissioning Body, go to section D.*

### 1. Funding

Select the funding organisation for the assessment	<input type="checkbox"/> <b>HMCTS</b>	<input type="checkbox"/> <b>LAA</b>
--	--	--

<b>HMCTS Funding</b>	Email the form to the Venue where the hearing will take place to approve funding.
<b>LAA Funding</b>	Do not email this form to the LAA. Submit a request for Prior Authority. Once funding has been obtained, send this form to the Venue.

## D. HMCTS to Complete

### 1. Quotation acceptance

Refer to section C above. If LAA is funding the assessment, go to 3.

Do you accept this quotation?	<input type="checkbox"/> <b>Yes</b> Go to 3	<input type="checkbox"/> <b>No</b> Go to 2
-------------------------------	---	--

### 2. Reason for rejection

Please provide an explanation for rejecting the quotation and return to the Service Provider, copying the Commissioning Body.
Click or tap here to enter text.

### 3. Blanket purchase order (BPO)/Purchase order (PO) number

Click or tap here to enter text.
----------------------------------

### 4. Contact details

Name	Click or tap here to enter text.
Role	Click or tap here to enter text.
Email address	Click or tap here to enter text.
Telephone number	Click or tap here to enter text.

### 5. Declaration and return

<i>The Venue will fund the estimated quotation for the court appointed intermediary service assessment.</i>		<input type="checkbox"/> Mark to confirm	
Name	Enter text.	Date	Enter text.
<b>Next steps</b> <ul style="list-style-type: none"><li>Save the form and email as an attachment to the Service Provider, copying in the Commissioning Body (in section A).</li></ul>			

## **E. Service Provider instructions**

- Confirm the name of the assigned intermediary by completing the relevant field at the top of the form and emailing the completed form to the Commissioning Body and the Venue. If these details are not available currently, please inform the Commissioning Body and the Venue no later than midday the working day before the assessment.
- Please retain a copy of this form for your records.

## Annex 3 – Hearing Booking Form



HM Courts &  
Tribunals Service

# Court Appointed Intermediary Service Hearing Booking Form

The booking form must only be completed following an initial assessment of a Service User where intermediary support at a hearing has been directed by the court/tribunal.  
**This booking form is used for:**

- **A Commissioning Body** to request the services of a Court Appointed Intermediary (CAI) to support a Service User at court/tribunal hearings.
- **A CAIS Service Provider** to include a booking reference number, to confirm or reject the booking and to provide a quotation.
- **HMCTS Venues** to approve or reject the Service Provider's quotation.

For help completing the form, please refer to the relevant supporting Court Appointed Intermediary Service (CAIS) guidance:

CAIS  
Commissioning

CAIS Service  
Provider Guidance

CAIS HMCTS Staff  
Guidance

### Service Provider to complete

#### Service Provider Assessment booking reference number

Click or tap here to enter text.

#### Service Provider Hearing booking reference number

Click or tap here to enter text.

#### Name of attending intermediary

*To be provided no later than midday the working day before the hearing.*

Click or tap here to enter text.

## A. Commissioning Body to complete

If known, please include the assessment booking reference number in the field above.

### 1. Case details

Service User's name	Click or tap here to enter text.
HMCTS case number	Click or tap here to enter text.
Jurisdiction	Click or tap here to enter text.
Court/Tribunal name and address	Click or tap here to enter text.
Click or tap here to enter text.	
Court/Tribunal email address	Click or tap here to enter text.

### 2. Hearing details

Hearing Type (e.g. Directions, Ground Rules, Trial, Hearings)	Date of hearing (or first date of hearing if multiple days)	Duration of hearing (half / full days)	Start time

### 3. Commissioning Body contact details

Your full name	Click or tap here to enter text.
Role	Click or tap here to enter text.
Email address	Click or tap here to enter text.
Telephone number	Click or tap here to enter text.

### 4. For LAA-funded hearings

Proceed to 5 if the hearing is not being funded by the Legal Aid Agency (LAA)

Representation Order number	Click or tap here to enter text.
MAAT reference number	Click or tap here to enter text.

### 5. Special requirements & notes

Provide details of any special requirements or notes relevant to the case. <i>E.g. Specific gender request, inability to travel etc</i>
--

Click or tap here to enter text.

## 5. Submit

### **Next steps**

- Save the form and email as an attachment to the Service Provider.

## B. Service Provider to complete

Please include a booking reference number in the booking reference field at the top of the form.

### 1. Booking confirmation

Are you able to fulfil this booking?	<input type="checkbox"/> <b>Yes</b> Go to 3	<input type="checkbox"/> <b>No</b> Go to 2
--------------------------------------	---	--

### 2. Reason for rejection

If you are rejecting the booking, please provide an explanation and return to the Commissioning Body, copying in HMCTS.

Click or tap here to enter text.

### 3. Contact details

Contact name, email address and telephone number can be an individual or team details.

Your name	Click or tap here to enter text.
Company name	Click or tap here to enter text.
Company address	Click or tap here to enter text.
Click or tap here to enter text.	
Email address	Click or tap here to enter text.
Telephone number	Click or tap here to enter text.

### 4. Quotation

To be completed below or attached with the booking form.

Is the quotation attached separately?	<input type="checkbox"/> <b>Yes</b> Go to 5	<input type="checkbox"/> <b>No</b> Complete the table below
---------------------------------------	---	---

Description	Qty (est no. of hours)	Unit Price	Total
Reading and preparation	Enter text.	Enter text.	Enter text.
Attendance at court/tribunal	Enter text.	Enter text.	Enter text.



Travel and subsistence	Enter text.	Enter text.	Enter text.
Other costs Click or tap here to enter description.	Enter text.	Enter text.	Enter text.
<b>Total</b> (incl. VAT)	Enter text.		

## 5. Declaration and return

<i>The quotation is provided in accordance with the CAIS Pricing and Payment Schedule. This is a provisional estimate of costs for this booking and once the service is complete an invoice will be submitted with an explanation of any changes.</i>		<div style="text-align: center;"> <input type="checkbox"/>  Mark to confirm </div>	
Name	Enter text.	Date	Enter text.
<p><b>Next steps</b></p> <ul style="list-style-type: none"> <li>• Provide a Hearing Booking reference at the top of the form.</li> <li>• Save the form and email as an attachment to the Commissioning Body.</li> <li>• Attach the quote if provided separately.</li> </ul>			

C. Commissioning Body to complete

If HMCTS is the Commissioning Body, go to section D.

1. Funding

Select the funding organisation for the assessment	<input type="checkbox"/> HMCTS	<input type="checkbox"/> LAA
--	-----------------------------------	---------------------------------

HMCTS Funding	Email the form to the Venue where the hearing will take place to approve funding.
LAA Funding	Do not email this form to the LAA. Submit a request for Prior Authority. Once funding has been obtained, send this form to the Venue.

## D. HMCTS to complete

### 1. Quotation acceptance

Refer to section C above. If LAA is funding the assessment, go to 3.

Do you accept this quotation?	<input type="checkbox"/> <b>Yes</b> Go to 3	<input type="checkbox"/> <b>No</b> Go to 2
-------------------------------	---	--

### 2. Reason for rejection

Please provide an explanation for rejecting the quotation and return to the Service Provider.

Click or tap here to enter text.

### 3. Blanket purchase order (BPO)/Purchase order (PO) number

Click or tap here to enter text.

### 4. Contact details

Name	Click or tap here to enter text.
Role	Click or tap here to enter text.
Email address	Click or tap here to enter text.
Telephone number	Click or tap here to enter text.

### 5. Declaration and return

<i>The Venue will fund the estimated quotation for the court appointed intermediary service. Any changes to the booking will be communicated to the service provider at the earliest opportunity.</i>		<input type="checkbox"/> Mark to confirm	
Name	Enter text.	Date	Enter text.
<b>Next steps</b> <ul style="list-style-type: none"><li>Save the form and email as an attachment to the Service Provider copying in the Commissioning Body.</li></ul>			

## E. Service Provider instructions

- Confirm the name of the assigned intermediary by completing the relevant field at the top of the form and emailing the completed form to the Commissioning Body and the Venue. If this is not available, please inform the Commissioning Body and Venue no later than midday the working day before the assessment.
- If you need to make any changes or cancel the booking, please submit the **CAIS Booking Change & Cancellation Form** to the Venue, copying the Commissioning Body.
- Please retain a copy of this form for your records.

## Annex 4 – Booking Change and Cancellation Form



HM Courts &  
Tribunals Service

# Court Appointed Intermediary Service Booking Change & Cancellation Form

This form is used for:

- **HMCTS** to notify a Court Appointed Intermediary Service Provider of a change or cancellation to a booking.
- **A Service Provider** to notify the HMCTS Venue of a change or cancellation to a booking.

### 1. HMCTS or Service Provider

This change/cancellation form is submitted by:	<input type="checkbox"/> <b>HMCTS</b>	<input type="checkbox"/> <b>Service Provider</b>
--	--	---

### 2. Assessment or Hearing

Is this change/cancellation for an assessment or hearing booking?	<input type="checkbox"/> <b>Assessment</b>	<input type="checkbox"/> <b>Hearing</b>
---	---	--

### 3. Booking reference number

*As specified in the booking form*

Click or tap here to enter text.

### 4. Case details

Service User's name	Click or tap here to enter text.
Court/Tribunal case number	Click or tap here to enter text.
Court/Tribunal address	Click or tap here to enter text.
Click or tap here to enter text.	

### 5. Contact details

Contact name, email address and telephone number can be individual or team details.

Your name	Click or tap here to enter text.
Company name For Service Providers only	Click or tap here to enter text.
Email address	Click or tap here to enter text.
Telephone number	Click or tap here to enter text.

## 6. Booking Change or Cancellation

<input type="checkbox"/> <b>Change</b> Go to 7	<input type="checkbox"/> <b>Cancellation</b> Go to 8
--	--

## 7. Specify Changes

Please provide details of booking changes. <i>E.g. Dates of hearing, number of hearing days.</i>
Click or tap here to enter text.          

## 8. Reason for Cancellation

Please provide details for cancelling the service <i>E.g. Hearing adjourned.</i>
Click or tap here to enter text.          

## 9. Declaration and Return

<i>Changes and cancellations are in-line with CAIS contract terms.</i>		<input type="checkbox"/> <i>Mark to confirm</i>
Name	Enter text.	Date
		Enter text.

**Save the form and email as an attachment with the linked assessment or hearing booking form to the Service Provider/HMCTS Venue.**

## Annex 5 – Assessment Report Template

# Court Appointed Intermediary Service Assessment Report Template

### Reference numbers:

Assessment booking reference	Click or tap here to enter text.
Court/Tribunal Case number	Click or tap here to enter text.

### In respect of:

Name	Click or tap here to enter text.
Date of birth	Click or tap here to enter text.

### Report prepared at the request of:

Commissioning Body	Click or tap here to enter text.
--------------------	----------------------------------

### Written by:

Name of Intermediary	Click or tap here to enter text.
Organisation	Click or tap here to enter text.

### Assessment details:

Date of Assessment	Click or tap here to enter text.
Assessment location	Click or tap here to enter text.
Date of report:	Click or tap here to enter text.

### **CONFIDENTIAL**

This report is confidential and is intended only for the parties and the court in this case. It should not be disclosed outside these proceedings without the permission of the court.  
This report is for advice only and is not evidence in the case.



## **1. Background, instructions and chronology**

1.1 This assessment report must include the following:

- d. Details of the intermediary's qualifications, relevant experience and any accreditation.
- e. The name of the Service User, their date of birth and the date of the referral, the date or dates on which the intermediary met the Service User, and the channel (face to face, video, audio), for the purpose of preparing the report.
- f. Who commissioned the report, a summary of the intermediary's instructions and what the report seeks to address.

## **2. Summary**

2.1.1 To include:

- g. A summary of the conclusions and recommendations.
- h. Details of anyone who has contributed to the report or information leading to the conclusions in the report.
- i. A list of the documents received or inspected by the intermediary in relation to the assessment and provision of intermediary services and an indication of their content.
- j. A description of the nature and duration of the assessment.
- k. An explanation of why or why not an intermediary service is required using examples taken from the assessment.
- l. An evaluation of:
  - v. The impact of any condition or conditions which, whether in isolation or together, may adversely affect the Service User's ability to communicate.
  - vi. The extent, if any, to which that impact may be exacerbated by the trial.
  - vii. If the intermediary is not able to reach a definitive evaluation of the Service User, the reasons for this must be stated in the summary.
  - viii. The views of the Service User on receiving the assistance of an intermediary.

## **3. Conclusions and Recommendations**

- b. Any recommendation, with reasons for:

- viii. The approval or appointment of an intermediary.
- ix. The manner and duration of any questioning of the Service User.
- x. Arrangements for the way in which the intermediary, if approved or appointed, should participate.
- xi. Detailed recommendations to the legal representatives and the magistrate/judge on how best to communicate with the Service User. These should be illustrated with practical examples, tips and strategies, and should be as specific as possible.
- xii. An opinion of the extent to which any measures or arrangements beside the appointment of an intermediary will facilitate the Service User's effective participation in proceedings.
- xiii. The duration and purpose of any appointment of an intermediary.
- xiv. Other measures or arrangements to help the Service User to participate effectively in the trial.

3.1.1 Further points that should be covered in the report include:

- g. The Service User's use of language, especially if idiosyncratic.
- h. Indicators of the Service User becoming confused.
- i. How the intermediary will indicate if they need to intervene or if there needs to be a break in questioning (e.g. raising a red card).
- j. If any communication aids are to be used.
- k. Advice to the questioner about their mode of delivery, such as tone of voice or indications that they are going to change topic.
- l. Any recommendation for the intermediary to review questions prior to the hearing.

## 4. Declaration

4.1.1 The intermediary declaration should be set out in full to confirm that the intermediary:

- a. Understands their duty to the court or tribunal.
- b. Will comply with that duty if approved or appointed.
- c. The declaration should read: 'I solemnly, sincerely and truly declare that I will faithfully communicate questions and answers and make true explanations of all matters and things as shall be required of me according to the best of my skill and understanding'.

## **5. Annexes**

5.1.1 Appendices should be used for relevant reference material that is too detailed for the main body of the report, such as:

- a. Details about communication aids.
- b. Feedback forms.

5.1.2 In some cases, a judge may also request the intermediary's CV and a description of role.

## Annex 6 – Invoice Template

### [Service Provider Name]

# INVOICE

Address:	
Email:	
Phone No:	
VAT Reg No:	

Invoice To:	HM Courts & Tribunals Service
Address:	SSCL, PO Box 745, Newport, Gwent, NP10 8FZ
Email:	<a href="mailto:APinvoices-CTS-U@gov.sscl.com">APinvoices-CTS-U@gov.sscl.com</a>

Venue name:	
Cost Centre:	

Invoice No:	
-------------	--

Invoice Date:	
Invoice Period:	
Purchase Order:	

Booking Reference:	
HMCTS Case Number:	
Service User Name:	

Venue Address:	

Line	Date	Description of Service	Qty	Unit Price	Subtotal	VAT %	VAT Total	Total (incl VAT)
1	15/05/21				-	0.0%	0.00	-
2					-	0.0%	0.00	-
3					-	0.0%	0.00	-
4					-	0.0%	0.00	-
5					-	0.0%	0.00	-
6					-	0.0%	0.00	-
7					-	0.0%	0.00	-
8					-	0.0%	0.00	-
9					-	0.0%	0.00	-
10					-	0.0%	0.00	-
11					-	0.0%	0.00	-
12					-	0.0%	0.00	-
13					-	0.0%	0.00	-
14					-	0.0%	0.00	-
15					-	0.0%	0.00	-
					Net Total			-
					VAT Total			-
					<b>TOTAL DUE (incl VAT)</b>	£		-

If you have any questions about this invoice, please contact  
[Name, Email, Phone]

# Invoice Guidance

---

## Invoice format

- Invoices must be saved as .PDF files and emailed to SSCL:  
[APinvoices-CTS-U@gov.sscl.com](mailto:APinvoices-CTS-U@gov.sscl.com)

## Your invoice must include:

- a unique identification number (invoice number)
- your company name, address and contact information
- the company name and address of the customer you're invoicing
- a clear description of what you're charging for
- the date the goods or service were provided (supply date)
- the date of the invoice
- the amount(s) being charged
- VAT amount if applicable
- the total amount owed

## Sole trader invoices

### **If you're a sole trader, the invoice must also include:**

- your name and any business name being used
- an address where any legal documents can be delivered to you if you are using a

## Limited company invoices

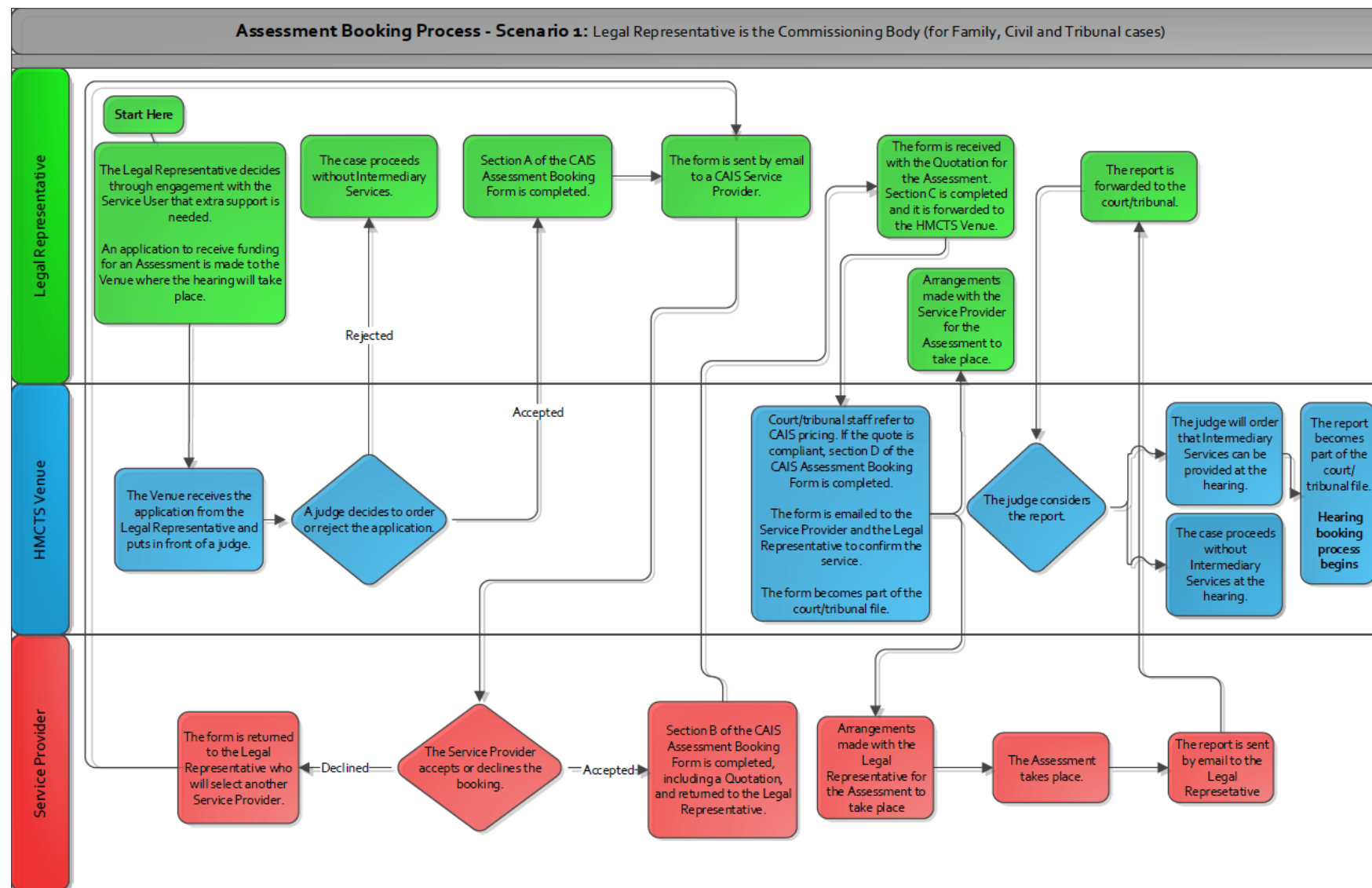
- If your company is a limited company, you must include the full company name as it
- If you decide to put names of your directors on your invoices, you must include the

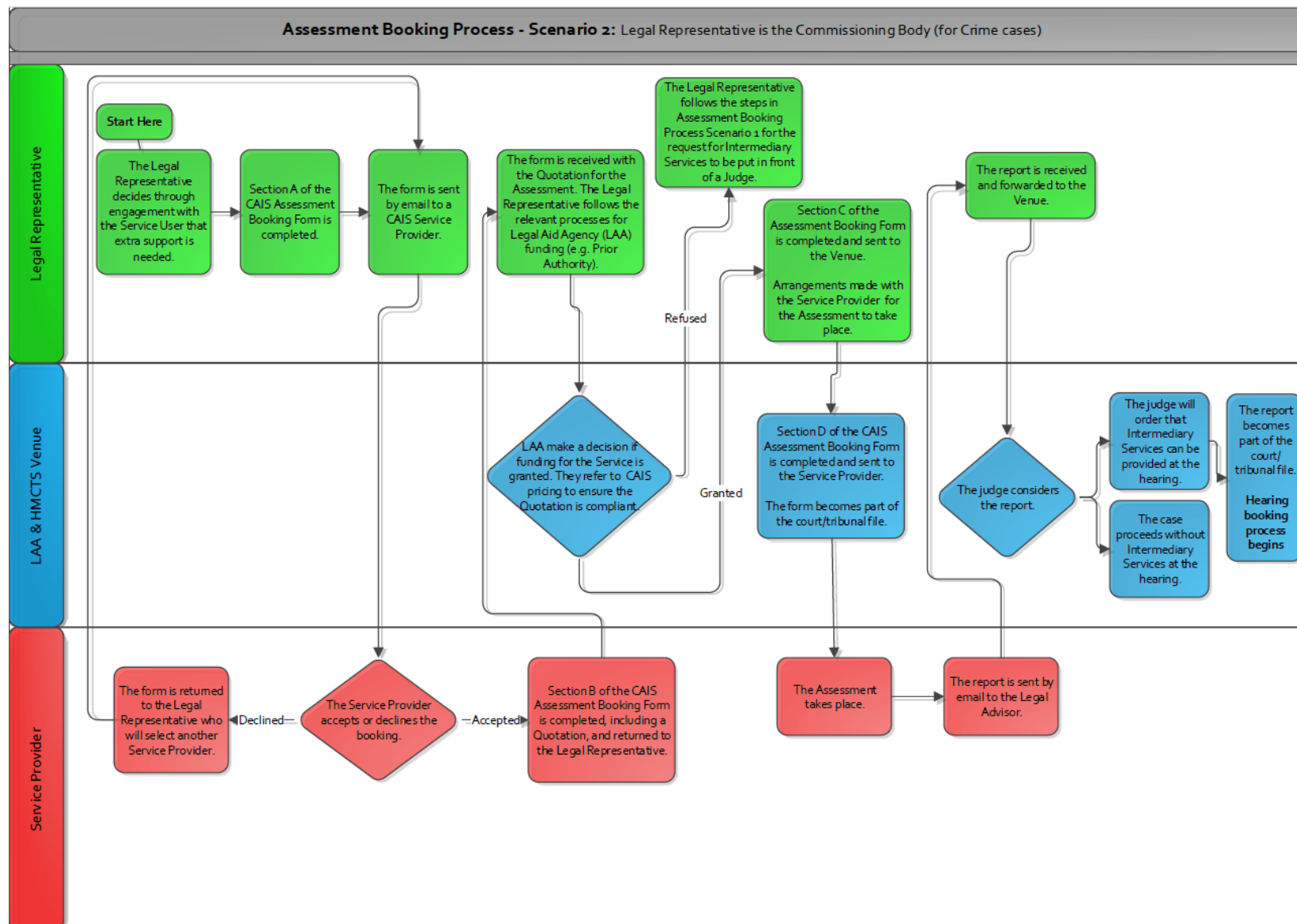
## Helpful links

### **MoJ invoice processing guide:**

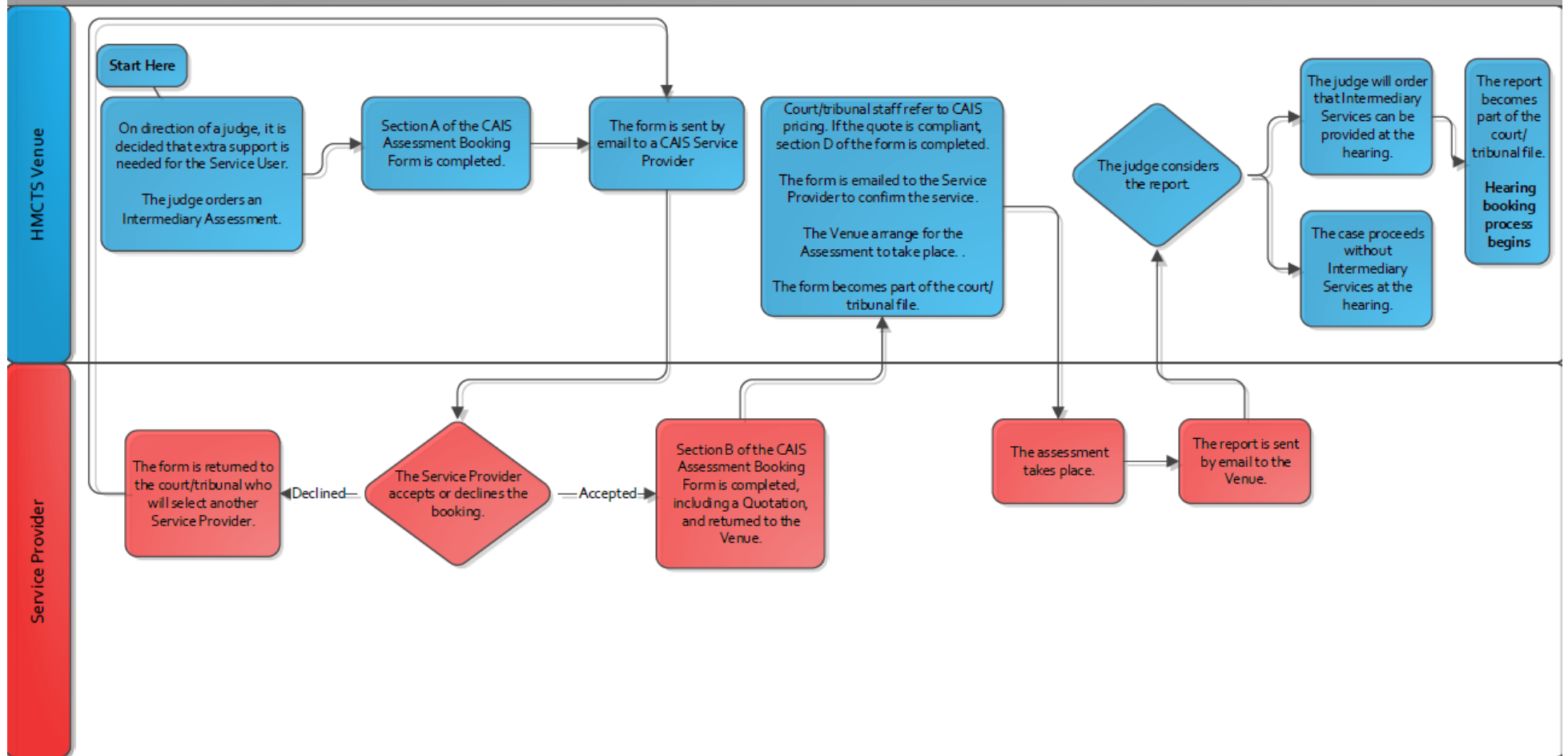
[Invoice Processing: A quick guide for suppliers](#)

## Annex 7 – Booking Process Maps





### Assessment Booking Process Scenario 3: HMCTS Venue is the Commissioning Body (for all case-types)





## **Annex 8 – Safeguarding Requirements**

### **CAIS Safeguarding Requirements**

#### **1. Service Provider Obligations**

- 1.1 Service Providers are required to produce and maintain a safeguarding policy and ensure all those involved in the delivery of the services are aware of, and comply with, that policy.
- 1.2 The Service Provider's Safeguarding Policy should, as a minimum, comply with HMCTS' safeguarding policy guidance.
- 1.3 The Service Provider is required to report on its safeguarding policy, training and incidents at the Service Review meetings described in Schedule 9 – Governance.

#### **2. HMCTS Safeguarding Policy Guidance**

##### **2.1 Definitions**

**Staff** – In the context of this policy 'staff' means any employee or sub-contractor of the Service Provider, either directly employed or otherwise, involved in the delivery of the services. For the avoidance of doubt this includes non-operational roles such as administration and includes officers, consultants, contractors, casual workers, volunteers and agency staff.

**Child** - For the purposes of this policy, a child is someone who has not yet reached their 18th birthday. Once they turn 18, they are legally an adult.

**Vulnerable adult** - For the purposes of this policy, a vulnerable adult is someone aged 18 or over, who may be in need of the intermediary service, or support as an employee, by reason of mental or other disability, age or illness; and who is or may be unable to take care of themselves, or unable to protect themselves against significant harm or exploitation.

##### **2.2 Policy Statement**

The Civil Service is committed to high standards of conduct in every aspect of its work. For civil servants these standards are upheld through the Civil Service Code, and in the Ministry of Justice, through our policies and Values.

We expect service providers to uphold equivalent standards of conduct throughout their organisation and supply chains, including sub-contractors.

In delivering the services, providers staff may come across something that deviates from these standards: finding fundamental wrongs, illegal activity or activity which endangers others in and beyond the Department. This policy focuses specifically on concerns relating

to a child or vulnerable adult being at harm or at risk of harm, detailing the need for employees to speak up.

Staff may come across information suggesting harm or risk to a child or vulnerable adult through, for example:

- The assessment of a vulnerable service user
- Witnessing behaviours by a service user during the delivery of the service
- Conversations with colleagues, customers, service users or others
- Witnessing inappropriate behaviour
- Complaints
- Raising a Concern – Whistleblowing disclosures

Where the concern is away from work staff may wish to use external sources outlined in 2.4 to assist in raising a concern.

### **2.3 Raising A Concern**

It may be a difficult and upsetting situation, but it is essential that staff act swiftly and speak up, avoiding the assumption that someone else will come forward to raise a concern. Staff should escalate the matter appropriately so that the right authority is informed and can lead the response – they should not try to investigate the matter themselves.

Sometimes staff may not be so sure: where this is the case, they still have a responsibility to speak up and must not be punished if they make a mistake. Staff may also wish to seek advice and support if what they have witnessed has been distressing. Service Providers should provide appropriate signposting to staff to facilitate this support, which may include internal wellbeing or employee support initiatives, staff networks and/or staff associations and unions.

If staff have safeguarding concerns, there are a variety of routes they can use to speak up:

**External Agencies** - Where a child or vulnerable adult is at risk they should speak to the local police or local child/adult social care, who will lead on the response to protect the child or vulnerable adult.

**Raising with a Manager** - This might be the staff members line manager or another manager they feel comfortable talking to. The manager should be able to either help staff identify the most appropriate route for raising the concern or arrange for them to speak to someone who can help.

**Raising an Internal Concern** - If staff are concerned that they've been asked to do something, or are aware of the actions of other members of staff, which they consider to be in breach of the Service Provider's policies, fundamentally wrong, illegal or have the potential to endanger others, they should be provided with a mechanism to be able to raise a concern internally without fear of reprisal or breach of confidentiality.

**Grievance/Dispute Resolution** - If staff have concerns about another staff members treatment at work, these should be raised in accordance with the Service Provider's internal HR Policies.

## **2.4 Additional Support**

All staff should be made aware of the additional support available:

**In an emergency, call 999.**

- To report a non-emergency call 101 or contact your local Police Station at:  
<https://www.police.uk/put/contact-the-police/report-a-crime-incident/>.
- For child social care services, you can find your local contacts at:  
<https://www.gov.uk/report-child-abuse-to-local-council>
- For adult social care services, you can find your local contacts at:  
<https://www.nhs.uk/service-search/other-services/Local-Authority-Adult-Social-Care/LocationSearch/1918>

### **Other Contacts:**

**NSPCC** - Telephone 0808 800 5000.

<https://www.nspcc.org.uk/what-you-can-do/report-abuse/>

Independent Charity Organisation that works to protect and prevent the abuse of children. They can listen to your concerns, offer advice and support and can take action on your behalf if a child is in danger.

**Action on Elder Abuse (AEA)** - Telephone 0808 808 8141.

<http://www.elderabuse.org.uk/>

Works to protect and prevent the abuse of vulnerable older adults. Their helpline is confidential and provides information and emotional support.

**Citizens Advice** - Telephone 0344 411 1444.

<http://www.citizensadvice.org.uk/>

National network of advice centres offering free, confidential, independent advice, face to face or by telephone.

**Age UK Advice** - Telephone 0800 169 65 65.

<http://www.ageuk.org.uk/>

Age UK provides advice and information for people in later life through their Age UK Advice line, publications and online.

**Care Quality Commission** - Telephone 0300 0616 161.

<http://www.cqc.org.uk/>

Independent regulator of adult health and social care services in England, covering NHS, local authorities, private companies or voluntary organisations and people detained under the Mental Health Act.

**Action Fraud** - Telephone 0300 123 2040.

<https://www.actionfraud.police.uk/>

National fraud reporting centre, providing advice and information about fraud and scams.



HM Courts &  
Tribunals Service

**Annex 9 – HMCTS BYOD Policy**

# Bring Your Own Device Policy

Information Security - HMCTS

Version 1.1 – 17 December 2019

OFFICIAL

# Contents

<a href="#">1 Document Management</a>	3
<a href="#">1.1 Authorisation</a>	3
<a href="#">1.2 Distribution &amp; Review</a>	3
<a href="#">1.3 Revision History</a>	3
<a href="#">2 Introduction</a>	4
<a href="#">3 Purpose</a>	4
<a href="#">4 Scope</a>	4
<a href="#">5 Roles and Responsibilities</a>	4
<a href="#">6 Policy Statements</a>	4
<a href="#">6.1 General Requirements of use</a>	4
<a href="#">6.2 Authentication</a>	5
<a href="#">6.2.1 User to Device</a>	5
<a href="#">6.2.2 Device to Service</a>	6
<a href="#">6.2.3 User to Service</a>	6
<a href="#">6.3 Device Configuration</a>	6
<a href="#">6.3.1 Patch management and software updates</a>	6
<a href="#">6.3.2 Data at Rest</a>	6
<a href="#">6.3.3 Malicious Software Protection</a>	6
<a href="#">6.3.4 Firewalls</a>	7
<a href="#">6.4 Overseas Travel</a>	7
<a href="#">6.5 Internet access</a>	7
<a href="#">6.6 Personal data</a>	7
<a href="#">6.7 Off-boarding</a>	7
<a href="#">6.8 Incident Response</a>	7
<a href="#">6.9 Right to audit</a>	8
<a href="#">7 Enforcement</a>	8
<a href="#">8 Review and Maintenance</a>	8
<a href="#">9 Definitions</a>	9
<a href="#">10 Links and Dependencies</a>	9
<a href="#">11 Annex A – Secure Configuration Standards</a>	10
<a href="#">12 Annex B – Manual Inspect Audits</a>	12
<a href="#">12.1 On-boarding Audits</a>	12
<a href="#">12.2 Random Spot-checks</a>	12
<a href="#">12.3 Audit checklist</a>	12
<a href="#">12.4 Off-boarding Leavers Checks</a>	12
<a href="#">13 Annex C Audit Register</a>	13

# 1 Document Management

## 1.1 Authorisation

1. Version	2. Name	3. 17	4. Approval Date
1.1	Michael Hanley	HMCTS Deputy SIRO	17/12/2019

## 1.2 Distribution & Review

Name	Role
Michael Hanley	HMCTS Deputy SIRO
Mark Puk	Information Assurance Manager
Mufassir Mohammed	Head of Operational Services – Common Platform
Amrit Dhanoa	DACS Information Assurance

## 1.3 Revision History

Version	Date	Author	Reason for issue
0.1	08/07/2019	F. Macfarlane & L. Taggart	Initial draft policy
0.2	24/07/2019	F. Macfarlane	Incorporate suggestions from Mark Puk
0.3	30/07/2019	A. Sidhu	Inputs into procedures section
0.4	31/07/2019	F. Macfarlane	Merging policy and procedures documents. Adding Sy Ops procedures from CFT
0.5	09/08/2019	F. Macfarlane	Further review
0.6	21/11/2019	V. Nikolva	Updates on VPN use
0.7	25/11/2019	S. Yerramshetty	Additional BYOD policy and updates to joiners/leavers
1.0	11/12/2019	A. Dhanoa	Major annual re-format and update. Consolidation into new policy format and movement of content to Annexes where appropriate
1.1	16/12/2019	N. Copeland	Reviewed and minor corrections

## 2 Introduction

This Policy details the responsibilities and obligations placed upon HMCTS staff, contractors, and service providers when using their **personal end user computing devices to access**, store and process HMCTS information and applications. The use of personal devices in this context is referred to a “**Bring Your Own Device**” (BYOD) approach.

## 3 Purpose

This document defines requirements governing the use of BYOD in order to prevent the unauthorised use, loss, theft or disclosure of HMCTS information.

**All BYODs must be configured and operated in accordance with this policy. The use of a BYOD is not permitted until the end-user (herein referred to as “user”) has read and acknowledged acceptance of this policy.**

By accepting the terms of this policy, you agree to comply with the requirements, standards, and restrictions defined within it.

**Please note that access to HMCTS information and information systems may be revoked if users fail to sign this policy or at any time thereafter following an update or review.**

## 4 Scope

Applies to users employing any type of BYOD (e.g. laptop, smartphone, tablet, etc.) when accessing HMCTS data, information or systems.<sup>1</sup>

## 5 Roles and Responsibilities

**Users** are responsible for securing and operating their BYODs in accordance with this policy.

**HMCTS Security staff** are responsible for the continual monitoring and enforcement of this policy

## 6 Policy Statements

### 6.1 General Requirements of use

- The BYOD MUST be used for **work purposes only** and be the primary 'tools of trade', i.e. separated from personal computing facilities.
- Devices MUST not be shared with other individuals. They are solely for the use of the authorised user.

It is recommended that users employ a DEDICATED non-administrator device **user account** for the sole purpose of accessing HMCTS data and information systems.

---

<sup>1</sup> Test devices used by multiple users for the purpose of evaluation or test are excluded from this policy.





- Users **MUST** remain alert and be aware of their surroundings when operating their BYOD to prevent eavesdropping and/or shoulder surfing.
- When not in use, devices **MUST** be stored securely e.g. in a secure locker  
A screen lock **MUST** be configured on devices to lock the display screen if it is left unattended for more than 5 minutes.
- Devices **MUST** be fully switched off when in transit. Do not put them into hibernate mode or other similar power-saving options.
- Users are permitted to use their BYOD to access, store and process data at the HMG OFFICIAL classification level. BYODs are permitted to access **non-production information systems** only.
- Users are **NOT** permitted to store PERSONAL SENSITIVE HMCTS information on their BYODs – this includes OFFICIAL information classified on a “*need-to-know*” basis (i.e. OFFICIAL-SENSITIVE). Any business requirement to store such information must be approved by your local HMCTS security team.
- Users **CANNOT** access any LIVE systems/data from a BYOD. If there is a requirement to access LIVE systems, a request must be made to the local Security team through your Line Manager.
- Users **MUST** securely delete HMCTS data from their BYODs and any storage media upon departure from HMCTS or at any time, if requested to do so. This must be in line with NCSC Secure Sanitisation guidance – <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>. Assurances will be sought to ensure this has been completed.
- You are reminded to remain vigilant of any suspicious or suspected spear-phishing emails received when working on BYODs.
- HMCTS reserves the right to query and request access to BYODs for the purpose of verifying configuration, forensic examination and compliance with this policy. Users are expected to arrange a mutually convenient time for such examination which will be conducted in their presence. Every effort will be made to protect your personal and non-HMCTS information stored on the device. *Users have the right to be present during any audit or regular inspection of their device to ensure compliance with this policy.*

## 6.2 Authentication

### 6.2.1 User to Device

- BYODs **MUST** enforce authentication, requiring the supply of a username (unique identifier) and a strong complex password. Generic accounts or the sharing of credentials, tokens and/or logon sessions is not permitted.
- Strong complex passwords **MUST** be enforced with BYODs, meeting the following requirements in compliance with the HMCTS Password policy.
  - At least 12 characters long
  - No more than 128 characters long
  - Not obvious
  - Not a dictionary word. A combination of dictionary words might be suitable, such as ‘*CorrectHorseBatteryStaple*’
  - Unique for each account or service

## 6.2.2 Device to Service

- Devices connections FROM outside the UK are **not** permitted
- BYODs are permitted to connect to HMCTS services from APPROVED networks only. These are limited to one of the following only:
  - Approved Wi-Fi network (Gov Wi-Fi, local HMCTS building Wi-Fi services)
  - Approved VPN access points routing through the UK (i.e. F5 VPN client)
- Certificates or other authentication methods MUST be enforced to ensure “approved” BYODs are able to access HMCTS information and applications.

## 6.2.3 User to Service

Users MUST supply HMCTS provided user credentials before accessing HMCTS information and applications.

## 6.3 Device Configuration<sup>2</sup>

### 6.3.1 Patch management and software updates

- BYODs MUST be maintained by users to ensure the latest approved vendor software and security updates are applied.
- Users MUST ensure BYODs are configured to automatically install patches and updates from the vendor. Only currently vendor supported Operating Systems (OSes) versions are permitted.
- The device MUST be maintained to a patch level of **n or n-1** (dependant on the criticality of the update), where n represents the latest vendor supported operating system software and firmware patches.
- Devices not meeting the above requirements are NOT permitted to access HMCTS information or applications.

### 6.3.2 Data at Rest

- Devices MUST ensure the protection of data at rest using NCSC certified software solutions providing full disk encryption of a hard disk including any removeable storage media.
- Storage media, containing HMCTS data MUST not be removed from the device.
- A remote wipe facility if available at reasonable cost, can help to ensure lost or stolen devices can be remotely wiped to prevent unauthorised access or disclosure of information.

### 6.3.3 Malicious Software Protection

Anti-malware (including Anti-spyware) protection MUST be in place and from a reputable vendor:

- Files MUST be scanned upon access
- Weekly and daily scans MUST be configured on all storage drives.
- Software MUST be configured to update definition files on a daily basis.

---

<sup>2</sup> BYODs must be configured securely in accordance with prevailing best practice as detailed in Annex A of this policy  
Bring Your Own Device Policy



### 6.3.4 Firewalls

A personal firewall **MUST** be enabled on the device to block unsolicited outbound and inbound connections.

## 6.4 Overseas Travel

- Devices **SHALL NOT** be taken overseas for any purpose without permission from the **HMCTS SIRO or Deputy SIRO** ([michael.hanley@Justice.gov.uk](mailto:michael.hanley@Justice.gov.uk)) and **HMCTS Security Operations**, [security.operations@hmcts.net](mailto:security.operations@hmcts.net), (for [HMCTS.net](https://hmcts.net) user accounts).
- HMCTS.net account users are required to follow the Geo-blocking Exceptions Procedure in order to be granted access to HMCTS systems from any country outside of the UK. Failure to comply with this procedure will be deemed a Policy Breach or Unauthorised Access and may result in disciplinary action.
- VPN access is prohibited but can be requested via the above procedure

## 6.5 Internet access

- Internet access is attributable to the UK Government. You must not do anything which could damage the reputation of the Department or the UK Government.
- Users **MUST** ensure that any personal use of Department internet does not damage the Department's reputation and does not impact business operations or the individuals' ability to carry out their duties.
- During work hours, using a BYOD to browse content in categories that could constitute a security incident is not allowed e.g. violent, pornographic or obscene text, sound or images. Accessing any of these will result in a security incident and further investigation. This may result in disciplinary action. For more information please see the MoJ Acceptable Use of IT Policy, which users are bound by.
- You must not sign up for any service where the intent is to use that service for business use unless that service has been approved (if in doubt, initial requests can be submitted via [security.operations@hmcts.net](mailto:security.operations@hmcts.net) ).

## 6.6 Personal data

HMCTS is not responsible for any loss or other damage to personally owned data or applications resident on a BYOD.

## 6.7 Off-boarding

All HMCTS data on your personal device must be removed from the device upon at the point a user leaves HMCTS.

## 6.8 Incident Response

**If the device is lost or stolen, please inform the police and DCD-ITServiceDesk-Security@hmcts.net immediately.**

- Users **MUST** report any incident; loss, theft or compromise of device to [hmctsdataincidents@justice.gov.uk](mailto:hmctsdataincidents@justice.gov.uk) without delay.

- Users MUST report evidence of actual or perceived device compromise, misuse, loss or theft to the [DCD-ITServiceDesk-Security@hmcts.net](mailto:DCD-ITServiceDesk-Security@hmcts.net) immediately.
- All accounts allowing access to any HMCTS information and data will be revoked, in the event of a loss or theft of your BYODs.

If you are suspicious of a received email requesting you to follow hyperlinks or open attachments, or have inadvertently opened what you believe to be a malicious attachment, you are to take the following actions:

- Do not open attachments or click on links
- Add the suspicious email as an attachment to a new email message and send it to [DCD-ITServiceDesk-Security@hmcts.net](mailto:DCD-ITServiceDesk-Security@hmcts.net), who will raise a Cyber Security incident and investigate
- On detection of an attempt to compromise the systems, the user must disconnect all connectivity.

Misuse of Department systems or data will be escalated as a security incident for investigation and may result in disciplinary action. You must comply with the Department Conduct and Behaviour Policy at all times.

## 6.9 Right to audit

HMCTS reserves the right to inspect BYODs to ensure the presence of effective minimum-security controls and the continual protection of HMCTS data and information systems from unauthorised access, loss, theft or other event(s) compromising the Confidentiality, Integrity or Availability of information.

## 7 Enforcement

To verify compliance against this policy, approved HMCTS staff may perform manual checks on a leaver's BYOD device to delete data and information owned by HMCTS. To facilitate such checks, the device owner may have to provide appropriate administrator/root access, so that the checks can be performed by security personnel. If any HMCTS code, information or documents have been found upon inspection, these will be deleted immediately by your local Security team. Device inspections will be performed in the presence of the device owner or a nominated deputy.

Violations may result in disciplinary action, which may include suspension, restriction of access, or more severe penalties up to and including termination of employment. Where illegal activities or theft of company property (physical or intellectual) are suspected, HMCTS may report such activities to the applicable authorities.

## 8 Review and Maintenance

Policies are subject to annual review with approval and authorisation from the HMCTS deputy SIRO. HMCTS Security and Information Assurance teams are responsible for on-going policy maintenance.

## 9 Definitions

Term	Explanation
<b>MoJ</b>	The Ministry of Justice is a major government department, at the heart of the justice system. MoJ works to protect and advance the principles of justice. Its vision is to deliver a world-class justice system that works for everyone in society. More here <a href="https://www.gov.uk/government/organisations/ministry-of-justice/about">https://www.gov.uk/government/organisations/ministry-of-justice/about</a>
<b>HMCTS</b>	HM Courts & Tribunals Service is responsible for the administration of criminal, civil and family courts and tribunals in England and Wales. HMCTS is an executive agency, sponsored by the Ministry of Justice
<b>BYOD</b>	Bring Your Own Device (BYOD). Electronic devices used to access any HMCTS IT systems that have not been issued by HMCTS. This includes laptops and mobile phones belonging to individuals or issued by organisations working on an HMCTS programme.
<b>Code</b>	All the source code and the associated documents (including design documents) that have been written for CPP, including, but not limited to, Java code, DevOps scripts and playbooks (e.g. Ansible, Terraform, Jenkins and all other supporting services).
<b>Users</b>	For the purposes of this document, this includes HMCTS staff, contractors, suppliers and service providers.
<b>Need-to-know</b>	A principle ensuring data or information is only accessible or shared with those who have a genuine business need to view or access it and have the required levels of security approval.

## 10 Links and Dependencies

1. MoJ Password Policy
2. [Geo-Blocking Exceptions Procedure](#)

# 11 Annex A – Secure Configuration Standards

The following table is in accordance with NCSC recommendations for the secure configuration of end user platforms using Windows Operating System and Mac OS. For further guidance, please see: <https://www.ncsc.gov.uk/collection/end-user-device-security/platform-specific-guidance>

Requirement	Windows	Mac OS	Ubuntu
<b>Configuration Management - Your device must use a legitimate operating system that meets the defined minimum standards (i.e. you may not use a 'jail broken' device).</b>	Windows 10 (1809) N.B. This is relevant in August 2019.	Mac OS 10.13/10.14 N.B. This is relevant in August 2019.	Ubuntu 18.04 LTS N.B. This is relevant in August 2019.
<b>Assured data-in-transit protection – Data must be sufficiently protected as it traverses between end user device and enterprise.</b>	All data must be routed over a secure enterprise VPN to ensure the confidentiality and integrity of the traffic. Use Windows10 Built-in VPN configured in accordance with the customisation guidance.	All data must be routed over a secure enterprise VPN to ensure the confidentiality and integrity of the traffic, and to benefit from enterprise protective monitoring solutions. Use a Foundation Grade IPsec VPN client configured as per that product's security procedures.	All data must be routed over a secure enterprise VPN - use a Prime or Foundation Grade IPsec VPN client configured in accordance with that product's security procedures.
<b>Assured data-at-rest protection – Data stored on the device should be satisfactorily encrypted when the device is in its "rest" state.</b>	To provide full volume protection, use either: <ul style="list-style-type: none"> <li>- BitLocker with a TPM and PIN configured in alignment with the <a href="#">BitLocker configuration</a> settings.</li> <li>- An independently assured CPA Foundation Grade, Data at Rest encryption product that supports UEFI and Windows Secure Boot, configured in alignment with the security procedures for that product.</li> </ul>	Use FileVault 2 to provide full-volume encryption. As the disk encryption password is not tied to hardware, it needs to be strong enough to resist an offline brute-force attack. See HMCTS Password Guidance for explanation of required strength of password.	Use LUKS/dm-crypt to provide full volume encryption.
<b>Authentication</b>	The user should implicitly authenticate to the device by entering the <a href="#">BitLocker PIN</a> at boot time. The user should then have a secondary credential to use when authenticating to the platform after boot and when unlocking the device.	Either: <ul style="list-style-type: none"> <li>- Users have two passwords – one for FileVault 2, and one to login and unlock their device (see Provisioning Steps for how to achieve this)</li> </ul>	The user should have a separate password to authenticate themselves to the device from the one they are using as their decryption password. Alternatively, the user can implicitly authenticate to the

		<ul style="list-style-type: none"> <li>- Or, users have one password which fulfils both requirements.</li> </ul>	device by decrypting the disk at boot time with their LUKS/dm-crypt password. This password unlocks a key which encrypts certificates and other credentials, giving access to enterprise services.
<b>Malicious code detection and prevention</b>	<p>Windows 10 includes <a href="#">Windows Defender Antivirus</a> and <a href="#">Windows Defender SmartScreen</a> that attempt to detect malicious code for the platform.</p> <p>If using a third-party product, those that implement the <a href="#">Anti-Malware Scan Interface (AMSI)</a> should be preferred to improve compatibility with future Feature Updates.</p> <p><a href="#">Windows Defender Exploit Guard</a> can be used to help prevent vulnerabilities in older software from being successfully exploited.</p>	<p>XProtect is built into macOS. It has a limited signature set which is maintained by Apple to detect widespread malware. XProtect will also restrict vulnerable plugin versions (such as Java) to limit exposure.</p> <p>Several third-party anti-malware products also exist, which attempt to detect malicious code for this platform.</p>	<p>The platform implicitly provides some protection against malicious code being able to run when configured as recommended. Several third-party anti-malware products exist which attempt to detect malicious code for this platform.</p>
<b>Device updates</b>	<p>The device must use current vendor recommended system and security updates.</p> <p>Windows Update can automatically download and install updates. If the Microsoft Store is enabled, it should be configured to automatically update Microsoft Store apps.</p>	<p>The device must use current vendor recommended system and security updates.</p>	<p>Operating system security updates can be configured to be automatically applied.</p> <p>Using the recommended software update settings, application updates are installed automatically when the device is switched on and fully booted.</p>

## 12 Annex B – Manual Inspect Audits

### 12.1 On-boarding Audits

The local Security Team are permitted and authorised to perform random inspection audits on the devices of new users (i.e. “joiners”) to the programme. The devices or BYODs in scope for inspection include those used to access HMCTS information (including Environment access, data and code). The purpose of the audit is to ensure the device meets the requirements of this policy.

### 12.2 Random Spot-checks

Continual assurance over the security of BYODs will be sought through audits and spots checks on devices of existing approved BYOD users. Again, the aim of the audit is to ensure compliance with policy. The device owner may be asked to provide appropriate administrator/root access so that these checks can be undertaken.

### 12.3 Audit Checklist

Device security configuration including but not limited to Patch, Anti-malware, Firewall and secure build configuration.

Software installed to ensure there is no software considered to be classed as a “hacking tool”. Examples of these hacking tools being Metasploit, Netcat, Nessus, but can also include other software which can -

- Perform scanning and reconnaissance of the network, devices or application,
- Pilfer data out of the HMCTS network, e.g. TOR
- Crack/break passwords,
- Crack Wi-Fi, or decrypt packets of traffic.
- Share files, e.g. P2P File sharing software, like Torrent, Edonkey.

**If you require use of a software that has the above characteristics and could be classed as a “hacking tool”, please request permission from your local Security Team. Failure to do so may result in suspension and revocation of access to HMCTS data and information systems.**

### 12.4 Off-boarding Leavers Checks

Upon leaving the programme, users must ensure that all HMCTS data and documents held on their personal device(s), are securely deleted. This includes all HMCTS information, keys, certificates, data and code. *The leaver may be asked to prove that all HMCTS related code, information and documents have been deleted. As noted in the policy, the use of a separate dedicated BYOD account for HMCTS data and applications is recommended to prevent deletion of non-HMCTS data upon off boarding.*

**Device inspections will be performed in the presence of the device owner or a nominated deputy.**



## 13 Annex C Audit Register

Full name	
Team	
Manager	
BYOD Owner (Self/ agency / supplier)	
Device manufacturer	
Operating System Name and version	
Date	

### 13.1 On-boarding / Regular Spot Check

Check	Comments / Results
OS version and patches	
HDD encryption	
Strong password (min 12 characters)	
Firewall (local)	
AV solution	
AV version (version must be current, no older than 3 months) & Definitions	
Installed software	
Separate HMCTS programme standard user account (not Administrator)	

### 13.2 Off-boarding / leavers' checks

Check	Comments / Results
Delete User account (if a separate account exists on device for HMCTS)	
Delete outlook account and/or .pst files	
Check documents and download folders for programme code, data, etc.	
Delete HMCTS VPN configuration (if applicable)	
Delete Programme data from backups (if any)	
Empty the recycle bin	

Schedule 2 - Service Providers Tender

Court Appointed Intermediary Service  
Approved Service Provider Framework

Experience Record Template

Introduction

This template is for individuals seeking to provide intermediary services under the Court Appointed Intermediary Services (CAIS) Approved Service Provider (ASP) framework, and who meet the minimum qualification and experience standards as set out in the Service Specification.

1. Please indicate the type(s) of jurisdictional experience that you are relying upon (tick all that apply):

Family	<input checked="" type="checkbox"/>	Civil	<input type="checkbox"/>
Crime	<input checked="" type="checkbox"/>	Tribunals	<input type="checkbox"/>

Please note that your application will be evaluated in the context of the jurisdictions indicated above. If you indicate jurisdictional experience that is not evidenced your bid may be rejected.



## **Schedule 3 - Award Process**

- 1.1 If a Commissioning Body wishes to source Services through the Framework Agreement then it may satisfy its requirements by directly awarding a Call-Off Contract in accordance with the procedure laid down in this Schedule 3.
- 1.2 The Commissioning Body shall:
- (a) (if required) prior to contacting any Service Provider, ensure that the judge presiding over the proceedings has consented to the appointment of an intermediary:
  - (b) consider whether the needs of the individual are such that they require an intermediary with specific skills/expertise that can only be provided by certain Service Providers. If this is the case, the Commissioning Body shall contact a Service Provider who has confirmed that they are able to meet those requirements (either via published information and guidance, or via direct enquiry);
  - (c) contact a Service Provider and provide them with the details of the Service required using the Assessment Booking Form, the Service Provider shall respond to the Assessment Booking Form in accordance with the requirements of clause 4 of the Framework Agreement;
  - (d) in the event that only one Service Provider was contacted, and is unavailable to provide the Services, the Commissioning Body shall send an Order to an alternative Framework Provider(s) which it believes can fulfil its requirements;
  - (e) repeat the process set out in paragraph 1.2(d) until a Service Provider confirms that the Order can be fulfilled or there are no further Framework Providers qualified to fulfil it.
  - (f) if appropriate, contact multiple Service Providers and follow the process as set out in paragraph 1.2(c) above.

## **Schedule 4 - Framework Agreement Recurring Application Process**

### **1 Introduction**

- 1.1 This Framework Agreement is a Dynamic Framework and is a hybrid of a framework agreement and a dynamic purchasing system. As such, the Framework Agreement will be re-opened at six (6) month intervals for the admission of new Service Providers who qualify against the Selection and Award Criteria outlined in Schedule 14 of the Framework Agreement.
- 1.2 All potential Service Providers who successfully meet the Selection and Award Criteria outlined in Schedule 14 will be appointed to the Framework Agreement. Once a potential Service Provider is appointed to the Framework Agreement, then they are eligible to receive Admission Booking Forms and Attendance Booking Forms from the Authority or a Commissioning Body.
- 1.3 A Service Provider may not hold a place on the Managed and Approved Service Provider Framework Agreement. If the Service Provider is appointed to the Managed and Approved Service Provider Framework Agreement, the Service Provider's appointment to the Approved Service Provider Framework Agreement shall automatically terminate.
- 1.4 Any Service Provider transferred to the Managed and Approved Service Provider Framework Agreement shall provide Services for the remaining term of the Approved Service Provider Framework Agreement.
- 1.5 Existing Approved Service Providers will not be required to reapply for their place on the Framework Agreement.

### **2 Framework Agreement Recurring Application Process**

- 2.1 Subject to paragraph 2.6 below, the Authority shall re-open the Framework Agreement to potential Service Providers every six (6) months from the anniversary of the Framework Services Commencement Date.
- 2.2 The Authority shall advertise the opportunity six (6) months from the Services Commencement Date for a period of fourteen (14) days ("Framework Recurring Application Process Period").
- 2.3 Potential Service Providers may request a copy of the ITT from the Authority and may submit a tender in accordance with the requirements and deadlines detailed in the ITT.

- 2.4 If the Service Provider successfully meets the Selection and Award Criteria, it shall be appointed to the Approved Service Providers Framework Agreement for the remaining term of the Framework Agreement.
- 2.5 A Service Provider may request a copy of the ITT for the Approved Service Providers Framework Agreement during the Framework Recurring Application Period. If a Managed & Approved Service Provider is successful in its application for admission to the Approved Service Providers Framework, then its appointment to the Managed & Approved Service Provider Framework Agreement shall automatically terminate.
- 2.6 The Framework Agreement shall not be reopened to potential Approved Service Providers six (6) months from the end of the term of the Framework Agreement or where the Authority has exercised its right to extend, six (6) months from the end of the extended Framework Agreement term.
- 2.7 A Service Provider appointed to the Approved Service Provider Framework under this Schedule 4 shall provide Services for the remaining term of the Approved Service Provider Framework Agreement.

## Schedule 5 - Pricing and Payment

### 1. PRICE

- 1.1 The Price payable to the Service Provider by the Authority for the full and proper performance by the Service Provider of its obligations under the Framework and any Call Off Agreement shall be calculated in accordance with this Schedule. For the avoidance of doubt, no further amounts shall be payable by the Authority in respect of such performance.
- 1.2 The Service Provider shall be expected to provide the Services (either in person or virtually as directed by the Venue) at any time and date when a Venue holds a Hearing.
- 1.3 Work commissioned for HMCTS through the Legal Aid Agency (LAA) Prior Authority route for Assessments and Hearing Services will be paid through HMCTS in accordance with this Schedule.
- 1.4 Cases managed by the Legal Aid Agency Very High Costs Cases (VHCC) and conferences with legal representatives will be paid in accordance with the rates outlined in this Schedule but will be paid and processed by the Service User's legal representatives.

### 2. ASSESSMENT SERVICE

- 2.1 The maximum price payable to the Service Provider by the Authority for Assessment Services will be in accordance with the rates and limitations contained within Table 1.

#### 2.2 Table 1 – Assessment Service Maximum Charges

Service Component	Unit of Measure	Limitations	Maximum Rate
Reading and Preparation	Hour	Maximum of 4 hours (unless subject to the Exception Process at paragraph 5)	£39.92
Assessment Attendance	Hour	Maximum of 6 hours	£39.92
Report Writing	Hour	Maximum of 6 hours	£39.92
Travel Time	Hour		£17.32

### 3. HEARING SERVICES

- 3.1 The maximum price payable to the Service Provider by the Authority for Hearing Services will be in accordance with the rates and limitations contained within Table 2.

3.2 **Table 2 – Hearing Service Maximum Charges**

<b>Service Component</b>	<b>Unit of Measure</b>	<b>Limitations</b>	<b>Maximum Rate</b>
Reading and Preparation	Hour	Maximum of 4 hours (unless subject to the Exception Process at paragraph 5)	£39.92
Travel Time	Hour		£17.32
Attendance – Full Day	Per Full Day	Applies to Attendance over 4 hours	£319.36
Attendance – Half Day	Per Half Day	Applies to Attendance up to 4 hours	£159.68

**4. EXCEPTION PROCESS**

- 4.1 Charges for Reading and Preparation for Assessment Services and Hearing Services are subject to the exception process at paragraphs 4.2 to 4.3.
- 4.2 Where practicable and without detriment to the fulfilment of short notice bookings, the Service Provider must not exceed the Limitations for Reading and Preparation time contained within tables 1 and 2 without prior written approval from the Authority.
- 4.3 Where prior written approval would cause service failure or non-fulfilment, the Service Provider must notify the Authority in writing that it has exceeded the Limitations, as soon as reasonably possible within Normal Working Hours.

**5. CANCELLATION AND CURTAILMENT**

- 5.1 Where the Service Provider is notified of an Attendance Service Cancellation in the three working days preceding the first cancelled day, or a or Curtailment on or after the Services Commencement Date, the maximum charges contained within Table 3 apply:



## 5.2 Table 3 – Cancellation and Curtailment Charges

Service Component	Unit of Measure	Limitations	Maximum Rate
Hearing Cancellation	Per day cancelled	Applicable only within three (3) Working Days, applies up to a maximum of three (3) Attendance – Full Day charges for booked days	£319.36
Curtailment	Per day curtailed	Applicable on or after the Services Commencement Date, applies up to a maximum of three (3) Attendance – Full Day charges for booked days	£319.36

5.3 The rates contained within Table 3 will be the only charges for Hearing Cancellation and Curtailment, unless otherwise directed by the Authority at its discretion.

5.4 No charges will be applied for Amendments to Bookings prior to the Services Commencement Date (i.e. the first day of a hearing).

5.5 When a Booking is handed over from one Service Provider to another, the incumbent Service Provider cannot claim additional charges for any handover time. The new Service Provider may include this time as part of their case preparation time allowance. Further information is included in the Specification.

## 6. TRAVEL AND SUBSISTENCE CHARGES

6.1 For the initial six (6) month period, measured from the Framework Service Commencement Date, the maximum rate for accommodation contained within Table 4 does not apply. During this period the Service Provider will report actual accommodation costs to the Authority in accordance with Schedule 10 – Management Information and Reporting.

6.2 Unless 7.1 applies, the Service Provider is responsible for ensuring that they do not exceed the maximum Travel and Subsistence charges contained within Table 4 without the prior written approval of the Authority, and that receipts are retained for payment assurance purposes.

6.3 The Service Provider must ensure that all claims for Travel and Subsistence charges comply with the guidance contained within Annex A.

6.4 **Table 4 – Maximum Travel and Subsistence Charges**

<b>Service Component</b>	<b>Unit of Measure</b>	<b>Maximum Rate</b>
Accommodation	Per night (including breakfast)	£115 within the M25.  £100 in Birmingham, Liverpool, Leeds, Manchester, Newcastle, Edinburgh & Glasgow  £80 for the rest of England, Wales and Scotland
Day Subsistence	Per day	£4.25 for 5-8 hours, £9.30 for more than 8 hours
Night Subsistence	Per night	£26 when in hotel accommodation only
Travel Costs	Actual costs incurred	Public Transport must be standard class, receipts retained. Travel by air or taxi subject to prior approval. Travel by car, motorcycle or bicycle can be billed at the following rates: £0.24 per mile for motorcycle, £0.20 per mile for bicycle, £0.45 per mile for car

## **7. PRICE REVIEW**

- 7.1 The Service Provider may not exceed the maximum charges contained within this schedule without the Parties having first completed the Framework Variation Procedure at Schedule 13.
- 7.2 The introduction of a Notice of Variation to amend the maximum charges within this schedule may only be proposed by the Authority at its sole discretion.
- 7.3 Any variation to the Framework Agreement, including this schedule, shall be implemented in accordance with Schedule 13 of the Framework Agreement.
- 7.4 The provisions of this paragraph 7 shall apply during any Extension. No adjustments will be made to the Price during any Extension, save where these are in accordance with this paragraph 7.

## **8. EXPENSES AND OVERHEADS**

- 8.1 Unless specifically referred to in the Call-Off Contract, the Authority shall not be liable for any expenses incurred by the Service Provider in connection with the delivery of the Services or the performance of its obligations under the Call-Off Contract.
- 8.2 The Authority shall not pay the Service Provider's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and

other costs not specifically and directly ascribable solely to the provision of the Services.

**9. INDEXATION**

- 9.1 With the exception of the Administration Charge (Table 1), the maximum rates in Tables 1, 2 and 3 shall be indexed in accordance with the Office for National Statistics Consumer Price Index (CPI) on the first anniversary of the Framework Commencement Date and on each anniversary of the Framework Service Commencement Date thereafter.
- 9.2 Indexed maximum rates will be calculated in accordance with the anniversary of the Framework Commencement Date, and effective from the anniversary of the Framework Service Commencement Date.

## **PART B – INVOICING**

### **10. PAYMENT AND VAT**

#### **10.1 In respect of all invoices:**

- (a) the Service Provider shall submit one invoice for each purchase order in arrears, or as otherwise agreed in writing with the Authority;
- (b) Each invoice shall reflect a collation of completed Services up to the date of submission and shall be accompanied with the supporting Invoice and Management Information data as referenced in Schedule 10 - Management Information (MI03).

10.2 The Service Provider shall add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Service Provider fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Service Provider any additional VAT.

10.3 All Service Provider invoices shall be expressed in sterling or any other currency which is Approved by the Authority.

10.4 The Service Provider shall work with the Authority and its nominated agent to agree an electronic invoice format which meets the requirements of a Valid Invoice described in paragraph 10.5

10.5 If the minimum requirements outlined below are not provided the invoice will be returned to the Service Provider in accordance with paragraph 10.6

- (a) the Service Provider's full name, address, contact information and title of the Framework – CAIS Approved Service Provider Framework Agreement;
- (b) the date of invoice, invoice reference number and corresponding remittance reference number;
- (c) in respect of each Booking:
  - (a) The name, address and cost centre of the Venue;
  - (b) Blanket Purchase Order Number or Purchase Order Number;
  - (c) Booking Reference Number with a clear description of the services, along with the dates the service was provided and supporting evidence as required by the Authority;
  - (d) The Price payable by the Authority for each service component;
  - (e) the value of the total charges;
  - (f) the amount of any VAT or sales tax payable by the Authority.

10.6 The Authority shall not pay an invoice which is not a Valid Invoice.

10.7 Subject to paragraph 10.5, the Authority shall pay all undisputed sums due to the Service Provider within thirty (30) days of receipt of a Valid Invoice. The Service Provider shall send all invoices to the Authority's finance team at the following address (or such other address as the Authority may advise):

Postal address: SSCL, PO Box 745, Newport, Gwent, NP10 8FZ

Email address: [APinvoices-CTS-U@sscl.gse.gov.uk](mailto:APinvoices-CTS-U@sscl.gse.gov.uk)

- 10.8 Any changes to the Authority finance team will be notified to the Service Provider who will make the required change at no cost to the Authority.
- 10.9 If the Authority pays the Service Provider prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.
- 10.10 Any late payment of undisputed invoices by the Authority will be subject to interest at the annual rate of a maximum of 5% above the base rate from time to time of the Bank of England. The Parties agree that this paragraph 10.8 is a substantial remedy for late payment of any sum payable under this Agreement for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998

## **11. VAT INDEMNITY**

- 11.1 The Service Provider shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under the Contract. Any amounts due under this paragraph 12 shall be paid by the Service Provider to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.

## **Annex A – Travel and Subsistence Guidelines**

The Authority requires that those engaged in delivering public services ensure that public money and other resources are used properly and efficiently, in accordance with the Civil Service Code. Whilst our delivery partners across the justice sector may not be civil servants, we expect similar key principles to apply to claims for travel and subsistence:

- Only costs which are necessary and genuine expenditure should be reimbursed
- Reimbursement should be limited to actual costs only (within limits set by the department)
- All claims for expenses must be receipted and recorded for audit purposes
- The Authority retains audit rights to review claims on the basis of risk, quantum, nature of expense, or random selection
- Service Providers should oversee the frequency of travel and associated expenses in the first instance

Service Providers must ensure that their Staff adhere to the principles and restrictions contained within this Annex A, and the Service Provider's own policies should reflect its contents.

1. Travel and associated costs should be minimised where possible
2. Standard class public transport is to be used by default, with approval required for exceptional expenses (e.g. first/business class travel, taxi expenses etc.)
3. Accessibility and disability requirements must be taken into consideration.
4. Travel should be pre-booked where possible
5. Travellers should make maximum use of travel facilities that offer best value for money e.g. timed trains, railcards, low cost day returns, booking single tickets, season tickets where these are most cost effective.
6. Fines (including speeding offences), excessive parking, and clamping charges incurred during the course of business will not be reimbursed
7. Mileage claims may only be claimed where the correct business use insurance cover is in place
8. Claims for alcohol or cigarettes will not be reimbursed
9. Travel time and mileage claims should be based on the shortest distance between home (or office-based location) and the service delivery location
10. The Authority is not able to provide advances for travel costs or tickets
11. Claims for entertainment, hospitality or gifts will not be reimbursed
12. Tips and gratuities paid by Staff will not be reimbursed

## **Schedule 6 - Key Personnel**

### **The Authority's Key Personnel are:**

Matthew Brackley, Commercial Contract Manager ("**CCM**") who will be responsible for overall commercial management of this Contract.

Kuljinder Howells, Contracted Service Manager, a National Contract Manager ("**NCM**") who will be responsible for the overall operational management of this Contract.

Julie Parkin, Head of Contracted Services, a Senior Business Owner ("**SBO**") who will be responsible for overall operational management of this Contract.

### **The Approved Service Provider's Key Personnel are:**

Louise Harte, the Contracts Manager ("**CM**") who shall be the single point of contact for the Authority and who shall have overall responsibility for the Service Provider's management of the Framework Agreement.

## Schedule 7 - Call-off Terms and Conditions

### Call Off Terms and Conditions

#### A GENERAL

##### A1 DEFINITIONS

A1.1 In this Call-Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out below (Definitions) or in the relevant Call Off Schedule.

A1.2 If a capitalised expression does not have an interpretation in the Call-Off Contract, it shall have the meaning given to it in the Framework Agreement.

**Affected Party** means the Party seeking to claim relief in respect of a Force Majeure Event.

**Assessment** means the initial assessment of a Service User carried out by the Service Provider as part of the Services provided to the Authority under the Call-Off Contract.

**Call-Off Contract** means these terms and conditions, the attached Schedules, the terms and conditions of the Approved Service Provider Framework Agreement and schedules and any other provisions the Parties expressly agree are included.

**Change** means a change in any of the terms or conditions of the Call-Off Contract.

**Change in Law** means any change in Law which affects the performance of the Services which comes into force after the Services Commencement Date.

**Control** means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by Call-Off Contract or otherwise) and “**Controls**” and “**Controlled**” are interpreted accordingly.

**Copyright** means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**Crown** means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers, Government departments, Government offices and Government agencies and “**Crown Body**” is an emanation of the foregoing.

**DOTAS** means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.



**Equipment** means the Service Provider's equipment, consumables, materials and such other items supplied and used by the Service Provider in the delivery of the Services.

**Extension** means as it is defined in clause A4.3.

**Financial Year** means the period from 1<sup>st</sup> April each year to the 31<sup>st</sup> March the following year.

**Force Majeure Event** means any event outside the reasonable control of either Party affecting its performance of its obligations under the Call-Off Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of Government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Service Provider or the Staff or any other failure in the Service Provider's supply chain, the Covid 19 pandemic or the United Kingdom's exit from the EU.

**Framework Agreement** means this Framework Agreement.

**General Anti-Abuse Rule** means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

**Good Industry Practice** means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**Government** means the government of the United Kingdom.

**Government Buying Standards** means the standards published here:

*<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>*

**Halifax Abuse Principle** means the principle explained in the CJEU Case C-255/02 Halifax and others.

**HMRC** means HM Revenue & Customs.

**Intellectual Property Rights** means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**ITEPA** means the Income Tax (Earnings and Pensions) Act 2003.

**Know-How** means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

**Law** means law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply.

**NICs** means National Insurance Contributions.

**Occasion of Tax Non-Compliance** means:

- (a) any tax return of the Service Provider submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
  - i) a Relevant Tax Authority successfully challenging the Service Provider under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - ii) the failure of an avoidance scheme which the Service Provider was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Service Provider submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Services Commencement Date or to a civil penalty for fraud or evasion.

**Prohibited Act** means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - i) induce that person to perform improperly a relevant function or activity; or
  - ii) reward that person for improper performance of a relevant function or activity;

- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Call-Off Contract;
- (c) an offence:
  - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
  - ii) under legislation or common law concerning fraudulent acts (including offences by the Service Provider under Part 3 of the Criminal Finances Act 2017); or
  - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

**Regulatory Body** means a Government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Call-Off Contract or any other affairs of the Authority.

**Relevant Tax Authority** means HMRC or, if applicable, a tax authority in the jurisdiction in which the Service Provider is established.

**Replacement Service Provider** means any third-party Service Provider appointed by the Authority to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Call-Off Contract.

**Service User** has the meaning given in the Specification.

**Services** means the court appointed intermediary services to be provided by the Service Provider as detailed in the Assessment Booking Form and/or Hearing Booking Form.

**SSCBA** means the Social Security Contributions and Benefits Act 1992.

**Term** means the period detailed in clause A4

**Venue** means the court, tribunal or other location where the Services are to be supplied as set out in the Specification.

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

## **A2      Position of the Service Provider**

- A3.1      The Service Provider is an independent Contractor and nothing in the Call-Off Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party except as expressly permitted by the Call-Off Contract.
- A3.2      The Service Provider shall not (and shall ensure that any other person engaged in relation to the Call-Off Contract shall not) say or do anything that might lead another person to believe that the Service Provider is acting as the agent or employee of the Authority.

## **A3      Mistakes on Information**

The Service Provider is responsible for the accuracy of all documentation and information supplied to the Authority in connection with the Services and shall pay the Authority any extra costs which the Authority may incur due to any discrepancies, errors or omissions.

## **A4      Term of this Call-Off Contract**

- A4.1      The Call-Off Contract starts when the Authority (including a Venue) confirms to the Service Provider that it has accepted the Quotation by sending a the Call-Off Contract terms and conditions to the Service Provider to the Service Provider ("**the Services Commencement Date**").
- A4.2      The Call-Off Contract ends when the Service Provider has provided the Services unless it is terminated early in accordance with the terms of the Call-Off Contract or the Framework Agreement ("**the End Date**").
- A4.3      The Call-Off Contract may be extended ("**the Extension**") in the event that the Authority requires further Services from the Service Provider and requests an amended Quotation from the Service Provider.

# **B.    THE SERVICES**

## **B1      General**

- B1.1      In consideration of the Service Provider's performance of its obligations under the Call-Off Contract the Authority shall pay the Service Provider the Price in accordance with clause C1 and Schedule 5 of the Framework Agreement.
- B1.2      These terms and conditions shall apply to the provision of the Services by the Service Provider along with the Approved Service Provider Framework Agreement and no other terms and conditions shall apply.

## **B2 How the Service Provider will provide the Services**

- B2.1 The Service Provider shall perform all Call-Off Contracts in accordance with:
- (a) the requirements of this Call-Off Contract; and
  - (b) the terms and conditions of the Framework Agreement (including schedules).
- B2.2 The Service Provider shall at all times comply with the Specification and, where applicable, shall maintain accreditation with the relevant authorisation bodies.
- B2.3 The Service Provider shall perform its obligations under the Call-Off Contract in accordance with the Law and Good Industry Practice.
- B2.4 The Service Provider acknowledges that the Authority relies on the skill and judgment of the Service Provider in the supply of the Services and the performance of the Service Provider's obligations under the Call-Off Contract.
- B2.5 The Service Provider shall (where appropriate):
- (a) ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services;
  - (b) ensure that all Staff are properly supervised; and
  - (c) comply with the standards and requirements set out the Specification.
- B2.6 The Authority may inspect the manner in which the Service Provider supplies the Services at the Venue during normal business hours and reserves the right to carry out checks without providing prior notice to the Service Provider.
- B2.7 If reasonably requested to do so by the Authority, the Service Provider shall co-ordinate its activities in supplying the Services with those of the Authority and other Service Providers engaged by the Authority.
- B2.8 Due to the nature of the Services, timely supply is of the essence of the Call-Off Contract, including commencing the supply of the Services within the time agreed or on a specified date or at a specified tribunal or hearing. If the Service Provider fails to supply the Services within the time specified by the Authority or a Commissioning Body, the Authority is released from any obligation to pay for the Services and may terminate the Call-Off Contract, in either case without prejudice to any other rights and remedies of the Authority.
- B2.9 If the Authority informs the Service Provider in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Call-Off Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Service Provider shall (if requested to do so by the Authority) at its own expense re-schedule and carry out the Services in accordance with the requirements of the Call-Off Contract within such reasonable time as may be specified by the Authority.

### **B3 Equipment**

The Service Provider shall provide all the Equipment and resources necessary for the supply of the Services except where agreed otherwise with the Authority.

### **B4 Staff**

B4.1 The Authority may, by notice to the Service Provider, refuse to admit onto, or withdraw permission to remain on, the Authority's Venue:

- (a) any member of Staff; or
- (b) any person employed or engaged by the Service Provider

whose admission or continued presence at the Venue would, in the Authority's reasonable opinion, be undesirable.

B4.2 The Authority shall maintain the security of the Venue in accordance with its standard security requirements. The Service Provider shall comply with all security requirements of the Authority while at the Venue and ensure that all Staff comply with such requirements.

B4.3 The Authority may search any persons or vehicles engaged or used by the Service Provider at the Venue.

B4.4 The Service Provider shall ensure that all Staff who have access to the Venue have been cleared in accordance with the Specification.

B4.5 The Service Provider shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:

- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
- (b) provide documents, records or other material in whatever form which the Authority may reasonably request or which may be requested on the Authority's behalf, for the purposes of an investigation.

## **C. PAYMENT AND PRICE**

### **C1 Payment**

C1.1 The Authority shall pay the Price for the Services provided by the Service Provider and any Travel and Subsistence Charges once the Services have been completed in accordance with the terms of the Call-Off Contract and the Authority is in receipt of a Valid Invoice from the Service Provider.

C1.2 The Authority shall pay all Valid Invoices in accordance with Schedule 5 of the Framework Agreement.

- C1.3 The Price payable during any Extension shall be calculated in accordance with Schedule 5 of the Framework Agreement.

## **D. INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

### **D1 Data Protection and Privacy**

- D1.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause D2 and Schedule 12 (Data Processing) of the Framework Agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- D1.2 When processing Personal Data under this Call-Off Contract, the Parties shall process that Personal Data in accordance with the requirements of Schedule 10 of the Framework Agreement.
- D1.3 The provisions of this clause and Schedule 11 (Data Processing) of the Framework Agreement shall apply during the continuance of the Framework Agreement and indefinitely after its expiry or termination.

### **D2 Intellectual Property Rights**

- D2.1 All Intellectual Property Rights in any Assessment or other reports or materials produced by the Service Provider ("the **IP Materials**") shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen).
- D2.2 Service Provider shall not use or disclose any IP Materials without Approval except where necessary for performance of its obligations under the Call-Off Contract.
- D2.3 The Service Provider hereby assigns:
- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Call-Off Contract or (in the case of rights arising after the date of the Call-Off Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Service Provider; and
  - (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials

and shall execute all documents and do all acts as are necessary to execute these assignments.

- D2.4 The Service Provider shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Call-Off Contract;
- (b) ensure that the third-party owner of any Intellectual Property Rights that are used to perform the Services grants to the Authority a non-exclusive licence to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same.
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E1.3, except to the extent that any such claim results directly from:
  - i) items or materials based upon designs supplied by the Authority; or
  - ii) the use of data supplied by the Authority which is not required to be verified by the Service Provider under any provision of the Call-Off Contract.

## **E. HOW THE CALL-OFF CONTRACT WORKS**

### **E1 Can the Call-Off Contract be sub-contracted?**

- E1.1 The Service Provider shall not sub-contract or in any other way dispose of the Call-Off Contract or any part of it without the prior written permission of the Authority.
- E1.2 Notwithstanding clause E1.1, the Service Provider may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Service Provider (including any interest which the Authority incurs under clause C1 (Price and Payment)). Any assignment under this clause E1.6 is subject to:
  - (a) all related rights of the Authority under the Call-Off Contract in relation to the recovery of sums due but unpaid; and
  - (c) the Authority receiving notification under both clauses E1.10 and E1.11.
- E1.3 If the Service Provider assigns the right to receive the Price under clause E1.6, the Service Provider or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- E1.4 The Service Provider shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority can make payment.



- E1.5 Clause E1.2 – E1.4 continues to apply in all other respects after the assignment and shall not be amended without the prior written approval of the Authority
- E1.6 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Call-Off Contract or any part thereof to:
- (a) any contracting authority;
  - (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
  - (c) any private sector body which substantially performs the functions of the Authority
- provided that any such assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations under the Call-Off Contract.
- E1.7 Any change in the legal status of the Authority such that it ceases to be a contracting authority shall not, subject to clause E1.6, affect the validity of the Call-Off Contract which shall bind and inure to the benefit of any successor body to the Authority.

## **E2 Making Changes or Amendments to a Call-Off Contract**

- E2.1 The Parties may make a Change to the terms and conditions of a Call-Off Contract using the Framework Variation Procedure at Schedule 13 of the Framework Agreement.
- E2.2 Either Party or a Commissioning Body may request an Amendment by notifying the other Party in writing of the Amendment and by completing a Booking Change or Cancellation Form. The Party requesting the Amendment shall give the other Party sufficient information and time to assess the extent and effect of the requested Amendment. If the receiving Party accepts the Amendment it shall confirm it in writing to the other Party.
- E2.3 If the Service Provider is unable to accept an Amendment requested by a Commissioning Body, the Authority may:
- (a) allow the Service Provider to fulfil its obligations under the Call-Off Contract without the Amendment; or
  - (b) terminate the Call-Off Contract immediately except where the Service Provider has already delivered all or part of the Services or where the Service Provider can show evidence of substantial work being carried out to fulfil the requirements of the Call-Off Contract; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).
- E2.4 An Amendment takes effect only when the Booking Change or Cancellation Form has been validly executed by both Parties or as otherwise agreed by both Parties in writing.

- E2.5 The Service Provider is deemed to warrant and represent that the Change of Cancellation Form has been executed by a duly authorised representative of the Service Provider in addition to the warranties and representations set out in clause G2.

## **F. LIABILITIES**

### **F1 How much can the Parties be held responsible for?**

- F1.1 The liability of each Party under a Call-Off Contract shall be as detailed in clause 16 of the Framework Agreement.

### **F2 Tax**

- F2.1 If an Occasion of Tax Non-Compliance occurs, the Service Provider shall:
- (a) notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
  - (b) promptly give the Authority:
    - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
    - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- F2.2 If the Service Provider or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Call-Off Contract, the Service Provider shall:
- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
  - (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Service Provider or any Staff.
- F2.3 Any breach of clause F2 by the Service Provider shall be considered to be a Material Default by the Service Provider and in such an event the Authority may at its discretion take further action under clause G.

## **G. ENDING THE CALL-OFF CONTRACT**

### **G1 Termination or Cancellation**

- G1.1 The provisions of the Framework Provider shall apply in relation to termination of any Call-Off Contracts.
- G1.2 The Authority may notify the Service Provider of a Cancellation of the Services at any time and the provisions of Schedule 5 (Pricing and Payment) shall apply.

### **G2 Consequences of Expiry or Termination**

- G2.1 If the Authority terminates the Call-Off Contract under clause G2 and makes other arrangements for the supply of the Services the Authority may recover from the Service Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority.
- G2.2 Save as otherwise expressly provided in the Call-Off Contract:
- (a) termination or expiry of the Call-Off Contract shall be without prejudice to any rights, remedies or obligations accrued under the Call-Off Contract prior to termination or expiration and nothing in the Call-Off Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
  - (b) termination of the Call-Off Contract does not affect the continuing rights, remedies or obligations of the Authority or the Service Provider under clauses C1 (Payment and Price), D1 (Data Protection and Privacy), D2 (Intellectual Property Rights) and F1 (Tax).

### **G6 Disruption**

The Service Provider shall take reasonable care to ensure that in the performance of its obligations under the Call-Off Contract it does not disrupt the operations of the Authority, its employees or any other Call-Off Contractor employed by the Authority.

### **G7 Recovery**

- G7.1 On termination of the Call-Off Contract for any reason, the Service Provider shall at its cost:
- (a) immediately return to the Authority all Personal Data and IP Materials in its possession or in the possession or under the control of any permitted Service Providers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
  - (b) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Service Provider and/or the completion of any work in progress; and
  - (c) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of

adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Service Provider to conduct due diligence.

## **H GENERAL PROVISIONS**

### **H1 Dispute Resolution**

- (c) H1.2 If a dispute arises out of or in connection with this Call-Off Contract or the performance, validity or enforceability of it ("**Dispute**") the Parties shall follow the procedure set out in clause 26 (Resolving Disputes) of the Framework Agreement.

### **H2 Force Majeure**

- H2.1 A Party may claim relief under this clause H2 from liability for failure to meet its obligations under the Call-Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Service Provider in performing its obligations under the Call-Off Contract which results from a failure or delay by an agent or Sub-Contractor is regarded as due to a Force Majeure Event only if that agent or Sub-Contractor is itself impeded by a Force Majeure Event from complying with an obligation to the Service Provider.

### **H3 Notices and Communications**

- H3.1 Any notice or communication between the Parties shall be sent in accordance with clause 40 of the Framework Agreement.

### **H4 Conflicts of Interest**

- H4.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Authority under the Call-Off Contract. The Service Provider will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.
- H4.2 The Authority may terminate the Call-Off Contract immediately by notice and/or take or require the Service Provider to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Authority under the Call-Off Contract. The actions of the Authority pursuant to this clause H4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

## Schedule 8 – Performance

### 1. KEY PERFORMANCE INDICATORS (KPI)

- 1.1 Section 2 sets out the KPIs which the Parties agree shall be used to measure the performance of the Services by the Service Provider. The KPI and Target Performance Level for each KPI are defined in Table 1.
- 1.2 The Service Provider shall monitor its performance against each KPI and shall provide the Authority with a report detailing the level of service achieved in accordance with Schedule 10 – Management Information and Reporting.
- 1.3 The Service Provider shall implement all monitoring tools and processes necessary to measure and report on their performance against the KPIs. These reports will provide a sufficient level of detail to verify compliance with the KPIs.
- 1.4 The ‘date of receipt’<sup>3</sup> for performance management and Key Performance Indicators purposes will be considered as day zero. Any requests received after 17:00 on any given Working Day will be recorded as being received the next Working Day.
- 1.5 Annex 1 – Key Performance Indicators sets out the granular detail of the individual KPIs with corresponding reference codes and calculation steps.

### 2. KEY PERFORMANCE INDICATORS, TARGET PERFORMANCE LEVELS AND SERVICE FAILURES

**TABLE 1 – KEY PERFORMANCE INDICATORS**

KPI Number	KPI Name	KPI Description	Target Performance Level
1	Fulfilment of Accepted Bookings	A measure of the Service Provider’s success in fulfilling accepted Bookings	90%
2	Notification of Rejected bookings	A measure of the Service Provider’s success in notifying the Commissioning Body of the rejection of a Booking request within 2 Working Days	95%
3	Provision of Assessment Reports	A measure of the Service Provider’s success in providing Assessment Reports within 10 Working Days	90%

### 3. KPI FAILURES

- 3.1 Clause 18 of the Framework Agreement details the consequences of a KPI Failure.

---

<sup>3</sup> Receipt of the relevant booking form, notice, communication or complaint

- 3.2 In the event that the Service Provider fails to achieve any KPI in a reporting period (as required by Schedule 10 – Management Information and Reporting), the Authority reserves the right, at its discretion, to:
- 3.2.1 Discuss the failure, the reasons for the failure, and any remedial actions as part of the Checkpoint Meeting described in Schedule 9 – Governance;
  - 3.2.2 Request a meeting with the Service Provider's Contract Manager to discuss the failures and any remedial actions, in addition to the scheduled meetings described in Schedule 9 – Governance;
  - 3.2.3 Temporarily suspend the issue of work in accordance with clause 20; or
  - 3.2.4 Terminate the Framework Agreement in accordance with clause 18.

## Schedule 9 - Governance

### 1. INTRODUCTION

- 1.1 The Parties acknowledge that successful delivery of the Services and the Framework depends upon effective management by the Authority and the Service Provider, and the Service Provider acknowledges that the Authority places a high importance on contract management. This Schedule outlines the means by which the Authority and the Service Provider shall each discharge their respective governance functions and obligations under the Contract. For the avoidance of doubt, nothing in this Schedule 11 (including the participation of the Authority in any governance board) shall operate so as to fetter the rights of the Authority to make decisions and/or exercise its rights or discretion under the Contract

### 2. AUTHORITY'S MANAGEMENT STRUCTURE

- 2.1 The Authority shall appoint:
- (a) a Commercial Contract Manager ("**CCM**") who will be responsible for overall commercial management of this Contract;
  - (b) a Senior Business Owner ("**SBO**") who will be responsible for overall operational management of this Contract;
  - (c) a National Contract Manager ("**NCM**") who will be responsible for the overall contract management of this Contract;
- 2.2 Should the Authority's management structure change throughout the Contract Period, the Service Provider will be expected to be flexible and work in partnership with the Authority in respect of any such changes.

### 3. SERVICE PROVIDER'S MANAGEMENT STRUCTURE

- 3.1 The Service Provider shall nominate a Contracts Manager ("**CM**") who shall be the single point of contact for the Authority and who shall have overall responsibility for the Service Provider's management of the Contract.
- 3.2 Where the nominated CM is being replaced, the Service Provider shall appoint a suitably qualified person of equivalent experience as soon as possible and shall ensure any proposed change does not adversely affect the smooth operation of the Contract.

### 4. MANAGEMENT STRUCTURE: SUMMARY

- 4.1 A summary of the contract management structure of the Authority and the Service Provider is set out below.

Role Abbreviation	Role Title	Service Provider role or Authority role
CCM	Commercial Contract Manager	Authority
SBO	Senior Business Owner	Authority
NCM	National Contract Manager - HQ	Authority

CM	Contracts Manager / Intermediary	Service Provider
----	-------------------------------------	------------------

- 4.2 The Service Provider shall, by the Framework Commencement Date, have a clear internal mechanism in place for dealing with any issues relating to the Contract and/or the Services and a clear escalation process, on a local, regional and national level (as applicable) and provide the Authority with a clear and sufficiently detailed description of this mechanism by the Commencement Date.

## 5. CONTRACT GOVERNANCE

- 5.1 The Service Provider shall ensure that the CM attends the following meetings in accordance with the schedule of meetings set out in paragraph 5.8:

- (a) Checkpoint Meeting (as described in paragraph 5.2 below)
- (b) Annual Review Meeting (as described in paragraph 5.3 below)
- (c) Collaborative Forums (as described in paragraph 5.4 below)
- (d) Stakeholder Forums (as described in paragraph 5.5 below)

- 5.2 The remit of the **Checkpoint Meeting** shall include:

- (a) monitoring the Service Provider's compliance with its obligations under the Framework Agreement and any Call-Off Contracts;
- (b) monitoring the Service Provider's delivery and performance of the Services, including complaints, risks and issues; and
- (c) addressing incident and problem management, including the Service Provider's account management performance.

- 5.3 The remit of the **Annual Review Meeting** shall include:

- (a) monitoring the Service Provider's compliance with its obligations under the Framework Agreement and any Call-Off Contracts;
- (b) highlighting key successes and lessons learned from the previous 12 months;
- (c) agreeing a forward-looking approach for the subsequent 12 months;
- (d) discussion of annual trends, in complaints, risks and issues;
- (e) assessing the relationship between the Parties and current / new ways of working;
- (f) reviewing any commercial aspects of the Framework Agreement and any Call-Off Contracts; and
- (g) reviewing and agreeing any variations and changes to performance measures and targets.

- 5.4 The remit of the **Collaborative Forums** will include:



- (a) External factors that affect the provision of the services
- (b) Changes to legislation or policies that may affect the provision of the services
- (c) Discussion of trends in service delivery nationally
- (d) Discussion of risks and issues, and ways of working
- (e) Attendees from other Service Providers delivering similar or related services

5.5 The remit of the **Stakeholder Forums** will include:

- (a) Discussions with interested stakeholders including but not limited to representatives of the judiciary, the Legal Aid Agency, MoJ Policy, commissioning bodies and service users
- (b) Discussion of risks and issues, and ways of working

5.6 The meeting organiser will arrange for minutes to be taken at any of the meetings listed above and for the minutes to be promptly circulated after each meeting.

5.7 Unless otherwise agreed between the Parties, the agenda for all meetings shall be prepared and circulated ahead of the date of the relevant meeting.

5.8 The Service Provider is responsible for providing management information and reports in advance of the meetings in accordance with the requirements of Schedule 10 – Management Information and Reporting.

5.9 The attendees and meeting frequency of each of the above boards is set out below. In addition to the Service Provider representatives listed below, the Authority may, acting reasonably, require other Service Provider Staff to attend meetings from time to time, including senior representatives of the Service Provider's business.

Meeting Name	Who	Frequency
Checkpoint Meeting	CCM, NCM, CM	Monthly during the Implementation period (preceding Service Commencement).  Quarterly following service commencement.  The NCM will chair all meetings and be responsible for secretariat responsibilities.
Annual Contract Review Meeting	CCM, NCM, SBO CM	Annual.  The Senior Business Owner will chair all meetings and be responsible for secretariat responsibilities.
Collaborative Forum	CCM, NCM, CM  Includes representatives	Annual

	of other Service Providers	
Stakeholder Forum	CCM, NCM, CM	Ad hoc, as agreed between the parties

## **Schedule 10 - Management Information and Reporting**

### **1. MANAGEMENT INFORMATION AND OPEN BOOK DATA**

- 1.1 During the Framework Term and for a period of 6 years thereafter, the Service Provider shall maintain and retain the Open Book Data.
- 1.2 The Service Provider shall provide the Authority with the Management Information set out below in paragraph 1.3 at the frequency indicated therein, in an agreed format.
- 1.3 **Reporting Requirements**

MI Reporting Reference	Management Information Requirement	Frequency
MI01	<b>Performance Summary</b> A report detailing monthly performance against the Key Performance Indicators	Quarterly
MI02	<b>Service Backing Data</b> To include all the fields used to calculate the KPIs and also the other fields that are non-calculation, e.g. court name, client name, etc	Quarterly
MI03	<b>Invoice Data</b> To include all fields in relation to invoice submission, payment, rejections and incorrect invoices and to be submitted in accordance with Schedule 5 - Pricing and Payment.	Monthly
MI04	<b>Customer Service and Complaints</b> A report providing details and outcome of customer service queries and complaints.	Quarterly
MI05	<b>Declined Requests Report</b> A report containing details of rejected Bookings to supplement the calculation of KPI 2.	Quarterly
MI06	<b>Cancelled and Curtailed Booking Report</b> A report containing details of all Bookings that have been subject to Cancellation or Curtailment by the Service Provider, Commissioning Body or Authority.	Quarterly
MI07	<b>Security Clearances Report</b> A report evidencing DBS compliance <ul style="list-style-type: none"> <li>• The number of Intermediaries recruited</li> <li>• The number of DBS checks applied</li> <li>• The number of satisfactory DBS received</li> <li>• The number of unsatisfactory checks</li> </ul>	Quarterly – <b>Upon request if required</b>
MI08	<b>Accommodation Cost Report</b> A report detailing the accommodation costs incurred and the variance between rates paid and the maximum charges contained within Schedule 5, Table 4.	Quarterly for the initial 6 months

- 1.4 The minimum required reporting fields for the reports listed above are contained within Annex 1.
- 1.5 The Authority reserves the right to visit Service Provider sites to carry out verification audits in accordance with clause E9 (Audit) on Management Information provided.
- 1.6 The Service Provider commits to achieving continuous improvement and to support this, it shall have a process in place for reviewing opportunities and efficiency innovations.
- 1.7 Financial Management information will be shared with the Authority and its departments monthly where:
  - 1.7.1 Monthly means: no later than by close of play on the last working day of the Month following the end of the Month to which they relate, or as directed by the Authority.

## **2. MAINTENANCE AND RETENTION OF RECORDS**

- 2.1 The Service Provider shall retain and maintain all the records (including superseded records) referred to in paragraph 2.4 (together “**Records**”):
  - (a) in accordance with the requirements of Good Industry Practice;
  - (b) in chronological order;
  - (c) in a form that is capable of audit; and
  - (d) at its own expense.
- 2.2 The Service Provider shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 2.3 During the Framework Term and for a period of at least 6 years (or as directed by the Authority) following the expiry or termination of this Framework Agreement, the Service Provider shall maintain or cause to be maintained complete and accurate documents and all records in relation to the provision of the Services.
- 2.4 The Records to be kept by the Service Provider are:
  - (a) The Framework Agreement, any Call-Offs Contract, including all Schedules and all amendments to such documents;
  - (b) all other documents which this the Framework Agreement or any Call-Off Contract expressly requires to be prepared;
  - (c) records relating to the appointment and succession of the CM and each member of the Key Personnel;
  - (d) all operation and maintenance manuals prepared by the Service Provider for the purpose of maintaining the provision of the Services;
  - (e) all formal notices, reports or submissions made by the Service Provider to the Authority in connection with the provision of the Services;
  - (f) all certificates, licences, registrations or warranties in each case obtained

by the Service Provider in relation to the provision of the Services;

- (g) documents prepared by the Service Provider in support of claims for the Price;
- (h) documents submitted by the Service Provider pursuant to the Variation procedure.
- (i) documents submitted by the Service Provider pursuant to invocation by it or the Authority of the dispute resolution procedure set out in clause I1 (Dispute Resolution) or the Rectification Process in clause 23.9 of the Framework Agreement;
- (j) documents evidencing any change in ownership or any interest in any or all of the shares in the Service Provider where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest;
- (k) invoices and records related to VAT sought to be recovered by the Service Provider;
- (l) financial records, including audited and un-audited accounts of the Service Provider
- (m) records required to be retained by the Service Provider by Law, including in relation to health and safety matters and health and safety files and all consents;
- (n) all documents relating to the insurances to be maintained under this Framework Agreement and any Call-Off Contract and any claims made in respect of them; and
- (o) all other records, notices or certificates required to be produced and/or maintained by the Service Provider pursuant to this Contract and any Call-Off Contract.

## ANNEX 1 – Minimum Reporting Requirements

Annex 1 outlines the Minimum Reporting Requirements to support the production of Management Information required under this Framework. The Authority reserves the right to review and amend Annex 1 to support Contract and Service Delivery.

### MI01 – Performance Summary

Key Performance Indicator
KPI 1 - Fulfilment
KPI 2 - Notification of Rejected Bookings
KPI 3 - Quotation Provision
KPI 4 - Assessment Reports
KPI 5 - Management Information

### MI02 – Service Delivery

Service Provider and Booking Details	Service Provider Name
	Booking Form Receipt Date
	Service Provider Booking Reference Number
	Service Type (Assessment or Hearing)
	Hearing Type (leave blank for assessments)
	Commissioning Body (Solicitor's name / HMCTS)
	Blanket Purchase Order (BPO) Number
	HMCTS Case Reference Number
Venue	Jurisdiction
	Venue Name
	If Venue not listed, please specify
	Cost Centre
	Region
Legal Aid Agency References	Representation Order Number (leave blank if not applicable)
	MAAT Reference Number (leave blank if not applicable)
Service User	Vulnerability Category
	Vulnerability
	Details of other vulnerability or combination of vulnerabilities
Quotation and Booking	Quotation Value (£)
	Quotation Issued Date
	Booking Form Receipt to Quote (Days)

	Venue Quotation Approval Date
	Service Provider Booking Confirmation Date
Assessment or Hearing	Service start (Date)
	Service end (Date)
	Service Completed (Yes/No)
	In Person or Remote
	Preparation Time (Hours)
Assessments	Date of Assessment
	Assessment Duration (Hours)
	Assessment Report Writing (Hours)
	Assessment Exception (None, Advance, Retrospective)
	Assessment Exception Reason
	Assessment Report Submission Date
	Days from Assessment to Submission (replace if incorrect due to Bank Holiday)
Hearings	Hearing Duration (Half Days)
	Hearing Duration (Full Days)
Declined Requests, Referrals, Cancellations & Curtailments	Declined Booking (Yes/No)
	Declined Confirmation Date
	Booking Form Receipt to Declined Confirmation (Days)
	Declined Reason
	If other, provide reason
	Subsequent Declined Booking (Yes/No)
	Subsequent Declined Date
	Subsequent Declined Reason
	If other, provide reason
	Referred (Yes/No)
	Referred To
	Changes (Number)
	Cancelled by Commissioning Body (Yes/No)
	Curtailed (Yes/No)
	No. of Curtailment Days
Invoice and Pricing	Invoice Period
	Invoice Reference
	No. of Hours Prep
	Cost per Hour Prep
	Prep Total



	No. of hours Assessment
	Cost per hour Assessment
	Assessment Cost
	Admin Fee (for Assessments in Crime cases only)
	Hearing Costs
	T&S
	Net Amount
	VAT Amount
	Gross Invoice Value
	Difference From Quote
KPI Pass/Fail	KPI 1
	KPI 2
	KPI 3
	KPI 4 (for assessments only)

### MI03 – Invoice Data

Invoice Number
Invoice Period
Service Provider Name
Service Provider Booking Reference Number
Blanket Purchase Order (BPO) Number
HMCTS Case Reference Number
Venue Name
If Venue not listed, please specify
Cost Centre
Jurisdiction
Description of Service
Date of Service
Net Amount
VAT Amount
Gross Invoice Value

### MI04 Customer Service

Service Provider Booking Reference Number
HMCTS Case Number
Venue Name
If Venue not listed, please specify
Name of intermediary (if related to a specific Intermediary)

Received from <b>(Name)</b>
Category <b>(eg. feedback, query, conduct or quality issues)</b>
Date Raised
Date Closed
Age <b>(days)</b>
Older than three working days?
Query/Complaint
Summary of Issue
Was the complaint escalated to the Authority?
Was there an appeal?
Was the complaint upheld?
Final outcome

#### **MI05 – Declined Requests**

Date of Request
Type
HMCTS Case Reference Number
Venue Name
If Venue not listed, please specify
Requestor
Date Declined
Reason
If other, provide reason
Notification Period
KPI 2 Pass/Fail

#### **MI06 – Cancellations and Curtailments**

Service Provider Booking Reference Number
Service type
Jurisdiction
Venue Name
If Venue not listed, please specify
Date of assessment or hearing
Cancellation or curtailment?
Reason for cancellation or curtailment
If other, provide reason
Who notified you of the cancellation?
Date of notification

## Field Data Validation (Values)

Classification
Learning
Mental
Physical

Vulnerabilities
ADHA
Austistic spectrum disorder (inc Aspergers)
Dysarthria / Dyspraxia
Language Delay / disorder
Mild / moderate learning disabilities
Selective / elective mutism disorder
Severe learning disabilities
Anxiety
Bi-polar affective disorder
Dementia
Depression
Obsessive Compulsive Disorder
Personality disorder
Schizophrenia
Brain or Head injury (including stroke)
Cerebral Palsy
Deafness / hearing impairment (with concurrent vulnerability)
Dementia (including Alzheimer's disease)
Dysarthria/Dyspraxia (unclear speech)
Fluency (stammering/stuttering)
Neurological and progressive disorders (including motor neurone disease and Parkinson's disease)
Voice Disorders (including laryngectomy & tracheotomy)
Other/Combination

Region
Scotland
Wales
North West
North East
Midlands
South West
South East
London
RCJ

Hearing Type
Full trial
First Hearing
Evidence Only

Directions/Ground Rules/Case Mgmt
Other

Jurisdiction
Family
Civil
Crime
Tribunals

Declined Reasons
Insufficient Capacity
Short Notice
Specialism Not Covered
Intermediary Sickness
Other

Reasons for Cancellation/Curtailment
Hearing date changed
Hearing adjourned
Change of plea
Intermediary no longer required
Service User/Witness fails to attend
Other

Venue Name
54 Hagley Road (Birmingham Offices)
Aberdeen Tribunal Hearing Centre
Aberystwyth Justice Centre
Aldershot Justice Centre
Aldgate Tower (3rd Floor)
Alton Magistrates Court
Amersham Law Courts
Anglesey Shirehall
Arnhem House (Leicester Offices) Floor 1, 2, 5
Atlantic Quay Glasgow
Ashford Tribunal Hearing Centre
Aylesbury Crown Court
Aylesbury Walton Street
Ayr Social Security And Child Support Tribunal
Barkingside Magistrates Court
Barkingside Magistrates Court (1st Floor Offices)
Barnet Civil And Family Courts Centre
Barnsley Law Courts
Barnstaple Magistrates, County And Family Court
Barrow-In-Furness County Court And Family Court
Basildon Combined Court
Basildon Magistrates Court And Family Court
Basingstoke County Court And Family Court

Bath Magistrates, County And Family Court
Bedford And Mid Beds Magistrates Court And Family Court
Berwick Upon Tweed Magistrates Court
Beverley Magistrates Court
Bexley Magistrates Court
Bexleyheath Social Security And Child Support Tribunal
Birkenhead County Court And Family Court
Birmingham Civil And Family Justice Centre
Birmingham Crown Court
Birmingham Crown Court Annexe (4 Newton Street)
Birmingham Magistrates Court
Birmingham Magistrates Youth Court (52-56 Newton Street)
Birmingham Masshouse Lane
Blackburn County Court And Family Court
Blackburn Magistrates Court
Blackburn Social Security And Child Support Tribunal
Blackpool County Court And Family Court
Blackpool Magistrates Court
Blackpool Social Security And Child Support Tribunal
Blackwood Civil And Family Court
Bodmin County Court And Family Court
Bolton Combined Court
Bolton Social Security And Child Support Tribunal
Boston County Court And Family Court
Bournemouth Combined Court
Bradford And Keighley Magistrates Court And Family Court
Bradford Combined Court Centre
Bradford Tribunal Hearing Centre
Brentford County Court And Family Court
Bridlington Magistrates Court
Brighton County And Family Court
Brighton Hearing Centre
Brighton Magistrates Court
Brighton Tribunal Hearing Centre
Bristol Civil And Family Justice Centre
Bristol Crown Court
Bristol Magistrates Court
Bromley County Court And Family Court
Bromley Magistrates Court
Burnley Combined Court Centre
Burnley Magistrates Court
Burnley Social Security And Child Support Tribunal
Bury St Edmunds County Court And Family Court
Caernarfon Justice Centre
Camberwell Green Magistrates Court
Cambridge County Court And Family Court
Cambridge Crown Court
Cambridge Magistrates Court
Cannock Magistrates Court
Canterbury Combined Court Centre

Canterbury Magistrates Court
Cardiff Magistrates Court
Cardiff Civil And Family Justice Centre
Cardiff Crown Court
Cardiff Social Security And Child Support Tribunal
Carlisle Combined Court
Carlisle Magistrates Court
Carmarthen County Court And Family Court
Central Criminal Court
Central Family Court (First Avenue House)
Central London Employment Tribunal
Central Payments Office (Middleton Stoney)
Chelmsford County And Family Court
Chelmsford Crown Court
Chelmsford Magistrates Court And Family Court
Chelmsford Offices (Osprey House)
Cheltenham Magistrates Court
Chester Civil And Family Justice Centre
Chester Crown Court
Chester Magistrates Court
Chesterfield Magistrates
Chichester Combined Court Centre
Chichester Magistrates Court
Chorley Magistrates Court
City Of London Magistrates Court
Clerkenwell And Shoreditch County Court And Family Court
Colchester Magistrates Court And Family Court
Collection Enforcement Centre
Council Chamber-Tunbridge Wells Town Hall
Court Keepers House, Lavender Hill Magistrates Court
Coventry Combined Court Centre
Coventry Magistrates Court
Crawley Magistrates Court
Crewe (South Cheshire) Magistrates Court
Crown House (Loughborough Offices)
Croydon County Court And Family Court
Croydon Employment Tribunal
Croydon Magistrates Court
Cwmbran Magistrates Court
Cwmbran Offices (Gwent House)
Darlington County Court And Family Court
Darlington Magistrates Court And Family Court
Dartford County Court And Family Court
Derby Combined Court Centre
Derby Magistrates
Doncaster Justice Centre North
Doncaster Justice Centre South
Dudley Magistrates Court
Dundee Tribunal Hearing Centre
Durham Crown Court

Durham Justice Centre
Ealing Magistrates Court
East Berkshire Magistrates Court, Maidenhead
East Berkshire Magistrates Court, Slough
East London Family Court
East London Tribunal Hearing Centre
Edinburgh Employment Appeal Tribunal
Edinburgh Employment Tribunal
Edinburgh Social Security And Child Support Tribunal
Edmonton County Court And Family Court
Enfield Social Security And Child Support Tribunal
Exeter Combined Court
Exeter Magistrates Court - North And East Devon
Exeter Tribunal Hearing Centre
Field House Tribunal Hearing Centre
Fleetwood Magistrates Court
Folkestone Magistrates Court
Fox Court Sscs (Holborn Courts And Tribunals)
Gateshead Magistrates Court And Family Court
Glasgow Employment And Immigration Tribunals (Eagle Building)
Gloucester And Cheltenham County And Family Court
Gloucester Crown Court
Great Grimsby Combined Court Centre
Great Yarmouth Magistrates Court And Family Court
Grimsby Magistrates Court And Family Court
Guildford Crown Court
Guildford Magistrates Court And Family Court
Hamilton Social Security And Child Support Tribunal
Harlow Social Security And Child Support Tribunal
Harmondsworth Tribunal Hearing Centre
Harrogate Justice Centre
Harrow Crown Court
Hartlepool Magistrates Court And Family Hearing Court
Hastings Magistrates Court
Hatfield Magistrates Court
Hatton Cross Tribunal Hearing Centre
Havant Justice Centre
Haverfordwest County Court And Family Court
Hendon Magistrates Court
Hereford Crown Court
Hereford Magistrates Court
Hertford County Court And Family Court
Hertford Offices (County Hall)
High Wycombe Magistrates Court And Family Court
Highbury Corner Magistrates Court
Highland Rail House
Horsham County Court And Family Court
Hove Trial Centre
Huddersfield County Court And Family Court
Hull Magistrates Court

Hull Tribunal Hearing Centre
Huntingdon Law Courts
Inner London Crown Court
Inverness Employment Tribunal
Inverness Social Security And Child Support Tribunal
Ipswich County Court And Family Hearing Centre
Ipswich Crown Court
Ipswich Magistrates Court
Isles Of Scilly Magistrates' Court
Isle Of Wight Combined Court
Isleworth Crown Court
Kenfig Storage Unit
Kidderminster Magistrates Court
Kings Lynn Crown Court (& Magistrates)
Kingston Upon Thames County Court And Family Court
Kingston Upon Thames Crown Court
Kingston-Upon-Hull Combined Court Centre
Kirklees (Huddersfield) Magistrates Court And Family Court
Lancaster Crown Court
Lancaster Magistrates Court
Lavender Hill Magistrates Court (Formerly South Western Magistrates Court)
Leamington Spa Magistrates' Court
Leeds Civil Hearing Centre
Leeds Combined Court Centre
Leeds Employment Tribunal
Leeds Magistrates Court And Family Court
Leeds Social Security And Child Support Tribunal
Leicester County Court
Leicester Crown Court
Leicester Magistrates Court
Leicester Tribunal Hearing Centre
Level 4 Metro
Lewes Combined Court Centre
Lewes Castle Ditch Road
Lewis Building
Leyland Family Court
Lincoln County Court And Family Court
Lincoln Crown Court
Lincoln Magistrates Court
Liverpool Civil And Family Court
Liverpool Crown Court
Liverpool Social Security And Child Support Tribunal
Llandrindod Wells Magistrates And Family Court
Llandudno Magistrates Court
Llanelli Justice Centre
London Property Tribunal
Loughborough Court
Luton And South Bedfordshire Magistrates Court And Family Court
Luton Justice Centre



Luton Crown Court
Maidstone Combined Court Centre
Maidstone Magistrates Court And Family Court
Maidstone Offices (Gail House)
Manchester County And Family Court
Manchester Crown Court (Crown Square)
Manchester Crown Court (Minshull St)
Manchester Magistrates Court
Manchester Tribunal Hearing Centre - Alexandra House
Manchester Tribunal Hearing Centre - Piccadilly Exchange
Mansfield Magistrates And County Court
Margate Magistrates Court
Mayors And City Of London Court
Medway County Court And Family Court
Medway Magistrates Court And Family Court
Merthyr Tydfil Combined Court Centre
Mid And South East Northumberland Law Courts
Midlands (West) Employment Tribunal
Milton Keynes County Court And Family Court
Milton Keynes Magistrates Court And Family Court
Mold Justice Centre
Morris House (Loughborough Storage)
National Business Centre, Salford
Newcastle Civil & Family Courts And Tribunals Centre
Newcastle District Probate Registry
Newcastle Moot Hall
Newcastle Upon Tyne Combined Court Centre
Newcastle Upon Tyne Magistrates Court
Newcastle Upon Tyne Magistrates Court (Anderson House)
Newport (South Wales) County Court And Family Court
Newport (South Wales) Crown Court
Newport (South Wales) Magistrates Court
Newport Tribunal Centre - Columbus House
Newton Abbot Magistrates Court
Newton Aycliffe Magistrates Court And Family Court
North Shields County Court And Family Court
North Somerset Magistrates
North Somerset Magistrates (Queensway House)
North Staffordshire Justice Centre
North Tyneside Magistrates Court
Northampton Bulk Issue Centre
Northampton Crown Court, County Court And Family Court
Northampton Magistrates Court
Northampton Offices (Regents Pavilion)
Norwich Combined Court Centre
Norwich Magistrates Court And Family Court
Norwich Social Security And Child Support Tribunal
Nottingham County Court And Family Court
Nottingham Magistrates Court
Nuneaton Magistrates' Court

Oxford And Southern Oxfordshire Magistrates Court
Oxford Combined Court Centre
Peterborough Combined Court Centre
Peterborough Magistrates Court
Peterlee Magistrates Court
Plymouth As St Catherine's House
Plymouth Combined Court
Plymouth Magistrates Court
Pontypridd County Court And Family Court
Poole Magistrates Court
Port Talbot Justice Centre
Portsmouth Combined Court Centre
Portsmouth Magistrates Court
Portsmouth Probation Office
Prestatyn Justice Centre
Preston Combined Court Centre
Preston Crown Court
Preston Magistrates Court
Reading County Court And Family Court
Reading Crown Court
Reading Magistrates Court And Family Court
Reading Tribunal Hearing Centre
Redditch Magistrates Court
Reedley Magistrates Court And Family Court
Rochdale Social Security And Child Support Tribunal
Rolls Building
Romford County Court And Family Court
Romford Magistrates Court (Formerly Havering Magistrates Court)
Royal Courts Of Justice - Main Building
Royal Courts Of Justice - Queens Building
Royal Courts Of Justice - Thomas Moore Building
Royal Courts Of Justice - West Green Building
Rugeley Offices (Former Magistrates Court)
Runcorn Magistrates Court
Runcorn Rutland House
Salisbury Law Courts
Scarborough Justice Centre
Scunthorpe Magistrates' And County Court
Scunthorpe Magistrates Court Offices
Sefton Magistrates Court
Sevenoaks Magistrates Court And Family Court
Sheffield Combined Court Centre
Sheffield Employment Tribunal
Sheffield Family Hearing Centre
Sheffield Magistrates Court
Shrewsbury Justice Centre
Skipton Magistrates And County Court
Slough County Court And Family Court
Snaresbrook Crown Court
Snaresbrook Crown Court Annex

Snaresbrook Crown Court Outbuilding (Gate Lodge, House, Workshop)
South Tyneside Magistrates Court And Family Court
Southampton Combined Court Centre
Southampton Western Range And Barrack Block
Southend Combined - Crown, Mags, County And Family Courts
Southend County Court And Family Court
Southern House
Southwark Crown Court
St Albans Crown Court
St Albans Magistrates Court
St Helens County Court And Family Court
Stafford Combined Court Centre
Staines Magistrates Court And Family Court
Stevenage Magistrates Court
Stevenage Offices (Bayley House)
Stirling Tribunal Hearing Centre
Stockport Magistrates Court And Family Court
Stoke On Trent Tribunal Hearing Centre
Stoke-On-Trent Combined Court
Stratford Magistrates Court
Sunderland County Court
Sunderland County, Family, Magistrates And Tribunal Hearings
Sunderland Skillsworth Row
Sutton Social Security And Child Support Tribunal
Swansea Civil And Family Justice Centre
Swansea Crown Court
Swansea Magistrates Court
Swindon Combined Court
Swindon Magistrates Court
Tameside Magistrates Court
Taunton Crown, County And Family Court
Taunton Magistrates Court, Tribunals And Family Hearing Centre
Taylor House Tribunal Hearing Centre
Teesside Combined Court Centre
Teesside Magistrates Court
Telford County
Telford Magistrates Court
Thames Magistrates Court
Torquay And Newton Abbot County Court And Family Court
Torquay Magistrates Court
Truro Combined Court
Truro Magistrates Court
Twyver House
Uxbridge County Court And Family Court
Uxbridge Magistrates Court
Wakefield Civil And Family Justice Centre
Walsall County And Family Court
Walsall Magistrates Court
Wandsworth County Court And Family Court
Warrington Combined Court

Watford County Court And Family Court
Watford Tribunal Hearing Centre
Wellingborough Magistrates Court
Welshpool Magistrates Court
West Cumbria Courthouse
West Hampshire Magistrates Court
West London Family Court
Westminster Magistrates Court
Weymouth Combined Court
Wigan And Leigh Magistrates Court
Willesden County Court And Family Court
Willesden Magistrates Court
Wimbledon Magistrates Court
Winchester Combined Court Centre
Wirral Magistrates Court
Wolverhampton Ast- Norwich Union House, Wolverhampton
Wolverhampton Combined Court Centre
Wolverhampton Magistrates Court
Wolverhampton Scs - Waterloo Court, Wolverhampton
Wood Green Crown Court
Woolwich Crown Court
Worcester Combined Court
Worcester Magistrates Court
Worthing Magistrates And County Court
Wrexham Law Courts
Yarls Wood Immigration And Asylum Hearing Centre
Yeovil County, Family And Magistrates Court
York County Court And Family Court
York Crown Court
York Magistrates Court And Family Court

# **Schedule 11 – Data Protection and Information Assurance**

## **Part 1 – Data Protection**

### **1.1 Data Protection**

- 1.1.1 The contact details of the Authority's Data Protection Officer are: data.compliance@justice.gov.uk or Data Protection Officer, 102 Petty France, London, W1H 9AJ.
- 1.1.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the actual activity carried out by each of them under this Framework Agreement and any Call-Off Contract is the relevant factor under the Data Protection Legislation and this dictates whether a Party is a "Joint Controller" or a "Controller" or a "Processor" or if they are undertaking more than one role in respect of any Personal Data.
- 1.1.3 If a Party is a Controller, then it shall be responsible for its own compliance with the Data Protection Legislation and shall comply with independent control provisions in this Schedule 11.
- 1.1.4 Where a Party acts as a Processor in relation to Personal Data where the other Party is Controller, the Party who is a Processor shall comply and shall ensure that any sub-processor it appoints complies with the Processor's obligations in Schedule 11.
- 1.1.5 The Parties agree:
  - (i) The Authority is the Controller where:
    - (a) it processes Personal Data in order to commission the provision of Services: or
    - (b) it processes Personal Data relating to a Court Appointed Intermediary where that individual is self-employed: or
    - (c) where Personal Data relating to an individual which has been provided to the Authority by the Service Provider becomes part of a court file or otherwise used by the Authority for the provision of the Services.
  - (ii) The Service Provider is the Controller where it collects and processes Personal Data in order to provide the Services.

### **1.2 Independent Control Provisions**

- 1.2.1 Where the Approved Service Provider provides information to the Authority which contains Personal Data, the Approved Service Provider shall ensure that it has complied with the Data Protection Legislation when it collected the Personal Data and can lawfully and fairly disclose the Personal Data to the Authority.
- 1.2.2 In its own role as Controller, the Approved Service Provider needs to ensure that it has satisfied itself that it has a lawful basis for processing the Personal Data. To assist the Approved Service Provider to ensure that it is fairly processing the Personal Data. The Authority has provided the Consent Form at Annex 2 which the Approved Service Provider may wish to use to ensure that it has fulfilled its requirements in relation to processing Personal Data fairly. If it uses its own form,

the Approved Service Provider shall ensure that its own form complies with the fair processing requirements of the Data Protection Legislation.

1.2.3 Section 1 of the Courts Act 2003 gives the Lord Chancellor the power to ensure that there is an efficient and effective system to support the courts and that appropriate services are provided by the courts. The Authority considers that this is an appropriate service for it to provide and that this section provides the Authority with the lawful basis for provision of the Services and the processing of the Personal Data under Section 8 of the Data Protection Act 2018 (processing Personal Data that is necessary for the performance of a public task). Additionally, where the Service User is under 18, the Youth Justice and Criminal Evidence Act 1999 provides for the use of special measures in cases where vulnerable victims and witnesses are required to give evidence.

1.2.4 Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

1.2.5 Each Party shall promptly (and without undue delay) notify the other Party if in relation to any Personal Data processed by it as independent Controller in the performance of its obligations or the exercise of its rights under this Contract if:

- (i) it receives a complaint, notice or communication which relates to either Party's actual or alleged non-compliance with the Data Protection Legislation; or
- (ii) it becomes aware of a Personal Data Breach;

and shall provide the other Party with such assistance and cooperation as is reasonably requested by the other Party in order to address and resolve the complaint, notice, communication or Personal Data Breach.

1.2.6 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses") the Party responsible for the relevant breach shall be responsible for the Claim Losses.

1.2.7 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be appropriate for them to retain such Personal Data under applicable Data Protection Law Legislation and their retention policy.

### **1.3 Controller to Processor Clauses**

1.3.1 The Approved Service Provider may also be considered to be processing Personal Data on behalf of the Authority as Controller as detailed in the table at Annex 1.

1.3.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3.3 The Processor shall:

- (i) process Personal Data only in accordance with instructions from the Controller:

- (ii) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event and taking account of:

- (a) nature of the data to be protected;
- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures;

- (iii) ensure that:

- (a) the Processor Staff do not process Personal Data except in accordance with this Framework Agreement and any Call-Off Contract;
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Staff who have access to the Personal Data and ensure that they:
- (c) are aware of and comply with the Processor's duties under this clause;
- (d) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
- (e) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (g) do not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained.

1.3.4 The Processor shall notify the Controller immediately if it:

- (i) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (ii) receives a request to rectify, block or erase any Personal Data;
- (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Framework Agreement;
- (v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (vi) becomes aware of a Data Loss Event.

1.3.5 The Processor's obligation to notify under Clause 3.5 shall include the provision of further information to the Controller in phases, as details become available.

1.3.6 The Processor shall provide the Controller with full assistance in relation to and any complaint, communication or request made under the Data Protection Legislation (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (i) the Controller with full details and copies of the complaint, communication or request;
- (ii) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (iii) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (iv) assistance following any Data Loss Event;
- (v) assistance with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.3.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (i) the Controller determines that the processing is not occasional;
- (ii) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (iii) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.3.8 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.3.9 The Processor shall designate a Data Protection Officer if required by the Data Protection Legislation.

1.3.10 Before allowing any Sub-processor to process any Personal Data related to this Framework Agreement or any Call-Off Contract, the Processor must:

- (i) notify the Controller in writing of the intended Sub-processor and processing;
- (ii) obtain the written consent of the Controller;
- (iii) enter into a written agreement with the Sub-processor which have the same effect that these terms; and
- (iv) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

1.3.12 The Parties agree to take account of any guidance issued by the Information Commissioner's Office and amend this Framework Agreement or any Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.



## Annex 1 – Data Processing

Description	Details
Subject matter of the processing	The processing of information about Intermediaries, Service Users and the Authority / Commissioning Body is needed in order to ensure that the Service Provider can effectively deliver the Service of Court Appointed Intermediary Services.
Duration of the processing	<p>Personal Data shall be processed for the duration of the provision of the Services by the Service Provider. The Personal Data shall be retained for as long as necessary in order to provide those Services, comply with any legal requirements relating to the Personal Data and in order to comply with any requirements of the Framework Agreement.</p> <p>The Service Provider shall not use, retain or process any Personal Data beyond this period without approval, save for when the Service Provider is obliged to retain Personal Data by Law.</p>
Nature and purposes of the processing	<p>To complete Bookings made by the Commissioning Body / Authority to provide intermediary services to the service user.</p> <p>To collect and maintain information on Service Users for the purposes of producing assessments and supporting Service Users at hearings.</p> <p>To collect and maintain information on Intermediaries to establish suitability to conduct bookings under the CAIS.</p>
Type of Personal Data being Processed	<p><u>Registration and Bookings:</u> Intermediaries, gender, contact details, qualifications, security clearance, right to work, references, work history, ID documents, redacted case references and staff names who made the booking.</p> <p><u>Medical data:</u> E.g. Medical information and previous reports for a Service user provided to adequately assess the Service User's needs under CAIS.</p> <p><u>Financial Data:</u> E.g. Intermediaries financial data including bank details, invoices, completed bookings, value of bookings, details of payments made</p> <p><u>Quality Assurance data shared by the Service Provider:</u> E.g. Registration and Booking data including Intermediaries reference number, name, contact details, security clearance, hours of experience, level of qualifications, professional memberships, CPD and completed bookings</p> <p><u>Complaints:</u> E.g. emails to and from the complainant, emails to and from the Intermediary, documented telephone conversations to resolve the complaint, results of any investigations, quality review records from the Quality Assurance Board.</p>
Categories of Data Subject	<ol style="list-style-type: none"> <li>1. The Authority / Commissioning Body personnel</li> <li>2. Intermediaries</li> <li>3. Service Users</li> </ol>

<p>Plan for return and destruction of the data once the processing is complete</p> <p>Unless requirement under union or member state law to preserve that type of data</p>	<p>All data will be returned and destroyed in line with Schedule 9 (Management Information, Reports and Records)</p>
--	--

## **Annex 2 – Consent Form for Service Users**

### **Consent Form**

Dear

My name is ..... I am a Court Appointed Intermediary. I have been appointed by the Court to assist you when you have to talk to anyone about the case or go to court.

My job is to help you understand questions and/or to help other people understand your answers.

I am not a police officer or a member of any legal team. My duty is to the court. I will do my best to help you to tell the police/the court what you know.

I would like to ask other people for information about you. This will help me do my job well. I will use the information to help me write a report for the police/court about the best ways to communicate with you. I will keep the information about you safe.

You can change your mind at any time if you decide you do not want your information to be used.

If you agree to this, please sign and date the form below and give/send it to.....

Thank you.

Yours sincerely

.....

Court Appointed Intermediary

**DECLARATION OF CONSENT**

**I agree that these people can be contacted on my behalf to share information about me to ..... (Court Appointed Intermediary)**

Name	Their job/How they know me	How to contact this person

I understand that this information will be used by..... to make suggestions about communication at court.

I understand that the information about me will be kept safe and that..... has explained to me how they will keep my personal data safe and the rights that I have over my own personal data.

I understand that .....(Court Appointed Intermediary) will write a report about me.

I understand that the other people involved in the court case will be able to read the report.

Signature: .....

Date.....

## **Part 2 - Information Assurance**

### **2.1 General Requirements**

- 2.1.1 The Approved Service Provider shall appropriately safeguard all Personal Data and any data or information relating to the Services provided under this Framework Agreement or any Call-Off Contract.
- 2.1.2 The Approved Service Provider shall at regular intervals review and improve its approach to information security in order to ensure that it continues to adequately protect data or information at any point in time.
- 2.1.3 If requested by the Authority, the Approved Service Provider shall produce a report to the Authority to show its compliance with the requirements of the Data Protection Legislation and its obligations under this Framework Agreement and any Call-Off Contract. The report shall as a minimum cover all area of compliance with this Schedule and shall highlighted any risks identified by the Service Provider and measures put in place to deal with those risk.
- 2.1.4 In the event that the Authority considers that the Approved Service Provider's report and/or security measures are not adequate, then the Authority reserves the right to deal with this issue under the governance procedures in Schedule 9 and put in place a plan with the Approved Service Provider to rectify the issues.
- 2.1.5 The Approved Service Provider shall achieve Cyber Essentials within six (6) months of the Framework Commencement Date and shall provide the Authority with evidence of this if requested.
- 2.1.6 Security must be embedded in all systems which process Personal Data and any information relating to the Services which appropriately protects the information contained in that system having regard to the nature of the information, the Data Protection Legislation, good industry standard and any other applicable laws and guidance.
- 2.1.7 The Approved Service Provider shall appropriately backup and/or archive all information and data at least once every 24 hours and shall ensure that the information in the back-ups are adequately protected in accordance with the requirements in Schedule 11.

### **2.2 Approved Service Provider's Systems**

- 2.2.1 The Approved Service Provide shall control access to all its office and other physical locations to ensure that only individuals authorised to access the offices and authorisation are admitted.
- 2.2.2 Where information is stored in physical form, then the Approved Service Provider shall ensure that it has put in place appropriate physical measures to ensure the security of that information giving regard to the nature of the information and the appropriate level of protection that is required.
- 2.2.3 A clear desk policy should be adopted in all Approved Service Provider premises and other equipment such as printers and scanners should be kept clear. When not working all documents should be locked away.

- 2.2.4 The Approved Service Provider's electronic systems should securely identify and authenticate users before allowing them to access it. The systems should require suitably secure passwords which are changed at regular intervals.
- 2.2.5 All laptops and other mobile devices which are used by the Approved Service Provider in the provision of the Services should be encrypted in line with the guidance from the Information Commissioner.
- 2.2.6 Any electronic transfer of information from the Approved Service Provider to the Authority shall only be done using a system which protects the confidentiality of the information through encryption and ensures that the integrity of the information during the transfer.
- 2.2.7 Staff should not be permitted to use their own devices unless they are able to access the Approved Service Provider's secure system and their own device offers adequate protection for the information being accessed on it (including as a minimum encryption of personal data). They must be the sole user of the device and it must not be shared with any other individuals.

## **2.3 Out of the Office**

- 2.3.1 The use of mobile devices (including mobile devices belonging to Staff) for the provision of the Services shall be permitted only where the Approved Service Provider has carried out a risk assessment and concluded it can adequately protect the security of the information and compliance with the Data Protection Legislation.
- 2.3.2 Any information relating to the Services should not be transferred on to USB sticks or other mobile storage devices unless that device is appropriately encrypted to ensure that no unauthorised person can access the information on that device.
- 2.3.3 It is recognised that the Approved Service Provider staff may have to travel with printed documents, laptops or other devices in order to provide the Services. In such cases, the Approved Service Provider shall ensure that no information is let out of its (or its staff sight) and that it is not locked in vehicles overnight.
- 2.3.4 When out of the office, devices must be configured to lock the screen display if not in use for more than 5 minutes and must be fully turned off when in transit.

## **2.4 Staff and sub-contractors**

- 2.4.1 The Approved Service Provider staff shall be provided with adequate and relevant security-related education, training and awareness which should be completed and regular intervals for the duration of the Framework Agreement Term.
- 2.4.2 The Approved Service Provider should have procedures in place to ensure Staff and sub-contractors who have access to information are aware of their responsibilities when handling the information and the system used to process it.
- 2.4.3 The Approved Service Provider shall ensure that all Staff and sub-contractors have the clearances or vetting in place as required by the Framework Agreement. Cost of the clearances is the responsibility of the Approved Service Provider.

## **2.5 Keeping Information**

- 2.5.1 The Approved Service Provider shall make sure that the information and data that it holds is only kept for as long as necessary and is retained and stored in line with its retention policy.
- 2.5.2 The Approved Service Provider shall provide a copy of its retention policy to the Authority upon request. The retention policy shall establish appropriate time limits for the retention of information and Personal Data which takes account of any statutory timescales or timescales recommended in any appropriate guidance and any requirements under the Framework Agreement or any Call-Off Contract.

## **2.6 Disposing of Information**

- 2.6.1 Information should be securely destroyed in accordance with the Approved Service Provider's retention policy.
- 2.6.2 Where any information is held on paper then this information should be shredded or disposed using a specialist waste company.
- 2.6.3 Where information is being erased from an electronic system or device owned by the Approved Service Provider, all reasonable commercial measures shall be taken to ensure that the erasure cannot be reversed or the data otherwise reconstituted.
- 2.6.4 Where the Service Provider is disposing of electronic devices which contained information it shall ensure that the hard drive has been completely wiped prior to the disposal of the devices.

## Schedule 12 - 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 Call-Off Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 2 In this Schedule 12 the Parties have sought to identify the Approved Service Provider'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 12 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 interests exemption set out in s.43 of the FOIA to the Information listed below.

APPROVED SERVICE PROVIDER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY
N/A		



# **Schedule 13 - Framework Agreement Variation Procedure**

## **PART A**

### **1 INTRODUCTION**

- 1.1 Schedule 13 details the scope of the Variations permitted and the process to be followed where the Authority proposes a Variation to the Framework Agreement or the Call-Off Contract terms and conditions.
- 1.2 The Authority may propose a Variation to the Framework Agreement or the terms and conditions of a Call-Off Contract under Schedule 13 only where the Variation does not amount to a material change in the Framework Agreement or the Services.

### **2 PROCEDURE FOR PROPOSING A VARIATION**

- 2.1 The Authority may propose a Variation using the procedure contained in this Schedule 13.
- 2.2 The Authority shall serve each Service Provider with written notice of the proposal to vary the Framework Agreement using a Variation to Framework Agreement Form contained in Part 2 of Schedule 13 below
- 2.3 The Variation to Framework Agreement Form shall contain details of the proposed Variation providing sufficient information to allow each Service Provider to assess the Variation and consider whether any changes are required to its provision of the Services.
- 2.4 On receipt of the Notice of Variation, each Framework Provider has seven (7) days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, then upon receipt of a signed Variation to Contract Form from each Service Provider, the Authority shall notify all Service Providers in writing of the commencement date of the variation.

### **3 OBJECTIONS TO A VARIATION**

In the event that the Authority receives one or more written objections to a Variation, the Authority may:

- (a) withdraw the proposed Variation; or
- (b) propose an amendment to the Variation.

#### **4 CHANGES TO THE PRICE**

- 4.1 Where a Framework Provider can demonstrate that a Variation would result in a change to the Price, the Authority may require further evidence from the Service Provider that the Variation would result in a change to prices and evidence that any additional costs to the Service Providers will be kept to a minimum.
- 4.2 The Authority may require the Service Provider to meet and discuss any evidence provided under clause 4.1 above.
- 4.3 Where a change to the Price is agreed by the Authority, the Authority shall notify its acceptance of the change to the Service Providers in writing.
- 4.4 In the event that the Authority and the Framework Provider cannot agree to the changes to the Price, the Authority may:
- (a) withdraw the Variation; or
  - (b) propose an amendment to the variation; or
  - (c) refer the variation to the Dispute Resolution Procedure.

Part B



Ministry of  
**JUSTICE**

**Variation to Framework Agreement Form**

Contract Title:

Contract Reference:

Variation Number:

Date Effective From:

Between:

The Lord Chancellor and the Service Provider agree:

**Variation to Framework Agreement**

The Framework Agreement is varied as follows:

Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement or Call-Off Contract.

The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:

For the Authority

Signature.....

Name .....

Title.....

Date.....

For the Service Provider

Signature:.....  
Name .....  
Title .....  
Date.....

## **Schedule 14 - Selection and Award Criteria**

Annex 1 to this Schedule 14 contains the selection and award criteria used for the evaluation of applications to join the framework, at its formation and for subsequent rounds in accordance with Schedule 4 – Framework Agreement Recurring Application Process.

Annex 2 to this Schedule 14 contains the competency-based assessment used for the evaluation of applications to join the framework, where applicants rely on that assessment to meet the quality criteria.

## Annex 1

<b>Selection Criteria</b>	-	Part 1 - Potential supplier Information	1.2
<b>HeadingsLine</b>	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
<b>Note</b>	SUPPLIER NOTE	Please answer the following questions in full.	
<b>Text</b>	SQ-1.1(a)	Full name of the potential supplier submitting the information	Y
<b>Text</b>	SQ-1.1(b) – (i)	Registered office address (if applicable)	N
<b>Text</b>	SQ-1.1(b) – (ii)	Registered website address (if applicable)	N
<b>SingleChoice</b>	SQ-1.1(c)	Trading status	Y
<b>Text</b>	SQ-1.1(c) - (other)	If 'other', please specify your trading status	N
<b>Date</b>	SQ-1.1(d)	Date of registration in country of origin	Y
<b>Text</b>	SQ-1.1(e)	Company registration number (if applicable)	N
<b>Text</b>	SQ-1.1(f)	Charity registration number (if applicable)	N
<b>Text</b>	SQ-1.1(g)	Head office DUNS number (if applicable)	N
<b>Text</b>	SQ-1.1(h)	Registered VAT number	Y
<b>Text</b>	SQ-1.1(i)	Trading name(s) that will be used if successful in this procurement	Y

<b>MultiChoice</b>	SQ-1.1(j)	Relevant classifications (state whether you fall within one of these, and if so which one)	<b>Y</b>
<b>SingleChoice</b>	SQ-1.1(k)	Are you a Small, Medium or Micro Enterprise (SME)?	<b>Y</b>
<b>SingleChoice</b>	SQ-1.1(l) Classification	If you selected 'SME', please state your SME classification	<b>N</b>
<b>Note</b>	Note	The UK government definition of SMEs encompasses micro (less than 10 employees and an annual turnover under €2 million), small (less than 50 employees and an annual turnover under €10 million) and medium-sized (less than 250 employees and an annual turnover under €50 million) businesses.	
<b>Text</b>	SQ-1.1(m)	<p>Details of Persons of Significant Control (PSC), where appropriate:</p> <ul style="list-style-type: none"> <li>- Name;</li> <li>- Date of birth;</li> <li>- Nationality;</li> <li>- Country, state or part of the UK where the PSC usually lives;</li> <li>- Service address;</li> <li>- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</li> <li>- Which conditions for being a PSC are met; <ul style="list-style-type: none"> <li>- Over 25% up to (and including) 50%,</li> <li>- More than 50% and less than 75%,</li> <li>- 75% or more.</li> </ul> </li> </ul> <p>(Please enter N/A if not applicable)</p>	<b>Y</b>
<b>Note</b>	Note	UK Companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC Register, and must file the PSC information with the central public register at Companies House. See PSC Guidance in link below.	
<b>Note</b>	URL	<a href="https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships">https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships</a>	

<b>Text</b>	SQ-1.1(m) Details	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	<b>Y</b>
<b>Text</b>	SQ-1.1(n)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	<b>Y</b>
<b>Note</b>	Note	Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significance in control of them.	
<b>RequirementsSection</b>		Part 1 - Declaration	1.3
<b>HeadingsLine</b>	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)



<b>SingleChoice</b>	Declaration	<p>I declare that to the best of my knowledge the answers submitted and information contained in my submission is correct and accurate.</p> <p>I declare that, upon request and without delay I will provide any certificates or documentary evidence referred to in this document.</p> <p>I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.</p> <p>I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.</p> <p>I am aware of the consequences of serious misrepresentation.</p>	<b>Y</b>
<b>Attachment</b>	Certificate of Bona Fide Tendering	Please confirm that you have read and that you accept your legal requirements under the Certificate of Bona Fide Tendering attached at, and that you will provide a signed copy	<b>Y</b>
<b>Yes/no</b>	MoJ Security Policy	Please confirm that you have read, and would be willing to contract, on the terms set out in the attached Security Policy.	<b>Y</b>
<b>RequirementsSection</b>		Part 2 - Grounds for mandatory exclusion	1.4
<b>HeadingsLine</b>	<i>(*) Question / Note to Suppliers</i>	<i>(*) Description / Note Details</i>	<i>(*) Mandatory</i>
<i>(Option List)</i>	<i>(Text, 256 chars)</i>	<i>(Text, 2000 chars)</i>	<i>(Option List)</i>
<b>Note</b>	SUPPLIER NOTE	Please answer the following questions in full.	
<b>Note</b>	Regulations 57(1) and (2)	<p>The detailed grounds for mandatory exclusion of an organisation are set out on the below web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation has been convicted anywhere in the world of any of the offences within the summary below and listed at the web page below.</p>	

<b>Note</b>	URL	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/956764/Annex_C_Exclusion_Grounds.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/956764/Annex_C_Exclusion_Grounds.pdf</a>	
<b>SingleChoice</b>	SQ-2.1(a).1	Conviction for Participation in a criminal organisation.	<b>Y</b>
<b>SingleChoice</b>	SQ-2.1(a).2	Conviction for Corruption.	<b>Y</b>
<b>SingleChoice</b>	SQ-2.1(a).3	Conviction for Terrorist offences or offences linked to terrorist activities	<b>Y</b>
<b>SingleChoice</b>	SQ-2.1(a).4	Conviction for Money laundering or terrorist financing	<b>Y</b>
<b>SingleChoice</b>	SQ-2.1(a).5	Conviction for Child labour and other forms of trafficking in human beings	<b>Y</b>
<b>SingleChoice</b>	SQ-2.1(a).6	Conviction for any other offence within the meaning of article 57(1) of the Directives as defined by the law of any jurisdiction outside England, Wales and Northern Ireland	<b>Y</b>
<b>SingleChoice</b>	SQ-2.1(a).7	Convicted of any other offence within the meaning of article 57(1) of the Directive created after 26th February 2015 in England, Wales and Northern Ireland	<b>Y</b>
<b>Text</b>	SQ-2.1(b)	If you have answered 'Yes' to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	<b>N</b>
<b>Text</b>	SQ-2.2	If you have answered 'Yes' to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	<b>N</b>
<b>SingleChoice</b>	SQ-2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	<b>Y</b>
<b>Text</b>	SQ-2.3(b)	If you have answered 'Yes' to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	<b>N</b>
<b>Note</b>	Note	Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.	
<b>RequirementsSection</b>		Part 2 - Grounds for discretionary exclusion	1.5

HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
<b>Note</b>	Regulations 57(8)	The detailed grounds for discretionary exclusion of an organisation are set out on the below web page, which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
<b>Note</b>	URL	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/956764/Annex_C_Exclusion_Grounds.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/956764/Annex_C_Exclusion_Grounds.pdf</a>	
<b>SingleChoice</b>	SQ-3.1(a)	Breach of environmental obligations?	Y
<b>SingleChoice</b>	SQ-3.1 (b)	Breach of social obligations?	Y
<b>SingleChoice</b>	SQ-3.1 (c)	Breach of labour law obligations?	Y
<b>SingleChoice</b>	SQ-3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Y
<b>SingleChoice</b>	SQ-3.1(e)	Guilty of grave professional misconduct?	Y
<b>SingleChoice</b>	SQ-3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Y
<b>SingleChoice</b>	SQ-3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 of PCR 2015 due to the participation in the procurement procedure?	Y
<b>SingleChoice</b>	SQ-3.1(h)	Been involved in the preparation of the procurement procedure?	Y
<b>SingleChoice</b>	SQ-3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Y
<b>SingleChoice</b>	SQ-3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Y
<b>SingleChoice</b>	SQ-3.1(j) - (ii)	The organisation has withheld such information.	Y
<b>SingleChoice</b>	SQ-3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Y

<b>SingleChoice</b>	SQ-3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	<b>Y</b>
<b>Text</b>	SQ-3.2	If you have answered 'Yes' to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	<b>N</b>
<b>RequirementsSection</b>		Part 3: Selection Questions - Supplier's approach to payment	1.6
<b>HeadingsLine</b>	<i>(*) Question / Note to Suppliers</i>	<i>(*) Description / Note Details</i>	<i>(*) Mandatory</i>
<i>(Option List)</i>	<i>(Text, 256 chars)</i>	<i>(Text, 2000 chars)</i>	<i>(Option List)</i>
<b>Yes/no</b>	SQ-4.1	Please confirm that you have systems in place to pay those in your supply chain promptly and effectively, i.e. within your agreed contractual terms.	<b>Y</b>
<b>Yes/no</b>	SQ-4.2	Please confirm you have procedures for resolving disputed invoices with those in your supply chain promptly and effectively.	<b>Y</b>
<b>Yes/no</b>	SQ-4.3	Please confirm that for public sector contracts awarded under the Public Contract Regulations 2015 you have systems in place to include (as a minimum) 30 day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain.	<b>Y</b>
<b>RequirementsSection</b>		Additional Questions - Insurance	1.7
<b>HeadingsLine</b>	<i>(*) Question / Note to Suppliers</i>	<i>(*) Description / Note Details</i>	<i>(*) Mandatory</i>
<i>(Option List)</i>	<i>(Text, 256 chars)</i>	<i>(Text, 2000 chars)</i>	<i>(Option List)</i>
<b>Note</b>	SUPPLIER NOTE	Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.	

<b>SingleChoice</b>	SQ-5.1 (a)	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the level of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000</p> <p>It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<b>Y</b>
<b>SingleChoice</b>	SQ-5.1 (b)	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the level of insurance cover indicated below:</p> <p>Public Liability Insurance = £1,000,000</p>	<b>Y</b>
<b>SingleChoice</b>	SQ-5.1 (c)	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the level of insurance cover indicated below:</p> <p>Professional Indemnity Insurance = £500,000</p>	<b>Y</b>
<b>RequirementsSection</b>		Appendices	1.8
<b>HeadingsLine</b>	<i>(*) Question / Note to Suppliers</i>	<i>(*) Description / Note Details</i>	<i>(*) Mandatory</i>
<i>(Option List)</i>	<i>(Text, 256 chars)</i>	<i>(Text, 2000 chars)</i>	<i>(Option List)</i>
<b>Attachment</b>	Appendices	If you need to submit any additional information to complete your response to the above questions, please include it here as part of a single, zipped attachment response. Please ensure each appendix is clearly marked to indicate the SQ question number	<b>N</b>

<b>Award Criteria</b>		Qualifications & Experience	2.1
<b>HeadingsLine</b>	<i>(*) Question / Note to Suppliers</i>	<i>(*) Description / Note Details</i>	<i>(*) Mandatory</i>
<i>(Option List)</i>	<i>(Text, 256 chars)</i>	<i>(Text, 2000 chars)</i>	<i>(Option List)</i>
<b>SingleChoice</b>	Qualifications and Experience	Please indicate which of the following describes how you will meet the requirements of the Service Specification, Section 11 - Minimum qualifications and training:	<b>Y</b>
<b>Attachment</b>	Evidencing Minimum Qualification and Experience	Please provide evidence via attachments, that you meet the minimum qualification and experience requirements of the Service Specification, section 11.2.  A template experience record is attached to this question.	<b>N</b>
<b>Attachment</b>	Competency Based Assessment	Where you are applying via the competency based assessment please upload your completed competency based assessment application form.	<b>N</b>
<b>RequirementsSection</b>		Contract Acceptance	2.2
<b>HeadingsLine</b>	<i>(*) Question / Note to Suppliers</i>	<i>(*) Description / Note Details</i>	<i>(*) Mandatory</i>
<i>(Option List)</i>	<i>(Text, 256 chars)</i>	<i>(Text, 2000 chars)</i>	<i>(Option List)</i>
<b>Yes/no</b>	Contract Acceptance	Please confirm that you have read, understood and accept the terms and conditions of the proposed Framework Agreement and Call Off Contract documents, including all associated schedules, appendices and annexes.  By answering Yes, you agree to abide by the terms of the proposed Framework and Call Off Contract in the event that you are successful in this exercise.  If you answer No, you are indicating that you are unable to accept the proposed Framework Agreement and/or Call Off Contract and your bid will be rejected.	<b>Y</b>
<b>RequirementsSection</b>		Cyber Essentials	2.3

HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
Yes/no	Cyber Security Scheme	Please confirm that you have read and understood the attached background and overview of the Cyber Security Essentials Scheme.	Y
Yes/no	10 Steps to Cyber Security	Please confirm that you have read and understood the requirements for 10 Steps to Cyber Security and are willing to bid on these terms.	Y
RequirementsSection		Social Mobility	2.4
HeadingsLine	(*) Question / Note to Suppliers	(*) Description / Note Details	(*) Mandatory
(Option List)	(Text, 256 chars)	(Text, 2000 chars)	(Option List)
Note	Equality Diversity and Inclusion Policy	<p>In line with Ministry of Justice (MoJ) Inclusion &amp; Diversity Strategy and its commercial Equality, Diversity and Inclusion Policy, the MoJ is committed to promoting and advancing social inclusion and mobility. In addition to consideration of the nine protected characteristics under the Equality Act (2010), MoJ has extended its consideration of equality, diversity and inclusion to include socio-economic background. To fully promote a fair society and create a truly representative workforce, we must also remove the barriers that disproportionately affect those from lower socio-economic backgrounds. MoJ believes that for any level of skill &amp; ambition, regardless of an individual's background, everyone should have an equal chance of getting the job they want or reaching a higher income bracket.</p> <p>All MoJ suppliers are expected to endorse and support our approach by considering how they will promote social mobility when recruiting new staff and/or ensure equal opportunities to individuals from a range of socio-economic backgrounds (SEBs) as well as other groups. N.B This question is to encourage the promotion of social inclusion only and will not be scored for evaluation purposes.</p> <p>Where the answer is no, this should be, for example, because you are a sole trader, very small enterprise (maximum of 25-30 employees) or in a niche market where the application of social mobility policy is not practicable.</p>	

**SingleChoice**

Social Mobility

Will you consider social inclusion and work with MoJ by encouraging the offering of opportunities to people from a range of social backgrounds?

**Y**



## Annex 2 – Competency-based Assessment



Ministry  
of Justice

# Court Appointed Intermediary Service Approved Service Provider Framework

## Competency Overview

### Introduction

This competency overview sets out the knowledge, skills and abilities that must be evidenced by individuals seeking to provide Intermediary services under the Approved Service Provider framework, and who do not meet the minimum qualification and experience standards as set out in the Service Specification.

This competency overview is set out in two sections, firstly an overview of core purpose, followed by the core competencies which will need to be evidence in the ASP Competency based Assessment Application Form.

**Please note: Application forms will only be considered for those who have experience in delivering Intermediary services.**

## Section One - Core Purpose

Aligning competencies with purpose is critical to quality outcomes. So, core purpose is described from the point of view of outcomes and Service User experience. Naming what a Service User can expect to experience when core competencies are applied in line with service requirements.<sup>4</sup>

### Core Purpose One:

**Service Users can communicate their needs in relation to Venue processes in order to fully participate, give best evidence and understand outcomes.**

- Informal engagement. The Intermediary will provide appropriate informal input to establish rapport and ensure that a Service User is able to engage with the communication assessment.
- Skills matched to needs. The Intermediary will ensure that their skills are matched to the needs of the Service User.
- Informed consent. The Intermediary will ensure that the Service User is clear on their role and is happy for them to undertake the Assessment.
- Evidence based assessment. The Intermediary will conduct a clear assessment of communication needs, rooted in contemporary evidence, which will likely combine formal and informal processes.
- Provided in a sensitive manner. They will conduct their assessment in a manner which is sensitive to the needs<sup>5</sup> of the Service User whilst maintaining a clear focus on due process.
- Evidencing Service User involvement. The assessment must evidence clear involvement of the Service User, including their consent for additional assistance/reasonable adjustments.<sup>6</sup>
- Report. The Intermediary will provide a written assessment report with clear definition of need and additional assistance to address needs.

**Outcome: Service Users are confident that their needs are understood and how they will be assisted to participate appropriately, in proceedings.**

---

<sup>4</sup> i.e. not service delivery, but what the Service User should experience

<sup>5</sup> Needs will include cultural preferences and background.

<sup>6</sup> Reasonable adjustments are rooted in the legislation and the base upon which special measures have been instituted. Reasonable adjustments also apply to everyone - i.e. the public sector equalities duty.

## Core Purpose Two:

**Venues are provided with clear understanding of communication needs of the Service User and how they can be addressed.**

- The Intermediary can clearly explain to the venue:
  - the communication needs of a Service User;
  - what impact these needs will have on their ability to participate and give best evidence;
  - what reasonable adjustments are required to overcome these needs;
  - how an Intermediary will assist in this process.
- The Intermediary will help to ensure that appropriate strategies are agreed, and that the venue understands how they are to be implemented. Ideally this will be done at a ground rules hearing.
- The Intermediary will ensure that the Service User is clear on what assistance is to be made available for them at the venue.
- Intermediary attends the venue<sup>7</sup> as instructed.

**Outcome: Service Users with communication needs are able to participate in Venue process.**

## Core Purpose Three:

**Intermediaries ensure that Service Users with communication needs are able to effectively participate at all stages of the venue process, including giving instruction and evidence.**

- The Intermediary helps the Service User to prepare as directed.
- The Intermediary is available as required, ensuring that the Service User understands and participates.
- The Intermediary monitors the Service User, ensuring that the venue is made aware of problems encountered, such as attention, concentration and emotional state.
- The Intermediary will continually evaluate the Service User's communication skills and participation in the proceedings, notifying the venue of any proposed changes or additions to the recommendations
- The Intermediary ensures that the Service User is able to understand the outcome.

**Outcome: Service Users with communication needs are able to participate, give their best evidence and understand outcomes.**

---

<sup>7</sup> This will include any activity directed by the venue, in line with service contract.

## Section Two - Core Competencies

This section sets out the core competencies required of all Court Appointed intermediaries in order to deliver a high-quality service. Applicants must provide evidence demonstrating that they meet each competence, taking account of the purpose and function of a Court Appointed Intermediary as described above and in the Service Specification. Applicants must limit evidence for each competence as set out below.

Applicants should note that their written responses will also be used as evidence of written communication capability.

### Core Competency One:

#### **Communication** (maximum 500 words)

Evaluation Criteria:

- Ability to establish rapport and credibility with a vulnerable child or adult.
- Excellent general verbal and written skills – including skills in professional report writing to a high standard.
- Ability to develop and communicate strategies that enable another professional, such as a judge or barrister, to understand and communicate accurately and coherently with the Service User.
- Show confidence when facilitating communication between a Service User and professionals, with demonstrable skills at influencing and active listening.
- Ability to convey to court professionals the communication difficulties of Service Users, the importance of reasonable adjustments and the Intermediary role, through the quality of their practice.

### Core Competency Two:

#### **Delivering a Quality Service** (maximum 750 words)

Evaluation Criteria:

- Experience, evidence or training of working in any particular court or tribunal jurisdiction
- Can demonstrate expertise in assisting vulnerable children and/or adults with learning disabilities, mental disorders or physical disabilities to improve communication between themselves and professionals
- Ability to leverage a wide range of formal and informal communication methods to interact with Service Users
- Ability to match skills to Service User needs and awareness of the limits of own capability
- Demonstrable expertise in any specified area of skill (i.e. mental health).

- Show resilience in challenging circumstances.
- Demonstrable good time management
- Demonstrate good self-management, including strategies for dealing with traumatic cases and experiences.
- Ability to work independently within the strict boundaries and limitations of the role as set out in the service specification.

## Core Competency Three:

### **Effective Decision Making** (maximum 750 words)

Evaluation Criteria:

- Show good, informed judgement in recommending the appropriate action to assist a Service User.
- Flexibility and 'quick thinking' (e.g. ability to quickly identify a change in communication need and address it)
- Can accurately assess an individual's receptive and expressive language and other communication skills.
- Sound knowledge of safeguarding duties and experience of practice.



Ministry  
of Justice

# Court Appointed Intermediary Service Approved Service Provider Framework

## Competency Assessment Form

### Introduction

This competency assessment form is for individuals seeking to provide intermediary services under the Court Appointed Intermediary Services (CAIS) Approved Service Provider (ASP) framework, and who do not meet the minimum qualification and experience standards as set out in the Service Specification.

Please refer to the supporting document: **CAIS Approved Service Provider Framework Competency Overview** for information regarding the core purpose and core competencies for this role.

**Please note:** Application forms will only be considered for those who have experience in delivering intermediary services.

### Section One – Your Details

Full name	Click or tap here to enter text.
Name you are bidding under	Click or tap here to enter text.
Date	Click or tap here to enter text.

For information only:

**Jurisdictional experience outlined in your application** (tick all that apply)

Family	<input type="checkbox"/>	Civil	<input type="checkbox"/>
Crime	<input type="checkbox"/>	Tribunals	<input type="checkbox"/>

For information only:

**Your specialisms** (tick all that apply)

Learning Disability			
Attention deficit hyperactivity disorder (ADHD)	<input type="checkbox"/>	Mild / moderate learning disabilities	<input type="checkbox"/>
Autistic spectrum disorder (including Asperger's Syndrome),	<input type="checkbox"/>	Selective / elective mutism disorder	<input type="checkbox"/>
Dysarthria / Dyspraxia (unclear speech)	<input type="checkbox"/>	Severe learning disabilities.	<input type="checkbox"/>
Language delay / disorder	<input type="checkbox"/>	Other	<input type="checkbox"/>
If other, please specify	Click or tap here to enter text.		

Mental Health			
Anxiety	<input type="checkbox"/>	Mental Health Issues	<input type="checkbox"/>
Bi-polar affective disorder	<input type="checkbox"/>	Obsessive Compulsive Disorder	<input type="checkbox"/>
Dementia	<input type="checkbox"/>	Personality disorder	<input type="checkbox"/>
Depression	<input type="checkbox"/>	Schizophrenia	<input type="checkbox"/>
Other	<input type="checkbox"/>		
If other, please specify	Click or tap here to enter text.		

Physical Disability			
Brain or Head injury (including stroke)	<input type="checkbox"/>	Dysarthria/Dyspraxia (unclear speech)	<input type="checkbox"/>

Cerebral Palsy	<input type="checkbox"/>	Fluency (stammering/stuttering	<input type="checkbox"/>
Deafness / hearing impairment	<input type="checkbox"/>	Neurological and progressive disorders (including motor neurone disease and Parkinson's disease),	<input type="checkbox"/>
Dementia (including Alzheimer's disease)	<input type="checkbox"/>	Voice Disorders (including laryngectomy & tracheotomy)	<input type="checkbox"/>
Other	<input type="checkbox"/>		
If other, please specify	Click or tap here to enter text.		

## Section Two - Core Competency Application

### Core Competency One: Communication (maximum 500 words)

In no more than 500 words can you give a specific example describing the experience and skills you can bring to this role with regards to **Communication**.



**Core Competency Two: Delivering a Quality Service** (maximum 750 words)

In no more than 750 words can you give a specific example describing the experience and skills you can bring to this role with regards to **Delivering a Quality Service**.

**Core Competency Three: Effective Decision Making** (maximum 750 words)

In no more than 750 words can you give a specific example describing the experience and skills you can bring to this role with regards to **Effective Decision Making**.

--

### Section Three – Applicant’s Signature

Name		Date		Mark to sign	<input type="checkbox"/>
<p>Once you have signed the above, please upload the completed form as an attachment in response to ITT Question [XXXX].</p>					