



Government Legal Department

Hays Legal

Attn: Andrew Rogers

By email to: andrew.rogers@hays.com

Date: 29 June 2015

Your ref:

Our ref: PR 86 2014

Dear Sirs,

Award of contract for the supply of Specialist Legal Recruitment Services

Following your tender/ proposal for the supply of Specialist Legal Recruitment Services (“the Services”) to the Government Legal Department, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between the Government Legal Department as the Customer and Hays Specialist Recruitment Limited, trading as Hays Legal, as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at the Supplier’s premises including 107 Cheapside, London, EC2V 6DB.
- 2) The charges for the Services shall be as set out in the Supplier’s tender response or quotation dated 17 April 2015.
- 3) The specification of the Services to be supplied is as set out in the Customer’ Invitation to Tender /Annex 3 / the Supplier’s quotation dated 20 March 2015.
- 4) The Term shall commence on 01 June 2015 and the Expiry Date shall be 31 May 2016.
- 5) The address for notices of the Parties are:

Customer

The Government Legal Department
One Kemble Street
London SW2B 4TS
Attention: The HR Director

Email: caroline.anerville@governmentlegal.gov.uk

Supplier

Hays Specialist Recruitment Limited
250 Euston Rd
London, NW1 2AF
Attention: Andrew Rogers

Email: andrew.rogers@hays.com

- 6) The following persons are Key Personnel for the purposes of the Agreement:

Name	Title
Ian Barker	Account Director
Andrew Rogers	Account Manager

- 7) For the purposes of the Agreement the Sourcing Process and Candidate Security Vetting Procedures are set out in Annex 4;
- 8) [the data security requirements/equality and diversity policy/ [and] environmental policy [is/are] [***specify where to be found***]].
- 9) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent to:

GLD – Admin Invoices, PO Box680, Winchester SO12 5AE or via email to gldadmin@boxit.co.uk

To avoid delay in payment it is important that all invoices submitted via email must be sent as PDF files, with only one invoice per PDF. Invoices submitted in other formats such as MS Word will not be accepted. The invoice must show a breakdown of the fees including the VAT Rate if applicable. It should be presented on your company’s letterhead with contact details and instructions on how to make payment. Payment will be made by BACS Transfer.

If you have a query regarding an outstanding payment please contact our Accounts Payable section by email at accountspayable@governmentlegal.gov.uk

Liaison

For general liaison your contact will continue to be Caroline Anerville (tel 0207 210 3436. E-mail Caroline.Anerville@governmentlegal.gov.uk. or, in their absence, Tom MacGruer (tel 0207 210 4534).

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to Caroline Anerville at the above address 7 days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of Treasury Solicitor

Name: Mark Burch
Assistant Treasury Solicitor and HR Director

Signature:

Name: R Gregory
(CPS Procurement Service)

Signature:

Date:

Date

:

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of Hays Specialist recruitment Services

Name: Matthew Lewis
UK Product Services Director

Signature:

Date:

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter;
“Award Letter”	means the letter from the Customer to the Supplier incorporating these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the Treasury Solicitor/ the Government Legal Service (prior to 01/04/2015 the Treasury Solicitor’s Department); <small>(The office of Treasury Solicitor was enshrined in law by the Treasury Solicitor Act 1876, which established the Treasury Solicitor as a corporation sole (an office with perpetual succession). Employees of the Department exercise legal powers which are vested in the corporation sole)</small>
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing whether prior to or after this Agreement comes into effect;
Minimum Insurance Period	means Six (6) Years following the expiration or earlier termination of the Contract
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase	means the Customer’s unique number relating to the supply of the Services;

Order Number”

“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as defined in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within 7 days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:

- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's reasonable instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification; and
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise terminated in accordance with the terms and conditions of the Agreement.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as defined in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Supplier shall invoice the Customer as specified in Annex 5. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number.
- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then

due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises and remove the equipment
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names (places of work) (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave,

termination of employment, or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status and of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate, or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 8.3 The Customer shall not sub-contract any element of the service.
- 8.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement and provided that all of the Customer's payment obligations to the supplier will be adhered to.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services, including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses, including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
 - 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Customer of:
 - (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - (b) any request for personal data; and
 - 13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.
- 13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3, 14.4 and 18.2:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
 - 14.2.2 except in the case of claims arising under clauses 9.4 and 19.3, in no event shall either party be liable to the other for any:
 - (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
 - 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
 - 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 9.4 and 19.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

- 16.1 Either Party may terminate the Agreement at any time by notice in writing to the other party to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13, 17, 18; or
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18, 19.3, 20 and 21.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may

arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Insurance

- 18.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's negligent performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss caused by the negligent acts or omissions of the Supplier. Such policies shall include cover in respect of any financial loss arising from any negligent advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Term and for the Minimum Insurance Period.
- 18.2 The Supplier shall hold employer's liability insurance in respect of Staff with a minimum limit of £5,000,000.
- 18.3 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in this Clause 18 or a broker's verification of insurance to demonstrate that the appropriate cover is in place.
- 18.4 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Agreement the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 18.5 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Agreement. It shall be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liability referred to in Clause 18.1.
- 18.6 The Supplier shall effect and maintain a professional indemnity insurance policy during the Term and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate professional indemnity insurance during the Term.

19 Prevention of Fraud and Corruption

- 19.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 19.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 19.3 If the Supplier or the Staff engages in conduct prohibited by clause 19 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 19.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of

the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

- 19.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

20 Dispute Resolution

- 20.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 20.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 20.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

21 General

- 21.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 21.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 21.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 21.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 21.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 21.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 21.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 21.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

22 Notices

- 22.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 22.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 22.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 22.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 22.1.

23 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 2
Charges

PRICING SCHEDULE - Permanent Commercial Lawyer Recruitment provided by the Supplier in their Tender Response of 17 April 2015

Exemption from publication claimed under section 41 of the Freedom of Information Act where information identified by the Supplier was Commercially Sensitive Information

Annex 3 Specification

[The following text was published by the CPS Shared Procurement Service team on behalf of the Government Legal Department on 20 March 2015 – the original text has been amended to removed references to the organisation’s previous name: the ‘Treasury Solicitor’s Department’]

1. *Background*

- 1.1 The Government Legal Department (GLD) is a non-ministerial government department of the Attorney General’s Office, providing legal services to over 180 government departments, agencies, and other publicly funded bodies in England and Wales. Within government, GLD advises ministers and officials in client departments on a wide range of legal topics including but not limited to all aspects of public law, EU law, employment law, commercial law, and criminal and civil litigation.
- 1.2 As part of the Civil Service Reform agenda, GLD is working to bring together and provide services to even more central Government Departments, as part of one central Government legal organisation. By the end of 2014, the bulk of central Government’s core legal work was delivered through the shared legal service provided by GLD. The expanded organisation has over 1,700 employees, 1,300 of whom are lawyers. Its aim is to provide the best possible legal services for clients and for Government. Within that, and alongside those reforms, it has also created a new Commercial Law Group, which brings together in one place for the first time most of the key commercial law teams operating in Government. To reflect this revised focus, the Department renamed from the Treasury Solicitor’s Department to the ‘Government Legal Department’ on 1 April 2015.
- 1.3 Governments draw continuously upon the skills of their lawyers as they bring to life the policies pledged in their election manifestos. Government commercial lawyers are called upon to provide legal support in a wide range of contexts, often as part of delivering major Government initiatives. An increasing feature of Government practice is the delivery of more and more key public services through complex commercial contracts and arrangements, often run in parallel with legislative and policy initiatives or to fulfil them.

This varied and interesting work includes advising on public procurement, commercial contracts, research and development contracts, intellectual property rights and can include drafting of major contractual documents, procurement documents and contract specifications. Effective contract and supplier management is essential, and increasingly high-profile, to extract maximum value from commercial relationships, and commercial lawyers can also be called upon to advise on handling performance issues and disputes. Members of the Group are divided into teams who support individual Departments in their commercial arrangements, and lawyers can expect to be involved in some of the most high profile, complex and far reaching commercial issues in government.

- 1.4 Much of GLD Commercial Law Group’s work is on the boundaries of commercial and public law, often at the forefront of major government initiatives and there is considerable interaction with other lawyers providing public law advice. GLD Commercial Law Group also instructs Counsel and external legal firms where specific advice and expertise is required. There is an increase in workload, largely due to work to drive value from existing Departmental contracts, and new programmes.

1.5 GLD will:

- Provide the best possible service to clients and government;
- Deliver the core legal work of practically all central government departments;
- Provide a more coherent legal service to government as a whole;
- Do this in a way that is professional, high quality, effective and efficient;
- Be business like in its approach, with expertise in public law, knowledge of how government works and with a unique cross-government perspective;
- Be flexible and responsive;
- Reduce government's legal spend by streamlining services, finding innovative and different ways of working and doing more for less;
- Build on the success of the Government Legal Service, improving the sharing of knowledge and best practice and delivering exciting careers for lawyers and corporate staff.

2. Requirements

- 2.1 GLD is looking to recruit up to 12 senior commercial lawyers over the next 12 months through this procurement exercise. While the required level of experience means that the appointments are likely to be at the Grade 6 level, it is possible that some appointments will be at the Grade 7 level.

Salaries are reflective of experience and qualifications, within civil service grades. As these are commercial roles, salaries within the grade range limits are flexible, and negotiable, though offers are likely to be based mainly on experience rather than previous salary.

GLD recruits at the following civil service grades: Grade 7 (Lawyer) and Grade 6 (Senior Lawyer). At 20 March 2015, GLD's salary bands for these are as follows: Grade 7 £47,557 - £58,200 (London) and £46,131 - £56,390 (National); and Grade 6 £60,000 - £73,100 (London) and £57,000 - £69,350 (National).

- 2.2 GLD is seeking to engage the services of up to two specialist legal recruitment agencies that have;
- a good understanding of and experience in providing specialist legal recruitment services in compliance with public sector recruitment procedures; and
 - a demonstrable track record of providing commercial lawyers to the public sector, in-house and the private sector.

GLD Commercial Law Group is interested in recruiting commercial lawyers who may have relevant experience gained within any of the public sector, in private practice or in-house. They may be individuals perhaps looking for a lifestyle change and wanting to work for the wider public benefit, delivering value for money in public services and achieving great commercial outcomes for taxpayers.

- 2.3 The agency or agencies will provide full recruitment services and support, from initial advertisement of roles, to finalising acceptance of GLD terms and conditions by potential candidates. Bids must be priced on the basis of all of the services below being provided in full and no additional payments or allowances will be payable that have not been drawn to the attention of the Authority during the procurement process, and agreed with the Authority

- 2.4 The successful tenderers will:

- Discuss and understand GLD commercial lawyer role requirements before each discrete recruitment campaign – this may involve face-to-face meeting and/or teleconferences with GLD HR and/or recruiting manager(s) to identify and understand all requirements fully.
- Prepare a written statement of requirements for a given recruitment campaign reflecting the discussion(s) above. This will include draft timetable for campaign to be agreed between agency and HR/recruiting manager.
- Advertise vacancies on agency website and/or in other media (fair & open competition requirement) – and proactively approach suitable candidates already registered with agency to apply
- Undertake initial suitability matching against the campaign and role requirements (e.g. background, skills, experience, academic qualifications, PQE). This must include meeting prospective candidates face-to-face.
- Put forward prospective candidates (i.e. those that broadly match the agreed requirements) to HR and/or recruiting manager for consideration.
- Contact prospective candidates inviting them for interview at the agency's(ies) premises. GLD will provide a schedule of interview slots and agency will book prospective candidates into those slots according to availability.
- Forward any pre-interview paperwork to the prospective candidates, for example notifying them of the need to provide documents relating to identity, qualifications, employment history, and evidence of eligibility to work in the UK and/or disclosure forms for submission.
- Clarify interview/assessment procedures with candidates ensuring that all candidates attend for interview fully briefed and ready to undertake all aspects of the assessment, e.g. written exercise, interview etc.
- Contact successful and unsuccessful candidates after the interview with outcome (success/fail) continuing to act as liaison point for negotiation of terms and conditions of employment including salary (successful) and feedback (unsuccessful).
- Conduct referencing and other identity/nationality checks with successful candidates (3 years past employment referencing needed) – ensure referees are given maximum of 10 working days to respond.
- Ensure campaign close-down by participating fully in any review meetings and/or telephone conferences arranged to review lessons-learned.
- Maintain regular contact with key GLD HR personnel, and providing named contacts at the agency who will be available at reasonable notice. Also to participate in regular contract performance meetings (at least quarterly).
- Comply with all applicable legislation relating to the provision of the recruitment services, including but not limited to The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended), the Data Protection Act 1998 and any other relevant requirements.
- Comply with all GLD policies or guidance which may be notified to it from time to time, including but not limited to any requirements relating to security of government information or staff vetting procedures for its own staff and any candidates.
- Ensure retention of all documents or information used in any recruitment campaigns and holds them to GLD order, for provision to GLD at the end of each campaign for permanent record/ disclosure/ litigation purposes.

- The Agency or Agencies may be required to provide facilities or venue for interviews and room for candidate to undertake written exercise under exam conditions before the interview; and assist with the administration of participants on the day of any interview.

Locations

- 2.5 The roles are likely to be based mostly in London, though national coverage is required, and roles may also be available in Leeds, Manchester and Warrington, so agencies will need a demonstrable presence in and understanding of those regional legal markets as well.

Candidates' Professional Qualifications, Skills and Qualities

- 2.6 Candidates must be qualified to practice as a solicitor or barrister in England and Wales. Candidates qualified in a jurisdiction outside England and Wales will be required to undertake the Qualified Lawyers Transfer Scheme test within 12 months of appointment and will only be offered a Fixed Term Appointment until they have successfully passed the QLTS.

Candidates must have a demonstrable background or experience in commercial law gained either in Central or local government, in-house or private practice.

For Grade 7 roles (Lawyer) candidates should have a minimum of 2yrs PQE

For Grade 6 roles (Senior Lawyer) candidates should have a minimum of 5yrs PQE

Brief Job Profiles

- 2.7 G7 Lawyer (minimum 2yrs PQE): Successful candidates will advise primarily on public procurement and commercial contracts, but may also be involved in work relating to TUPE, outsourcing, research and development contracts, intellectual property rights and commercial vehicles for delivery. This advice can include drafting of major contractual documents and contract specifications, as well as procurement documentation. Effective contract and supplier management is essential to extract maximum value and commercial lawyers can also be called upon to advise on handling performance issues and disputes. The roles may also include recruitment to our specialist commercial litigation and dispute resolution team. Successful candidates can expect to be involved in some of the most high profile, complex and far reaching commercial issues in government.

- 2.8 G6 Senior Lawyer (minimum 5yrs PQE): Lawyers at this grade will undertake work as above but with greater requisite PQE, to reflect the fact that they will be expected to work autonomously for much of the time and to be proactive in the management of their practice and caseload. The work of the senior lawyers can include being the principal advisor on key, high-profile projects and the management of external legal support.

The roles require very good legal judgment, an understanding of legal risk, and require holders to be able to advise and influence very senior stakeholders, including Ministers of the Crown, personally and without supervision.

The senior roles often also involve line management and therefore experience in the management and motivation of a team of junior lawyers and associated administrative staff is helpful (though not always essential).

Further details of skills and competences are in the job descriptions in the annexes.

Security Clearance

2.9 GLD requirement for security clearance is that all candidates will need to successfully pass a Disclosure Scotland check before a taking up post. All appointments will be made subject to candidates successfully passing this clearance. Depending on the location of some posts there may be a higher level of National Security clearance needed (e.g. CTC, SC or DV). Where this is the case for a given vacancy this will be communicated to the agency and any potential candidates.

Annex 4

Sourcing Process and Security Vetting of Candidates

1 Sourcing Process

- 1.1 The Supplier shall use the following process in sourcing suitably qualified and experienced candidates (“Candidates”) to meet the Customer’s requirement for the role (“Role”).
- 1.2 The Supplier will identify suitable Candidates for the Role as set out in the Statement of Requirements at Appendix A of the Invitation to Tender:
- 1.3 The Supplier shall submit its short list of suitably qualified and experienced prospective Candidates to the Customer within the agreed deadline and in accordance with the requirements stipulated by the Customer.

2. Baseline Verification

- 2.1 The Supplier shall ensure that all Candidates recommended to the Customer in a short list have been the subject of a current and valid check in line with the Asylum and Nationality Act 2006 and any other relevant Laws, including but not limited to:
 - 2.1.1 An identity check - to check each Candidate’s full name, signature, date of birth and full permanent address.
 - 2.1.2 A language Check - Or other language competency test as maybe required by the department.
 - 2.1.3 In order that Customer can conduct BPSS checks on shortlisted candidates the Employment Agency will provide documentary confirmation comprising:
 - i..... An identity check;
 - ii..... A verification of national and immigration status;
 - iii..... A verification of employment history; and
 - iv..... A verification of criminal record.
 - v..... A Right to Work in the UK
 - 2.1.4 Unspent Convictions subject to the Rehabilitation of Offenders Act 1974.
 - 2.1.5 An authenticity check - The Supplier must be able to demonstrate that all documents (not just those for verification of identity) are checked for authenticity and that the verification process is cumulative by the use of intelligent cross referencing. In doing so the Supplier must apply the guidance in the Good Practice Guide on Pre-employment screening- Document Verification from the Centre for the Protection of National Infrastructure. www.cpni.gov.uk/advice/Personnel-security1/Screening/
 - 2.1.6 A right to work check. The Supplier must ensure that Candidates are eligible to work in the United Kingdom. In doing so the Supplier must apply the guidance in the Good Practice

Guide on Pre-employment screening- Document Verification from the Centre for the Protection of National Infrastructure. www.cpni.gov.uk/advice/Personnel-security1/Screening/

- 2.1.7 a qualification and registration check. The Supplier must carry out a qualification check to verify that the information about education, training and/or essential professional qualifications provided by each Candidate in their curriculum vitae (“CV”) is correct. If a candidate has gained an essential qualification overseas, the Supplier must check that this qualification exists, that it is equivalent to the stated UK qualification and that the Candidate does, in fact, hold the qualification. Further advice and contact details can be found on the Foreign and Commonwealth website at www.fco.gov.uk. If there is any doubt that qualifications are genuine, the Supplier should contact the National Academic Recognition Centre (NARIC) at www.naric.org.uk.
- 2.1.8 The Supplier shall make reasonable endeavours to ensure the suitability of the relevant Candidate for the Role. However, the Customer must also satisfy itself as to the suitability of the relevant Candidate and shall be responsible for taking up and/or confirming any references (including the confirmation of any professional or academic qualifications or any authorisation required by law) provided by the relevant Candidate and/or the Supplier before engaging such Candidate.
- 2.2 In the event that a Candidate is required to have a higher level of security clearance than this shall be at the Customer’s cost and included by the Supplier in its invoice unless no charge is to be made to the Customer.

3. Administering Criminal Records Checks

- 3.1 For some Candidates a standard or enhanced disclosure (as appropriate to the role) may be required, if so the Customer will specify at what point in the sourcing process they require the Candidate to be subject to such a check. When required the disclosure information must be no more than twelve months old when the Candidate commences employment with the Customer. Standard or enhanced checks must be requested by the Supplier through the Disclosure & Barring Service (DBS)
- 3.2 The Supplier must observe the DBS Code of Practice when using disclosure information and must require the Candidate to provide a self-declaration. Basic checks for England and Wales can be requested from Disclosure Scotland. www.disclosurescotland.co.uk
- 3.3 The charge for the Disclosure check is to be paid by the Customer as an additional cost to be included in the invoice from the Supplier to the Customer, unless no charge is to be made to the Customer.
- 3.4 For each Candidate the Supplier will ensure that an appropriate baseline check has been carried out in line with the requirements of this Schedule [4] before the Candidate takes up employment with the Customer.

4. Recommendations

- 4.1 The Supplier shall, make recommendations of Candidates to the Customer by submitting a short list of the CV’s of the [five] most suitable Candidates selected by the Supplier in accordance with the Customer requirements.
- 4.2 Following the interview process the Customer shall either:

i..... select one of the Candidates from the short list and commence the on-boarding process ; or,

ii..... reject all Candidates on the short list

4.3 In the event that all Candidates are rejected in accordance with 4.2 ii, the Supplier will re-recommend Candidates to the Customer at the Supplier's own cost by re-running the sourcing process set out above as many times as may be necessary until:

i..... the Customer requirement has been fulfilled; or

ii..... both the Customer and Supplier agree the Customer requirement cannot be satisfied

5. **Acceptance of a Candidate**

5.1 Once the Customer has selected a Candidate, the Customer shall:

i..... . Notify the Supplier of the successful Candidate; and

ii..... . Provide the Supplier with feedback regarding any unsuccessful Candidates.

5.3 Upon receipt of the information from the Customer set out in 5.1 above, the Supplier shall:

i..... notify the successful Candidate and confirm the details of the role and Customer requirements to that Candidate; and

ii..... notify unsuccessful Candidates and relay to them the feedback received from the Customer in accordance with paragraph 5.1ii above; or

5.4 The Supplier shall ensure that it secures email confirmation of the successful Candidate's acceptance of the Role. In the event that such acceptance is not forthcoming the Customer will require the Supplier to either:

i..... offer the Role to any reserve Candidate identified by the Customer; or

ii..... re-run the sourcing process to find an alternative suitable Candidate

5.5 Once the Supplier has complied with all of its obligations set out in this paragraph 5, Supplier shall submit its invoice for the Services.

ANNEX 5 INVOICING PROCEDURE

1 Invoicing Procedure

1.1 There are two ways that the Supplier can submit invoices to the Customer, either by post to:

GLD – Admin Invoices

PO Box680

Winchester

SO23 5AE

or via email to gldadmin@boxit.co.uk

1.2 The Supplier shall adhere to the specific instructions below for submitting their invoices to assist the Customer in paying all invoices promptly.

- i. **All invoices submitted via email must be sent as PDF files**, with only one invoice per PDF. Invoices submitted in other formats such as MS Word will **not** be accepted.
- ii. The invoices must show a breakdown of the fees including the VAT Rate if applicable. It should be presented on your company's letterhead with contact details and instructions on how to make payment.
- iii. Our preferred method of payment is via BACS Transfer as it is faster and more secure than cheques. If you are not already paid via BACS by GLD you will need to complete a BACS Authorisation Form.

2. Invoice Payment

2.1 The Customer shall pay all valid invoices submitted in accordance with the provisions of this Annex 5 in accordance with the provisions of Clause 5.

2.2 In the event of a disputed invoice, the Customer shall make payment in respect of any undisputed amount in accordance with the provisions of Clause 5 and return the invoice to the Supplier within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Supplier accepts the Customer's proposed amendments. If it does then the Supplier shall send with the response a replacement valid invoice. If it does not then the matter shall be dealt with in accordance with the provisions of Clause 20.

3. Payment Profile

3.1 The Payment Profile in respect of the Services provided under this Agreement is no later than 30 days after receipt of a valid invoice.