



Ministry
of Justice

2016

Agreement
relating to
the Provision of Language Services – Spoken Languages

(Lot 1)

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THIS CONTRACT IS DATED **AUGUST 2016**

PARTIES

- (1) **THE SECRETARY OF STATE FOR JUSTICE**, acting on behalf of the Crown, of 102 Petty France, London, SW1H 9AJ (the **Authority**); and
- (2) **THEBIGWORD GROUP LIMITED**, whose registered number is 5551907 and whose registered office is at Link Up House, Ring Road, Lower Wortley, Leeds, LS12 6AB (the **Supplier**).

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract the following words have the following meanings unless otherwise provided or the context otherwise requires:

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| Acceptance Criteria | the criteria set out in Annex 2 of Error! Reference source not found.. |
| Account Management Team | the team appointed by the Supplier from time to time to fulfil the role set out in Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Acquired Rights Directive | the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time. |
| Actual End Time | the time that the Language Professional completes a Booking, as verified on the Language Professional's timesheet by the Commissioning Body who made the Booking. |
| Actual Start Time | the time that the Language Professional started a Booking, as verified on the Language Professional's timesheet by the Commissioning Body who made the Booking. |
| Adjustment Factor | the adjustment to the Base Unit Price calculated in accordance with Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Affected Party | the Party seeking to claim relief in respect of a Force Majeure Event. |
| Affiliate | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time. |
| Approval | the prior written approval of the party required to give such approval. |
| Arbitration Notice | shall have the meaning set out in Clause 67.7.2. |
| Assignee | shall have the meaning set out in Clause 58.2. |
| Auditors | shall have the meaning set out in Clause 17.1. |
| Authority Board Lead | the individual appointed by the Authority from time to time to fulfil the role set out in Paragraph Error! Reference source not found. of Error! Reference source not found. |

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| Authority Code of Conduct | the Interpreters and Translators Authority Code of Conduct set out in Annex 5 to Schedule 2 and as may be amended from time to time. |
| Authority Commissioning Bodies | means the Commissioning Bodies confirmed by the Authority to the Supplier from time to time. |
| Base Unit Price | the hourly price payable for the provision of the Services for each Method of Interpretation calculated in accordance with Paragraph Error! Reference source not found. of Error! Reference source not found. . |
| BCDR Plan | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. . |
| Board Meeting | a meeting of the Board Members of each Governance Board. |
| Board Members | the Authority Board Lead, Supplier Board Lead and any other members of each respective Governance Board as further detailed in Annex 1 to Error! Reference source not found. , or as otherwise appointed from time to time. |
| Board Leads | the Supplier Board Lead and the Authority Board Lead except in the case of the Quality Assurance Board where it shall also include the Quality Assurance Supplier Board Lead. |
| Booked End Time | the time that the Language Professional was due to complete a Booking, as recorded by the Commissioning Body in the Booking. |
| Booked Start Time | the time that the Language Professional was due to start a Booking, as recorded by the Commissioning Body in the Booking. |
| Booking | a booking for a Language Professional to perform interpretation services made by a Commissioning Body in accordance Schedule 2. |
| Business Continuity Plan | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. . |
| Business Continuity Services | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. . |
| Cancellation | <p>where, due to no fault of the Supplier or Language Professional, a Commissioning Body:</p> <ul style="list-style-type: none"> (a) cancels a Booking by giving Short Notice and, prior to the time of the cancellation, the Supplier has confirmed to the Commissioning Body that a Language Professional is assigned to the Booking; or (b) amends a Booking by giving Short Notice and, as a direct result of the amendment, the Language Professional who was assigned to the Booking is unable to fulfil the amended Booking. |
| Change Authorisation Note | a form setting out an agreed Contract Change which shall be substantially in the form set out in Annex 2 of Error! Reference source not found. . |
| Change Control | the procedure for changing the Contract as set out in Error! |

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| Procedure | Reference source not found.. |
| Change Request | a written request for a Contract Change which shall be substantially in the form of Annex 1 to Error! Reference source not found.. |
| Cloud Security Principles | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found.. |
| Commencement Date | is the date of this Contract. |
| Commercial and Contract Management Review Board | the body described in Annex 1 to Error! Reference source not found.. |
| Commercially Sensitive Information | <p>the information (i) listed in Error! Reference source not found.; or (ii) notified to the Authority in writing and which has been clearly marked as Commercially Sensitive Information and comprises of information:</p> <ul style="list-style-type: none"> (a) which is provided by the Supplier to the Authority in confidence for the period set out in that Schedule or notification; or (b) that constitutes a trade secret. |
| Commissioning Body | the Authority and each of those entities listed in Schedule 1, which together shall be referred to as the " Commissioning Bodies ". |
| Commissioning Body Background IPR | <ul style="list-style-type: none"> (a) Intellectual Property Rights owned or licensed by any Commissioning Body before the Commencement Date; and/or (b) Intellectual Property Rights created, acquired or licensed by any Commissioning Body independently of this Contract. |
| Commissioning Body Data | <ul style="list-style-type: none"> (c) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any written, electronic, magnetic, optical or tangible media, and which: <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of any Commissioning Body; and/or (ii) the Supplier is required to process, store or transmit pursuant to the Contract; or (d) any Personal Data for which a Commissioning Body is the Data Controller and the Supplier processes in the performance of its obligations under this Contract. |
| Commissioning Body Materials | <ul style="list-style-type: none"> (e) the Commissioning Body Data; (f) the Register; (g) any other assets, rights, materials, documentation, information, programs, codes, hardware, software, telecoms devices and equipment which a Commissioning Body owns or has the right to use; and (h) any Intellectual Property Rights vesting in any of the items set out in sub-paragraphs (a), (b) and/or (c) above, |

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| | but excluding Supplier Assets and Supplier Background IPR. |
| Commissioning Body Premises | the real property of each Commissioning Body, whether owned, licensed or leased. |
| Complexity Adjustment Factor | the element of the Adjustment Factor relating to Complexity Level calculated in accordance with Paragraph Error! Reference source not found. of Error! Reference source not found. . |
| Complexity Levels | as defined in table 4 in Annex 1 of Schedule 2. |
| Comptroller and Auditor General | the comptroller and auditor general of the National Audit Office. |
| Confidential Information | <p>all Personal Data, Commercially Sensitive Information, the Translations and information acquired in the preparation of Translations, audio and visual recordings of the interpretation services and the content therein and any information, however it is conveyed, that relates to the business affairs, public functions, developments, trade secrets, Know-How, personnel, and suppliers of either Party and/or another Commissioning Body, including all Intellectual Property Rights therein, together with all information derived from any of the above, and any other information clearly designated as being confidential and:</p> <p>(a) in relation to information provided by a Commissioning Body, any other information which the Authority reasonably considers confidential (whether or not it is marked "confidential"); and</p> <p>(b) in relation to information provided by the Supplier, any information which the Supplier reasonably considers to be confidential (whether or not it is marked "confidential") and, in respect of which, the Supplier has obtained the Authority's Approval is confidential.</p> |
| Contract Breakage Costs | <p>the amounts payable by the Supplier to:</p> <p>(c) its Sub-contractors for terminating its Sub-contracts; and</p> <p>(d) its immediate landlord, JDI Properties Limited, in respect of its Lease,</p> <p>each as a direct result of the early termination of this Contract.</p> |
| Consumer Prices Index | <p>the consumer prices index published by the Office of National Statistics from time to time.</p> <p>http://www.ons.gov.uk/ons/taxonomy/search/index.html?newquery=&nscl=Consumer+Price+Indices&nscl-orig=Consumer+Price+Indices&content-type=publicationContentTypes&sortDirection=DESCENDING&sortBy=pubdate</p> |
| Continuous Improvement Report | shall have the meaning set out in Clause 9.5. |
| Contract | this written agreement between the Authority and the Supplier consisting of these terms and conditions and the Schedules and |

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| | their Annexes. |
| Contract Change | a change to this Contract. |
| Contract Period | the period of time the Contract is in force, as more particularly defined in Clause 46. |
| Contract Year | a period of twelve (12) Months commencing on the Services Commencement Date and, thereafter, each anniversary of the Services Commencement Date provided that the final Contract year shall end on the expiry or termination of the Contract Period . |
| Contracting Body | any contracting authority as defined in Regulation 3 of the PCR. |
| Control | that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of another person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly. |
| Curtailment Cancellation | where, due to no fault of the Supplier or Language Professional: <ul style="list-style-type: none"> (a) a single day Booking with an estimated duration of at least five (5) hours concludes in three and a half hours or less; or (b) a multiday Booking concludes: <ul style="list-style-type: none"> (i) on a day prior to the estimated completion date; or (ii) on any day in three and a half hours or less. |
| Critical Service Failure | a Service Failure where the level of service performance is below the Service Threshold set out in the column titled "Critical Service Failure" in the table in Annex 1 of Error! Reference source not found.. |
| Crown | the government of the United Kingdom (including the Northern Ireland Executive Committee and the Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including government ministers, government departments, government and particular bodies and government agencies. |
| CRTPA | shall have the meaning set out in Clause 66.1. |
| Cyber Essentials | a level of assurance as further detailed in the Cyber Essentials Scheme. |
| Cyber Essentials Scheme | the scheme developed by UK Government setting out technical controls for organisations to use in respect of cyber security, which is further described at https://www.gov.uk/government/publications/cyber-essentials-scheme-overview |
| Data Controller | shall have the same meaning set out in the Data Protection Act 1998. |
| Data Processor | shall have the same meaning set out in the Data Protection Act 1998. |
| Data Protection | collectively, the Data Protection Act 1998, the EU General Data |

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| Legislation | Protection Regulation at such time as that regulation shall come into force, and all other applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. |
| Data Subject | shall have the same meaning set out in the Data Protection Act 1998. |
| Default | any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or their Personnel in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other. |
| Deliverable | <p>(a) Translations;</p> <p>(b) the assessments and reports produced by the Supplier or its Personnel during the provision of the Services;</p> <p>(c) any updates, amendments, modifications or improvements the Supplier or its Personnel make to the Register;</p> <p>(d) any data acquired, generated or developed by the Supplier or its Personnel to enable the Authority and/or any other third party to populate the Register;</p> <p>(e) any other materials, item or feature to be delivered by the Supplier or its Personnel during the Contract Period, including those set out in the Service Specification, Transition Plan and any Exit Plan, and</p> <p>(f) any Intellectual Property Rights vesting in any of the items set out in sub-paragraphs (a), (b), (c), (d) and/or (e) above,</p> <p>but shall not include Supplier Assets and Supplier Background IPR.</p> |
| Directive | Directive 2010/64 of the European Parliament and the Council on the right to interpretation and translation in criminal proceedings. |
| Disaster | the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for period of four (4) hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period. |
| Disaster Recovery Plan | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Disaster Recovery Services | the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster. |
| Disaster Recovery System | the system identified by the Supplier in the Service Solution which shall be used for the purpose of delivering the Disaster Recovery Services. |
| Dispute Resolution Procedure | is the procedure more particularly set out in Clause 67. |

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| Disputed Invoice | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. . |
| DOTAS | the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs 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 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992. |
| Employee Liability | <p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) compensation for less favourable treatment of part-time workers or fixed term employees; (f) compensation for less favourable treatment of part-time workers or fixed term employees; and (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation. |
| Employment Regulations | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive. |
| English Proficiency Test | the Cambridge Proficiency Test or other suitable equivalent. |
| Environmental Information Regulations | the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations. |
| Equalities Provisions | shall have the meaning set out in Clause 27.1. |
| Exit Milestone | an event or task set out in an Exit Plan. |

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| Exit Milestone Date | the date set out against the relevant Exit Milestone by which the Exit Milestone must be achieved. |
| Exit Period | <p>either:</p> <ul style="list-style-type: none"> (a) the period of twelve (12) Months prior to the date on which the Contract is due to expire; (b) if the Contract is terminated early, the longer of the period from the date of notification of termination to: <ul style="list-style-type: none"> (i) the effective date of termination; or (ii) twelve (12) Months following the date of notification of termination, or (c) such other period of time agreed between the Parties in the Exit Plan. |
| Exit Plan | the plan produced and updated by the Supplier during the Contract Period in accordance with Error! Reference source not found.. |
| Exit Services | the services and activities to be provided by the Supplier in accordance with the Exit Plan. |
| Fast-track Change | any Contract Change which the Parties agree to expedite in accordance with Paragraph Error! Reference source not found. of Error! Reference source not found.. |
| Fifteen Minute Block | each hour as four segments, being zero (0), fifteen (15), thirty (30) or forty five (45) minutes. |
| FOIA | the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation. |
| Force Majeure Event | <p>any of the following: fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, to the extent that such event has affected the ability of the Affected Party from performing its obligations in accordance with the terms of this Contract and where such event is not attributable to any act or failure to take preventative action by the Affected Party, but excluding:</p> <ul style="list-style-type: none"> (a) any industrial action occurring within the Supplier's or any Sub-contractor's organisation, including any industrial action taken by Language Professionals; and (b) the failure by any Sub-contractor of the Supplier to perform its obligations under any Sub-contract. |
| Former Supplier | a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor). |

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| Fraud | any offence under the Law creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown. |
| General Anti-Abuse Rule | the legislation in Part 5 of the Finance Act 2013 and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions. |
| Good Industry Practice | 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. |
| Governance Boards | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Halifax Abuse Principle | the principle explained in the CJEU Case C-255/02 Halifax and others. |
| Impact Assessment | an assessment of a Change Request in accordance with Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Impact Level | the level of impact of Non-Fulfilment of a Booking as set out in table 1 at Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Indemnified Person | each and every person to whom a Commissioning Body (or any direct or indirect sub-licensee of a Commissioning Body) sub-licenses, assigns or novates any Intellectual Property Rights used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to a Commissioning Body or a third party in the fulfilment of the Supplier's obligations under this Contract, including the Supplier Assets, Supplier Background IPR and Deliverables. |
| Identified Bodies | are: <ul style="list-style-type: none"> (a) the Ministry of Justice HQ being a division of the Ministry of Justice; and (b) National Probation Service, being a division of the National Offender Management Service, with each being an " Identified Body ". |
| Indexed | indexed in accordance with the calculation set out in Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Information | has the meaning given under section 84 of FOIA. |
| Initial Contract Period | a period of four (4) years from and including the Services Commencement Date. |

In Person Assessment

a type of assessment which may be undertaken by the Quality Assurance Supplier where the Quality Assurance Supplier meets with Language Professionals in person to ascertain whether the Services are being performed in accordance with the Contract.

Insolvency Event

- (a) the other Party 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 within the meaning of section 123 Insolvency Act 1986;
- (b) the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where the other Party is a company, a LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the solvent reconstruction of that other Party;
 - (ii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or
 - (iii) 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 filed at Court or given or if an administrator is appointed, over the other Party,
- (g) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
- (h) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled

to appoint or has appointed an agricultural receiver; or

- (i) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.

Insurances

shall have the meaning set out in Paragraph **Error! Reference source not found.** of **Error! Reference source not found.**

Intellectual Property Rights or IPRs

patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights, know-how and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

ISMS

shall have the meaning set out in Paragraph **Error! Reference source not found.** of **Error! Reference source not found.**

Key Performance Indicator(s) or KPI(s)

a key performance indicator as set out in Annex 1 of **Error! Reference source not found.**

Key Personnel

those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in **Error! Reference source not found.** against each Key Role as at the Commencement Date or as amended in accordance with Clause 19.

Key Roles

a role described as a Key Role in **Error! Reference source not found.** and any additional roles added from time to time in accordance with Clause 19.

Know-How

all ideas, concepts, schemes, information, knowledge, techniques, methodology and anything else in the nature of the know-how relating to the Services or any part thereof but excluding know-how already in the Supplier's or the Authority's possession before the Commencement Date.

Language Professional

an individual who simultaneously and/or consecutively transfers in spoken form the meaning of what is said in one language into a second language through face to face interpretation, telephone interpretation, video interpretation or through the use of headset or other technology.

Language Professional Data

shall have the meaning set out in Clause 35.1.

Lateness Waiver

where:

- (a) a Booking by a Commissioning Body which has overrun makes a Language Professional late for their next Booking with a Commissioning Body; or
- (b) the wrong Location has been provided by a Commissioning Body when making a Booking.

Law

any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of

the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Supplier is bound to comply.

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| Lease | a lease of a property between the Supplier and JDI Properties Limited in respect of Unit 4, Royds Close, Leeds, LS11. |
| Legal Body | a body established by law to undertake administrative or judicial functions and shall include but is not limited to tribunals and courts. |
| Locations | each of the Commissioning Body Premises together with the locations set out in Annex 8 of Schedule 2 and such other locations as a Language Professional may from time to time be required to attend in accordance with a Booking. |
| Losses | losses, liabilities, damages, costs and expenses (including professional fees) and disbursements and costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence) breach of statutory duty or otherwise and " Loss " shall be construed accordingly. |
| Management Information | the information specified in Annex 1 to Error! Reference source not found. , as amended from time to time in accordance with Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Mediator | shall have the meaning set out in Clause 67.5.1. |
| Method of Interpretation | the different methods by which a Language Professional may provide the Services, being face to face interpretation services (which shall include where the Language Professional is at the same Location as the individual being interpreted by the Language Professional but the Language Professional is using headset technology), remote interpretation services and telephone interpretation services, as further described in the Service Specification. |
| Milestone Payment | a payment identified in the Milestone Payment Plan to be made following the Authority's confirmation that a Transition Milestone has been achieved. |
| Milestone Payment Plan | the document set out in Annex 3 of Error! Reference source not found. , or as amended from time to time by agreement between the Parties in accordance with Error! Reference source not found. |
| Minor Service Failure | a Service Failure where the level of service performance is below the Service Threshold set out in the column titled "Minor Service Failure" in the table in Annex 1 of Error! Reference source not found. |
| Moderate Service Failure | a Service Failure where the level of service performance is below the Service Threshold set out in the column titled "Moderate Service Failure" in the table in Annex 1 of Error! Reference source not found. |
| Month | a calendar month. |

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| Monthly Payment | the sum payable in each Month in respect of the Service Payment, before deductions and not including Service Credits, calculated in accordance with Error! Reference source not found. |
| Mystery Shopping Assessment | <p>a type of assessment which may be undertaken by the Quality Assurance Supplier to assess whether the Services are being performed by a Language Professional in accordance with the Contract, including reviewing:</p> <ul style="list-style-type: none"> (a) the quality and accuracy of the Translations; (b) the appropriateness of the engagement, body language and demeanour of the Language Professional; (c) the Language Professional's adherence to the Authority Code of Conduct; and (d) whether the Language Professional's qualifications, security level and right to work evidence are sufficient. |
| New Fair Deal | the revised fair deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013. |
| Non-Fulfilled or Non-Fulfilment | <p>where a Booking has not been completed other than as a result of Cancellation, including where:</p> <ul style="list-style-type: none"> (a) a Language Professional has not been assigned to the Booking; (b) where the Supplier assigns a Language Professional to fulfil a Booking but that individual does not have the Security Level and/or Qualification Level required by the Booking and the Commissioning Body has not given its consent pursuant to Paragraph 18.2 or 30.1 of the Service Specification; (c) the assigned Language Professional does not attend the Booking; and (d) headset technology is required in the Booking and is not provided or, if provided, is not functional and, as a direct result, the event is cancelled or postponed. |
| Normal Working Hours | 07:00 to 19:00 Monday to Friday (excluding bank holidays) and any other times and dates notified in writing by a Commissioning Body to the Supplier. |
| Notifiable Default | shall have the meaning set out in Clause 50.1. |
| Number of Actual Hours | the total number of hours for completed Bookings calculated by reference to the Actual Start Time and the Actual End Time (having rounded each Booking of less than sixty (60) minutes up to one hour and each other Booking up to the nearest Fifteen Minute Block). |
| Number of Booked Hours | the total number of hours of Bookings calculated by reference to the Booked Start Time and the Booked End Time (having rounded each Booking up to the nearest Fifteen Minute Block). |

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| Number of Seconds | the total number of completed seconds for completed Bookings for telephone interpretation services. |
| Occasion of Tax Non-Compliance | <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of the:</p> <ul style="list-style-type: none"> (a) relevant Tax Authority successfully challenging the Supplier 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; (b) failure of an avoidance scheme which the Supplier was involve in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (c) Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion. |
| Onboarding Process | except for Pre-Registered Language Professionals, the process undertaken by each Language Professional before commencing the provision of the Services, as more particularly described in the Service Solution. |
| Open Book Data | <p>complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the payments already paid or payable and payments forecast to be paid under this Contract during the remainder of the Contract Period (whether by the Authority or another Commissioning Body), including details and all assumptions relating to:</p> <ul style="list-style-type: none"> (a) the Supplier's costs broken down against each Service including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; (b) operating expenditure relating to the provision of the Services including an analysis showing: <ul style="list-style-type: none"> (i) the unit costs and quantity of consumables and bought-in services; (ii) manpower resources broken down into the number and grade/role of the Supplier's Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; (iii) a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's profit margin; and (iv) expenses reimbursable under this Contract; (c) overheads; |

- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- (e) the Supplier's profit achieved over the Contract Period and on an annual basis;
- (f) confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; and
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency.

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| Operational Performance Board | the body described in Annex 1 to Error! Reference source not found.. |
| Other Charges | the miscellaneous items which comprise part of the Service Payment, as further detailed in Error! Reference source not found.. |
| Other Supplier | any supplier to a Commissioning Body, other than the Supplier. |
| Partial Termination | the partial termination of this Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 51.3 or Clause 52.1. |
| Party | the Supplier and the Authority each being a " Party " and together the " Parties ". |
| PCR | the Public Contracts Regulations 2015. |
| Performance Points | points which accrue for Service Failures as set out in Annex 1 of Error! Reference source not found.. |
| Personal Data | shall have the meaning set out in the Data Protection Act 1998. |
| Personnel | all directors, officers, employees, agents, consultants and sub-contractors of either Party (as the context requires) including, in respect of the Supplier, the Language Professionals. |
| Portal | the website and repository (including any extensions, enhancements or additions thereof) as further detailed in the Service Specification which shall be developed, hosted and maintained by the Supplier in accordance with this Contract, including its source code and executable code. |
| Portal Contingency Plan | the plan to be implemented by the Supplier if the Portal is not available by the Portal Longstop Date, as set out in the Transition Plan. |
| Portal Longstop Date | 19 October 2016. |
| Portal Milestone Dates | the milestone dates relating to the development of the Portal, as set out in the Transition Plan. |
| Pre-Meeting Report | the report the Supplier is required to prepare in advance of each Board Meeting as further detailed in Annex 1 to Error! Reference |

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| Pre-Registered Language Professionals | a Language Professional who is on the Register as at the Services Commencement Date. |
| Primary Language | a first language, native language or mother tongue, being the language learnt from birth or that which is spoken best by the person and, for the avoidance of doubt, a person can have more than one primary language. |
| Priority Key Performance Indicators | the Key Performance Indicators 1, 2, 3, 4 and 5. |
| Process | has the meaning given to it under the Data Protection Act 1998 and, for the purposes of the Contract, it shall include both manual and automatic processing. |
| Prohibited Act | <ul style="list-style-type: none">(a) to directly or indirectly offer, promise or give any person working for or engaged by any Commissioning Body a financial or other advantage to:<ul style="list-style-type: none">(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 Contract;(c) an offence:<ul style="list-style-type: none">(i) under the Bribery Act 2010;(ii) under legislation or common law concerning fraudulent acts;(iii) defrauding, attempting to defraud or conspiring to defraud any Commissioning Body; and/or(iv) any activity, practice or conduct which would constitute one of the offences listed under (c)(i) to (c)(iii) above if such activity, practice or conduct has been carried out in the UK. |
| Quality Assurance Board | the body described in Annex 1 to Error! Reference source not found.. |
| Quality Assurance Supplier Board Lead | means the individual appointed by the Quality Assurance Supplier to be its board lead. |
| Quality Assurance Supplier | The London Borough of Newham a local authority whose address is Newham Dockside, 1000 Dockside Road, London E16 2QU, or such Other Supplier which the Authority notifies the Supplier from time to time. |

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| Qualification Levels | is as defined by reference to Complexity Levels as set out in table Annex 2 of Schedule 2, as may be amended by the Authority from time to time. |
| Quality Standards | the quality standards published by the British Standards Institute, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with together with any quality standards further detailed in the Service Specification. |
| Rare Language | a language for which there is no qualification of Diploma in Public Service Interpreting (DPSI). |
| Receipt | the physical or electronic arrival of an invoice at the address of the Commissioning Body for which the invoice is intended, as confirmed to the Supplier in accordance with Error! Reference source not found. |
| Rectification Plan Failure | <ul style="list-style-type: none"> (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clause 50.3; (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 50.3.6; (c) the Supplier failing to rectify a Notifiable Default within the later of: <ul style="list-style-type: none"> (i) thirty (30) Working Days of a notification submitted by the Supplier pursuant to Clause 48.1 or by the Authority pursuant to Clause 50.2; and (ii) where the Parties have agreed a Rectification Plan in respect of that Notifiable Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the Notifiable Default; and/or (d) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of six (6) Months for the same (or substantially the same) root cause as that of the original Notifiable Default. |
| Rectification Plan Process | is the process as more particularly set out in Clause 50.3. |
| Redundancy Costs | <p>the total sum of any of the following sums paid to the applicable Supplier's Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration:</p> <ul style="list-style-type: none"> (a) any statutory redundancy payment; and (b) in respect of an employee who was a Transferring Former |

Supplier Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations.

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| Register | the Authority's register of Language Professionals created by the Authority as required by the Directive, including both the structure and content of such register together with any updates and/or changes made to that register from time to time and as set out in indicative template form in Error! Reference source not found.. |
| Regulatory Bodies | those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority and " Regulatory Body " shall be construed accordingly. |
| Relevant Conviction | other than for minor road traffic offences, any previous conviction (excluding any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023)) that is relevant to the nature of the Services and/or relevant to the work of the Authority including conviction for dishonesty, deception, fraud, money laundering, violence, assault or harassment. |
| Relevant Language | the language other than English for which interpretation services are required for a Booking. |
| Relevant Requirements | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010. |
| Relevant Tax Authority | HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established. |
| Relevant Transfer | a transfer of employment to which the Employment Regulations apply. |
| Relevant Transfer Date | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. |
| Replacement Services | any services which are the same as or substantially similar to any of the Services and which any Commissioning Body receives in substitution of any of the Services following the expiry or termination of the Contract or Partial Termination as applicable, whether those services are provided by a Commissioning Body internally and/or by any third party. |
| Replacement Supplier | any third party service provider appointed by a Commissioning Body to supply the Replacement Services. |
| Retention Period | the period of time the Supplier is required to retain the data, documents and information of the Commissioning Bodies, as set out in Annex 4 to Error! Reference source not found. , or as |

otherwise amended by the Authority from time to time.

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| Requests for Information | shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply). |
| Review Report | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. . |
| Security Adjustment Factor | the element of the Adjustment Factor relating to Security Level calculated in accordance with Paragraph Error! Reference source not found. of Error! Reference source not found. . |
| Security Levels | as defined in table 3 in Annex 1 of Schedule 2. |
| Service Credits | any service credits payable by the Supplier for failure to meet its obligations under this Contract, as set out and calculated in accordance with Error! Reference source not found. and payable in accordance with Schedule 7. |
| Service Credits Cap | in each Contract Year, an amount equal to REDACTED. |
| Service Failure | in respect of a Key Performance Indicator, where the level of service performance is below the Service Threshold in a Month. |
| Service Payment | the payment for the Services calculated and payable in accordance with Error! Reference source not found. . |
| Service Solution | the document set out in Error! Reference source not found. describing the way in which the Supplier intends to provide the Services which was delivered in response to the Authority's invitation to suppliers for formal offers to supply it with services. |
| Service Specification | the description of the Services to be supplied under the Contract as set out in Schedule 2. |
| Service Threshold | in respect of each Key Performance Indicator, the minimum level of performance stated in the "Service Threshold" column of the table set out in Annex 1 of Error! Reference source not found. . |
| Service Transfer | any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a sub-contractor of a Replacement Supplier. |
| Service Transfer Date | the date of a Service Transfer. |
| Services | the services to be supplied by the Supplier to the Commissioning Bodies, subject to the terms of the Contract, as detailed in the Service Specification, together with the Transition Services and Exit Services. |
| Services Commencement Date | 31 October 2016. |
| Schedule | a schedule attached to, and forming part of, the Contract. |

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| Short Notice | shall have the meaning set out in Paragraph 15.3.2 of Schedule 2. |
| SPF | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Spot Check Assessment | <p>a type of ad hoc assessment which may be undertaken by the Quality Assurance Supplier to assess whether the Services are being performed in accordance with the Contract, including reviewing:</p> <ul style="list-style-type: none"> (a) the quality and accuracy of the Translations; (b) the appropriateness of the engagement, body language and demeanour of the Language Professional; (c) the Language Professional's adherence to the Authority Code of Conduct; and (d) whether the Language Professional's qualifications, security level and right to work evidence are sufficient. |
| Staffing Information | <p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (c) their ages, dates of commencement of employment or engagement and gender; (d) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (e) the identity of the employer or relevant contracting party; (f) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (g) their wages, salaries and profit sharing arrangements as applicable; (h) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (i) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (j) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (k) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied |

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| | generally in respect of such employees); and |
| | (l) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations. |
| Standard Key Performance Indicators | the Key Performance Indicators 6A, 6B, 7, 8, 9, 10. |
| Strategic Board | the body described in Annex 1 to Error! Reference source not found.. |
| Sub-contract | a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract. |
| Sub-contractor | a third party with whom: <ul style="list-style-type: none"> (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, and all directors, officers, employees, agents and consultants of that third party but shall not include Language Professionals. |
| Supplier Assets | all assets and rights used by the Supplier to provide the Services including hardware, software, telecoms devices and equipment (and including the Portal, Website and any user manuals and other documentation relating to the Portal and Website) and all Intellectual Property Rights vesting in such assets and rights but excluding Commissioning Body Premises, Commissioning Body Materials and the Deliverables. |
| Supplier Background IPR | (a) Intellectual Property Rights owned or licensed by the Supplier before the date of this Contract; and/or <ul style="list-style-type: none"> (b) Intellectual Property Rights created or acquired by the Supplier independently of this Contract. |
| Supplier Board Lead | the individual appointed by the Supplier from time to time to act as its board lead. |
| Supplier Premises | any real property of the Supplier, whether owned, licensed or leased (other than the Commissioning Body Premises). |
| Supplier Termination Event | (a) where, from and including 1 February 2017, five (5) Critical Service Failures of Priority Key Performance Indicators occur in any Month; <ul style="list-style-type: none"> (b) where, from and including 1 February 2017, a Critical Service Failure in relation to the same Priority Key Performance Indicator occurs in five (5) consecutive Months; (c) where, from and including 1 February 2017, the number of Non-Fulfilled Bookings as a percentage of all Bookings in three (3) consecutive Months is 6% or higher; (d) the Supplier committing a material Default which, in the opinion of the Authority, is incapable of remedy; |

- (e) an audit reveals Fraud or suspected Fraud;
- (f) a Rectification Plan Failure;
- (g) where a right of termination is expressly reserved by the Authority in this Contract;
- (h) the Supplier and Quality Assurance Supplier becoming Affiliates of each other;
- (i) the representation and warranty given by the Supplier pursuant to Clause 42.1.7 being materially untrue or misleading;
- (j) the Supplier committing a Default under any of the following:
 - (i) Clause 23;
 - (ii) Clause 27;
 - (iii) Clause 33;
 - (iv) Clause 34;
 - (v) Clause 35;
 - (vi) Clause 36;
 - (vii) Clause 37;
 - (viii) Clause 38;
 - (ix) Clause 40; and/or
 - (x) **Error! Reference source not found.;**
- (k) an Insolvency Event occurring in respect of the Supplier;
- (l) a change of Control of the Supplier unless:
 - (i) the Authority has given its Approval to the particular change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within six (6) Months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control; or
- (m) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the PCR from the procurement procedure leading to the award of this Contract.

Supplier's Final Supplier Personnel List

a list provided by the Supplier of all the Supplier's Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date.

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| Supplier's Provisional Supplier Personnel List | a list prepared and updated by the Supplier of all of the Supplier's Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier. |
| Supplier's Risk Profile Proposals | has the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Tender Process | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Termination Payment | the payment determined in accordance with Error! Reference source not found. |
| Third Party Beneficiary | shall have the meaning set out in Clause 66.4. |
| Third Party Claim | any claim which is made or threatened by any third party against the Authority or any other Commissioning Body, and for which it appears that the Authority or Commissioning Body is, or may become, a defendant. |
| Trainee Scheme | the trainee scheme developed by the Quality Assurance Supplier for the Authority. |
| Transferring Former Supplier Employees | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply of the Relevant Transfer Date. |
| Transferring Supplier Employees | those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date. |
| Transferee | shall have the meaning set out in Clause 58.4. |
| Transition | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Transition Manager | shall be the person named as such in the Transition Plan, who shall fulfil the role set out in Paragraph Error! Reference source not found. of Error! Reference source not found. and as more particularly described in the Transition Plan. |
| Transition Milestones | the event or tasks relating to Transition, as set out in the Transition Plan or Milestone Payment Plan. |
| Transition Period | the period between the Commencement Date and the Services Commencement Date. |
| Transition Plan | the plan set out in the Error! Reference source not found. of Error! Reference source not found. , or as amended from time to time by agreement between the Parties in accordance with Error! Reference source not found. |
| Transition Project Board | the body described in Paragraph Error! Reference source not found. of Error! Reference source not found. |

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| Transition Services | the services and activities to be provided by the Supplier in accordance with the Transition Plan and Milestone Payment Plan. |
| Transition Team | shall be the persons named as such in the Transition Plan, who shall fulfil the role set out in Paragraph Error! Reference source not found. of Error! Reference source not found. and as more particularly described in the Transition Plan. |
| Transition Working Group | the working group described at Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Translations | the translations and interpretations prepared during the provision of the Services whether in written, recorded or digital form and including both the content and the medium in which it is recorded and all drafts of and, variations and modifications to, such works. |
| Undisputed Invoice | shall have the meaning set out in Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Urgency Adjustment Factor | the element of the Adjustment Factor relating to Urgency Type calculated in accordance with Paragraph Error! Reference source not found. of Error! Reference source not found. |
| Urgency Type | as defined in table 2 in Annex 1 of Schedule 2. |
| VAT | value added tax in accordance with the provisions of the Value Added Tax Act 1994. |
| Waiver Period | the period of time, from and including the Services Commencement Date, as set out in Annex 1 of Error! Reference source not found. |
| Website | the publicly accessible website (including any extensions, enhancements or additions thereof), as further detailed in Schedule 2, to be developed, hosted and maintained by the Supplier under this Contract including its source code and executable code. |
| Working Day | a day (other than a Saturday or Sunday) on which banks are open for general business in the city of London. |

- 1.2 The interpretation and construction of the Contract shall be subject to the following provisions:
- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2 words importing the masculine include the feminine and the neuter and vice versa;
 - 1.2.3 references in the Contract to any Clause, sub-Clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause of, or schedule to, the Contract so numbered and reference to Paragraphs, Part and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the part of the Schedule in which the reference appears;
 - 1.2.4 reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
 - 1.2.5 references to the Contract are references to the Contract as amended from time to time;

- 1.2.6 reference to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced from time to time by any subsequent enactment, modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of the Contract);
 - 1.2.7 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted;
 - 1.2.8 the words "**include**", "**includes**", "**including**", "**exclude**", "**excluding**", "**in particular**", "**for example**" and other similar words shall not limit the generality of the preceding words and are to be construed as if they were immediately followed by the words "without limitation"; and
 - 1.2.9 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.
- 1.3 In the event of, and only to the extent of, any conflict between the Clauses of the Contract, the Schedules and/or any document referred to, the conflict shall be resolved, unless the Parties have agreed in writing to the contrary, in accordance with the following order of precedence:
- 1.3.1 the Clauses;
 - 1.3.2 the Service Specification;
 - 1.3.3 the Schedules, save for the Service Specification and the Service Solution;
 - 1.3.4 the Service Solution; and
 - 1.3.5 any other document referred to in the Contract.

2. DUE DILIGENCE

- 2.1 The Supplier acknowledges that it has:
- 2.1.1 made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of any Commissioning Body;
 - 2.1.2 raised all relevant due diligence questions with the Authority before the Commencement Date;
 - 2.1.3 satisfied itself that it has sufficient information to ensure that it can provide the Services; and
 - 2.1.4 entered into the Contract in reliance on its own due diligence alone.
- 2.2 The Supplier acknowledges that each Commissioning Body has made no warranties or representations in respect of any of the information supplied by it or any other Commissioning Body or on its or the other Commissioning Bodies behalf.
- 2.3 Without prejudice to Clause 2.1, the Supplier shall:
- 2.3.1 use its reasonable endeavours to check and verify that the data, information, plans, drawings, documents, handbooks and codes of practice supplied by each Commissioning Body are accurate; and

- 2.3.2 notify the relevant Commissioning Body immediately if it discovers errors or discrepancies in the data, information, plans, drawings, documents, handbooks and codes of practice supplied by that Commissioning Body.

3. TRANSITION

- 3.1 The Parties shall comply with the provisions of **Error! Reference source not found.** in relation to transition of the Services to the Supplier.

4. PROVISION OF SERVICES

- 4.1 During the Contract Period the Supplier shall provide the Services to each Commissioning Body provided that it shall not commence the provision of the Services to a Commissioning Body listed in Part B of Schedule 1 without the Approval of the Authority.

- 4.2 The Parties agree that, save in respect of instruction which is given by the Authority (which may give instruction in respect of any part of this Contract), the Supplier may take day to day instruction from a Commissioning Body in respect of the Services which that Commissioning Body has commissioned, provided that:

- 4.2.1 it shall immediately cease to follow the instructions of any or all Commissioning Bodies on notice from the Authority;

- 4.2.2 if a Commissioning Body or their respective Personnel provides instruction to the Supplier that, if actioned, would cause:

(a) a conflict between the instructions given by the Authority or another Commissioning Body;

(b) the Supplier to breach the terms of the Contract; and/or

(c) would result in additional costs being incurred by the Supplier and/or Authority,

the Supplier shall not act on such instruction and shall immediately notify the Authority in writing who shall confirm, in its discretion, how the Supplier is to proceed; and

- 4.2.3 it shall not take any instruction from any Commissioning Bodies (other than the Authority) in relation to the following matters:

(a) termination of this Contract or any part;

(b) the consequences of Default;

(c) the application of Service Credits; and

(d) any variation to this Contract,

together with any other matters the Authority may notify the Supplier from time to time.

- 4.3 The Supplier agrees and acknowledges that it has not been given any rights of exclusivity or any volume guarantees whatsoever in relation to the volume of the Services provided under the Contract.

5. QUALITY ASSURANCE AND PERFORMANCE INDICATORS

- 5.1 In performing the Services, the Supplier shall, and shall procure its Personnel shall, meet or exceed the:

- 5.1.1 Key Performance Indicators;
 - 5.1.2 Quality Standards;
 - 5.1.3 Good Industry Practice;
 - 5.1.4 Service Specification;
 - 5.1.5 Service Solution; and
 - 5.1.6 Law.
- 5.2 Where there is a conflict between the standards set out in Clause 5.1, such conflict shall be immediately directed by the Supplier to the Authority which shall, subject to Clause 1.3, direct how the conflict will be resolved.
- 5.3 The Supplier shall maintain accreditation with any relevant Quality Standards authorisation body, including such accreditation as set out in Schedule 2.
- 5.4 The Supplier shall co-operate, and shall procure that its Personnel shall co-operate, with all reasonable procedures and processes which may be undertaken by the Authority and any Other Supplier of the Authority in respect of ensuring the quality and the standard of the Services provided by and on behalf of the Supplier, including those services set out in the Service Specification which shall be undertaken by the Quality Assurance Supplier.
- 5.5 In co-operating with the procedures and processes which may be undertaken in accordance with Clause 5.4, the Supplier shall:
- 5.5.1 promptly, and in any event within two (2) Working Days, provide such information and reports which may be reasonably required by the Authority and/or such Other Suppliers; and
 - 5.5.2 provide the Authority and/or such Other Supplier reasonable access to:
 - (a) any Supplier Premises (or such premises which may be used by Sub-contractors to perform in the provision of the Services);
 - (b) the Supplier Assets;
 - (c) any other equipment which may be used in the provision of the Services including that belonging to its Sub-contractors; and
 - (d) the Supplier's Personnel.
- 5.6 In the event the Services being performed by a Language Professional on behalf of the Supplier do not meet the requirements of this Contract, the Supplier shall, and shall procure the Language Professional shall, comply with the procedures set out in the Service Specification in respect of the improvement of such Services and, as required by the Authority or the Quality Assurance Supplier, suspend and/or remove Language Professional from the provision of the Services.
- 5.7 Notwithstanding Clause 5.4, the Supplier shall monitor and ensure that its Personnel are performing the Services on behalf of the Supplier to the standard set out in the Contract and shall notify the Authority and the Quality Assurance Supplier immediately if it suspects or becomes aware the performance or the qualifications of itself and/or its Personnel fall below the standards set out in the Contract.

6. PERFORMANCE FAILURES

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

- 6.1.1 a Service Failure and/or Non-Fulfilment occurs, Service Credits shall be invoiced to the Supplier by the Commissioning Bodies or the Authority in accordance with **Error! Reference source not found.**;
 - 6.1.2 a Notifiable Default occurs, the Supplier shall comply with the Rectification Plan Process (in addition to the Service Credits accruing in accordance with **Error! Reference source not found.**); and/or
 - 6.1.3 a Supplier Termination Event occurs, the Authority may exercise its rights to terminate the Contract in whole or in part pursuant to Clause 51.1.
- 6.2 Subject to Clause 6.3, not more than once in each calendar year of the Contract Period the Authority may, on giving the Supplier at least three (3) Months' notice:
- 6.2.1 change the weighting that applies in respect of one or more specific Key Performance Indicators; and/or
 - 6.2.2 change the classification of one or more specific Key Performance Indicators.
- 6.3 Within ten (10) Working Days of the date that notice is served by the Authority under Clause 6.2, the Parties shall meet to discuss the consequences of the proposed changes to the Key Performance Indicators, at which meeting the Supplier shall be entitled to make representations to the Authority regarding the consequences of the proposed changes to the Key Performance Indicators. Where the Parties (each acting reasonably) agree that the proposed changes to the Key Performance Indicators will have a material adverse impact on the risk profile of the Supplier under the Contract, the proposed change shall be agreed by the Parties via the Change Control Procedure. For all other changes to the Key Performance Indicators, the Parties agree that such change shall be incorporated into this Contract without the need to refer the matter to the Change Control Procedure and at no cost to the Authority or any other Commissioning Body.
- 6.4 In the event of the Authority's breach of the terms of this Contract (including payment of any Service Payment properly due), the Supplier shall not suspend the Services (or any part thereof) or terminate any part of this Contract but shall refer the matter to the Dispute Resolution Procedure.

7. SUPPLIER OBLIGATIONS

- 7.1 The Supplier shall:
- 7.1.1 at all times allocate sufficient resources to supply the Services in accordance with the Contract;
 - 7.1.2 provide and fulfil any ancillary or incidental service, function or responsibility not specified in the Service Specification where such service, function or responsibility is necessary for the proper performance of the relevant Services;
 - 7.1.3 obtain, and maintain throughout the duration of the Contract, all the consents, approvals, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary for the provision of the Services or performance of any other obligation under this Contract;
 - 7.1.4 ensure the Supplier Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Authority);
 - 7.1.5 ensure that in the performance of its obligations under the Contract it does not disrupt the operations of each Commissioning Body and their respective Personnel;
 - 7.1.6 ensure that any documentation, information and training provided to each Commissioning Body under this Contract (including in relation to the use of the Portal

and Website) is comprehensive, accurate and prepared in accordance with Good Industry Practice;

- 7.1.7 co-operate with the Other Supplier(s) and provide reasonable information (including any documentation), advice and assistance in connection with the Services to the Other Supplier(s) including to enable such Other Supplier(s) to provide services to the respective Commissioning Bodies and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the respective Commissioning Bodies and/or to any Replacement Supplier;
- 7.1.8 to the extent it is legally able to do so, hold on trust for the sole benefit of the Authority, all warranties and indemnities provided by third parties or any Sub-contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Authority may notify from time to time to the Supplier;
- 7.1.9 unless it is unable to do so, assign to the Authority on the Authority's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 7.1.8;
- 7.1.10 provide each Commissioning Body with such advice and assistance as that Commissioning Body may reasonably require during the Contract Period in respect of the supply of the Services;
- 7.1.11 gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under the Contract;
- 7.1.12 notify the Authority of any circumstances suggesting that a change of Control of the Supplier is planned, in contemplation or has taken place;
- 7.1.13 notify the Authority in writing of any material detrimental change in the financial standing and/or any change in the credit rating of the Supplier;
- 7.1.14 subject to Clause 33.6, notify the Authority in writing within ten (10) Working Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under the Contract; and
- 7.1.15 ensure that neither it, nor any of its Affiliates or Personnel, bring any Commissioning Body into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in that Commissioning Body, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract.

8. SUPPLIER ASSETS

- 8.1 The Supplier shall be solely responsible for the cost of carriage of the Supplier Assets to the Commissioning Body Premises. Likewise on termination or expiry of this Contract, the Supplier shall be responsible for the removal and safe disposal of all of the Supplier Assets from the Commissioning Body Premises, including the cost of packing, carriage and making good any damage caused to the Commissioning Body Premises.
- 8.2 The Supplier Assets shall remain at the sole risk and responsibility of the Supplier whilst at the Commissioning Body Premises.
- 8.3 Subject to any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of the Supplier Assets shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract.

9. SERVICE IMPROVEMENTS

- 9.1 The Supplier shall continuously consider and identify opportunities to improve the Services including by:
- 9.1.1 identifying cost savings which can be generated through investment or changes to the Services, how the Supplier shall reinvest those savings in the provision of the Services and improvements in the provision of the Services;
 - 9.1.2 considering the emergence of new and evolving relevant technologies which could improve the Services, and those technological advances potentially available to the Supplier and the Authority which the Parties may wish to adopt;
 - 9.1.3 considering new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;
 - 9.1.4 considering new or potential improvements to the interfaces or integration of the Services with other services provided by third parties which might result in efficiency or productivity gains or in reduction of operational risk; and
 - 9.1.5 changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Authority.
- 9.2 Where the Supplier identifies an opportunity to improve the Services pursuant to Clause 9.1, or the Authority identifies an opportunity to improve the Services (which it may do so in its discretion) the relevant Party shall provide a written summary to the other providing (in the case of improvements identified by the Supplier) sufficient information for the Authority to decide whether any improvement should be implemented (and such further information which the Authority may request) and, if the Authority confirms, in principle, that it wishes to proceed to implement the opportunity it shall be processed in accordance with the Change Control Procedure.
- 9.3 Any improvement of the kind referred to in Clause 9.1 which is incorporated in or used in relation to the Services during the Contract Period shall:
- 9.3.1 if, and to the extent that, it comprises an improvement to Intellectual Property Rights belonging to a Commissioning Body, the Intellectual Property Rights in such improvement shall vest absolutely in that Commissioning Body and shall be licensed to the Supplier as a Commissioning Body Material as set out in Clause 31;
 - 9.3.2 if, and to the extent that, it comprises an improvement to Intellectual Property Rights belonging to the Supplier, the Intellectual Property Rights in such improvement shall vest absolutely in the Supplier and shall be licensed to the Commissioning Bodies as a Supplier Asset as set out in Clause 30; or
 - 9.3.3 if, and to the extent that, it comprises an improvement to neither the Intellectual Property Rights of a Commissioning Body or Supplier, the Intellectual Property Rights in such an improvement shall vest absolutely in the Party which proposed the improvement and shall be licensed to the other (together with the Commissioning Bodies) in accordance with Clause 30 or Clause 31 (as appropriate).
- 9.4 The Parties hereby assign (including by way of present assignment of future rights), and the Authority shall use its reasonable endeavours to procure the relevant Commissioning Body assigns, to each other the Intellectual Property Rights in improvements in accordance with Clause 9.3 and agree to execute such documents and do such acts as may be reasonably required in order to vest the Intellectual Property Rights in accordance with Clause 9.3 and give effect to that Clause.

- 9.5 Without prejudice to Clauses 9.1 and 9.2, the Supplier shall produce a report (**Continuous Improvement Report**) to the Operational Performance Board once every twelve (12) Months on or before each anniversary of the Services Commencement Date which shall identify all activities undertaken by the Supplier to improve the effectiveness of the Services in the previous twelve (12) Months and all further opportunities for improvement of this Contract in the following twelve (12) Months through prospective changes in the Services and/or behaviour or usage changes by either Party which shall include as a minimum:
- 9.5.1 a summary of all proposals made pursuant to Clause 9.2 and progress made against such proposals;
- 9.5.2 a trend analysis of performance against performance standards including the requirements of **Error! Reference source not found.** in the previous twelve (12) Months to the date of the Continuous Improvement Report to identify areas of performance that can be improved, steps taken by the Supplier to address performance issues and, where the performance trend analysis identifies a deteriorating trend in performance, repeat failures, or significant failures that impact any Commissioning Body, an action plan to identify how these failures are to be rectified; and
- 9.5.3 trends and an action plan to address any areas of Authority dissatisfaction.

10. CONFLICTS OF INTEREST

- 10.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any of the Supplier's Personnel are placed in a position where, in the reasonable opinion of the Authority:
- 10.1.1 there is or may be an actual conflict or potential conflict, between the pecuniary or personal interests of the Supplier and/or its Personnel and the duties owed to the Commissioning Bodies under the provisions of the Contract; or
- 10.1.2 the behaviour of the Supplier and/or the Supplier's Personnel is not in the best interest of and/or might adversely affect the reputation of any Commissioning Body.
- 10.2 The Supplier shall as soon as reasonably practicable disclose to the Authority full particulars of any behaviour which might give rise to the acts complained of in Clauses 10.1.1 or 10.1.2.
- 10.3 Within three (3) Working Days of the date of disclosure pursuant to Clause 10.2 the Supplier shall consult with the Authority to discuss a way to remedy to any conflict or behaviour that, in the Authority's reasonable opinion, falls within Clauses 10.1.1 or 10.1.2.
- 10.4 If, within five (5) Working Days of the consultation under Clause 10.3, the Supplier fails, in the Authority's reasonable opinion, to remedy the breach then the Authority reserves the right to terminate the Contract by serving on the Supplier notice in writing with effect from the date specified in that notice and/or to take such other steps it deems necessary.
- 10.5 The actions of the Authority pursuant to this Clause shall not prejudice or affect any right of action or remedy which has accrued or will accrue to the Authority.

11. SERVICE PAYMENT

- 11.1 In consideration of the proper performance by the Supplier of the Supplier's obligations under this Contract the Service Payment shall be paid to the Supplier in accordance with **Error! Reference source not found.**
- 11.2 The Service Payment shall be fixed from the Commencement Date to the second anniversary of the Services Commencement Date. Thereafter, any adjustment to the Service Payment (including during any extension period) shall be calculated in accordance with Paragraph **Error! Reference source not found.** of **Error! Reference source not found.**

11.3 Except where otherwise provided, the Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Contract.

12. RECOVERY OF SUMS DUE

12.1 Subject to Clause 12.2, whenever under this Contract any sum of money is recoverable from or payable by the Supplier to a Commissioning Body (including any sum which the Supplier is liable to pay to the Authority in respect of any Default), the respective Commissioning Body may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Commissioning Body under this Contract or under any other agreement or contract with the Commissioning Body or the Crown.

12.2 The provisions of Clause 12.1 shall not apply to amounts due to any Commissioning Body (including the Authority) in respect of Service Credits (pursuant to Paragraph 5.2 of Schedule 7) which shall accordingly not be deductible whether by way of set-off, counterclaim, discount, abatement or otherwise by any of the Commissioning Bodies from any sum due (or which may become due) to the Supplier from any Commissioning Body under this Contract or under any other agreement or contract with the Commissioning Body or the Crown.

12.3 The Supplier shall make any payments due to any Commissioning Body without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Commissioning Body to the Supplier.

13. EURO

13.1 Any legislative requirement to account for the Services in Euro € (or to prepare for such accounting), instead of and/or in addition to Pounds Sterling £, shall be implemented by the Supplier at nil charge to the Authority or any other Commissioning Body.

13.2 The Authority shall provide all reasonable assistance to facilitate compliance with Clause 13.1 by the Supplier.

14. GOVERNANCE

14.1 The Parties agree to manage the Contract through the governance structure detailed in **Error! Reference source not found..**

15. CHANGE CONTROL

15.1 Unless otherwise expressly set out in the Contract, all proposed Contract Changes shall be processed by the Parties in accordance with **Error! Reference source not found..**

16. RECORDS AND REPORTING

16.1 The Supplier shall comply with the provisions of **Error! Reference source not found.** in relation to:

16.1.1 the production and supply of Management Information and other reports; and

16.1.2 the maintenance and retention of records.

16.2 The Supplier agrees that, notwithstanding any other term in the Contract, the Authority may provide:

16.2.1 the remaining Commissioning Bodies;

16.2.2 Cabinet Office;

16.2.3 the National Audit Office; and

16.2.4 Parliament and Parliamentary Committees,

with the Management Information, reports and records made available to the Authority under this Contract.

16.3 Upon receipt of the information provided by the Supplier to the Authority pursuant to Clause 16.1 or receipt of information provided by the Authority to the bodies named in Clause 16.2, the Supplier consents (without prejudice to its other rights and obligations under this Contract (including Clause 37 and at Law) that the Authority and those named in Clause 16.2 may:

16.3.1 store and analyse the information, reports and records and produce statistics; and

16.3.2 share the information, reports and records and/or any statistics produced using them with any of those bodies named in Clause 16.2 to the extent each has not already received such information.

17. AUDIT

17.1 Without prejudice to Clause 38.5, the Supplier shall promptly, and in any event within two (2) Working Days of request (unless otherwise agreed by the Authority in writing), provide, and shall procure its Sub-contractors promptly provide within the same timescale, each of the Authority, the National Audit Office, the Audit Commission and their respective representatives (**Auditors**) access to the records which it is required to maintain under this Contract as may be required by the Authority and/or Auditors from time to time, in order that the Authority and/or Auditors may carry out an audit including for the following purposes:

17.1.1 to verify the accuracy of Service Payments (and proposed or actual variations to them in accordance with the Contract) and any other payment made under this Contract;

17.1.2 to identify or investigate actual or suspected Fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

17.1.3 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and the Auditor General;

17.1.4 to review the integrity, confidentiality and security of Personal Data of which a Commissioning Body is Data Controller;

17.1.5 to review the Supplier's compliance with the Data Protection Legislation in accordance with the Contract and any other Laws;

17.1.6 to review the Supplier's compliance with its security obligations under the Contract;

17.1.7 to review any books of accounts and the internal contract management accounts kept by the Supplier in connection with the provision of the Services;

17.1.8 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;

17.1.9 to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

17.1.10 to verify the accuracy or completeness of any Management Information required to be provided by the Supplier under the Contract;

17.1.11 to review any records relating to the Supplier's performance of the Services; and

- 17.1.12 to ensure that the Supplier is complying with its obligations under the Contract.
- 17.2 The Authority agrees that it shall not appoint as its Auditor an Other Supplier if that Other Supplier provides the same or similar services to the Services in the ordinary course of its business.
- 17.3 Nothing in the Contract shall prevent or restrict the rights of the Comptroller and Auditor General and/or its representatives from carrying out an audit, examination or investigation of the Supplier and/or any Sub-contractors for the purposes of and pursuant to applicable Law.
- 17.4 The Authority shall give the Supplier reasonable written notice of its requirement to conduct an audit which shall be conducted during normal working hours.
- 17.5 The Supplier shall, and shall procure its Sub-contractors shall, on demand provide the Authority and any Auditors with all reasonable co-operation and assistance in relation to each audit, including by providing:
- 17.5.1 all information within the scope of the audit requested by the Authority and/or Auditors;
- 17.5.2 reasonable access to:
- (a) any Supplier Premises (and in the event the records and accounts are held by a Sub-contractor or some other third party the Supplier shall procure reasonable access to such party's premises);
 - (b) the Supplier Assets;
 - (c) any other equipment which may be used in the provision of the Services including that belonging to its Sub-contractors; and
 - (d) the Supplier's Personnel.
- 17.6 If an audit reveals:
- 17.6.1 a material Default; or
- 17.6.2 Fraud or suspected Fraud,
- the Supplier shall reimburse the Authority and its Auditors' reasonable costs incurred in relation to the audit and the Authority be entitled to exercise its rights to terminate the Contract pursuant to Clause 51.
- 17.7 If an audit reveals:
- 17.7.1 a Commissioning Body has overpaid any charges, the Supplier shall pay:
- (a) to the relevant Commissioning Body on demand:
 - (i) the amount overpaid;
 - (ii) interest on the amount overpaid, accruing on a daily basis at a rate of 3% per annum above the Bank of England's base rate from the date of overpayment by the Commissioning Body up to the date of repayment by the Supplier, whether before or after judgement; and
 - (b) to the Authority on demand (in addition to any sums which may be due to it under Clause 17.7.1), the reasonable costs incurred by the Authority and any Auditor undertaking the audit; or

17.7.2 a Commissioning Body has underpaid any charges, the Supplier shall not be entitled to increase the Service Payment paid or payable by the relevant Commissioning Body but, where the relevant Commissioning Body is the Authority, the Authority shall or, where the relevant Commissioning Body is not the Authority, the Authority shall use its reasonable endeavours to ensure that the relevant Commissioning Body shall pay to the Supplier the difference between the actual Service Payment paid and the Service Payment which should have been due within such timescale and/or instalments as agreed between those parties in writing.

18. SUPPLIER PERSONNEL

18.1 The Supplier shall:

18.1.1 employ or, subject to Clause 21, engage at all times a sufficient number of Personnel to fulfil its obligations under this Contract;

18.1.2 ensure that its Personnel are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;

18.1.3 promptly inform and keep the Authority informed in writing of any industrial relations, problems or other matters relating to its Personnel which may affect the performance of the Contract;

18.1.4 not employ or engage any person where the Supplier knows, or by reason of the circumstances might reasonably be expected to know, that the person concerned is involved in any unlawful procurement of social security benefits or tax exemptions in connection with his employment by or engagement with the Supplier;

18.1.5 not make, facilitate or participate in the procurement of any unlawful payments to any of its Personnel, whether in the nature of social security fraud, evasion of tax or otherwise;

18.1.6 at all times comply with all Law relating to income tax, national insurance contributions and any other related taxes;

18.1.7 ensure that those Personnel as set out in the Service Specification, or as otherwise requested by from time to time by a Commissioning Body and/or Quality Assurance Supplier, have undertaken a Disclosure and Barring Service check and such other security clearance requirements as set out in this Contract; and

18.1.8 without limitation to Clause 18.2, and subject to the procedure set out in Paragraph 6 of Annex 7 of Schedule 2 in respect of Language Professionals, where the Authority serves notice in writing, giving its reasons, remove from the provision of the Services any Personnel in the accordance with the period of time so directed by the Authority.

18.2 If a member of the Supplier's Personnel discloses that he/she has a Relevant Conviction, or is found to have a Relevant Conviction, the Supplier shall promptly notify each Commissioning Body. Each Commissioning Body reserves the right, at any time following receipt of a notification given under this Clause 18.2, to request the Supplier removes the relevant member of the Supplier's Personnel from the provision of the Services that such Commissioning Body receives under this Contract and the Supplier shall do so immediately.

18.3 In respect of Language Professionals:

18.3.1 the Supplier may appoint Language Professionals without the prior Approval of the Authority provided it:

(a) only engages with such Language Professionals on terms which shall:

- (i) ensure that the Language Professionals keep confidential all Confidential Information of the Commissioning Bodies;
- (ii) ensure that the Supplier Assets and the Deliverables can be licensed and assigned (as appropriate) in the manner contemplated in Clauses 30 and 32;
- (iii) confirm that the Language Professional will not sub-contract the obligations they have to the Supplier in respect of this Contract;
- (iv) confirm the Language Professional is required to:
 - (A) perform the Services with all reasonable skill and care in a timely, professional and ethical manner, together with any other standards of services which may be set out in this Contract and which are applicable to such grade of Language Professional;
 - (B) comply with the Authority Code of Conduct together with all other policies and procedures which may be in force at any Commissioning Body Premises or other Location which the Language Professional visits; and
 - (C) record all instances where he/she performs translation and interpretation services on behalf of the Supplier under this Contract;
- (v) prohibit the Language Professional placing himself in a conflict of interest, as further detailed in Clause 10 of this Contract; and
- (b) ensures each Language Professional is qualified to a standard no less than set out in the Service Specification.

18.3.2 the Supplier shall ensure:

- (a) except in the case of Pre-Registered Language Professionals, that each Language Professional does not commence the provision of the Services on behalf of the Supplier until he/she has successfully completed the Onboarding Process;
- (b) that within two (2) Working Days of commencement of engagement of each Language Professional (and, at all other times, promptly, and in any event within two (2) Working Days of request) provide to the Quality Assurance Supplier (or, if there is no Quality Assurance Supplier, to the Authority and/or such Other Supplier the Authority may direct) the Language Professional Data and such other information that Quality Assurance Supplier may require in respect of the Language Professionals to enable it to perform services on behalf of the Authority (including those services set out in the Service Specification);
- (c) that it promptly, and in any event within two (2) Working Days, notifies the Quality Assurance Supplier (or, if there is no Quality Assurance Supplier, to the Authority and/or such Other Supplier as the Authority may direct) with details of any changes to the Language Professional Data and other information which has been provided under Clause 18.3.2(b); and
- (d) without limitation to Clause 18.3.2(b), promptly, and in any event within two (2) Working Days of request, provide up to date information on the Language Professionals (including Language Professional Data) to any Commissioning Body.

18.4 If requested by the Authority, the Supplier shall promptly, and in any event within two (2) Working Days, provide to the Authority a copy of the contract entered into between the Supplier and a

Language Professional (which may be shared with any other Commissioning Body, Quality Assurance Supplier and/or the Auditors).

- 18.5 The Authority shall use its reasonable endeavours to ensure that the Quality Assurance Supplier does not (except as expressly permitted in this Clause 18.5) disclose to any Other Supplier the Supplier's Confidential Information which the Supplier is required to provide in accordance with Clause 18.3.2(b) and Clause 18.3.2(c) provided always that the Supplier acknowledges and agrees that the Quality Assurance Supplier shall be entitled to disclose the Supplier's Confidential Information to the Authority and any other Commissioning Body in accordance with the terms of the contract between the Quality Assurance Supplier and the Authority.
- 18.6 The Supplier shall at all times remain responsible for its Personnel (including those of its Sub-contractors) and the acts and omissions of its Personnel (including those of its Sub-contractors). An obligation on the Supplier to do, or refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its Personnel (and those of its Sub-contractors) also do, or refrain from doing, such act or thing.

19. KEY PERSONNEL

- 19.1 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Contract Period. **Error! Reference source not found.** lists the Key Roles and names of the persons whom the Supplier shall appoint to fill those Key Roles at the Commencement Date.
- 19.2 The Authority may identify any further roles as being Key Roles and, following agreement by the Supplier (such agreement not to be unreasonably withheld or delayed), the relevant persons selected to fill those Key Roles shall be included in the list of Key Personnel.
- 19.3 The identity of each member of Key Personnel shall be subject to the Approval of the Authority, such Approval not to be unreasonably withheld or delayed.
- 19.4 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under any Exit Plan) unless:
- 19.4.1 requested to do so by the Authority;
 - 19.4.2 the person concerned resigns, retires, dies or is on maternity or paternity leave or long-term sick leave;
 - 19.4.3 the person's employment or contractual arrangement with the Supplier or Sub-contractor is terminated for material breach of contract by the employee; or
 - 19.4.4 the Supplier obtains the Authority's Approval (such Approval not to be unreasonably withheld or delayed).
- 19.5 The Supplier shall:
- 19.5.1 notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less), in which case the Supplier shall ensure appropriate temporary cover for that Key Role;
 - 19.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 19.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least one (1) month's notice;
 - 19.5.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer

responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and

19.5.5 ensure that any replacement for a Key Role:

(a) has a level of qualifications and experience appropriate to the relevant Key Role; and

(b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

20. EMPLOYMENT LIABILITY

20.1 The Supplier shall both during and after the Contract Period on demand indemnify and keep indemnified and hold harmless each Commissioning Body from and against all Losses which each Commissioning Body may suffer or incur as a result of:

20.1.1 all Employee Liabilities that may arise as a result of any claims brought against a Commissioning Body by any person where such claim arises from any act or omission of the Supplier or any of its Personnel; and/or

20.1.2 any income tax, national insurance and social security contributions and any other liability deduction, contribution, assessment or claim arising from or made in connection with the employment or engagement by the Supplier of its Personnel in the provision of the Services.

21. SUB-CONTRACTING

21.1 Subject to this Clause 21, the Supplier shall not Sub-contract its rights or obligations under the Contract without the Approval of the Authority (such Approval not to be unreasonably withheld or delayed). For these purposes, the Authority may withhold its Approval to the appointment of a Sub-contractor for reasons including if the Authority reasonably considers that:

21.1.1 the appointment of the proposed Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of a Commissioning Body;

21.1.2 the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or

21.1.3 the proposed Sub-contractor should be excluded in accordance with Clause 21.2.

21.2 Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the PCR, then:

21.2.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor; and

21.2.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not appoint the Sub-contractor and the Supplier shall comply with such a requirement.

21.3 The Authority consents to the appointment of the Sub-contractors listed in **Error! Reference source not found.**

21.4 The Supplier shall ensure that each Sub-contract in relation to the provision of the Services shall:

21.4.1 reflect the Market Stewardship Principles set out in **Error! Reference source not found.**;

- 21.4.2 contain a provision to the effect that the Sub-contractor complies with its legal obligations in the fields of environmental, social and labour law;
 - 21.4.3 contain obligations no less onerous on the Sub-contractor than those imposed on the Supplier under this Contract, including those in respect of Clause 10, Clause 17, Clause 26, Clause 34, Clause 36, Clause 37, Clause 38, Clause 39, Clause 40, Clause 45; and
 - 21.4.4 contain a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-contract to the Authority, any other Commissioning Body or any Replacement Supplier without restriction (including any need to consent or approval) or payment by the Authority, any other Commissioning Body or any Replacement Supplier.
- 21.5 If requested by the Authority, within ten (10) Working Days of written notice, the Supplier shall provide to the Authority:
- 21.5.1 a copy of the Sub-contract entered into with its Sub-contractor (which may be shared with any other Commissioning Body and/or the Auditors); and
 - 21.5.2 any other information reasonably requested by the Authority in relation to the Sub-contract or Sub-contractor.
- 21.6 The Authority may require the Supplier to terminate a Sub-contract where the relevant Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social and/or labour law.

22. SUPPLY CHAIN PROTECTION

- 22.1 Where the Supplier or a Sub-contractor enters into a Sub-contract, it shall include within such Sub-contract provisions:
- 22.1.1 requiring the Supplier or the Sub-contractor receiving goods or services under the Sub-contract to consider and verify invoices under that contract in a timely fashion;
 - 22.1.2 that if the Supplier or the Sub-contractor fails to consider and verify an invoice in accordance with Clause 22.1.1, the invoice shall be regarded as valid and undisputed for the purposes of Clause 22.1.3 after a reasonable time has passed;
 - 22.1.3 requiring the Supplier or Sub-contractor (as the case may be) to pay any undisputed sums which are due from it to their Sub-contractor within a specified period not exceeding thirty (30) days of verifying that invoice is valid and undisputed;
 - 22.1.4 giving the Authority the right to publish both the Supplier's and the Sub-contractor's compliance with its obligation to pay undisputed invoices within the specified payment period; and
 - 22.1.5 requiring the Sub-contractor to include a clause to the same effect as this Clause 22.1 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.

23. STAFF TRANSFER

- 23.1 The Parties agree that:
- 23.1.1 where the commencement of the provision of any part of the Services results in a Relevant Transfer of Transferring Former Supplier Employees, Part A of **Error! Reference source not found.** shall apply;

- 23.1.2 where the commencement of the provision of any part of the Services does not result in a Relevant Transfer of employees of the Former Supplier, Part B of **Error! Reference source not found.** shall apply; and
- 23.1.3 on expiry or termination of the Services, Part C of **Error! Reference source not found.** shall apply.

24. OFFERS OF EMPLOYMENT

- 24.1 For the duration of the Contract and for a period of twelve (12) Months thereafter neither Party shall employ or offer employment to any of the other Party's employees who have been associated with the procurement and/or the contract management of the Services without that Party's Approval unless the employment pertained to an advertised position where appointment was made following fair and open competition.

25. BRIBERY AND COMPLIANCE

- 25.1 The Supplier shall not, and shall procure its Personnel shall not, during the Contract Period:
- 25.1.1 commit a Prohibited Act; or
- 25.1.2 do or suffer anything to be done which would cause a Commissioning Body or any of their respective Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 25.2 The Supplier warrants and undertakes to the Authority that neither it, nor to the best of its knowledge any of its Personnel, have at any time prior to the Commencement Date:
- 25.2.1 committed a Prohibited Act or been formally notified that is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- 25.2.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 25.3 The Supplier shall:
- 25.3.1 in relation to this Clause 25, act in accordance the Relevant Requirements;
- 25.3.2 immediately notify the Authority if it suspects or becomes aware of any breach of this Clause 25; and
- 25.3.3 respond promptly, and in any event within two (2) Working Days, to any of the Authority's enquiries regarding any breach, potential breach or suspect breach of this Clause 25 and the Supplier shall co-operate with any investigation and allow the Authority, or such third party it elects, to audit the Supplier's books, records and any other relevant documentation in connection with the breach.
- 25.4 If the Supplier, the Supplier's Personnel or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge, is in Default under this Clause 25 and/or 42.1.4 then without prejudice to the Authority's other rights or remedies:
- 25.4.1 the Authority shall be entitled to terminate the Contract by serving on the Supplier notice in writing with effect from the date specified in that notice; and
- 25.4.2 the Supplier shall on demand indemnify and keep indemnified and hold harmless each Commissioning Body from and against all Losses which each Commissioning Body may suffer or incur as a result of or in connection with such Default.

Promoting Tax Compliance

25.5 If, at any point during the Contract an Occasion of Tax Non-Compliance occurs the Supplier shall:

25.5.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

25.5.2 promptly, and in any event within two (2) Working Days of the notification being submitted in accordance with Clause 25.5.1, provide to the Authority:

- (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

26. SAFEGUARD AGAINST FRAUD

26.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by the Supplier and/or its Personnel.

26.2 The Supplier shall immediately notify the Authority in writing if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur, save where complying with this provision would cause the Supplier and/or its Personnel to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

26.3 If the Supplier and/or the Supplier's Personnel commit Fraud, then without prejudice to the Authority's other rights or remedies:

26.3.1 the Authority shall be entitled to terminate the Contract by serving on the Supplier notice in writing with effect from the date specified in that notice; and

26.3.2 the Supplier shall on demand indemnify and keep indemnified and hold harmless each Commissioning Body from and against all Losses which each Commissioning Body may suffer or incur as a result of or in connection with any breach of Clause 26.

27. DISCRIMINATION

27.1 In providing the Services the Supplier 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**).

27.2 The Supplier shall take all reasonable steps to procure the observance of the Equalities Provisions by its Personnel engaged in the provision of the Services.

27.3 The Supplier shall provide such information as the Authority may reasonably require for the purpose of assessing the Supplier's compliance with Clause 27.1 and Clause 27.2. Without prejudice to the foregoing, the Supplier shall capture and record equality data and information based on the nine protected characteristics under the Equality Act 2010 for all Language Professionals used in connection with the Contract.

27.4 The Supplier shall notify the Authority immediately in writing upon becoming aware of any investigation or legal proceedings brought against the Supplier and/or its Personnel under the Equalities Provisions.

27.5 In the event of any finding of unlawful discrimination being made against the Supplier and/or its Personnel under the Equalities Provisions, whether such event happened before the Commencement Date or during the Contract Period, the Supplier shall immediately inform the

Authority of this finding and 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.

- 27.6 In the event of repeated findings of unlawful discrimination against the Supplier during the Contract Period (whether arising from the same or different acts or omissions, and regardless of any steps it has taken in accordance with Clause 27.5 above) the Authority shall without prejudice to its other rights and remedies be entitled to terminate the Contract by serving notice in writing on the Supplier with effect from the date specified in that notice.
- 27.7 If requested to do so by the Authority, the Supplier shall, and shall procure its Personnel shall, at its own expense, fully co-operate with any Commissioning Body in connection with any investigation, legal proceedings, ombudsman inquiries or arbitration in which that Commissioning Body may become involved arising from any breach of the that Commissioning Body's duties under the Equalities Provisions due to the alleged acts or omissions of the Supplier and/or its Personnel.

28. CHANGE IN LAW

- 28.1 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the Contract nor be entitled to an increase in the payments due under this Contract as a result of a change in Law.
- 28.2 Subject to Clause 28.1, the Parties shall implement any change to a Party's obligations under the Contract made necessary by a change in Law in accordance with the Change Control Procedure.
- 28.3 Each Party will promptly notify the other in writing upon becoming aware of any change in Law.

29. INTELLECTUAL PROPERTY

- 29.1 Except as expressly set out in the Contract:
- 29.1.1 no Commissioning Body shall acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:
- (a) Supplier Assets; and
 - (b) Supplier Background IPR.
- 29.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of each Commissioning Body or its licensors, including:
- (a) Commissioning Body Materials; and
 - (b) Commissioning Body Background IPR.

30. LICENCES GRANTED BY SUPPLIER

- 30.1 The Supplier hereby grants to each Commissioning Body, or shall procure the direct grant to each Commissioning Body of, a royalty free, irrevocable and non-exclusive licence to use the:

- 30.1.1 Supplier Assets; and
- 30.1.2 Supplier Background IPR,

for any purpose relating to the Services or the Replacement Services.

- 30.2 The licence granted in Clause 30.1 includes the right for each Commissioning Body to grant sub-licences to other bodies of the Crown, to the Replacement Supplier(s) and to any Other Supplier,

provided in each case that the sub-licence is on terms no broader than the licence granted to the Commissioning Bodies.

30.3 The licence granted in Clause 30.1 shall remain in force for the Contract Period and for one (1) year following the expiry or termination of the Contract provided that:

30.3.1 if any Supplier Background IPR is embedded in or an integral part of any of the Deliverables, the licence granted shall a royalty free, irrevocable, non-exclusive, perpetual licence for each Commissioning Body and their respective sub-licensees to enjoy the full benefit of the relevant Deliverables; and

30.3.2 in respect of the Portal, following expiry or termination of this Contract the Supplier may, with the Authority's prior Approval, for so long as the Authority uses the Portal charge the Authority reasonable fees (based on the Supplier's then current market rates) for hosting the Portal and providing any Portal upgrade or maintenance services required by the Authority.

30.4 The Supplier agrees that any Supplier Background IPR comprised or contained in the Register shall be for the purposes of Clause 30.3 be regarded as embedded in or an integral part of the Register and so subject to the royalty free, irrevocable, non-exclusive, perpetual licence referred to in Clause 30.3.1, but without prejudice to Clause 29.1.1.

31. LICENCES GRANTED BY THE AUTHORITY

31.1 The Authority hereby grants to the Supplier and, where necessary shall use its reasonable endeavours to procure the Commissioning Bodies grant to the Supplier, a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the:

31.1.1 Deliverables;

31.1.2 Commissioning Body Materials; and

31.1.3 Commissioning Body Background IPR,

solely to the extent necessary for performing the Services in accordance with this Contract.

31.2 The licence granted in Clause 31.1 includes the right for the Supplier to grant sub-licences to its Sub-contractors provided that:

31.2.1 any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 37; and

31.2.2 the sub-licence is granted solely to the extent necessary for performing the Services in accordance with the Contract.

31.3 The licence referred to in Clause 31.1 and any sub-licence granted pursuant to Clause 31.2 shall terminate automatically at the end of the Contract Period and the Supplier shall promptly thereupon deliver to the relevant Commissioning Body (or, if the relevant Commissioning Body so elects in relation to some or all of the material destroy and certify that it has done so) in the format and media requested all materials and all copies thereof licensed by the Commissioning Body to the Supplier pursuant to Clause 31.1 in the Supplier's or any Sub-contractor's possession or control.

32. ASSIGNMENT OF THE DELIVERABLES

32.1 Subject to Clause 32.6, the Supplier hereby assigns to the Authority, with full title guarantee, title to and all rights and interests in the Deliverables or shall procure that the first owner of the Deliverables assigns them to the Authority on the same basis.

- 32.2 The assignment under Clause 32.1 shall take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Deliverables, as applicable.
- 32.3 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Authority under this Contract.
- 32.4 If requested to do so by the Authority, the Supplier shall without charge to the Authority execute all documents and do such further acts as the Authority may require to perfect the assignment under Clause 32.1 or shall procure that the first owner of the Deliverables does so on the same basis.
- 32.5 Where the Supplier acquires, by operation of law, title to the Deliverables that is inconsistent with the allocation of title set out in Clause 32.1, it shall assign such Deliverables as it has acquired to the Authority in accordance with this Clause 32.5 or, where relevant, shall procure that the first owner of the Deliverables does so on the same basis.
- 32.6 In the case of Paragraph 5.3 of Schedule 2, the Supplier shall assign the recordings of the interpretation and all Intellectual Property Rights therein to the relevant Commissioning Body in accordance with Clauses 32.1 to 32.5 (inclusive) as if such Commissioning Body was the Authority.

33. IPR INDEMNITY

- 33.1 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Services (including any Deliverables and/or other materials licensed or supplied to any Commissioning Body or Indemnified Persons (whether directly or indirectly)) and the Supplier shall on demand indemnify and keep indemnified and hold each Commissioning Body and each other Indemnified Person harmless from and against all Losses which each Commissioning Body and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this Clause 33.1.
- 33.2 The Authority shall, and shall use its reasonable endeavours to procure the other Commissioning Bodies and Indemnified Persons shall, notify the Supplier in writing of any claim or demand brought against it for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier.
- 33.3 Save where the Authority has given written notice in accordance with Clause 44.1 (in which case the provisions of Clause 44 shall apply instead of this Clause 33.3 and Clauses 33.4 and 33.5) the Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Supplier, provided always that the Supplier shall:
- 33.3.1 consult the Authority and any other relevant Commissioning Body and Indemnified Persons on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 33.3.2 take due and proper account of the interests of each Commissioning Body and Indemnified Persons; and
 - 33.3.3 not settle or compromise any claim without the Authority's Approval (not to be unreasonably withheld or delayed).
- 33.4 The Authority shall, and shall use its reasonable endeavours to procure the necessary other Commissioning Bodies and Indemnified Persons shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority, Supplier or any other Commissioning Body or Indemnified Persons by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Supplier's obligations under the Contract and the Supplier shall on demand indemnify and keep indemnified and hold harmless

each Commissioning Body and each other Indemnified Persons from and against all Losses which each Commissioning Body and Indemnified Persons may suffer or incur in doing so.

- 33.5 The Authority shall not, and shall use its reasonable endeavours to procure the other Commissioning Bodies and Indemnified Persons shall not, make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by a Commissioning Body, Indemnified Persons or the Supplier in materials supplied or licensed by the Supplier under the Contract.
- 33.6 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier is made in connection with the Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall promptly notify each relevant Commissioning Bodies and Indemnified Persons and, at its own expense and subject to the Approval of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:
- 33.6.1 modify any or all of the Services (which for the purposes of this Clause 33.6 shall include any Deliverables and/or other materials licensed or supplied to any Commissioning Body or Indemnified Persons (whether directly or indirectly)) without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or
- 33.6.2 procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority;

and in the event that the Supplier is unable to comply with Clauses 33.6.1 or 33.6.2 within twenty (20) Working Days of receipt of the Supplier's notice the Authority shall, without prejudice to its other rights and remedies, be entitled terminate the Contract by notice in writing to the Supplier with effect from the date specified in that notice.

34. COMMISSIONING BODY ASSETS

- 34.1 In respect of Commissioning Body Premises, the Supplier shall, and shall procure its Personnel shall, comply with the requirements of **Error! Reference source not found..**
- 34.2 In respect of Information Security, the Supplier shall, and shall procure its Personnel shall, comply with the requirements of **Error! Reference source not found..**
- 34.3 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Commissioning Body Materials and Deliverables.
- 34.4 To the extent that Commissioning Body Materials and/or Deliverables are held and/or processed by the Supplier or any of its Personnel on its behalf, the Supplier shall:
- 34.4.1 preserve the integrity and maintain in good order and condition the Commissioning Body Materials and Deliverables and shall prevent the corruption, loss or damage of or to Commissioning Body Materials and Deliverables including any copy thereof;
- 34.4.2 promptly return the Commissioning Body Materials and Deliverables (and all copies thereof) to the relevant Commissioning Body upon its request at no additional cost and in the format and on the media requested by such Commissioning Body from time to time;
- 34.4.3 destroy, and procure its Sub-contractors destroy, all Commissioning Body Materials and/or Deliverables upon the earlier of:
- (a) the expiry of the applicable Retention Period; and

- (b) the written request of the Commissioning Body to whom the Commissioning Body Materials and/or Deliverables belong,

and following the destruction of such Commissioning Body Materials and/or Deliverables, certify that it has done so to the relevant Commissioning Body;

- 34.4.4 without prejudice to any other rights or remedies the Commissioning Bodies may have, permit the Commissioning Bodies and their respective agents to enter upon the Supplier Premises during normal business hours on reasonable notice to remove the Commissioning Body Materials and/or Deliverables; and
 - 34.4.5 at the request of the Commissioning Body to whom the Commissioning Body Materials and/or Deliverables belong, store such items separately and ensure that they are clearly identifiable as belonging to the respective Commissioning Body.
- 34.5 To the extent the Commissioning Body Materials and Deliverables comprises data, the Supplier shall perform secure back-ups of such data at least twenty four hour (24) intervals and ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan. The Supplier shall ensure that such back-ups are available to the respective Commissioning Bodies (or to such other persons as the respective Commissioning Bodies may direct) at all times upon request.
- 34.6 If at any time the Supplier suspects or has reason to believe that Commissioning Body Materials and/or Deliverables have or may become corrupted, lost, degraded or damaged in any way for any reason as a result of its actions or omissions or that of its Personnel, then the Supplier shall:
- 34.6.1 notify the Authority and any other affected Commissioning Bodies immediately;
 - 34.6.2 inform the Authority and any other affected Commissioning Body of the remedial action the Supplier proposes to take;
 - 34.6.3 use its best endeavours to recover the Commissioning Body Materials and/or Deliverables and otherwise make good an damage caused;
 - 34.6.4 without prejudice to Clause 34.6.3, promptly act on the instructions of the Authority and any other affected Commissioning Bodies; and
 - 34.6.5 co-operate with any investigation the Authority and other Commissioning Bodies considers necessary to undertake as a result of breach of suspected breach.
- 34.7 In the event that through any Default of the Supplier and/or its Personnel, Commissioning Body Data is either lost, corrupted, degraded or damaged, the Supplier shall on demand indemnify and keep indemnified and hold harmless each Commissioning Body from and against all Losses which each Commissioning Body may suffer or incur as a result of or in connection with any such Default.

35. LANGUAGE PROFESSIONAL DATA

- 35.1 With respect to the Personal Data relating to each Language Professional which the Supplier is required to collate from the Language Professional under this Contract (and which may contain Sensitive Personal Data) (**Language Professional Data**), the Parties agree that:
- 35.1.1 each Party shall be a Data Controller in its own right in respect of its Processing of that Language Professional Data; and
 - 35.1.2 any other Commissioning Body who receives Language Professional Data pursuant to this Contract shall be a Data Controller in its own right in respect of its Processing of that Language Professional Data.

- 35.2 Prior to providing the Language Professional Data to a Commissioning Body, the Supplier shall ensure each Language Professional about whom the Language Professional Data relates has agreed in writing:
- 35.2.1 that their Personal Data will be transferred to each of the Commissioning Bodies;
 - 35.2.2 that their Personal Data will be held in the Register and will be Processed for the purposes of the Authority meeting its obligations under the Directive;
 - 35.2.3 that their Personal Data, or parts thereof, may be published on the website of the Quality Assurance Supplier and made available to a third party on request (provided that, in each case, the name of the Language Professional shall not be published or made available);
 - 35.2.4 without limitation to Clause 35.2.2, that the Commissioning Bodies may use the Language Professional Data at any time for the purposes of:
 - (i) the receipt of the Services;
 - (ii) communicating with the Language Professionals;
 - (iii) the performance of the Commissioning Bodies' respective businesses or functions; and/or
 - (iv) compliance with Law.
 - 35.2.5 the Commissioning Bodies may transfer the Language Professional Data to Other Suppliers to be Processed in accordance with the instructions of the respective Commissioning Body.
- 35.3 In respect of the Language Professional Data, the Supplier shall:
- 35.3.1 promptly, and in any event within two (2) Working Days, provide evidence of the written consent obtained from a Language Professional in accordance with Clause 35.2 upon request of a Commissioning Body;
 - 35.3.2 immediately notify each Commissioning Body in writing if the consent obtained from the Language Professional in accordance with Clause 35.2 (whether in whole or in part) is revoked by the Language Professional;
 - 35.3.3 ensure the transfer of Language Professional Data to a Commissioning Body shall at all times comply with Data Protection Legislation and **Error! Reference source not found.**;
 - 35.3.4 immediately notify each Commissioning Body of any unlawful or unauthorised Processing of the Language Professional Data or if any of the Language Professional Data is disclosed in breach of this Contract and/or any breach of the security measures to be put in place under this Contract;
 - 35.3.5 ensure that it does not knowingly or negligently do or omit to do anything which places any Commissioning Body in breach of its obligations under the Data Protection Legislation in respect of the Language Professional Data;
 - 35.3.6 immediately notify each Commissioning Body if it receives a complaint in respect of its Processing of the Language Professional Data (whether from the Language Professional themselves or any other third party); and
 - 35.3.7 comply with such other obligations it has under Clause 36 to the extent that the obligations apply to the Language Professional Data.

36. PROTECTION OF PERSONAL DATA

- 36.1 For the purposes of this Clause 36, references to "Commissioning Body" shall be that Commissioning Body which is the Data Controller for the relevant Commissioning Body Data.
- 36.2 Save in respect of Clause 35, with respect to the Parties' rights and obligations under the Contract, the Parties agree that the relevant Commissioning Body is the Data Controller and the Supplier is the Data Processor with respect of the Supplier's Processing of the Commissioning Body Data.
- 36.3 The Supplier shall:
- 36.3.1 at all times comply with the requirements of the Data Protection Legislation;
 - 36.3.2 ensure that at all times it has in place appropriate technical and organisational measures to:
 - (a) ensure the security of the Commissioning Body Data of each Commissioning Body; and
 - (b) to guard against unauthorised or unlawful Processing of the Commissioning Body Data and against accidental loss or destruction of, or damage to, the Commissioning Body Data;
 - 36.3.3 without prejudice to 36.3.2, comply with the provisions of **Error! Reference source not found.** and ensure that any technical and organisational measures are to a standard no less than that set out in that **Error! Reference source not found.**;
 - 36.3.4 promptly, and in any event within two (2) Working Days, provide each Commissioning Body such information as that Commissioning Body may reasonably request to satisfy itself that the Supplier is complying with its obligations under the Contract and the Data Protection Legislation;
 - 36.3.5 comply with any notification requirements under the Data Protection Legislation;
 - 36.3.6 in the event of any change in Data Protection Legislation subsequent to the Commencement Date take such steps (including agreeing to additional obligations and/or executing additional documents) as may be requested by the Commissioning Body to ensure that the Processing by the Supplier of Commissioning Body Data complies with Data Protection Legislation;
 - 36.3.7 immediately notify each Commissioning Body of any unlawful or unauthorised Processing of any Commissioning Body Data or if any Commissioning Body Data is disclosed in breach of this Contract and/or any breach of the security measures to be put in place under this Contract;
 - 36.3.8 ensure that it does not knowingly or negligently do or omit to do anything which places any Commissioning Body in breach of its obligations under the Data Protection Legislation;
 - 36.3.9 Process the Commissioning Body Data only in accordance with instructions from each Commissioning Body (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by that Commissioning Body to the Supplier during the Contract Period);
 - 36.3.10 Process the Commissioning Body Data only to the extent, and in such manner, as is necessary for the provision of the Services;

- 36.3.11 ensure that access to the Commissioning Body Data is strictly limited to those of its Personnel who reasonably require access to the Commissioning Body Data in order to meet the Supplier's obligations under this Contract;
- 36.3.12 take all reasonable steps to ensure the reliability of any Supplier's Personnel who have access to the Commissioning Body Data and ensure that the Supplier's Personnel:
- (a) are informed of the confidential nature of the Commissioning Body Data and comply with the Supplier's obligations set out in this Clause 36 and otherwise under this Contract;
 - (b) are aware of the confidential nature of the Commissioning Body Data and do not publish, disclose or divulge any of the Commissioning Body Data to any third party unless directed in writing to do so by the Commissioning Body; and
 - (c) have undergone adequate training in the use, care, protection and handling of Commissioning Body Data;
- 36.3.13 obtain Approval from the relevant Commissioning Body in order to transfer the Commissioning Body Data to any Sub-contractors for the provision of the Services. To the extent such Commissioning Body Data is transferred to any Sub-contractor such party shall be considered a sub-processor to the Supplier;
- 36.3.14 notify each Commissioning Body within five (5) Working Days if it receives:
- (a) a request from a Data Subject (or a third party on their behalf) to have access to that person's Personal Data;
 - (b) a complaint or request relating to a Commissioning Body's obligations under the Data Protection Legislation; or
 - (c) any communication from the Information Commissioner or any other regulatory authority in connection with the obligations of any Commissioning Body in relation to Data Protection Legislation;
- 36.3.15 provide each Commissioning Body with full co-operation and assistance within reasonable time scales in relation to any complaint made or requests received in relation to Commissioning Body Data, including by promptly, and in any event within two (2) Working Days, providing:
- (a) the relevant Commissioning Bodies with full details of the complaint or request;
 - (b) such assistance and information as is reasonably requested to enable the relevant Commissioning Body to comply with the request or complaint within the relevant timescales set out in the Data Protection Legislation and in accordance with the relevant Commissioning Body's instructions; and
 - (c) providing the relevant Commissioning Body with any Commissioning Body Data it holds in relation to a Data Subject;
- 36.3.16 provide, within a reasonable timescale, a written description of the technical and organisational methods employed by the Supplier for the purpose of compliance with its obligations under this Clause 36 and provide to the relevant Commissioning Body copies of all documentation relevant to such compliance including protocols, procedures, guidance, training and materials; and
- 36.3.17 not Process Commissioning Body Data outside the European Economic Area without the Approval of the relevant Commissioning Body and if that Commissioning Body approves to a transfer to:

- (a) comply with any reasonable instructions notified to it by that Commissioning Body;
- (b) at the request of the Commissioning Body, enter into or procure the recipient of the Commissioning Body Data enters into such data transfer agreement as may be required by the Commissioning Body which may include any data transfer agreement which is approved or recognised by a data protection regulator; and/or
- (c) take such other steps as are required by the Commissioning Body to enable the processing of Commissioning Body Data outside the European Economic Area to take place in accordance with Data Protection Legislation.

36.4 The Supplier shall at all times on demand indemnify and keep indemnified and hold harmless each Commissioning Body from and against all Losses which each Commissioning Body may suffer or incur as a result of or in connection with any breach of this Clause 36 and/or Clause 35.

36.5 The provisions of this Clause 36 and Clause 35 shall apply during the Contract Period and indefinitely after the termination or expiry of the Contract.

37. CONFIDENTIALITY

37.1 To the extent that the Supplier discloses Confidential Information to either the Authority or a Commissioning Body, the Authority shall comply with and shall use its reasonable endeavours to procure that the other Commissioning Bodies comply with the terms of this Clause 37.

37.2 To extent that a Commissioning Body discloses Confidential Information to the Supplier, the Supplier shall comply with Clause 37 as if the Confidential Information of the Commissioning Body was that of the Authority.

37.3 Except to the extent set out in this Clause 37 or where disclosure is expressly permitted elsewhere in the Contract, the receiving party shall:

37.3.1 treat all Confidential Information belonging to the disclosing party as confidential and safeguard it accordingly; and

37.3.2 not disclose any Confidential Information belonging to the disclosing party to any other person without Approval of the disclosing party.

37.4 Subject to Clause 37.5, the Supplier may only disclose the Confidential Information of a Commissioning Body to:

37.4.1 its Personnel who are directly involved in the provision of the Services and need to know such Confidential Information for the provision of the Services;

37.4.2 its auditors;

37.4.3 its professional advisors for the purposes of obtaining advice in relation to this Contract; and

37.4.4 an assignee (and its employees, professional advisors, auditors or group companies) of the right to receive the Service Payment (together with other rights) in accordance with Clause 58, for purposes relating to the exercise and enforcement of such right.

37.5 Where the Supplier discloses the Confidential Information of a Commissioning Body in accordance with Clause 37.4 it shall:

37.5.1 ensure that its Personnel shall not use or exploit any of the Confidential Information received from a Commissioning Body otherwise than to enable the performance of the Supplier's obligations under this Contract;

- 37.5.2 ensure that its auditors and professional advisors shall not use or exploit any of the Confidential Information received from a Commissioning Body otherwise than in respect of providing advice to the Supplier in respect of this Contract;
- 37.5.3 ensure that an assignee of the right to receive the Service Payment (together with other rights) in accordance with Clause 58, and the employees, professional advisors, auditors and group companies of any such assignee, shall not use or exploit any of the Confidential Information received from a Commissioning Body otherwise than for purposes relating to the exercise and enforcement of such right;
- 37.5.4 ensure that its Personnel, auditors and professional advisors, and any assignee and the employees, professional advisors, auditors and group companies of any such assignee as are referred to in Clause 37.4.4, are aware of and comply with the Supplier's confidentiality obligations under this Contract; and
- 37.5.5 at the written request of the Commissioning Body to whom the Confidential Information belongs, procure that its Personnel, auditors and professional advisors and any assignee as is referred to in Clause 37.4.4 that the Commissioning Body deems necessary sign a confidentiality undertaking on similar terms to this Contract for the benefit of that Commissioning Body prior to commencing any work in accordance with this Contract.
- 37.6 In respect of the Confidential Information of each Commissioning Body, the Supplier undertakes:
- 37.6.1 to maintain adequate security arrangements that meet the requirements of Good Industry Practice, including the security arrangements set out in **Error! Reference source not found.**;
- 37.6.2 immediately notify the relevant Commissioning Body of any breach of security in relation its Confidential Information obtained in the performance of the Contract and shall:
- (a) keep a record of such breaches;
 - (b) use its best endeavours to recover the Confidential Information however it may have been recorded, which has been lost or corrupted due to any act or omission of the Supplier or its Personnel;
 - (c) co-operate with the relevant Commissioning Body in any investigation that the Authority and the relevant Commissioning Body considers necessary to undertake as a result of any breach of security in relation to the Confidential Information; and
 - (d) at its own expense, alter any security systems used in connection with the performance of the Contract at any time during the Contract Period at the request of the Authority if the Authority believes (acting reasonably) the Supplier has failed to comply with this Clause 37.
- 37.7 Where the Supplier discloses Confidential Information of a Commissioning Body pursuant to Clause 37.4, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 37.8 Clauses 37.3 shall not apply to any Confidential Information received by one party from another to the extent that:
- 37.8.1 it was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
- 37.8.2 such information was obtained from a third party who lawfully acquired it and who is under no obligation of restricting its disclosure;

- 37.8.3 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; and/or
 - 37.8.4 it is independently developed without access to the other party's Confidential Information.
- 37.9 Nothing in the Contract shall prevent the Commissioning Bodies from disclosing the Supplier's Confidential Information:
- 37.9.1 to its Personnel, its professional advisors and Auditors for any purpose relating to or connected with this Contract;
 - 37.9.2 to any Crown body or any other Commissioning Body on the understanding that they shall be entitled to further disclose the Supplier's Confidential Information to other Crown bodies and Commissioning Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not a Commissioning Body or part of the Crown (unless disclosure is required by Law or is permitted under the Contract);
 - 37.9.3 for the purpose of the examination and certification of the accounts of any Commissioning Body;
 - 37.9.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which each Commissioning Body has used its resources;
 - 37.9.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 37.9.6 to the extent that a Commissioning Body (acting reasonably) deems disclosure necessary in the course of carrying out its public functions; and/or
 - 37.9.7 to a proposed transferee, assignee or novatee of, or successor in title to a Commissioning Body.
- 37.10 The receiving party may disclose the Confidential Information of the disclosing party where such Confidential Information must be disclosed pursuant Law (including any requirements for disclosure under FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations) provided that, where a party is seeking to disclose Confidential Information of another under this Clause 37.10. it shall, to the extent permitted by Law, notify the original disclosing party of the full circumstances of the required disclosure and shall co-operate with that disclosing party to limit any such disclosure so far as legally possible.
- 37.11 Nothing in this Clause 37 shall prevent a Party (or the other Commissioning Bodies) from using any techniques, ideas or Know-How gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of such party's Confidential Information or an infringement its Intellectual Property Rights.
- 37.12 This Clause 37 shall operate without prejudice to and be read subject to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

38. FREEDOM OF INFORMATION

- 38.1 The Supplier acknowledges that the Commissioning Bodies are subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations.
- 38.2 The Supplier shall and shall procure that its Personnel shall:

- 38.2.1 assist and co-operate with the Commissioning Bodies to enable each Commissioning Body to comply with its Information disclosure obligations;
 - 38.2.2 transfer to each relevant Commissioning Body all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information; and
 - 38.2.3 promptly provide, and in any event within two (2) Working Days of request, each relevant Commissioning Body with a copy of all Information that is relevant to a Request for Information and in its possession, or power in the form that the relevant Commissioning Body requires (or such other period as the relevant Commissioning Body may specify).
- 38.3 In no event shall the Supplier respond directly to a Request for Information without prior Approval of the Commissioning Body which is subject to the disclosure obligation.
- 38.4 The Supplier acknowledges that (notwithstanding the provisions of this Clause 38) each respective Commissioning Bodies may be obliged under FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier and/or the Services (including its Confidential Information):
- 38.4.1 in certain circumstances without consulting the Supplier; or
 - 38.4.2 following consultation with the Supplier and having taken their views into account, provided always that where Clause 38.4.1 applies the Authority shall, and shall use its reasonable endeavours to procure that the relevant Commissioning Bodies shall, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 38.5 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Authority and any Auditors to inspect such records as requested from time to time.

39. TRANSPARENCY

- 39.1 Notwithstanding any other term of the Contract, the Supplier hereby gives its consent for the Authority to publish this Contract in its entirety (subject only to redaction of any information that the Authority determines is exempt from disclosure in accordance with the provisions of FOIA) including any agreed Contract Changes.
- 39.2 The Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 39.1 but the Authority shall have the final decision in its absolute discretion.
- 39.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Contract.

40. OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989

- 40.1 The Supplier shall comply with and shall ensure that its Personnel comply with the provisions of:
 - 40.1.1 the Official Secrets Acts 1911 to 1989; and
 - 40.1.2 Section 182 of the Finance Act 1989.
- 40.2 In the event that the Supplier and its Personnel fail to comply with this Clause, without prejudice to its other rights and remedies, the Authority shall be entitled to terminate the Contract by serving notice in writing with effect from the date specified in that notice.

41. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 41.1 The Supplier shall not make any press announcements or publicise the Contract or any part thereof in any way, except with the prior Approval of the Authority.
- 41.2 The Supplier shall not have any right to use any of the names, logos or trade marks of any Commissioning Body without Approval of that Commissioning Body.
- 41.3 The Commissioning Bodies shall not have any right to use any of the Supplier's logos or trade marks on any of their products, services or other literature without the Supplier's Approval.

42. WARRANTIES, UNDERTAKINGS AND REPRESENTATIONS

- 42.1 The Supplier warrants, undertakes and represents to the Authority that:
- 42.1.1 it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Contract;
 - 42.1.2 the Contract is executed by a duly authorised representative of the Supplier;
 - 42.1.3 all information, statements, warranties and representations made in the procurement process, including those contained in the Service Solution and (unless otherwise agreed by the Authority in writing) any other document which resulted in the award to the Supplier of the Contract are true, accurate and not misleading;
 - 42.1.4 neither it, nor to the best of its knowledge, its Personnel, have:
 - (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed on any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) committed any Fraud.
 - 42.1.5 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of this Contract;
 - 42.1.6 it has not caused or induced any person to enter any such agreement as is referred to in Clause 42.1.5;
 - 42.1.7 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
 - 42.1.8 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of Supplier Assets which will or might affect its ability to perform its obligations under the Contract;
 - 42.1.9 it is not subject to any contractual obligation, compliance with which will be likely to have an adverse effect on its ability to perform its obligations under the Contract;
 - 42.1.10 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator,

manager, administrator or similar officer in relation to any of the Suppliers Assets or revenue;

- 42.1.11 in the three (3) years prior to the date of the Contract (or, if the Supplier has been in existence for less than three (3) years, in the whole of such shorter period) it has:
- (a) conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and
 - (b) it has not performed any act or made any omission with respect to its financial accounting or reporting which could have an adverse effect on the Supplier's position as an on-going business concern or its ability to fulfil its obligations under the Contract;
- 42.1.12 the Services will be performed in accordance with the standards set out in the Contract;
- 42.1.13 use of the Deliverables, Supplier Assets and the Intellectual Property Rights in them (including Supplier Background IPR) shall not infringe the rights of any third parties;
- 42.1.14 the Deliverables, Portal and Website will each be free of defects and errors including viruses, bugs, malware, spyware and malicious code;
- 42.1.15 the Deliverables, Portal and Website will each conform in all material respects to the Service Specification (and, where applicable, any specification set out in the Transition Plan and/or Exit Plan);
- 42.1.16 the Portal and Website will each be compatible with the minimum operating environment specified in the Service Specification;
- 42.1.17 the Portal and Website will each be developed so that it is scalable in line with the current and projected (as have been communicated by the Authority to the Supplier) business requirements of the Authority, as set out in the Service Specification, without material reduction in its functionality, performance and/or response times in that the Portal and Website will each be capable of handling the volume of visitor traffic specified in the Service Specification;
- 42.1.18 the Portal and Website will each be coded so as to minimise (to the extent reasonably practicable and in accordance with Good Industry Practice) vulnerability to web application attacks of a type known to the Supplier (or would have been known about by a reasonably competent practitioner in the field); and
- 42.1.19 it uses all up-to-date versions of firewall and anti-virus protection applications in accordance with Good Industry Practice to prevent the introduction into each of the Portal and Website of any viruses, containments or any other disabling attacks of any kind through the Supplier's systems or the provision of the Services.
- 42.2 The Supplier shall promptly notify the Authority in writing if it becomes aware that a warranty, undertaking or representation given by it under the Contract has been breached, is untrue or is misleading or any fact, matter or circumstance of which it may become aware which would render any such information, statement, warranty or representation to be false or misleading if repeated, giving the Authority sufficient detail to enable it to make an accurate assessment of the situation.
- 42.3 The fact that any provision within the Contract is expressed as a warranty, undertaking or representation shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Supplier.

43. LIMITATION OF LIABILITY

- 43.1 Neither Party excludes or limits liability to the other Party for:
- 43.1.1 death or personal injury caused by its negligence, or that of its Personnel;
 - 43.1.2 Fraud or fraudulent misrepresentation by it or its Personnel;
 - 43.1.3 any breach of any obligations imposed by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 43.1.4 any liability to the extent it cannot be limited or excluded by Law.
- 43.2 Without prejudice to Clause 43.1.2, the Supplier's liability shall be unlimited in respect of the indemnity given under Clause 26.3.2.
- 43.3 Subject to Clauses 43.1, 43.2 and 43.5:
- 43.3.1 the Supplier's liability in respect of loss of or damage to the Commissioning Body Premises or other property or assets of any Commissioning Body (including technical infrastructure, assets or equipment but excluding any loss or damage to Commissioning Body Data or any other data) that is caused by Defaults of the Supplier shall in no event exceed ten million pounds (£10,000,000) in each year of the Contract Period;
 - 43.3.2 the Supplier's aggregate liability in respect of all Service Credits incurred in each Contract Year in respect of Non-Fulfilment and Service Failures shall be subject to the Service Credits Cap;
 - 43.3.3 the Supplier's liability in relation to each of the indemnities it provides under this Contract shall be limited to fifty million pounds (£50,000,000) per claim; and
 - 43.3.4 the Supplier's aggregate liability in any twelve month period commencing on the date of this Contract or any anniversary of such date in respect of all other Losses incurred by any Commissioning Body under or in connection with this Contract as a result of Defaults by the Supplier (whether occurring during the Contract Period or after the end of the Contract Period) shall in no event exceed thirty seven million and five hundred thousand pounds (£37,500,000) provided that where any Losses referred to in this Clause 43.3.4 have been incurred by the Commissioning Body as a result of the Supplier's abandonment of this Contract or the Supplier's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the reference to thirty seven million and five hundred thousand pounds (£37,500,000) shall be deemed to be reference to fifty million pounds (£50,000,000).
- 43.4 Subject to Clauses 43.1 and 43.5 and without prejudice to the Authority's obligation to pay the Service Payments and any other amounts properly due from it to the Supplier the Authority's aggregate liability in any twelve month period commencing on the date of this Contract or any anniversary of such date in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Authority and/or any Commissioning Body (whether occurring during the Contract Period or after the end of the Contract Period) shall in no event exceed twenty five million pounds (£25,000,000).
- 43.5 Subject to Clause 43.1, 43.2 and 43.6, neither Party shall be liable to the other Party for:
- 43.5.1 any indirect, special or consequential Loss; or
 - 43.5.2 any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

- 43.6 Notwithstanding Clause 43.5 but subject to Clause 43.3, the Supplier acknowledges and agrees that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by any Commissioning Body to the extent that they arise as a result of a Default by the Supplier:
- 43.6.1 any additional operation and/or administrative costs and expenses incurred by a Commissioning Body, including interim operational services and the costs relating to time spent by or on behalf of a Commissioning Body in dealing with the consequences of the Default;
 - 43.6.2 the additional cost of procuring Replacement Services for the remainder of the Contract Period and/or replacement Deliverables, which shall include both the respective Commissioning Bodies' internal cost of undertaking the procurement process and the costs payable to the Replacement Supplier(s) for the particular Replacement Services and/or replacement Deliverables;
 - 43.6.3 any wasted expenditure or charges; and
 - 43.6.4 any fine or penalty incurred by a Commissioning Body pursuant to Law and any costs incurred by a Commissioning Body in defending any proceedings which result in such fine or penalty.
- 43.7 The Supplier shall use all reasonable endeavours to mitigate any loss or damage suffered or arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.

44. CONDUCT OF CLAIMS

- 44.1 The Supplier agrees (and shall procure that its Sub-contractors agree) that the Authority has the sole right, on giving written notice to such effect to the Supplier at any time, to control of any proceedings in relation to any Third Party Claim (including any claim by employees of the Parties), regardless of whether the Supplier (or any Sub-contractor) is also a party to such proceedings.
- 44.2 The Authority agrees that it shall not settle or compromise any Third Party Claim giving rise to losses exceeding £10,000 (ten thousand pounds) for which the Supplier is liable to indemnify or compensate any Commissioning Body under this Contract without prior consultation with the Supplier. The Authority shall keep the Supplier reasonably informed as to the progress and status of any such Third Party Claim until such Third Party Claim is settled or withdrawn.
- 44.3 If, in contesting, settling or compromising any Third Party Claim, the Authority takes or fails to take any action which prejudices any entitlement of the Supplier to recover any portion of the claim from any insurer under any insurance policy maintained by the Supplier in accordance with this Contract, the liability of the Supplier to indemnify or compensate any Commissioning Body in respect of such claim shall be reduced by such portion.
- 44.4 The Supplier undertakes that:
- 44.4.1 it shall not, without the Approval of the Authority, settle or compromise any claim (whether insured or uninsured) to which the Authority or another Commissioning Body is, or is likely to become, a party;
 - 44.4.2 where a claim is made against the Supplier and the Authority is not, and is not likely to become, a party to such claim as a defendant, the Supplier shall not settle or compromise any claim exceeding £10,000 (ten thousand pounds) without prior consultation with the Authority; and
 - 44.4.3 it shall ensure that its Sub-contractors give undertakings identical to those given by the Supplier to the Authority under this Clause 44.

44.5 If conduct of a claim is so assumed by the Authority pursuant to this Clause 44, the Authority shall hold the Supplier and its insurers harmless against all or any Losses which either of them may incur by reason of its conduct of the claim and any settlement of the relevant claim or judgment being given if the settlement is made without their consent (such consent not to be unreasonably withheld or delayed).

45. INSURANCE

45.1 The Supplier shall comply, and shall procure its Language Professionals and Sub-contractors comply with, the provisions of **Error! Reference source not found.** in relation to obtaining and maintaining insurance.

46. CONTRACT PERIOD

46.1 The Contract shall take effect on the Commencement Date and shall expire automatically on the later of:

46.1.1 the end of the Initial Contract Period; or

46.1.2 if the Authority elects to extend the Initial Contract Period in accordance with Clause 47, the last day of the latest extension period,

or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract.

47. EXTENSION OF INITIAL CONTRACT PERIOD

47.1 The Authority may, by giving written notice to the Supplier not less than six (6) Months prior to the last day of the Initial Contract Period, or if the Contract is already extended six (6) Months prior to the last day of the then current extension period, extend the Contract for up to two (2) further periods each of one (1) year.

47.2 Without prejudice to its right pursuant to Clause 47.1, the Authority may, by giving written notice to the Supplier of not less than three (3) Months at any time during the Contract Period and whether or not it has exercised a right pursuant to Clause 47.1, extend the Contract for such period as is specified in the notice, provided that the Authority shall be entitled to exercise its rights pursuant to this Clause 47.2 more than once provided that the aggregate extensions made pursuant to this Clause 47.2 shall not exceed one (1) year.

47.3 The provisions of the Contract will apply throughout any extension period.

48. OBLIGATION TO NOTIFY

48.1 In the event of any Default by the Supplier, the Supplier shall notify the Authority of the Default as soon as practicable but in any event within two (2) Working Days of becoming aware of the Default, detailing the actual or anticipated effect of the Default and whether the Default is a Notifiable Default.

49. FIRST FIX

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

49.1.1 (if the Default occurs) remedy the Default as soon as possible; and

49.1.2 use all reasonable endeavours to eliminate or mitigate the consequences or delay of any such Default or anticipated Default on each of the Commissioning Bodies.

50. RECTIFICATION PLAN PROCESS

50.1 In the event that:

- 50.1.1 three (3) Critical Service Failures of Standard Key Performance Indicators occur in any Month;
- 50.1.2 a Critical Service Failure in relation to the same Standard Key Performance Indicator occurs in three (3) consecutive Months;
- 50.1.3 two (2) Critical Service Failures of Priority Key Performance Indicators occur in any Month;
- 50.1.4 a Critical Service Failure in relation to the same Priority Key Performance Indicator occurs in two (2) consecutive Months;
- 50.1.5 where the number of Non-Fulfilled Bookings as a percentage of all Bookings during any Month is 6% or higher; and/or
- 50.1.6 the Supplier commits a material Default that, in the opinion of the Authority, is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default),

each a "**Notifiable Default**", the Supplier shall notify the Authority of the Notifiable Default in accordance with Clause 48.1 and unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate the Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

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

50.3 The Rectification Plan Process shall be as follows:

- 50.3.1 the Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) after the original notification submitted by the Supplier pursuant Clause 48.1 or by the Authority pursuant to Clause 50.2. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default;
- 50.3.2 the draft Rectification Plan shall set out:
 - (a) full details of the Notifiable Default that has occurred, including a root cause analysis;
 - (b) the actual or anticipated effect of the Notifiable Default (including the actual or anticipated effect on the performance of its obligations under the Contract); and
 - (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);

- 50.3.3 the Supplier shall promptly, and in any event within two (2) Working Days, provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with the Dispute Resolution Procedure;
- 50.3.4 the Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within five (5) Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft;
- 50.3.5 if the Authority consents to the Rectification Plan:
- (a) the Supplier shall immediately start work on the actions set out in the Rectification Plan; and
 - (b) the Authority may no longer terminate this Contract in whole or in part on the grounds of the relevant Notifiable Default; and
- 50.3.6 the Authority may reject the draft or revised Rectification Plan submitted to it under Clause 50.3.4 by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for such reasons including:
- (a) it is insufficiently detailed to be capable of proper evaluation;
 - (b) it will take too long to complete;
 - (c) it will not prevent reoccurrence of the Notifiable Default; and/or
 - (d) it will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

51. TERMINATION BY THE AUTHORITY

51.1 The Authority may terminate this Contract by written notice to the Supplier:

- 51.1.1 for convenience at any time, including where the Contract should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty of the Functioning of the EU;
- 51.1.2 if a Supplier Termination Event occurs;
- 51.1.3 if a Force Majeure Event endures for a continuous period of more than ninety (90) days; and/or
- 51.1.4 if this Contract has to be substantially amended to the extent that the PCR require a new procurement procedure,

and this Contract shall terminate on the date specified in the notice sent by the Authority to the Supplier.

51.2 Where the Authority is terminating this Contract under Clause 51.1.2 due to the occurrence of either limb (d) and/or (i) of the definition of Supplier Termination Event, it may rely on a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default.

51.3 Where the Authority has the right to terminate this Contract, it may prior to or instead of terminating the whole of the Contract, serve notice requiring Partial Termination of this Contract.

52. TERMINATION BY SUPPLIER

52.1 The Supplier may terminate this Contract (or part thereof) by written notice to the Authority to the extent that any Services are materially impacted by a Force Majeure Event that endures for a continuous period of more than ninety (90) days and this Contract or the relevant Services (as the case may be) shall then terminate on the date specified in the notice from the Supplier to the Authority (which shall not be less than twenty (20) Working Days from the date of the issue of the notice to terminate). If the operation of Clause 52.1 would result in Partial Termination, the provisions of Clause 52.2 shall apply.

52.2 If the Supplier notifies the Authority pursuant to Clause 52.1 that it intends to terminate this Contract in part and the Authority, acting reasonably, believes that the effect of such Partial Termination is to render the remaining Services incapable of meeting a significant part of the Authority's requirements under this Contract, then the Authority shall be entitled to terminate the remaining part of this Contract by serving notice to terminate to the Supplier within one (1) Month of receiving the Supplier's notice to terminate. For the purpose of this Clause 52.2, in assessing the significance of any part of the Authority's requirements under this Contract, regard shall be had not only to the proportion of that part of the Authority's requirements as a whole, but also to the importance of the relevant part to the Authority.

52.3 The Parties shall agree the effect of any Contract Change necessitated by a Partial Termination in accordance with the Change Control Procedure, including the effect the Partial Termination may have on any other Services and the Service Payment, provided that:

52.3.1 the Supplier shall not be entitled to an increase in the Service Payment in respect of the Services that have not been terminated; and

52.3.2 the Supplier shall not be entitled to reject the Contract Change.

53. PAYMENTS ON TERMINATION

Payments by the Authority

53.1 The Authority shall not be liable to make any payment to the Supplier as compensation for:

53.1.1 termination of this Contract in accordance with Clauses 51.1.2, 51.1.3 or 51.1.4; or

53.1.2 expiry of this Contract,

save in respect of any unpaid Service Payment for Services which have been properly performed prior to the date of termination or any other payment properly due (except where such Service Payment or other payment is due from another Commissioning Body in which event, where such Commissioning Body is an executive agency sponsored by the Authority (whether or not in existence as at the date of the Contract) receiving Services under this Contract as a Commissioning Body (which includes National Offender Management Service, HM Courts and Tribunals Service, Legal Aid Agency, Criminal Injuries Compensation Authority and Office of the Public Guardian), the Authority shall procure that such Commissioning Body pays the unpaid Service Payment or other payment and, in the case of all other Commissioning Bodies, shall use its best endeavours to procure that it does so).

53.2 Where this Contract is terminated by the Authority in accordance with Clause 51.1.1 the Authority shall pay the following (which shall be the Supplier's sole remedy for the termination of this Contract):

53.2.1 any unpaid Service Payment for Services which have been properly performed prior to the date of termination or any other payment properly due (except where such Service Payment or other payment is due from another Commissioning Body in which event,

where such Commissioning Body is an executive agency sponsored by the Authority (whether or not in existence as at the date of the Contract) receiving Services under this Contract as a Commissioning Body (which includes National Offender Management Service, HM Courts and Tribunals Service, Legal Aid Agency, Criminal Injuries Compensation Authority and Office of the Public Guardian), the Authority shall procure that such Commissioning Body pays the unpaid Service Payment or other payment and, in the case of all other Commissioning Bodies, shall use its best endeavours to procure that it does so); and

53.2.2 the Termination Payment.

Payments by the Supplier

53.3 In the event of termination or expiry of this Contract, the Supplier shall repay to each Commissioning Body within thirty (30) days of the date of such termination or expiry all of the Service Payment it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination.

54. SURVIVAL

54.1 Termination of the Contract shall not affect the continuing rights, remedies or obligations of the Commissioning Bodies or the Supplier including under Clauses 7, 9, 11, 12, 16, 17, 20, 23, 24, 25, 26, 27, 29, 30, 32, 33, 34, 35, 36, 37, 38, 40, 42, 43, 45, 53, 54, 55, 60, 63, 66, 67 and 68 and without limitation to the foregoing, any other provision of the Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of the Contract.

55. EXIT MANAGEMENT

55.1 The Parties shall comply with the provisions of **Error! Reference source not found.** and any current Exit Plan in relation to orderly transition of the Services to the Commissioning Bodies and any Replacement Supplier(s).

56. BUSINESS CONTINUITY AND DISASTER RECOVERY

56.1 The Parties shall comply with the provisions of **Error! Reference source not found.** and their respective obligations under the BCDR Plan.

57. FORCE MAJEURE

57.1 Subject to Clause 57.2, neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure Event.

57.2 Where the Supplier is the Affected Party, it shall:

57.2.1 take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event; and

57.2.2 not be entitled to claim relief under Clause 57.1 to the extent that the consequences of the relevant Force Majeure Event:

(a) are capable of being mitigated by any of the Services including the BCDR Services but the Supplier has failed to do so; and/or

(b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.

- 57.3 Notwithstanding Clause 57.1 each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of a Force Majeure Event.
- 57.4 The Authority and other Commissioning Bodies shall not be obliged to pay any Service Payment or any other payment in respect of any Service(s) which is subject to the Force Majeure Event.
- 57.5 The Supplier shall promptly resume the Services following the expiry of the Force Majeure Event.
- 57.6 If either Party becomes aware of Force Majeure Event which gives rise to, or is likely to give rise to, any failure or delay on its part as described in Clause 57.1 it shall immediately notify the other by the most expeditious method then available and at regular intervals thereafter the Parties shall consult in good faith and use reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of the Contract.
- 57.7 The notice given in accordance with Clause 57.6 shall include details of the Force Majeure Event together with evidence of its effects on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effects.

58. ASSIGNMENT AND NOVATION

- 58.1 Subject to Clause 21 and Clause 58.2, the Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the Approval of the Authority.
- 58.2 The Supplier may assign to a third party (the **Assignee**) its existing and future rights under this Contract to include the right to receive payment of the Service Payment or any part thereof due to the Supplier under the Contract (including any interest which a Commissioning Body incurs under Paragraph **Error! Reference source not found.** of **Error! Reference source not found.**). Any assignment under this Clause 58.2 shall be subject to:
- 58.2.1 reduction of any sums in respect of which a Commissioning Body exercises its right of recover under Clause 12;
 - 58.2.2 all related rights of the Commissioning Bodies under the Contract in relation to the recovery of sums due but unpaid; and
 - 58.2.3 each Commissioning Body receiving notification under Clause 58.3,
- Clauses 58.2.1, 58.2.2 and 58.2.3 above being without prejudice to the express restrictions regarding deductions being applied to Service Credits set out in Clause 12.1.
- 58.3 In the event that the Supplier assigns the right to receive the Service Payment under Clause 58.2, the Supplier or the Assignee shall notify the Authority and each other Commissioning Body in writing of the assignment and the date upon which the assignment becomes effective. The Supplier shall ensure that the Assignee notifies the Authority and each other Commissioning Body of the Assignee's contact information and bank account details to which the Authority and each other Commissioning Body shall make payment and the Authority and each other Commissioning Body shall not be held liable to either the Supplier and/or the Assignee for any delay in making payment as a result of not receiving such information. The provisions of Clause 11 shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Authority.
- 58.4 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof (including the licences granted at Clause 30) as it sees fit to a third party (**Transferee**) provided :
- 58.4.1 that any such assignment, novation or other disposal shall not materially increase the burden of the Supplier's obligations under the Contract;

- 58.4.2 the Transferee is not a direct competitor of the Supplier in the provision of the same or similar services to the Services; and
- 58.4.3 the Transferee is, in the reasonable opinion of the Authority, of good financial standing to meet the obligations of the Authority under this Contract.
- 58.5 If the rights and obligations of the Authority under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 58.4 to a Transferee which is not a body of the Crown, or if there is a change in the legal status of the Authority such that it ceases to be a body of the Crown:
- 58.5.1 the Supplier shall have the right to terminate the Contract if the Transferee is subject to an Insolvency Event; and
- 58.5.2 the Transferee shall only be able to assign, novate or otherwise dispose its rights and obligations under the Contract or any part thereof with the Approval of the Supplier.
- 58.6 Any change in the legal status:
- 58.6.1 of the Authority such that it ceases to be a body of the Crown; and/or
- 58.6.2 of any other Commissioning Body, including by way of change of Control,
- shall not affect the validity of this Contract and any of the rights granted to the Commissioning Bodies and, in such circumstances, the Contract and all rights granted shall bind and inure to the benefit of each successor body.

59. NOTICES

- 59.1 Any notice given under or in relation to the Contract shall be in writing by letter, (signed by or on behalf of the Party giving it) sent by hand, post, or recorded signed for delivery service, or by electronic mail (confirmed by letter) to the address and for the attention of the relevant Party set out in Clause 59.4 or to such other address as that Party may have stipulated in accordance with Clause 59.4.
- 59.2 A notice shall be deemed to have been received:
- 59.2.1 if delivered personally, at the time of delivery;
- 59.2.2 in the case of pre-paid first class post, special or other recorded delivery two (2) Working Days from the date of posting; and
- 59.2.3 in the case of electronic communication two (2) Working Days after posting of a confirmation letter.
- 59.3 In proving service, it shall be sufficient to prove that personal delivery was made, or (including for the purposes of electronic mail confirmation letter) that the envelope containing the notice was addressed to the relevant Party set out in Clause 59.4 (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as pre-paid first class post, recorded signed-for delivery or pre-paid airmail letter.
- 59.4 For the purposes of Clause 59.1, the postal address and email address of each Party shall be:
- 59.4.1 for the Authority:
- The Ministry of Justice
- Address: Commercial and Contract Management (CCM) Directorate, Harcourt House,
Chancellor Court, 21 The Calls, Leeds, LS2 7EH

For the attention of: Shelley Felix, Senior Commercial Manager

Tel: 0113 202 1028 or 07826 868807

Email: MoJProcurementLang@justice.gsi.gov.uk

59.4.2 for the Supplier:

THEBIGWORD Group Limited

Address: Link Up House, Ring Road, Lower Wortley, Leeds, LS12 6AB

For the attention of: Bernadette Byrne, Global Sales and Client Services Director

Tel: 0113 210 7401

Email: bernadette.byrne@thebigword.com

59.5 Either Party may change its address for service by serving a notice in accordance with this Clause 59.

59.6 For the avoidance of doubt, any notice given under the Contract shall not be validly served if sent by electronic mail (email) and not confirmed by a letter.

60. RELATIONSHIP OF THE PARTIES

60.1 At all times during the Contract Period the Supplier shall be an independent Supplier and nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Supplier and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

61. WAIVER

61.1 The rights and remedies provided by the Contract may be waived with written agreement of the Parties in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

61.2 No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

62. SEVERABILITY

62.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

62.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

63. REMEDIES CUMULATIVE

63.1 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not exclude the exercise of any other remedy.

64. ENTIRE AGREEMENT

64.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this Clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

65. COUNTERPARTS

65.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

66. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

66.1 Without prejudice to Clause 58 and subject to Clauses 66.3 and 66.4, no term of this Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 (**CRTPA**) by a person who is not a Party to the Contract. This Clause 66.1 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

66.2 The Parties agree that the Authority, on its own behalf and as agent for each of the other Commissioning Bodies, shall:

66.2.1 have conduct of all claims and disputes that may arise between the Commissioning Bodies and the Supplier;

66.2.2 have the right to enforce the terms, conditions, undertakings, representations, warranties and other provisions of the Contract; and

66.2.3 recover Loss suffered by any of the other Commissioning Bodies as if such Loss were suffered or incurred by the Authority.

66.3 If and to the extent that the Authority is not able to recover a Loss incurred by another Commissioning Body under the provisions of Clause 66.2 in any instances where the claim is not, by operation of law or decision of a court, deemed to be enforceable by the Authority itself, that Commissioning Body shall be entitled to enforce the terms of the Contract against the Supplier in its own right in accordance with the provisions of the CRTPA even though the relevant Clause may be silent as to which person is intended to have the benefit of the relevant obligation, refer only to the Authority or not specifically identify another Commissioning Body provided that such claim shall be subject to the limits on liability set out in Clause 43.

66.4 The provisions of Clause 33 and Paragraph **Error! Reference source not found.** of Part A, Paragraph **Error! Reference source not found.** and **Error! Reference source not found.** of Part B and Paragraphs **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** of Part C of **Error! Reference source not found.** confer benefits on persons named in such provisions other than the Parties (each such person a **Third Party Beneficiary**) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

66.5 The consent of each Commissioning Body (other than the Authority) or Third Party Beneficiary is not necessary for any variation to the Contract (including by way of Change Control Request) or termination of this Contract.

67. DISPUTE RESOLUTION

67.1 All disputes under this Contract shall be handled in accordance with this Clause 67. In seeking to resolve a dispute, the Parties shall act in good faith, including providing such documentation as the respective forum of the dispute may reasonably require.

- 67.2 Either Party may refer any dispute it may have with the other arising out of or in connection with the Contract to the Commercial and Contract Management Review Board for review.
- 67.3 If the dispute cannot be resolved by the Commercial and Contract Management Review Board pursuant to Clause 67.2 within ten (10) Working Days of it being referred to them, the matter shall be referred to the Strategic Board for review.
- 67.4 If the dispute cannot be resolved by the Strategic Board within fifteen (15) Working Days of it being referred to them, the dispute shall be referred to mediation pursuant to the procedure set out in Clause 67.5 unless the Parties agree that the dispute is not suitable for resolution by mediation.
- 67.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 67.5.1 a neutral adviser or mediator (**Mediator**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - 67.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure;
 - 67.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - 67.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - 67.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the Approval of both Parties; and
 - 67.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts unless the dispute is referred to arbitration pursuant to the procedures set out in Clause 67.6.
- 67.6 Subject to Clause 67.9, the Parties shall not institute court proceedings until the procedure set out in Clauses 67.2 to 67.5 (inclusive) have been completed save that:
- 67.6.1 the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with Clause 67.7;
 - 67.6.2 if the Supplier intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have twenty-one (21) days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 67.7; and

- 67.6.3 the Supplier may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with the provisions of Clause 67.7, to which the Authority may consent as it sees fit.
- 67.7 In the event that any arbitration proceedings are commenced pursuant to Clause 67.6:
- 67.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- 67.7.2 the Authority shall give a written notice of arbitration to the Supplier (**Arbitration Notice**) stating:
- (a) that the dispute is referred to arbitration; and
 - (b) providing details of the issues to be resolved;
- 67.7.3 the London Court of International Arbitration (**LCIA**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with Clause 67.6 shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- 67.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- 67.7.5 if the Parties fail to agree the appointment of the arbitrator within ten (10) days of the Arbitration Notice being issued by the Authority under Clause 67.6 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- 67.7.6 the arbitration proceedings shall take place in London and in the English language; and
- 67.7.7 the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.
- 67.8 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Supplier's Personnel shall comply fully with the requirements of the Contract at all times.
- 67.9 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 67.10 The Supplier acknowledges that the Authority has procured services from Other Suppliers, including the Quality Assurance Supplier, in respect of the provision of language services. The Supplier agrees that:
- 67.10.1 in the event the Authority is in dispute with one of the Other Suppliers of language services, the Authority may request the Supplier to attend meetings in respect of such dispute from time to time, which the Supplier shall do at its own cost;
- 67.10.2 following a request from the Authority, acting reasonably, it will use its reasonable endeavours to assist the Authority in resolving any dispute between the Authority and one of the Other Suppliers of language services; and
- 67.10.3 it will not object to one of the Other Suppliers of language services (including the Quality Assurance Supplier) becoming a party alongside the Authority to a dispute it may have with the Supplier and which may be progressed under this Contract.

68. GOVERNING LAW

- 68.1 Subject to the provisions of Clause 67, the Authority and the Supplier accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations

and other matters arising from or connected with it are to be governed and construed according to English Law.

Signed for and on behalf of **The Secretary of State for Justice**

.....
Signature

.....

.....

.....
Date

Signed for and on behalf of **THEBIGWORD Group Limited**

.....
Signature

.....
Deputy Chief Executive Officer

.....
Diane Cheesebrough

.....
Date

SCHEDULE 1

Commissioning Bodies

Part A

| Body | Type of Body |
|--|---|
| National Offender Management Service* | Executive agency of the Ministry of Justice |
| HM Courts and Tribunals Service* | Executive agency of the Ministry of Justice |
| Legal Aid Agency* | Executive agency of the Ministry of Justice |
| Criminal Injuries Compensation Authority* | Executive agency of the Ministry of Justice |
| Office of the Public Guardian* | Executive agency of the Ministry of Justice |
| Youth Justice Board | Executive non-departmental public body |
| Parole Board | Executive non-departmental public body |
| Judicial Appointments Commission | Executive non-departmental public body |
| Criminal Cases Review Commission | Executive non-departmental public body |
| Sentencing Council | Advisory non-departmental public body |
| Law Commission | Advisory non-departmental public body |
| Independent Monitoring Boards | Non-departmental public bodies |
| National Archives | Non-ministerial department and executive agency of the Department for Culture Media and Sport |
| HM Inspectorate of Probation | Independent inspectorate |
| HM Inspectorate of Prisons for England and Wales | Independent inspectorate |
| Prisons and Probation Ombudsman | Independent ombudsman |
| Victims' Commissioner | Independent statutory office holder |
| Crown Prosecution Service | Statutory body |
| The Salvation Army | Charity |

(* = see Paragraph 4.18 of Schedule 7)

Part B

| Body | Type of Body |
|--|--|
| Any executive agency sponsored by the Ministry of Justice other than those listed in Part A of this Schedule 1, whether or not it is in existence as at the date of this Contract | Executive agencies |
| Any non-departmental public body of the Ministry of Justice, other than those listed in Part A of this Schedule 1, whether or not it is in existence as at the date of this Contract | Non-departmental public bodies |
| All Police and Crime Commissioners of England and Wales and their forces | Police and Crime Commissioners and police forces |
| All law enforcement agencies of England and Wales | Law enforcement agencies |
| Legal Ombudsman for England and Wales | Independent ombudsman |
| Official Solicitor and Public Trustee | Independent statutory office holders |
| Community Rehabilitation Companies | Private companies |
| Operators of private prisons | Private companies |
| Other private organisations which provide services in the justice sector | Private companies, charities, etc |

SCHEDULE 2

Service Specification

1. GENERAL REQUIREMENTS

- 1.1 The Supplier shall maintain a pool of Language Professionals of sufficient numbers, a wide range of spoken languages and located across an appropriate geographical spread to meet the requirements of this Contract.
- 1.2 The Supplier shall provide a Language Professional for each Booking in accordance with the requirements of the Booking, including:
 - 1.2.1 the identity of the Commissioning Body and contact details, including the name of the individual requester;
 - 1.2.2 the Method of Interpretation (face to face, telephone or video);
 - 1.2.3 the date and time of the Booking;
 - 1.2.4 the anticipated duration of the Booking;
 - 1.2.5 the Location (physical, or relevant technical access details in the case of telephone or video interpretation) of the Booking;
 - 1.2.6 the jurisdiction e.g. a particular division within a Court;
 - 1.2.7 the language;
 - 1.2.8 the Urgency Type;
 - 1.2.9 the Security Level;
 - 1.2.10 the Complexity Level;
 - 1.2.11 the Impact Level; and
 - 1.2.12 any other requirements relating to the Booking e.g. female interpreter.
- 1.3 The Supplier shall provide Language Professionals to fulfil Bookings 24 hours a day and 365 days a year.
- 1.4 The Supplier shall ensure that all Language Professionals are based within the United Kingdom unless the Supplier has obtained the prior agreement of the Authority in relation to a specific Language Professional and the prior agreement of the relevant Commissioning Body (where that Commissioning Body is not the Authority) prior to using that Language Professional to fulfil a Booking made by that Commissioning Body.
- 1.5 The Supplier agrees that, if in relation to the provision of the Services in accordance with this Schedule it is required to obtain the agreement, confirmation, acceptance or approval of the Authority or other Commissioning Body, such agreement, confirmation, acceptance or approval shall be taken to have been obtained only if given by the Authority or other relevant Commissioning Body in writing, including via the Portal, and (if given verbally) once it has been confirmed in writing.
- 1.6 The spoken languages which may be required for a Booking are set out in Annex 4. The Supplier shall have a process to enable it to identify which language is the subject of the Commissioning Body's requirement, where the Commissioning Body has been unable to do so.

- 1.7 The requirements in respect of Urgency Types, Security Levels and Complexity Levels for each Method of Interpretation are set out in Table 1 in Annex 1.
- 1.8 Prior to assigning a Language Professional to a Booking, the Supplier shall confirm with the Language Professional that they have not previously provided interpretation services in relation to the same case, either for the police, the Crown Prosecution Service, the defendant's solicitors or any witnesses at any stage prior to the Booking. The Supplier shall not assign to a Booking a Language Professional from whom it has been unable to obtain such a confirmation.
- 1.9 Where the Supplier is unable to provide a Language Professional because of inability to obtain the confirmation referred to in Paragraph 1.8, the Supplier may use a Language Professional who has been used in the same case in the manner described in Paragraph 1.8, provided that the Supplier has obtained the express prior agreement of the Commissioning Body.
- 1.10 The Supplier shall ensure that all Language Professionals comply with the Authority Code of Conduct at Annex 5 and shall deal with any non-compliance through the complaints process in accordance with Paragraph 26.
- 1.11 The Supplier shall only use those Language Professionals who:
- 1.11.1 have been through the Supplier's Onboarding Processes at the time of their recruitment; or
 - 1.11.2 were listed in the Register at the Services Commencement Date.

2. FACE TO FACE INTERPRETATION SERVICES

- 2.1 The Supplier shall provide a Language Professional for face to face interpretation services if and as specified on the Booking.
- 2.2 The Supplier shall ensure that the Language Professional attends the specified Location, which may be any location in England, Wales or Scotland including but not limited to those Locations set out in Annex 8. The list of Locations set out in Annex 8 is indicative only and updates may be provided by the Authority to the Supplier from time to time (at the discretion of the Authority and without having to refer the matter to the Change Control Procedure) to reflect known Locations. For the avoidance of doubt, Locations which a Language Professional should attend may include Locations other than those included on the list of Locations set out in Annex 8 or on any update of that list.
- ~~2.3~~ The Supplier shall ensure that the Language Professional arrives at the specified Location and is ready to commence the Booking from the Booked Start Time as specified in the Booking.
- 2.4 The Supplier shall ensure that each Language Professional when attending a Commissioning Body Premises or other Location:
- 2.4.1 verifies their identity to the relevant Commissioning Body (or to relevant staff at any Location which is not a Commissioning Body Premises) immediately on arrival at the specified Location by showing an identification badge (which shall be issued by the Supplier to Language Professionals having verified the information referred to in Paragraph 2.4.2). Failure by the Language Professional to show their identification badge will result in the Language Professional being denied access to fulfil the Booking and will consequently be treated by the Authority as a Non-Fulfilled Booking.
 - 2.4.2 The identification badge will include as a minimum:
 - (a) a passport sized photograph of the Language Professional;
 - (b) the Language Professionals full name as it appears on the Register;
 - (c) Supplier's name;

- (d) unique reference number as it appears on the Register;
- (e) Complexity Level for each language.

2.4.3 where required by the relevant Commissioning Body and/or the relevant Legal Body, provides a witness statement after completing the Booking and before leaving the Commissioning Body Premises or Location.

2.5 The Supplier shall ensure that, in relation to or in connection with a Booking completed by a Language Professional, the Language Professional shall:

2.5.1 attend the relevant premises of a Legal Body, where required for any reason by the relevant Commissioning Body and/or the Legal Body; and

2.5.2 comply with all requirements of Law in relation to attendance and representation at such premises and adhere to the Authority Code of Conduct.

3. TELEPHONE INTERPRETATION SERVICES

3.1 The Supplier shall provide a Language Professional for telephone interpretation Bookings if and as specified on the Booking, who shall interpret a spoken language into a second language over the telephone, enabling listeners and speakers to clearly hear and understand each other.

3.2 The Supplier shall ensure that the Language Professional uses the details provided in the Booking to dial into the Booking by telephone or is available to receive a Booking, on the date and time as specified in the Booking.

3.3 In the case of Urgency Type UT0 where there is not time to make a Booking, the Supplier shall ensure that a Commissioning Body is immediately connected to a Language Professional once the requirement has been established. The Supplier must ensure that the Booking details and its duration are automatically captured as a record of service delivery.

4. VIDEO INTERPRETATION SERVICES

4.1 The Supplier shall provide a Language Professional for remote interpretation Bookings if and where specified on the Booking, who shall interpret a spoken language into a second language over a technological medium, including but not limited to a secure video link, enabling listeners and speakers to communicate with each other.

4.2 The Supplier shall provide video interpretation:

4.2.1 where specified in the Booking; or

4.2.2 in order to fulfil a face to face interpretation Booking where a Language Professional cannot attend the specified location in person, provided that it has obtained the prior agreement of the relevant Commissioning Body for that individual Booking.

4.3 The Supplier shall ensure that the Language Professional attends the specified Location, which may be any location in England, Wales or Scotland including but not limited to those locations set out in Annex 8. The list of locations set out in Annex 8 is indicative only and updates may be provided by the Authority to the Supplier from time to time (at the discretion of the Authority and without having to refer the matter to the Change Control Procedure) to reflect known locations. For the avoidance of doubt, Locations which a Language Professional should attend may include Locations other than those included on the list of Locations set out in Annex 8 or on any update of that list.

4.4 The Supplier shall ensure that the Language Professional arrives at the specified Location and is ready to commence the Booking from the Booked Start Time as specified in the Booking.

- 4.5 The Supplier shall ensure that each Language Professional when attending a Commissioning Body Premises or other Location;
- 4.5.1 verifies their identity to the relevant Commissioning Body (or to relevant staff at any Location which is not a Commissioning Body Premises) immediately on arrival at the specified Location by showing an identification badge (which shall be issued by the Supplier to Language Professionals having verified the information listed in the portal). Failure by the Language Professional to show their identification badge will result in the Language Professional being denied access to fulfil the Booking and will consequently be treated by the Authority as a Non-Fulfilled Booking.
- 4.5.2 The identification badge will include as a minimum:
- (a) a passport sized photograph of the Language Professional;
 - (b) the Language Professionals full name as it appears on the Register;
 - (c) Supplier's name;
 - (d) unique reference number as it appears on the Register;
 - (e) Complexity level for each language.
- 4.5.3 where required by the relevant Commissioning Body and/or the relevant Legal Body, provides a witness statement after completing the Booking and before leaving the specified Location.
- 4.6 The Supplier shall ensure that, in relation to or in connection with a Booking completed by a Language Professional, the Language Professional shall:
- 4.6.1 attend the relevant premises of a Legal Body, where required for any reason by the relevant Commissioning Body and/or the Legal Body; and
- 4.6.2 comply with all requirements of Law in relation to attendance and representation at such premises and adhere to the Authority Code of Conduct.

5. RECORDING OF REMOTE INTERPRETATION

- 5.1 A Commissioning Body may, at its discretion, record telephone interpretation and video interpretation Bookings.
- 5.2 The Supplier shall, where required by the Commissioning Body:
- 5.2.1 record all telephone interpretation and video interpretation bookings ;
- 5.2.2 retain a copy of the recording in accordance with **Error! Reference source not found.**;
- 5.2.3 securely store the copy of the recording and in accordance with the requirements set out in **Error! Reference source not found.**
- 5.3 All Intellectual Property Rights in a recording of interpretation shall be owned by the relevant Commissioning Body.
- 5.4 The relevant Commissioning Body may share the recording with third parties for any purpose, at its discretion.
- 5.5 Upon the request of a Commissioning Body or the Quality Assurance Supplier, the Supplier shall as soon as reasonably practicable provide that Commissioning Body or Quality Assurance

Supplier (as applicable) with any recordings held by the Supplier relating to Bookings undertaken for that Commissioning Body.

6. HEADSET TECHNOLOGY

- 6.1 Where specified in a Booking, the Supplier shall provide equipment to facilitate face to face interpretation to multiple parties or video interpretation to multiple parties, in each case through the use of headset technology. The Supplier shall be responsible for the secure storage and transportation of the headset technology.
- 6.2 The headset technology must be fully functional and be available prior to the Booked Start Time to allow set up and be ready for use from the commencement of the Booking.
- 6.3 The Supplier must provide guidance on technical set up requirements to the Commissioning Body prior to the Booked Start Time where headsets will be used to deliver the Services.
- 6.4 Language Professional(s) utilising the headset technology for the Booking must be competent in its use to allow its use.
- 6.5 Where there is a requirement to provide multiple face to face Language Professionals of the same language in a Booking and the Supplier is unable to secure multiple Language Professionals to attend the specified Location in person, the Supplier may suggest the use of headset technology and then only use it once the Supplier has obtained the prior agreement of the Commissioning Body for that individual Booking.

7. TECHNOLOGY AND FURTHER INNOVATION

- 7.1 The Supplier shall proactively suggest alternative technological delivery methods which may be available and appropriate in order to provide the Services more effectively (including cost-effectively) including headsets, video or other technical solutions.
- 7.2 The Supplier shall take a proactive approach to using technology to deliver the Services in a way that continues to meet the required standards, whilst improving the quality, efficiency and provision of the Services.
- 7.3 The Supplier shall proactively engage with innovations being developed by the Authority and other Commissioning Bodies and seek new opportunities for innovation that could be used to improve delivery of the Services.
- 7.4 Any technological or other innovations shall be considered and, where appropriate, implemented in accordance with Clause 9.

8. PORTAL

- 8.1 The Supplier shall provide, host and maintain the Portal, being an online Portal to be used by Commissioning Bodies for the booking, amendment, cancellation, notification and processing of Bookings.
- 8.2 During the Transition Period, the Supplier shall work with the Authority to develop, review and test the Portal, and shall ensure that the Portal complies with all requirements, including but not limited to content and functionality, set out in this Schedule and elsewhere in the Contract. The Supplier shall comply with **Error! Reference source not found.** in relation to the acceptance testing of the Portal so as to ensure that the Portal is live and able to take Bookings as per the Service Specification by the Portal Longstop Date (19 October 2016).
- 8.3 The Supplier shall provide for the secure hosting of the Portal on a secure platform in accordance with the requirements in **Error! Reference source not found.**
- 8.4 The Supplier shall ensure that the Portal and the secure platform comply with the security requirements set out in Annex 6 and **Error! Reference source not found.**

- 8.5 Subject to Paragraph 10, the Supplier shall ensure that the Portal is available for use by Commissioning Bodies 24 hours a day and 365 days a year.
- 8.6 The Supplier shall ensure that the Portal includes such information as is reasonably necessary to ensure compliance with Law and Good Industry Practice, including a privacy policy and user terms and conditions.
- 8.7 The Portal shall have the following minimum functionality:
- 8.7.1 inputting Commissioning Body requirements for Bookings as set out in Paragraph 1.2 (including the method of interpretation and the variances of the requirements for Urgency Types, Security Levels, Complexity Levels and Impact Levels);
 - 8.7.2 provision of an accurate record of progress for each Booking including up to date access to the current status of each Booking including when a Booking has been Non-Fulfilled;
 - 8.7.3 a function to determine the Qualification Level of the Language Professional required for the Booking, which includes a tick box to determine if any or all of the following are applicable:
 - (a) does the Booking involve the giving of evidence?
 - (b) is the Booking a first hearing?
 - (c) is the Booking either a case management or a setting a trial date hearing?
 - (d) is the Booking for legal argument?
 - (e) is the Booking an application for bail?
 - (f) does the defendant have a good grasp of English?

and available answers will be “yes”, “no” or “not known”.

- 8.7.4 a function to allow the relevant Commissioning Body to override the Qualification Level;
- 8.7.5 provision at the point of Booking to default certain Booking details, such as location, with ability to override and amend such details whenever necessary;
- 8.7.6 functionality for the relevant Commissioning Body to amend or cancel the Booking;
- 8.7.7 provision of the primary source of management information relating to Commissioning Body requirements;
- 8.7.8 a help and internal troubleshooting function to support Commissioning Body use of the Portal including contact details for the Supplier’s helpdesk;
- 8.7.9 a drop down list function for Commissioning Bodies to search for active and completed Bookings (throughout the Contract Period), including through the use of wild card searches (%) using, but not limited to, the following search criteria:
 - (a) Language Professional name;
 - (b) Language Professional’s unique reference number as recorded in the Register;
 - (c) Booking reference;

- (d) the Language Professional's qualifications;
- (e) case or appeal reference number;
- (f) complaint number;
- (g) language;
- (h) hearing type;
- (i) case or appeal name;
- (j) name of Location;
- (k) jurisdiction e.g. a particular division within a Court
- (l) date of Booking; and
- (m) Booking filled by face to face, telephone or video interpreting;

8.7.10 a function to provide a booking summary for any Booking (active or completed) searched for, which can be printed in an accessible format and saved in a digital format. The details within the Booking summary should include as a minimum:

- (a) Booking reference;
- (b) time and date of Booking;
- (c) name of Location;
- (d) Language Professional name;
- (e) Language Professional's unique reference number as recorded in the Register;
- (f) Language Professional's languages and qualifications;
- (g) Language Professional's security clearance details;
- (h) Language Professional's contact details;
- (i) Passport sized photograph of the Language Professional;
- (j) case or appeal reference number;
- (k) case or appeal name;
- (l) hearing type;
- (m) expected case duration;
- (n) an indicator where the Booking is for an appeal to the Court of Appeal Criminal Division;
- (o) face to face, telephone or video; and

8.7.11 a function for Commissioning Bodies to search for, view and approve the Actual Start Times and Actual End Times of Bookings;

- 8.7.12 a function for Commissioning Bodies to search for, view and extract information on payment information relating to all their Bookings.
- 8.8 The Portal shall as a minimum:
- 8.8.1 enable an online automatic booking service for all Commissioning Body requirements;
 - 8.8.2 enable automatic two way communication between Commissioning Bodies and the Supplier;
 - 8.8.3 facilitate raising and responding to queries, feedback and complaints (including provision of how the matter was handled and its outcome);
 - 8.8.4 provide an automated reminder where an outstanding action exists against a Booking;
 - 8.8.5 be accessed by Commissioning Bodies using customer unique log in details and passwords provided by the Supplier on an individual or group location (administration centre) basis;
 - 8.8.6 include functionality to ensure Bookings (and any information relating to them) can be accessed only by the Commissioning Body which has made the Booking, the Authority and other persons only if expressly approved by the Authority;
 - 8.8.7 enable Commissioning Bodies to view Bookings in the same area/region in order to support the listing process and identify opportunities for efficiencies (including for example where a Language Professional for the same language could be booked in the same geographical area throughout the day to maximise fulfilment and deliver best value);
 - 8.8.8 enable Commissioning Bodies to automatically report the Booked Start Time and Booked End Time of each Booking and, at such point, the Booking will be 'locked' and the Supplier will not be able to amend;
 - 8.8.9 enable the Supplier to report the Actual Start Time and Actual End Time of each Booking (which it shall do immediately such details are available);
 - 8.8.10 enable the relevant Commissioning Body to authorise or amend the Actual Start Time and/or the Actual End Time as reported under Paragraph 8.8.9;
 - 8.8.11 enable Commissioning Bodies to close Bookings on their completion by entering the approved Actual Start Time and Actual End Time;
 - 8.8.12 enable only authorised Commissioning Body users to amend the Booked Start Time and Booked End Time;
 - 8.8.13 efficiently produce accurate reports, data and management information on a location, regional and national level in accordance with the requirements set out in **Error! Reference source not found.**;
 - 8.8.14 contain copies of frequently used forms that can be downloaded, including, but not limited to, language cards and Language Professionals' timesheet pro forma;
 - 8.8.15 enable a full and entire data extract of all information held, from every field within the Portal, to be provided to the Commissioning Body on request in relation to Bookings made by that Commissioning Body; and
 - 8.8.16 provide a seamless process to enable the matching of booking information to payment and invoices submitted to the Commissioning Body in accordance with **Error! Reference source not found.**

- 8.9 The Supplier shall issue the following notifications to Commissioning Bodies via a secure email to a designated email address:
- 8.9.1 confirmation within 24 hours to the relevant Commissioning Body that the Booking has been received, amended or cancelled;
 - 8.9.2 notification to the relevant Commissioning Body that a Language Professional has been assigned and confirmed for the Booking as soon as this has been completed and confirmed by the Supplier, such confirmation to include the name and contact details of the Language Professional and a link to the Booking summary in accordance with Paragraph 8.7.10;
 - 8.9.3 notification to the relevant Commissioning Body and the Authority upon the Actual Start Time and Actual End Time for each Booking being inputted to the Portal; and
 - 8.9.4 immediate notification to the relevant Commissioning Body if the booked Language Professional cancels the Booking or is unable to fulfil the Booking, and notification to the relevant Commissioning Body of the replacement Language Professional as soon as the replacement Language Professional has been identified and confirmed by the Supplier.
- 8.10 Where a Booking is made by one Commissioning Body on behalf of another Commissioning Body (e.g. the police on behalf of a court), confirmation and all relevant notifications should be sent to both the requesting and receiving Commissioning Bodies.

9. PORTAL TRAINING REQUIREMENTS

- 9.1 The Supplier shall provide training and guidance documents to Commissioning Bodies on how to use the Portal during the Transition Period and throughout the Contract Period.
- 9.2 Training must be hosted by and accessed through the Portal, and training and guidance documents must include as a minimum:
- 9.2.1 practical training that allows each Commissioning Body's staff to practice using a test system, before using the live system;
 - 9.2.2 guidance, trouble shooting and frequently asked questions documents that can be easily saved and printed; and
 - 9.2.3 guidance on how to:
 - (a) make a Booking;
 - (b) amend a Booking;
 - (c) cancel a Booking;
 - (d) review a Booking;
 - (e) make a complaint;
 - (f) provide feedback on the service provided following delivery of the Booking; and
 - (g) access and understand Management Information.
- 9.3 The Supplier shall develop and provide appropriate training in relation to the Portal in response to any training needs identified by the Authority throughout the Contract Period.
- 9.4 In the event of any significant changes to the Portal, the Supplier shall provide appropriate training and guidance documents to all Commissioning Bodies.

10. PORTAL MAINTENANCE

- 10.1 In the event of a planned Portal upgrade or maintenance, the Supplier shall notify all Commissioning Bodies no later than five (5) Working Days in advance of any work which could affect functionality and/or availability of the Portal detailing the intended duration of the work and how the Supplier will maintain the ability to request and manage Bookings during that period.
- 10.2 The Supplier shall use best endeavours to ensure that upgrade or maintenance work that may affect functionality and/or availability of the Portal is undertaken outside of Normal Working Hours.
- 10.3 Within one (1) week of rectification of Portal unavailability, the Supplier shall record and upload all relevant data onto the Portal to ensure accuracy of management information and data.
- 10.4 The Supplier shall maintain an up to date contingency plan for Portal unavailability (including planned and unplanned unavailability) agreed in accordance with Paragraph 10.5. Notwithstanding the contingency plan, the Supplier shall remain responsible for meeting the requirements of this Contract in the event of Portal unavailability.
- 10.5 The Supplier shall provide to the Authority during the Transition Period and thereafter a draft of any proposed update of its contingency plan for Portal unavailability. The Authority shall notify the Supplier whether or not it approves the proposed update and, where the Authority does not approve it, it shall provide comments on the proposed update. The Supplier shall promptly, and in any event within two (2) Working Days, address the comments in a further updated draft plan and provide such updated draft plan to the Authority. This process shall be repeated until the proposed updated plan is approved by the Authority. The Supplier shall in any event update the plan annually and this process shall apply to each update of the plan.
- 10.6 The Supplier shall provide the contingency plan for Portal unavailability and any updated versions, in each case once approved in accordance with Paragraph 10.5, to each Commissioning Body within three (3) Working Days of approval by the Authority.

11. TELEPHONE BOOKING SERVICE

- 11.1 The Supplier shall provide a single dedicated telephone booking service to enable Bookings to be made where the Portal is not used to make Bookings and for the use of telephone interpreting services.
- 11.2 The Supplier shall ensure that the telephone booking service is available for use by Commissioning Bodies 24 hours a day and 365 days a year.
- 11.3 The Supplier shall ensure that calls to the telephone booking service are answered by an operator within 20 seconds of the first ring.
- 11.4 The Supplier's telephone booking service shall have a dedicated non-premium rate and/or no call connection charge, telephone number. The dedicated telephone number must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.

12. WEBSITE

- 12.1 The Supplier shall host a publicly accessible website providing access to key information and resources relating to the Services.
- 12.2 The Website must be accessible from the Portal Longstop Date (19 October 2016) by Language Professionals, all Commissioning Bodies and the general public to view information including;
- 12.2.1 concise summaries of the language services provided by the Authority under this Contract;

- 12.2.2 glossaries of commonly used terminology;
 - 12.2.3 lists of recognised spoken languages and dialects;
 - 12.2.4 the Authority Code of Conduct;
 - 12.2.5 guidance on the Supplier's complaints process;
- 12.3 The Website must provide a link through which Commissioning Bodies and Language Professionals can access and log into the Portal.
- 12.4 The Supplier shall ensure that the Website complies with and shall control the Website in accordance with the technology specification set out in Annex 6 and **Error! Reference source not found..**
- 12.5 The Supplier shall ensure that the Website includes such information as is reasonably necessary to ensure compliance with Law and Good Industry Practice, including a privacy policy and user terms and conditions.
- 12.6 In the event of planned Website unavailability or any other functional changes, the Supplier shall notify all Commissioning Bodies no later than five (5) Working Days in advance of any work which could affect functionality and/or availability of the Website detailing the intended duration of the work.
- 12.7 The Supplier shall use best endeavours to ensure that upgrade or maintenance work that may affect functionality and/or availability of the Website is undertaken outside of Normal Working Hours.
- 12.8 In the event of unplanned Website unavailability the Supplier shall, within one hour of becoming aware that it is not available, notify all Commissioning Bodies of the action being taken to restore the Website. Thereafter regular updates (to be agreed with the Authority) should be provided until the Website availability is resumed.

13. TELEPHONE HELPDESK

- 13.1 The Supplier shall provide a single dedicated telephone helpdesk to provide advice and support on all Booking, ordering, invoicing, performance issues, general enquiries, Language Professional status and any other enquiries relating to the Services and the Portal to all Commissioning Bodies.
- 13.2 The Supplier shall ensure that the telephone helpdesk is available 24 hours a day and 365 days a year.
- 13.3 The Supplier shall ensure that calls to the telephone helpdesk are answered by an operator within 20 seconds of the first ring.
- 13.4 The Supplier's telephone helpdesk service shall have a dedicated non-premium rate and/or no call connection charge, telephone number. This telephone number must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.

14. URGENCY TYPE 1 BOOKINGS

- 14.1 In relation to Bookings of Urgency Type 1, as described in Annex 1 Table 2, every thirty (30) minutes after the Booking is made, the Supplier shall provide a real time update to the relevant Commissioning Body by a secure email to a designated email address and/or designated telephone number on progress in fulfilling the Booking and, with each update, an estimated time of arrival of a Language Professional for agreement by the relevant Commissioning Body.

14.2 A Language Professional will only be considered to have been assigned to the Booking where the estimated time of arrival has been accepted by the relevant Commissioning Body.

15. BOOKING AMENDMENT AND CANCELLATION PROCESS

15.1 The Supplier shall provide a dedicated telephone number and email address through which amendments to and cancellations of Bookings can be made by Commissioning Bodies.

15.2 A Commissioning Body shall notify the Supplier via the Portal and the dedicated telephone number or email address if it wishes to amend or cancel a Booking and the Supplier shall issue a notification to the relevant Commissioning Body confirming the amendment or cancellation (as appropriate).

15.3 Amendments and cancellations to Bookings by a Commissioning Body will be either Advanced Notice or Short Notice, where:

15.3.1 Advanced Notice is where notice of an amendment or cancellation of a Booking is provided by a Commissioning Body to the Supplier at or prior to 09:00 on the Working Day immediately prior to the date for the Booking to which the notice relates; and

15.3.2 Short Notice is where notice of an amendment or cancellation of a Booking is provided by a Commissioning Body to the Supplier after 09:00 on the Working Day immediately prior to the date for the Booking to which the notice relates or where the Language Professional attends the Booking (in person, by telephone or by video, according to the Method of Interpretation) but the Booking does not proceed due to no fault of the Supplier or Language Professional.

15.4 The Supplier shall only accept amendments to or cancellation of Bookings from the Commissioning Body which made the original Booking or from the Commissioning Body on whose behalf the original Booking was made (for example by the police for Magistrate's Court hearings).

15.5 There shall be no payment due from any Commissioning Body arising from an amendment by that Commissioning Body or a cancellation made by that Commissioning Body or by the Supplier where Advanced Notice has been provided. Where Short Notice has been provided, there shall only be a payment due from any Commissioning Body where, prior to the time of cancellation, the Supplier has confirmed to the Commissioning Body that a Language Professional has been assigned to the Booking or where, as a direct result of the amendment, the Language Professional who was assigned to the amended Booking is unable to fulfil the amended Booking.

15.6 The Supplier shall log the reason for any amendment and/or cancellation made to a Booking and shall provide information including the name of the person amending or cancelling the Booking and the date, time and reason for cancellation, to the relevant Commissioning Body or Authority on request.

16. FAILURE TO FULFIL BOOKINGS

16.1 The Supplier shall take all reasonable steps to fulfil each Booking, including where a Language Professional who was assigned to a Booking withdraws or fails to attend at the Booking.

16.2 The Supplier shall have in place arrangements for regular communications with Language Professionals to provide updates or other relevant information on their ability to fulfil a Booking.

16.3 The Supplier shall notify the relevant Commissioning Body via secure email to a designated email address and by telephone to a designated telephone number where a Language Professional has not been assigned and confirmed to a Booking by 12 noon on the day before the Booking is scheduled to start (or at such other time as may have been agreed with the relevant Commissioning Body). Following such a notification the Supplier shall continue to take all reasonable steps to fulfil the Booking until such time as the Commissioning Body notifies the

Supplier that the Booking is withdrawn due to the absence of a confirmed Language Professional. In such circumstances the Booking shall be deemed to be Non-Fulfilled.

- 16.4 The Supplier shall promptly notify the relevant Commissioning Body via secure email to a designated email address and designated telephone number where a Language Professional who was assigned and confirmed by 12 noon the day before for the Booking is scheduled to start (or at such other time as may have been agreed with the relevant Commissioning Body) is no longer able to fulfil the Booking. Following such a notification the Supplier shall continue to take all reasonable steps to fulfil the Booking until such time as the Commissioning Body notifies the Supplier that the Booking is withdrawn due to the absence of a confirmed Language Professional. In such circumstances the Booking shall be deemed to be Non-Fulfilled.

17. LANGUAGE PROFESSIONAL DELAYS

- 17.1 The Supplier shall have in place a process to notify the relevant Commissioning Body of any delays to an assigned Language Professional which could impact the Booking.
- 17.2 The Supplier shall ensure that Language Professionals notify the Supplier and liaise directly with the representatives of the relevant Commissioning Body as soon as they recognise that there may be a delay to their arrival.
- 17.3 Without prejudice to the Authority's and any other Commissioning Body's rights pursuant to the Contract, the Authority shall, and shall use its reasonable endeavours to procure that other Commissioning Bodies shall, immediately notify the Supplier via the telephone helpdesk where a Language Professional fails to attend a Booking. The Supplier and the relevant Commissioning Body shall agree an acceptable time period for the Supplier to find a replacement Language Professional, where the case (or other event) can be delayed. Every thirty (30) minutes thereafter, the Supplier shall provide an update to the relevant Commissioning Body by a secure email to a designated email address and designated telephone number on progress in fulfilling the Booking and, with each update, an estimated time of arrival of a Language Professional for agreement by the relevant Commissioning Body. A Language Professional will only be considered to have been assigned to the Booking where the estimated time of arrival has been accepted by the relevant Commissioning Body.
- 17.4 Where a case (or other event) is postponed due to late or non-attendance of the assigned Language Professional, the Booking shall be deemed to be Non-Fulfilled, unless the relevant Commissioning Body decides (in its absolute discretion) to re-schedule the case (or other event) in accordance with Paragraph 17.3. In this case the Booking will be deemed to be fulfilled although delivered late and will be subject to relevant contractual provisions where a Language Professional is able to and attends the Booking. No additional payment shall be due from the relevant Commissioning Body as a result of a re-scheduled case (or other event) in these circumstances.

18. QUALIFICATIONS

- 18.1 The Supplier shall provide a suitably qualified Language Professional for each Booking.
- 18.2 The minimum Qualification Level of the Language Professional for each Booking shall be determined by the Complexity Level for that Booking, as set out in Table 1 in Annex 1. The required minimum Qualification Level of a Language Professional for each Complexity Level is as set out in Annex 2. If the Supplier is unable to fulfil the Booking with a Language Professional with the required Qualification Level, the Supplier may provide a Language Professional with a lesser Qualification Level only with Approval of the relevant Commissioning Body. Notwithstanding any Approval given by a Commissioning Body, failure to provide a Language Professional with the Qualification Level specified in the Booking shall result in Service Failure performance points accruing in accordance with **Error! Reference source not found.**
- 18.3 The Authority may at its discretion change the Qualification Levels from time to time upon written notice to the Supplier save that the matter shall be referred to the Change Control Procedure where the change is material and results in a cost impact on the Supplier (and each Party shall

act reasonably in determining whether the proposed change meets the requirements necessitating it being referred to the Change Control Procedure).

- 18.4 The Supplier shall provide to the Authority or to the Quality Assurance Supplier, as directed by the Authority, details of the qualifications and experience of Language Professionals engaged in connection with delivery of the Services and shall provide a copy of any certificate of qualification or competence that is held for any such person.
- 18.5 Except in the case of Pre-Registered Language Professionals, the Qualification Level of each Language Professional must have been assessed and confirmed by the Supplier as part of the Supplier's Onboarding Process prior to that Language Professional undertaking any Booking for the Authority.
- 18.6 The Supplier acknowledges that the Quality Assurance Supplier will undertake periodic reviews of the qualifications and experience of Language Professionals, including Pre-Registered Language Professionals, by way of Mystery Shopping Assessments and Spot Check Assessments. If following such an Assessment a Language Professional is found no longer to meet the required Qualification Levels, the Authority or its Quality Assurance Supplier will notify the Supplier in writing and the Supplier shall not use that Language Professional for Bookings requiring the Qualification Levels which are no longer met.
- 18.7 Where a Language Professional is capable of interpreting in more than one spoken language, the Supplier shall ensure that the Language Professional meets the required Qualification Levels in all relevant spoken languages.
- 18.8 No Commissioning Body shall be liable for the costs associated with Language Professionals obtaining the relevant qualifications and/or experience to meet the Qualification Levels.

19. QUALITY

- 19.1 In addition to the qualification requirements set out in Paragraph 18, the Supplier shall ensure that Language Professionals:
- 19.1.1 maintain and develop their command of English (where this is not their first language) and the other language(s) they are qualified to interpret/translate;
 - 19.1.2 are able to demonstrate that they have an understanding of the subject area in which they are working and a good understanding of the workings and protocols of the justice system; and
 - 19.1.3 are able to develop and maintain the expected quality of interpretation/translation when working with any digital and technological mediums.
- 19.2 For all Language Professionals who have not previously worked in or do not have extensive experience within a twelve (12) month period of working in the justice sector, the Supplier shall ensure that such Language Professionals undertake and pass an induction to working in the justice sector (to be developed and operated by the Supplier) before they are assigned to their first Booking.

20. RECRUITMENT

- 20.1 The Supplier shall maintain and seek to increase the supply of Language Professionals to ensure fulfilment of all Bookings at all times and in all required geographical areas.
- 20.2 The Supplier shall recruit sufficient numbers of Language Professionals to provide cover 24 hours a day and 365 days a year.
- 20.3 The Supplier shall target the recruitment of Language Professionals as appropriate to ensure there is sufficient supply to fulfil all Bookings proportional to the demand for languages across geographical areas.

- 20.4 The Supplier shall take account of the desirability where possible of achieving a reasonable gender, ethnicity and race balance of Language Professionals in order to fulfil certain Bookings (such as court cases that may require a female interpreter) and shall target recruitment accordingly.
- 20.5 The Supplier shall ensure that Language Professionals who are recruited have the ability to interpret/translate via different Methods of Interpretation, including face to face, telephone and video, and the aptitude to adapt to any technological innovations.
- 20.6 The Supplier shall expressly seek the Language Professional's approval for the Supplier to share and store their personal information relevant to the maintenance of the Register held by the Quality Assurance Supplier.
- 20.7 The Supplier shall work with the Language Professionals' community (including its representative bodies), the education sector and the Quality Assurance Supplier to ensure that the Authority and other Commissioning Bodies are receiving the number and quality of Language Professionals required to deliver the Services.
- 20.8 The Supplier shall have a process to rapidly respond to exceptional and extraordinary circumstances where for example, a large number of interpreters is required for an extended length of time.

21. CONTINUOUS PROFESSIONAL DEVELOPMENT AND TRAINING

- 21.1 The Supplier shall encourage continuous professional development and training of all Language Professionals.
- 21.2 The Supplier shall at all times co-operate with the Quality Assurance Supplier to support the ongoing improvement in the quality of the Services.
- 21.3 The Supplier shall provide evidence to the Authority of monitoring and reviewing Language Professionals' continuous professional development and training by reporting as required pursuant to **Error! Reference source not found..**
- 21.4 For part qualified Language Professionals who are working towards the appropriate qualifications, the Supplier shall log all Bookings they have participated in and the training undertaken as part of their development process and shall provide such information to the Authority on request and as otherwise required pursuant to **Error! Reference source not found..**
- 21.5 No Commissioning Body shall be liable for any costs associated with the continuous professional development and/or training of Language Professionals.
- 21.6 Where there are any technological or other innovations relating to the delivery of the Services, the Supplier shall provide appropriate training and guidance to ensure that all Language Professionals are equipped with the appropriate skills and competencies to work with these innovations.
- 21.7 The Supplier shall co-operate with the Quality Assurance Supplier to support the Quality Assurance Supplier in designing, developing and implementing the Trainee Scheme for Language Professionals in particular by:
- 21.7.1 providing pertinent information to Language Professionals and the Quality Assurance Supplier as required;
 - 21.7.2 promoting the Trainee Scheme; and
 - 21.7.3 identifying opportunities and possible candidates who may be suitable for the Trainee Scheme.

22. PERFORMANCE ISSUES

- 22.1 The Supplier, shall have in place and shall operate a procedure to address Language Professionals' poor performance issues including but not limited to:
 - 22.1.1 failure to deliver the level of service expected;
 - 22.1.2 inappropriate behaviour;
 - 22.1.3 failure to adhere to the Authority Code of Conduct; and
 - 22.1.4 contributions to operational inefficiencies (e.g. Booking cancellations).
- 22.2 The Authority reserves the right to require that the Supplier should notify the Quality Assurance Supplier to remove the Language Professionals with poor performance records from the Register and, where this occurs, the Supplier shall ensure that the Language Professional is not used for further Bookings.

23. CO-OPERATION WITH THE QUALITY ASSURANCE SUPPLIER

- 23.1 The Supplier will at all times co-operate with the Quality Assurance Supplier in order to facilitate the services it provides to Commissioning Bodies, including those described in Annex 3. Such co-operation will include, but not be limited to, updating the Supplier's Onboarding Process (without having to refer the matter to the Change Control Procedure) so as to incorporate and implement (to the reasonable satisfaction of the Quality Assurance Supplier and the Authority) the reasonable recommendations from time to time of the Quality Assurance Supplier.
- 23.2 The Supplier will promptly (and in any event within two (2) Working Days) provide updates regarding Language Professionals who have successfully completed the Supplier's Onboarding Process, including as regards changes to their details, to the Quality Assurance Supplier as required to allow the update of the Register. This will include an annual update of the hours worked by the Language Professional.
- 23.3 In order to facilitate the quality assurance process, the Supplier shall provide the Quality Assurance Supplier with such information as may be required which shall include but not be limited to:

| Description of information | Purpose of information | Reason for request | Timescales for provision |
|----------------------------|---|---|--|
| Booking details | The Supplier shall provide details of specific interpretation and translation events that have or are due to take place. The events selected shall represent a reasonable cross-section of the types of interpretation and Services provided including a range of languages, Qualification Levels, Complexity Levels and locations. | <ul style="list-style-type: none"> • Ad hoc audits • Mystery Shopping Assessments • Spot Check Assessments | Within 24 hours of the request by a Commissioning Body or the Quality Assurance Supplier |
| Complaints | The Supplier shall provide details of all complaints (categorised as required) relating to the quality or standard of interpretation and | <ul style="list-style-type: none"> • Mystery Shopping Assessments • Development | Within 24 hours of the complaint |

| | | | |
|---|--|--|--|
| | translation relating to all Bookings. The Supplier shall co-operate with any investigation undertaken by the Quality Assurance Supplier and shall comply with the recommendations of their review which may include, but not limited to, the removal or suspension from the Register of the Language Professional in question. | plans | being made |
| Breach of the Authority Code of Conduct | The Supplier shall provide details of all alleged and actual breaches of the Authority Code of Conduct. | | Within 24 hours of the Supplier becoming aware of the alleged or actual breach |
| Feedback | The Supplier shall provide the feedback captured following completed Bookings. | <ul style="list-style-type: none"> • Customer satisfaction | Quarterly |
| New trainees on the Trainee Scheme | The Supplier shall provide data on new trainees joining the Trainee Scheme. The Supplier shall proactively encourage Trainees to fulfil suitable Bookings which support the application and success of the Trainee Scheme | <ul style="list-style-type: none"> • Professional development • Support the Trainee Scheme | Quarterly |

23.4 The Supplier shall treat all information provided by the Quality Assurance Provider as confidential and such information shall be treated in the same way as Authority Confidential Information in accordance with Clause 37.

24. EU MEASURES ON INTERPRETATION AND TRANSLATION

24.1 The Supplier shall comply with all current and future EU measures on interpretation and translation.

25. LAWS

25.1 The Supplier shall comply with all relevant Laws in relation to the Services.

25.2 Without prejudice to Paragraph 25.1, the Supplier shall familiarise itself and comply with the Directive and the obligations within it, including but not limited to:

25.2.1 Article 2(5) – Right to complain about the quality of interpretation

Member States shall ensure that the suspected or accused persons have the possibility to complain that the quality of the interpretation is not sufficient to safeguard the fairness of the proceedings.

25.2.2 Article 5(3) – Confidentiality

Member States shall ensure that Language Professionals and translators will be required to observe confidentiality.

26. COMPLAINTS PROCESS

26.1 The Supplier shall have in place and operate robust and auditable procedures to record, process and resolve complaints or problems initiated by Commissioning Bodies, the Authority, or end users, including, but not limited to, suspects, witnesses and accused persons. These procedures will be regularly reviewed by and agreed with the Authority.

26.2 The Supplier shall provide clear guidance to Commissioning Bodies on their complaints process.

26.3 The Supplier shall provide a clear route for complaints to be made by parties other than the Commissioning Body, including written instructions for defendants where required. The Supplier shall provide clear guidance on the complaints process on the Website hosted pursuant to Paragraph 12, which shall include instructions on how to report complaints to a Commissioning Body and/or the Supplier.

26.4 The Supplier shall immediately, and in any event within one (1) Working Day, refer complaints related to the quality or standard of interpretation or a possible breach of the Authority Code of Conduct by Language Professionals whilst fulfilling Bookings to the Quality Assurance Supplier for review. The Supplier will co-operate with any investigation undertaken by the Quality Assurance Supplier and shall comply with the recommendations of their review which may include, but not be limited to, the removal or suspension from the Register of the Language Professional in question.

26.5 The Supplier shall 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 all contract management and review meetings.

26.6 The Supplier shall maintain a full record of:

26.6.1 all complaints raised using the Authority complaint categories which may be updated from time to time;

26.6.2 General

- (a) Failure to supply a Language Professional
- (b) Language Professional did not attend a Booking
- (c) Contact Centre communications issues
- (d) Portal issues (technical)
- (e) Website issues (technical)
- (f) Account Management issues

26.6.3 Financial

- (a) Incorrect times recorded for the Booking
- (b) Financial reports are unavailable

26.6.4 Quality

- (a) Any breach of the Authority Code of Conduct
- (b) Interpreting or translation issues
- (c) Lateness

26.6.5 **Other**

- (a) the escalation within its own organisation;
- (b) engagement with the Quality Assurance Supplier;
- (c) any response provided;
- (d) the resolution status of each complaint;
- (e) the action taken in response to the complaint; and
- (f) timescales for responding to and resolving complaints.

26.7 The Supplier shall ensure that all complaints are resolved in a professional and efficient manner.

26.8 All complaints made by a Commissioning Body or third party in relation to the Services must be acknowledged by the Supplier within 24 hours of the details of the complaint being received by the Supplier. Thereafter, updates on how the Supplier is proactively working to seek a resolution of the complaint should be made by the Supplier to the relevant Commissioning Body and third party on request. As a minimum, complaints must be acknowledged within 24 hours, referred to the Quality Assurance Supplier (if required in accordance with Paragraph 26.4) within one (1) Working Day and if not referred to the Quality Assurance Supplier, satisfactorily resolved within three (3) Working Days, unless otherwise agreed with the relevant Commissioning Body.

26.9 The Supplier shall provide information on all complaints made, as required by **Error! Reference source not found..**

26.10 The level and nature of complaints arising, and the proposed corrective action or that are in progress or completed shall be reviewed by the Supplier and the Authority periodically, as appropriate according to the number of complaints arising, and in any event at intervals of not less than three (3) months.

26.11 The Authority may discuss with the Supplier delivery performance and address any concerns that may exist around the number of complaints or quality of the service provided at contract review meetings or as otherwise required by the Authority.

26.12 The Commissioning Body has sole discretion to accept or refuse services from the Language Professional proposed. In the event that this happens the Supplier shall provide a replacement Language Professional as soon as the Language Professional has been identified as unsuitable. The Supplier agrees that failure to provide a replacement Language Professional in accordance with this Paragraph 26.12 where requested by a Commissioning Body shall constitute Non-Fulfilment.

27. PRIORITY COMPLAINTS

27.1 The Supplier shall ensure that any complaints received directly from a Commissioning Body encountering problems whilst a Booking is being undertaken are dealt with as a matter of priority and the Supplier shall seek to minimise any disruption caused.

27.2 The types of complaints that shall be supported in this way include but are not limited to:

27.2.1 Language Professionals not arriving at a Booking by the Booked Start Time;

27.2.2 Language Professionals not on a telephone or video Booking by the Booked Start Time;

27.2.3 Language Professional of the required Security Level or Qualification Level not provided for a Booking.

28. CONFIDENTIALITY

28.1 The Supplier shall ensure that Language Professionals maintain confidentiality at all times and do not seek to make personal gain through information disclosed during their Bookings in line with Article 5(3) – Confidentiality of the Directive and as required by the Authority Code of Conduct.

29. SENSITIVE SUBJECT MATTER

29.1 The Supplier shall notify all Language Professionals that the material, content and subject matter may be distressing to some people. Such notification should take place in writing at the point of engagement of a Language Professional and written acknowledgement from the Language Professional of such notification shall be retained by the Supplier, prior to the undertaking of any work associated with this Contract and acknowledgement of this notice received from the Language Professional.

29.2 Material, which some Language Professionals may find distressing, includes the description of events which may include, but is not limited to physical or mental abuse, sexual acts or abuse, harm or abuse of young or vulnerable people, graphic descriptions of injuries or actions, acts of terrorism and hate crimes including crimes that are targeted at a person because of hostility or prejudice towards that person's: disability, race or ethnicity, religion or belief and sexual orientation.

30. SECURITY CLEARANCE

30.1 The Supplier shall ensure that each Language Professional has the required Security Level, provided that a Commissioning Body may specify within a Booking the additional levels of security clearance (including but not limited to counter terrorism clearance) before a Language Professional shall be permitted to undertake a Booking. If the Supplier is unable to fulfil the Booking with a Language Professional with the required Security Level, the Supplier may provide a Language Professional with a lesser Security Level only with Approval of the relevant Commissioning Body. Notwithstanding any Approval given by a Commissioning Body, failure to provide a Language Professional with Security Level specified in the Booking shall result in Service Failure performance points accruing in accordance with **Error! Reference source not found..**

30.2 Except for Pre-Registered Language Professionals, all the Supplier's Personnel shall be security cleared to baseline personnel security standard as a minimum.

30.3 The Supplier shall comply with the security clearance requirements in Annex 7.

31. DATA PROVISION

31.1 The Supplier shall respond to ad hoc data requests in relation to FOIA requests, Parliamentary Questions or other official briefings within two (2) Working Days of the requests.

ANNEX 1

Urgency Types, Security Levels and Complexity Levels

Table 1

| Method of interpretation | Urgency Types (as defined in Table 2) | Security Levels (as defined in Table 3) | Complexity Levels (as defined in Table 4) |
|--------------------------|---------------------------------------|---|--|
| Face to face | UT1 | SL1 | Complex - Written Complex - Other Standard |
| | UT2 | SL2 | |
| | UT3 | SL3 | |
| | UT4 | SL4 | |
| | UT4 | SL5 | |
| Telephone | UT0 | SL1 | Standard |
| | UT1 | SL2 | |
| | UT2 | SL3 | |
| | | SL4 | |
| | | SL5 | |
| Video | UT0 | SL1 | Complex - Written Complex - Other Standard |
| | UT1 | SL2 | |
| | UT2 | SL3 | |
| | UT3 | SL4 | |
| | UT4 | SL5 | |

Table 2

| Urgency Type | Definition |
|--------------|---|
| UT0 | Services required immediately. |
| UT1 | Services required within 3 hours of the Booking. |
| UT2 | Services required after 3 hours but within 24 hours of the Booking. |
| UT3 | Services required on or after 24 hours but within 5 calendar days of the Booking. |
| UT4 | Services required 6 calendar days or longer after the Booking. |

Table 3

| Security Level | Definition |
|-----------------------|---|
| SL1 | Security clearance to baseline personnel security standard. |
| SL2 | Security clearance to counter terrorism check standard. |
| SL3 | Security clearance to security check standard. |
| SL4 | Security clearance to developed vetting standard. |
| SL5 | Security clearance to non-police personal vetting level 3 standard. |

Table 4

| Complexity Level | Definition |
|-------------------------|---|
| Complex – Written | <p>Either:</p> <ul style="list-style-type: none"> where specified as Complex – Written by the relevant Commissioning Body in the Booking; <p>or:</p> <ul style="list-style-type: none"> where there is no Complexity Level specified in the Booking, the criteria for Standard do not apply and there is a requirement for written translation. |
| Complex - Other | <p>Either:</p> <ul style="list-style-type: none"> where specified as Complex – Other by the relevant Commissioning Body in the Booking; <p>or:</p> <ul style="list-style-type: none"> where there is no Complexity Level specified in the Booking, the criteria for Standard do not apply and there is no requirement for written translation. |
| Standard | <p>Either:</p> <ul style="list-style-type: none"> where specified as Standard by the relevant Commissioning Body in the Booking; <p>or:</p> <ul style="list-style-type: none"> where there is no Complexity Level specified in the Booking and: |

| | |
|--|---|
| | <ul style="list-style-type: none">○ the Booking does not involve the giving of evidence; and○ any one of the following criteria have been identified at the point of Booking:<ul style="list-style-type: none">▪ first hearing;▪ case management/setting a trial date;▪ legal argument;▪ application for bail; or▪ the defendant/claimant has a good grasp of English. |
|--|---|

ANNEX 2

Qualification Levels

This Annex sets out the minimum level of qualification a Language Professional is required to have in order to work on each Complexity Level of Bookings.

32. Complex Written

32.1 To work on a Complex Written Booking for a language other than a Rare Language, a Language Professional must have obtained at least one of the qualifications in table 1 below.

32.2 To work on a Complex Written Booking for a Rare Language:

32.2.1 the Primary Language of the Language Professional must be the Relevant Language or the Language Professional must have sufficient ability to communicate in the Relevant Language;

32.2.2 the Language Professional must have provided at least one hundred (100) hours of interpretation services in the Relevant Language, which must include some spoken and some written;

32.2.3 the Language Professional must either:

(a) have obtained at least one of the qualifications in table 2 or table 3 below; or

(b) either:

(i) have passed the English Proficiency Test; or

(ii) the Primary Language of the Language Professional is English; and

32.2.4 the Language Professional must have provided suitable references; and

32.2.5 the Supplier must have obtained the prior consent of the Commissioning Body to the use of the Language Professional for the Booking.

33. Complex Other

33.1 To work on a Complex Other Booking for a language other than a Rare Language:

33.1.1 the Language Professional must meet the requirements set out in Paragraph 32.1; or

33.1.2 where the Primary Language of the Language Professional is English:

(a) the Language Professional must have obtained at least one of the qualifications in table 3 below and the qualification must have featured the Relevant Language as part of the course; and

(b) the Language Professional must have provided at least one hundred (100) hours of interpretation services in the Relevant Language; or

33.1.3 where the Primary Language of the Language Professional is a language other than English:

(a) the Language Professional must have obtained at least one of the qualifications in table 2 below, either:

- (i) in the United Kingdom; or
 - (ii) where the qualification was obtained outside of the United Kingdom, the qualification must have featured English as part of the course; and
- (b) the Language Professional must have provided at least one hundred (100) hours of interpretation services in the Relevant Language.

33.2 To work on a Complex Other Booking for a Rare Language:

33.2.1 the Language Professional must meet the requirements of Paragraph 32.2; or

33.2.2 the Primary Language of the Language Professional must be the Relevant Language or the Language Professional must have sufficient ability to communicate in the Relevant Language and either:

- (a) the Language Professional must have provided at least fifty (50) hours of interpretation services in the Relevant Language; or
- (b) the Language Professional must either:
 - (i) have obtained at least one of the qualifications in table 2 or table 3 below; or
 - (ii) either:
 - (1) have passed the English Proficiency Test; or
 - (2) the Primary Language of the Language Professional is English; and
- (c) the Language Professional must have provided suitable references.

34. Standard

34.1 To work on a Standard Booking for a language other than a Rare Language:

34.1.1 the Language Professional must meet the requirements of Paragraphs 33.1.1, 33.1.2, 33.1.3; or

34.1.2 where the Primary Language of the Language Professional is English, either:

- (a) the Language Professional must have obtained at least one of the qualifications in table 4 below; or
- (b) the Language Professional must;
 - (i) be enrolled on a course or have partially completed a course for at least one of the qualifications in table 4 below;
 - (ii) have completed all required modules for the relevant qualification as shall be notified by the Authority to the Supplier prior to the Services Commencement Date;
 - (iii) have provided at least one hundred (100) hours of interpretation services in the Relevant Language; and
 - (iv) have provided suitable references; or

34.1.3 where the Primary Language of the Language Professional is a language other than English:

- (a)** the Relevant Language must be the Primary Language of the Language Professional or the Language Professional must have sufficient ability to communicate in the Relevant Language; and
- (b)** either:
 - (i)** the Language Professional must have obtained at least one of the qualifications in table 4 below either:
 - (A)** in the United Kingdom; or
 - (B)** where outside the United Kingdom, English must have featured as part of the course; or
 - (ii)** the Language Professional must:
 - (A)** be enrolled on a course or have partially completed a course for at least one of the qualifications in table 4 below either:
 - (1)** in the United Kingdom; or
 - (2)** where outside the United Kingdom, English must feature as part of the course;
 - (B)** have completed all required modules for the relevant qualification as shall be notified by the Authority to the Supplier prior to the Services Commencement Date;
 - (C)** have provided at least one hundred (100) hours of interpretation services in the Relevant Language; and
 - (D)** have provided suitable references.

34.1.4 To work on a Standard Booking for a Rare Language:

- (a)** the Language Professional must meet the requirements of Paragraphs 33.2.1 or 33.2.2; or
- (b)** the Primary Language of the Language Professional must be the Relevant Language or the Language Professional must have sufficient ability to communicate in the Relevant Language and either:
 - (i)** the Language Professional must have experience of providing interpretation services in the Relevant Language; or
 - (ii)** the Language Professional must either:
 - (A)** have obtained at least one of the qualifications in table 2 or table 3 below; or
 - (B)** either:
 - (1)** have passed the English Proficiency Test; or
 - (2)** the Primary Language of the Language Professional is English; and
- (c)** the Language Professional must have provided suitable references.

Table 1: Qualifications for Complex Written Bookings

| |
|---|
| Qualification |
| CCI (IOL) |
| DPSI (Law) |
| DPI (formerly Metropolitan Police Test) |
| Level 6 Diploma in Community Interpreting (International School of Linguists) |

Table 2: Qualifications for Complex Written Bookings for Rare Languages, Complex Other Bookings, Complex Other Bookings for Rare Languages, Standard Bookings for rare languages – all where the Primary Language is a language other than English

| |
|---|
| BA in English |
| BA in Interpreting |
| BA in Interpreting & Translation |
| BA Linguistics |
| BA in Modern Languages |
| BA Philology |
| BA in Translation |
| Degree in English Language |
| Degree in English Philology |
| Diploma in English Philology |
| Degree in Linguistics |
| DPSI (Health) |
| DPSI (Law) Partial |
| DPSI (Local Govt.) |
| Language Related Degree where English features as part of the course |
| Language Related Diploma where English features as part of the course |
| MA in Teaching of English |
| Masters in Interpreting |

| |
|---|
| Masters in Interpreting & Translation |
| Masters in Linguistics |
| DPI (formerly Metropolitan Police Test) Partial |
| Post Graduate Diploma in Interpreting |
| Post Graduate in Conference Interpreting |

Table 3: Qualifications for Complex Written Bookings for Rare Languages, Complex Other Bookings, Complex Other Bookings for Rare Languages, Standard Bookings for Rare Languages – all where the Primary Language is English

| Qualification |
|---|
| BA in Interpreting |
| BA in Interpreting & Translation |
| BA Linguistics |
| Degree in Linguistics |
| BA in Modern Languages |
| BA Philology |
| BA in Translation |
| DPSI (Health) |
| DPSI (Law) Partial |
| DPSI (Local Govt.) |
| Language Related Degree (foreign language) |
| Language Related Diploma (foreign language) |
| Masters in Interpreting |
| Masters in Interpreting & Translation |
| Masters in Linguistics |
| DPI (formerly Metropolitan Police Test) Partial |
| Post Graduate Diploma in Interpreting |
| Post Graduate in Conference Interpreting |

Table 4: Qualifications for Standard Bookings where the Primary Language is English and where the Primary Language is a language other than English

| Qualification |
|---|
| AIT (formerly IAA) |
| Basic Interpreting Qualification |
| Community Interpreting Level 2 |
| Community Interpreting Level 3 |
| Community Interpreting Level 4 |
| DPI (formerly Metropolitan Police Test) Unit Pass |
| DPSI (Health) Partial |
| DPSI (Law) Unit Pass |
| DPSI (Local Govt.) Partial |
| IND (Home Office) |
| UK Border Agency Certificate |
| Language Related Degree |
| Language Related Diploma |

ANNEX 3

Role of the Quality Assurance Supplier

Working with the Supplier, the Quality Assurance Supplier shall on behalf of the Authority:

1. Manage and maintain the Register.
2. Provide annual assurance to the Authority that the Onboarding Processes of the Supplier are robust and follow Good Industry Practice.
3. Carry out Spot Check Assessments, In Person Assessments and Mystery Shopping Assessments to assess the quality of the services delivered by the Language Professionals. The Mystery Shopping Assessments are to be carried out remotely (through recordings) or in person at Commissioning Bodies' Premises or other Locations.
4. The Spot Check Assessments, In Person Assessments and Mystery Shopping Assessments undertaken by the Quality Assurance Supplier shall include, as a minimum:
 - 4.1 An assessment of the Language Professionals' ability and competence to deliver the Services on behalf of the Supplier;
 - 4.2 Confirmation that the Language Professional has agreed to the Authority Code of Conduct;
 - 4.3 An independent quality check of the Onboarding Processes that took place at the time of the initial recruitment between the Language Professional and the Supplier. This will include an interrogation of the language skills and qualifications, security clearance, acceptance of the Authority Code of Conduct and the relevant experience of Language Professionals.
5. In instances where the quality of the Services being performed by the Language Professional is identified as unacceptable, take the appropriate steps to, a) suspend or b) remove the Language Professional from the Register and in the case of scenario a, in conjunction with the Supplier and the Language Professional agree a development plan which would allow the Language Professional to meet the required standard and/or reinstatement on the Register.
6. Carry out ad-hoc audits of the Services delivered by the Supplier as directed by the Authority.
7. Investigate complaints it may receive in respect of the Services delivered by the Supplier.
8. Investigate all instances of alleged breaches of the Authority Code of Conduct (in conjunction and cooperation with) the Language Services Supplier(s).
9. Undertake a periodic customer survey to measure the end user and Commissioning Body satisfaction with the Services delivered by the Supplier.
10. Work with the Supplier to ensure accurate provision of relevant (to be determined) data at regular (to be determined) intervals.

ANNEX 4

List of Languages

This list is not exhaustive and will be updated by the Authority as and when necessary.

| Languages | | |
|----------------------------------|-------------------|-----------------------------|
| Acholi | Fula | Norwegian |
| Afar | Fulah | Oromo (Central) |
| Afrikaans | Fuzhou | Pahari - Kullu |
| Akan | Ga | Pahari - Mashu |
| Albanian | Galician | Pahari-potwari |
| Albanian (Kosovo) | Georgian | Pangasinan |
| Algerian | German | Pashto |
| Amharic | German (Austrian) | Pashto (Afganistan) |
| Arabic | German (Swiss) | Pashto (Afghanistan) |
| Arabic (Classical) | Gikuyu | Pashto (Pakistan) |
| Arabic (Classical/North African) | Greek | Pashto, (Afganistan) |
| Arabic (Modern Standard) | Gujarati | Pashto, (Pakistan) |
| Arabic (North African) | Gusii | Polish |
| Armenian | Hakka | Portuguese |
| Azerbaijani (North) | Hausa | Portuguese (Brazil) |
| Azerbaijani (Southern) | Hebrew | Portuguese (Creole) |
| Azeri | Hindi | Potwari |
| Bahasa Indonesian | Hindko | Punjabi |
| Bahasa Malaysian | Hindustani | Punjabi, Eastern (India) |
| Balochi - Southern | Hungarian | Punjabi, Western (Pakistan) |
| Balochi - Western | Igbo | Roma |
| Bamanankan | Ilocano | Romanian |
| Belarusian | Indonesian | Romany |
| Bengali | Italian | Runyankole |
| Bilen | Japanese | Russian |
| Bosnian | Javanese | Sanskrit |

| | | |
|------------------------|----------------------------|--------------------------|
| Bravanesse | Jula | Sardinian (Campidanese) |
| British Sign | Kashmiri | Serbian |
| Bulgarian | Kazakh | Shona |
| Burmese | Kibajuni | Sindhi |
| Cantonese | Kikongo | Sinhala |
| Catalan | Kikuyu | Slovak |
| Cebuano | Kinyamulenge | Slovene |
| Chaldean - Neo Aramaic | Kinyarwanda | Slovenian |
| Creole | Kirundi | Somali |
| Creole - English | Kiswahili | Spanish |
| Creole - French | Korean | Spanish (Latin American) |
| Creole - Portuguese | Krio | Susu |
| Croatian | Kurdish (Bahdini) | Swahili |
| Czech | Kurdish (Kurmanji) | Swahili (Coastal) |
| Daju | Kurdish (Kurmanji/Bahdini) | Swahili (Congo) |
| Danish | Kurdish (Sorani) | Swedish |
| Dari | Kyrgyz | Sylheti |
| Dari (Afghan) | Lak | Tagalog |
| Dari (Iranian) | Lao | Taiwanese |
| Dholuo | Latvian | Tajiki |
| Dutch | Lingala | Tamil |
| Edo | Lithuanian | Telugu |
| English | Luganda | Thai |
| English - AUS | Macedonian | Tigre |
| English (Pidgin) | Macedonian Gorani | Tigrinya |
| English (US) | Malay | Tswana |
| Estonian | Malayalam | Turkish |
| Éwé | Mandarin | Turkmen |
| Farsi | Mandinka | Twi |
| Filipino | Maninka | Ukrainian |
| Finnish | Marathi | Urdu |
| Flemish | Mirpuri | Uzbek (Northern) |
| French | Moldovan | Vietnamese |

| | | |
|--------------------|------------------------|--------|
| French (Algerian) | Mongolian | Welsh |
| French (Belgium) | Moroccan | Wolof |
| French (Canada) | Ndebele - Northern | Xhosa |
| French (Congeese) | Ndebele - Southern | Yoruba |
| French (Congolese) | Ndebele (South Africa) | Zulu |
| French (Swiss) | Nepalese | |

ANNEX 5

Authority Code of Conduct

In this Code of Conduct, “Commissioning Body” refers to an organisation receiving services from Language Professionals under the Ministry of Justice language services contracts.

1. Professional Competence

All Language Professionals must:

- 1.1 At all times cooperate with the Authority Quality Assurance process through participation in the Mystery Shopping Assessment, Spot Check Assessment and In Person Assessment processes.
- 1.2 Only accept bookings/assignments for languages in which they can demonstrate that they have the required level of competency and refuse any work beyond their level of competency, either linguistically or due to a lack of specialised knowledge.
- 1.3 Be fluent in and demonstrate a comprehensive understanding of the written and spoken form of both languages; including regional dialects, colloquialisms, idiomatic expressions and technical terms.
- 1.4 Maintain language and other relevant professional linguist skills in order to discharge services to the required standard.
- 1.5 Be familiar with any cultural backgrounds relevant to the assignment.
- 1.6 Understand the relevant procedures and protocols of the justice system as required for the relevant Commissioning Body.
- 1.7 Not delegate any work to third parties nor accept any delegated work.

Points 1.8 to 1.15 below only apply to Language Professionals when they are required to attend a location to deliver language services as specified by a Commissioning Body.

- 1.8 Be able to verify their identity on request by the Commissioning Body at any point during their Booking, through the use of valid and up to date photo identification badge which they must have with them when they attend any assignment.
- 1.9 Ensure they arrive at the venue in readiness to commence interpreting at the time requested to by informing a member of staff of their arrival so the time can be recorded accurately.
- 1.10 Ensure they arrive at the venue with the official timesheet.
- 1.11 Ensure all timesheets are approved by the appropriate member of the Commissioning Body before leaving the venue.
- 1.12 Remain for the entire duration of the assignment until released by the Commissioning Body.
- 1.13 Dress appropriately for all assignments undertaken. Those whose appearance could be considered inappropriate are liable to be removed from the assignment.
- 1.14 Take an oath or give an affirmation before the assignment begins if directed to do so.
- 1.15 In the case of Language Professionals providing interpretation services comply with the specific requirements for face to face and remote interpretation set out in section 3 below.

- 1.16 In the case of Language Professionals providing translation and transcription services, comply with the specific requirements for the services set out in section 2 below.

2. Translation and Transcription Services – Written Interpretation

Language Professionals must also:

- 2.1 Translate all documents and transcribe recordings, taking reasonable action to ensure effective communication and clear understanding between the parties.
- 2.2 Inform the Commissioning Body where difficulties are encountered with dialect, technical terms or lack of relevant background knowledge which may impair their ability to carry out the assignment. If these issues cannot be resolved to the satisfaction of the Commissioning Body the Language Professional shall withdraw from the assignment.

3. Face to Face and Remote Interpretation – Verbal Interpretation

Language Professionals must also:

- 3.1 Interpret impartially between the various parties, taking reasonable action to ensure effective communication and clear understanding.
- 3.2 Convey the exact meaning of what has been said by each party, without making changes or omissions to the content; intervening only to prevent potential misunderstandings. In exceptional circumstances a summary (which must not distort in any way the meaning of what has been said) may be given if requested by the Commissioning Body.
- 3.3 Inform the Commissioning Body where difficulties are encountered with dialect, technical terms or lack of relevant background knowledge which may impair their ability to carry out the assignment. If these issues cannot be resolved to the satisfaction of the Commissioning Body the Language Professional shall withdraw from the assignment.
- 3.4 Not give legal or other advice or express opinions to any of the parties that exceed their role and duties as Language Professionals.
- 3.5 Request that the relevant parties provide an environment that is conducive to deliver interpretation; such as ensuring that all parties can be heard clearly etc. The Language Professional must inform the relevant parties if the environment appears unsuitable for the purpose.

4. Ethics

All Language Professionals must:

- 4.1 At all times act with integrity, maintain high standards and conduct themselves in an ethical and professional manner.
- 4.2 Carry out assignments in an impartial manner and disclose any personal interest, such as financial or business related, in order that the Commissioning Body can assess if this constitutes a potential conflict of interest as soon as they become aware of it. If the Commissioning Body considers the conflict to be unacceptable the Language Professional shall be asked to withdraw from the assignment.
- 4.3 Not accept any gift or reward that could be construed as an incentive to act against their professional obligations.
- 4.4 Immediately notify the Commissioning Body of any prior relationship with any party to proceedings in a particular assignment.

- 4.5 Immediately notify the Commissioning Body of any previous involvement with a particular assignment.
- 4.6 Disclose to the Commissioning Body if they have had any involvement in previous assignments with the same client.
- 4.7 Disclose to the Commissioning Body any criminal record or other information which may make them unsuitable for a particular assignment. At the discretion of the Commissioning Body, individuals with a criminal record may be precluded from receiving particular assignments.
- 4.8 Not discriminate between parties (to their advantage or disadvantage) either directly or indirectly and act impartially at all times and not act in any way that might result in prejudice or preference on grounds of religion or 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.
- 4.9 Respond within the required timescale to any allegations of misconduct or departure from the Authority Code of Conduct.

5. Confidentiality

All Language Professionals must:

- 5.1 Treat all material provided in the course of an assignment as confidential and unless disclosure is required by law, ensure no information is communicated to any third party without the express permission of the Commissioning Body.
- 5.2 Ensure that material is used only for the purpose authorised by the Commissioning Body.
- 5.3 Ensure that all material is returned to the Commissioning Body at the conclusion of an assignment.
- 5.4 Comply with all relevant data protection legislation including the Data Protection Act 1998.
- 5.5 Not use any of the information obtained during the course of an assignment for any purpose other than that as authorised.
- 5.6 Secure safely any document, recordings or media provided during the course of an assignment, ensuring that it is not copied and is returned at the end of the assignment. Documents are for the eyes of the Language Professional and authorised staff only, and must not be seen by or shared with anyone else.

ANNEX 6

Technology Specification

1. General requirements

- 1.1 The booking service provided by the Supplier shall
 - 1.1.1 meet Good Industry Practice;
 - 1.1.2 have high availability, particularly during Normal Working Hours, in accordance with **Error! Reference source not found.**;
 - 1.1.3 be resilient with no single point of failure; and
 - 1.1.4 be flexible and extensible to cope with varying demand and the addition of new users, services and applications.
- 1.2 Without prejudice to **Error! Reference source not found.**, the booking service shall be designed and implemented to minimise the potential for intrusion and data loss and shall include provision for logging and auditing usage and access.
- 1.3 The booking service shall be assured and accredited for handling HMG information in line with HMG Security Guidelines, which include the establishment and implementation of personnel, application, technical and physical security controls. The Authority may conduct an IT health check (being a CHECK team implemented vulnerability scan and penetration test) as part of the accreditation process.
- 1.4 The IT elements of the booking service shall be fully supported by the Supplier for the Contract Period, such support to include monitoring, reporting, updates and patching, technical support and training, reporting and resolution of problems and incidents, and change management.
- 1.5 On expiry or termination of the Contract, the Supplier shall provision for support to business continuity and to migrate any required information to a Replacement Supplier(s) in accordance with **Error! Reference source not found.**
- 1.6 In order to comply with Paragraph 1.4, the booking service should be based as far as feasible on open source and open data standards.

2. Booking Service Requirements

- 2.1 The Supplier shall:
 - 2.1.1 provide a secure, fully managed, booking service which can be used by Commissioning Bodies, which shall include the facility to request bookings via a single point of contact;
 - 2.1.2 provide reliable and robust access to applications and service whereby users are able to access the service at any time;
 - 2.1.3 ensure that the booking service is not affected by either an increased or decreased volume of bookings requested by Commissioning Bodies and supports transient peaks and short term increases in demand; and
 - 2.1.4 ensure that the booking service has high speed, resilient connections from / to both government secure internet, public services network and the internet to ensure good connectivity at all times.

3. Access

- 3.1 The booking service must provide robust role based access at all levels from infrastructure and administration through to end user.
- 3.2 The booking service must be capable of limiting users to a single logon at any one time and any exceptions to this must be clearly identified.
- 3.3 Access to the booking service must be authenticated using user names and passwords. All such passwords must comply with HMG Security Guidelines.
- 3.4 Administrators must have the ability to reset a user's password and users must have the ability to change their own password.
- 3.5 Users should be able to access the booking service using a web browser on a variety of devices including tablet and other mobile devices. Where there may be limitations in functionality (e.g. uploading documents from a mobile device) these should be clearly identified. Any internally facing functionality which requires use of a computer (rather than a mobile device) interface should be clearly identified.

Note: Internal users are currently constrained by Authority and HMG policies on access from a secure environment using approved devices. In practice, internal users will be accessing the booking service from a desktop computer or laptop in accordance with the Authority's web browser standards.

4. Archive

- 4.1 Users must be able to access archived data within 24 hours of a legitimate request being made.
- 4.2 It must be possible to identify and securely destroy data in accordance with the requirements of the Contract including those relating to the Retention Period.

5. Audit, Logging and Monitoring

- 5.1 The Supplier shall put in place appropriate monitoring tools and processes to support and maintain the Key Performance Indicators and to identify any changes in demand or usage of the booking service.
- 5.2 The booking service must maintain logs and records for audit purposes. Audit logs and records must be maintained in a way that facilitates finding or identifying specific items within the log, and which supports a policy of forensic readiness capable of supporting the investigation and response to security breaches.
- 5.3 The booking service must maintain a log or record of all access to the booking service. The access log will be maintained such that it is possible to identify all successful and unsuccessful access attempts.
- 5.4 The booking service must log or record all operations and changes made to data and information. As a minimum, it should be possible to identify the user that accessed the booking service, and the time the access or any change was made, including changes and uploads made by web users.
- 5.5 Audit and monitoring logs and records must be available to designated authorised users.
- 5.6 It must not be possible to amend or delete any audit trail without a separate audit event capturing these changes.
- 5.7 Audit and log data must be held for the same amount of time as the source data it pertains to (i.e. for the same data retention period).

- 5.8 When data or information is changed, a record of the original data must be maintained.
- 5.9 The booking service must not delete from audit and monitoring logs any data relating to users who have been removed from the booking service.
- 5.10 The creation and storage of audit logs must not impact on the performance of the booking service.
- 5.11 In the event of error or component failure, the relevant log files must provide enough information to support investigation and isolation of the point and possible cause of failure.

6. Availability And Resilience

- 6.1 The booking service must be sufficiently robust and resilient to meet the required hours of operation, with no single points of failure and designed to minimise data loss in line with **Error! Reference source not found.**
- 6.2 It must be possible to restore the booking service to a known point (for example in the event of a failure or for other business reason). In support of this the Supplier must provide a backup and storage approach that will ensure that data loss is minimised and that data can be restored within a reasonable period, to be approved by the Authority.
- 6.3 Backups must be verified to ensure that they are capable of being restored and the restore procedures should be successfully tested on a regular basis but at least annually.
- 6.4 Backup data must be transported and stored securely in line with Authority Information Assurance Guidelines.

7. Business Continuity And Disaster Recovery

- 7.1 The Supplier shall ensure that their Business Continuity and Disaster Recovery Plan produced in accordance with **Error! Reference source not found.** includes disaster recovery for the booking service.
- 7.2 In the event of a disaster, the Supplier shall minimise data loss. The Supplier shall clearly identify the maximum potential data loss and propose within their booking service design mechanisms and processes to facilitate data recovery and minimise the impact of data loss.
- 7.3 In the event of an incident, any proposed recovery arrangements must be capable of supporting the business until such time as the full booking service is restored and the Supplier shall clearly identify any constraints around such provision.

8. Capacity

- 8.1 The booking service must be capable of managing and storing the volume of data and information produced by the service, plus all monitoring, audit and other logs.
- 8.2 The booking service must be able to support the anticipated required number of users as during Normal Working Hours.
- 8.3 The booking service must support changes in capacity and demand as required.
- 8.4 The booking service must support the bulk email load as required by the Supplier's operations.
- 8.5 The booking service must have the capability to run management reports as required by **Error! Reference source not found.**

9. Compliance And Policy

- 9.1 All the Supplier's Personnel working on the booking service with access to customer and user data shall be security cleared to a minimum of baseline standard.
- 9.2 The booking service should be designed in such a way as to facilitate Authority's compliance with the Equality Act 2010 and other equalities legislation, which includes but is not limited to ensuring that the booking service meets relevant accessibility and usability standards as referenced in Government Digital Service Guidance.
- 9.3 The booking service must facilitate the Authority's compliance with Laws, including but not limited to provisions for controlling access to data and monitoring changes.
- 9.4 The Supplier shall ensure that the booking service follows current industry and government best practices for accessibility and must work with commonly available assistive technologies. The cross government minimum accessibility standard is WCAG 1.0 AA.
- 9.5 The booking service must facilitate compliance with Laws relating to the use of the Welsh Language including the Welsh Language Measure 2011.
- 9.6 The Supplier shall maintain good practices in respect of coding, development, document management and record keeping which the Authority may access and audit on request.
- 9.7 The booking service shall be capable of identifying to the user at initial logon that:
- 9.7.1 only authorised users may logon to the booking service;
 - 9.7.2 by logging on, users accept that their activities are subject to protective monitoring; and
 - 9.7.3 any unauthorised access or misuse of the booking service is a criminal act under the Computer Misuse Act 1990.
- 9.8 The booking service will meet Cabinet Office digital standards, including prioritising the use of open source, open standards, open data standards and use of common components and services.

10. Data Integrity

- 10.1 The booking service must maintain the integrity of information that is processed. It must ensure that changes are completed and confirmed by the user, and are auditable (and cannot be repudiated), before they are applied.
- 10.2 It shall not be possible for more than one person to update a record at the same time.
- 10.3 The booking service must validate data at the point of entry. Data validation will include enforcement of any appropriate and agreed data standards or formats.
- 10.4 The booking service shall ensure that once a transaction has been committed by a user, the effects will persist in the booking service and will not be lost or undone except due to deliberate further action by the same user or by another authorised user.
- 10.5 The booking service shall provide the means to restore the business data to a known, consistent state following the discovery of any fault in the application software
- 10.6 Data no longer required (subject to retention rules or authorised requests from the Authority) shall be securely removed / deleted in accordance with **Error! Reference source not found..**

11. Design And Usability

- 11.1 The booking service shall be capable of automatically changing between GMT and BST and will record or display the correct UK time
- 11.2 The design of the booking service shall take into account current Government Digital Service Guidance on design and usability.
- 11.3 The requirements of the booking service for web browsers must adhere to the Authority Web Browser Standards and any exceptions to this principle shall be clearly identified and justified by the Supplier to the satisfaction of the Authority.
- 11.4 The booking service will produce on screen error messages which are meaningful and appropriate to users, and which offer immediate prompts for actions to resolve the error wherever appropriate.

12. Documentation

- 12.1 The Supplier will provide sufficient training and guidance documentation to support independent technical and security assessment of the status of the booking service as set out in Schedule 2.
- 12.2 The Supplier shall keep all documentation up to date and reflect the current state of any technology and procedures associated with the booking service at all times.

13. Support, Maintenance, Testing And Service Provision

- 13.1 The Supplier shall support and maintain the booking service for the Contract Period and shall have a documented service management approach which includes but not limited to incident, problem, change and service level management disciplines.
- 13.2 All releases and changes to the production service, not limited to the live technical booking service shall be managed and agreed in accordance with **Error! Reference source not found..**
- 13.3 All releases/changes shall be subject to **Error! Reference source not found..**
- 13.4 Changes/releases identified to impact end users shall be subject to user acceptance testing (at minimum) before implementation. No changes will be made to the production service unless they have been adequately tested first to the satisfaction of the Authority.
- 13.5 The Supplier shall propose for agreement the recovery point and recovery time objective for the service.
- 13.6 Prior to the Services Commencement Date, all outstanding defects discovered during testing (including functional and non-functional areas e.g. OAT/UAT) should be documented and a live service based impact assessment completed. The impact assessment shall be:
 - 13.6.1 service based;
 - 13.6.2 end user based; and
 - 13.6.3 support based.
- 13.7 The Supplier shall provide and comply with its own documented standard incident management targets and incident classification scheme.
- 13.8 The Supplier shall provide and comply with its escalation framework that describes both hierarchical and functional escalations paths for the service.

14. Interoperability

- 14.1 The booking service shall be capable of importing or exporting data and interfacing with other services using recognised formats or protocols (e.g.XML, SOAP, CSV) if and where the Supplier's proposal requires access to other systems.
- 14.2 Where required, the booking service must be capable of sending and receiving data and emails in batches.
- 14.3 It must be possible to export all data held in the booking service in a recognised open format such as XML or CSV.

15. Security And Information Assurance – General

- 15.1 The booking service must be protected by appropriate people, process, technology and physical security controls as part of a 'defence-in-depth' approach.
- 15.2 The Supplier shall comply with **Error! Reference source not found.** in relation to cyber security and information assurance requirements.

ANNEX 7

Security Clearance Requirements

1. General Requirements

- 1.1 The Supplier shall comply with such requirements as the Commissioning Body may in its absolute discretion impose in relation to the security vetting level required.
- 1.2 The Supplier shall ensure that Language Professionals have undergone a Baseline Personnel Security Standard check to the standard defined in the following guidance <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard> including a basic criminal records disclosure check, or received the level of checking appropriate to the site/particular booking, as dictated by the Commissioning Body.
- 1.3 This might also involve the need for National Security clearance at Counter Terrorist Check (CTC), Security Check (SC) or Developed Vetting (DV) levels or NPVV3 in the case of the police. The link below provides details of the majority of the security / vetting requirements.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367514/Security_Requirements_for_List_X_Contractors.pdf

2. Records And Results

- 2.1 The Supplier shall complete and retain the required verification record forms attached in the guidance, to evidence that vetting checks have been completed to the required standard by all Language Professionals and provide these (as well as relevant qualification certificates and security documentation relating to Language Professionals) to the Quality Assurance Supplier upon request for presentation during any audits, Mystery Shopping Assessments and where otherwise requested.
- 2.2 The Commissioning Bodies must be notified of any adverse results from a criminal records check (i.e. spent or unspent convictions) relating to a Language Professional. Adverse results will be considered on a case by case basis and the Commissioning Bodies reserves the right to exclude a Language Professional from involvement in the Contract and provision of Services as a result. Where the Commissioning Body excludes Language Professionals on this basis it remains the responsibility of the Supplier to ensure that the Language Professionals are not given access to material processed in meeting the requirements of this Contract.

3. Special Circumstances

- 3.1 The Supplier shall ensure a sufficient number of Language Professionals have been vetted by the Disclosure and Barring Service (DBS) in order fulfil the Authority's obligations under the Safeguarding Vulnerable Groups Act 2006. (Vulnerable Groups include those held in lawful custody or are on probation).
- 3.2 Where required by the Commissioning Body the Supplier shall provide a list of Personnel who have been vetted by the Disclosure and Barring Service.

4. Access To Information

- 4.1 If and when directed by the Commissioning Body, the Supplier shall provide a list of the names and addresses, National Insurance numbers, periods of employment, immigration status and tax exemption certificates of all Language Professional who are expected to require admission in connection with the Contract to any premises occupied by or on behalf of the Commissioning Body, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Commissioning Body may reasonably desire. The Supplier must provide

the Commissioning Body with a list of security cleared personnel, and documentary evidence of clearance checks on request.

- 4.2 The Supplier shall obtain the written confirmation from all Language Professional that they consent to their details and associated data to be shared with the Commissioning Body.

5. Renewal/Updating Of Security Clearances And Vetting Requirements

- 5.1 The Supplier shall take responsibility for keeping clearances and checks up to date in accordance with their renewal periods, and shall allow the Commissioning Body access to all such records within five (5) days of receiving a request.
- 5.2 The Supplier shall ensure that Language Professional ID cards are maintained and updated, as cards will not be accepted by the Commissioning Body if they do not clearly show up to date information and an up to date photograph.
- 5.3 The Authority shall not be responsible for any costs associated with the Language Professional obtaining or renewing any security, vetting or relevant disclosure certificate.

6. Suspension of Language Professional services

- 6.1 The Authority shall be entitled (either itself or through its Quality Assurance Supplier) to require the Supplier to suspend immediately any Language Professional appointed by the Supplier. The Supplier shall have the right to make representations to the Authority (or its Quality Assurance Supplier) concerning such individuals.
- 6.2 After taking any or such representations into account, the Authority (either itself or through its Quality Assurance Supplier) shall be entitled at its entire discretion to withdraw such notice of suspension, suspend its operation upon such conditions as it shall think fit, or to confirm the immediate withdrawal of the Language Professional from the provision of the Services entirely.
- 6.3 If the Authority (either itself or through its Quality Assurance Supplier) confirms immediate withdrawal of an individual, then the Supplier shall forthwith remove such individual from the provision of the Services and provide a replacement within the timescale requested by the Authority.
- 6.4 No Commissioning Body (including the Authority) shall in any circumstances be liable either to the Supplier or to the individual Language Services Professional in respect of any liability, loss or damage occasioned by such withdrawal, suspension or removal and the Supplier shall fully indemnify the Commissioning Body (including the Authority) from and against any claim made by such individual.

ANNEX 8

List of Locations

- 1. Magistrates' Courts**
- 2. Crown Courts**
- 3. County Courts**
- 4. Family Courts**
- 5. Tribunals**
- 6. Police**
- 7. MOJ HQ**
- 8. NPS**
- 9. HMP**

1. Magistrates' Courts

| Midlands: 37 | South East: 51 | | South West: 33 | North East: 33 |
|------------------------------------|-----------------------|-----------------|----------------------------------|------------------------|
| Mansfield (Rosemary St) | Basildon | Banbury | Taunton | South Shields |
| Nottingham (Carrington St) | Southend on Sea | Oxford | Yeovil | Berwick upon Tweed |
| Worksop | Colchester | Bicester | Weston-super-Mare | Newcastle Upon Tyne |
| Buxton Chesterfield (Tapton Lane | Chelmsford | Great Yarmouth | Bath | Sunderland |
| High Peak | Harlow | King's Lynn | Bristol | Bedlington |
| Derby (St Mary's Gate) | Peterborough | Norwich | Cheltenham | Gateshead |
| Boston | Cambridge | Lowestoft | Gloucester | North Shields |
| Grantham | Huntingdon | Ipswich | Stroud | Bradford |
| Lincoln | St Albans | Bury St Edmunds | Yate | Wakefield |
| Skegness | Watford | Chichester | Barnstaple | Huddersfield |
| Spalding | Hatfield | Worthing | Exeter MC | Harrogate |
| Corby | Hertford | Crawley | Exeter Combined Court for family | Skipton |
| Northampton | Stevenage | Horsham | Isles of Scilly | Scarborough (Northway) |
| Wellingborough | Hatfield | Brighton | Bodmin | York |
| Hinckley | Bedford | Guildford | Truro Combined court for family | Halifax |
| Leicester | Luton | Redhill | Truro MC | Northallerton |
| Loughborough | Aylesbury | Staines | Plymouth | Leeds |
| Kettering | Wycombe | Eastbourne | Torquay | Rotherham |
| Hereford (Bath Street) | Amersham | Hastings | TQ & NA County Court for family | Sheffield |
| North Staffordshire Justice Centre | Milton Keynes | Maidstone | Newton Abbot MC | Bridlington |

| | | | | |
|----------------------------|------------------|---------------|--|------------------------------|
| Burton upon Trent | Newbury | Sevenoaks | Bournemouth MC | Beverley |
| Worcester (Castle St) | Bracknell | Chatham | Poole | Grimsby |
| Kidderminster | Maidenhead | Dartford | Bournemouth Combined Court for family | Doncaster |
| Redditch | Reading | Canterbury | Weymouth | Kingston upon Hull |
| Telford | Slough | Dover Margate | Newport | Barnsley |
| Shrewsbury | | Folkestone | Southampton | Scunthorpe |
| Stafford | | | Basingstoke | Middlesbrough (Teesside) |
| Cannock | | | Aldershot | Consett |
| Dudley | | | Salisbury | Darlington |
| Sandwell | | | Chippenham (Pewsham Way) | Newton Aycliffe |
| Walsall (Aldridge) | | | Swindon | Peterlee |
| Wolverhampton | | | Fareham | Durham Civil & Family centre |
| Coventry | | | Portsmouth | Hartlepool |
| Leamington Spa | | | | |
| Nuneaton | | | | |
| Birmingham | | | | |
| Solihull | | | | |
| North West: 33 | Wales: 24 | | London: 23 | |
| Chester | Abergavenny | | City of London (Queen Victoria Street) | |
| Warrington (Arpley Street) | Caerphilly | | Marylebone (185 Marylebone Rd) | |
| Runcorn | Cwmbran | | West London | |

| | | | |
|-----------------------------------|------------------|-------------------------------|--|
| Liverpool (Dale St) | Newport | Bexley | |
| Bootle | Cardiff | Bromley (London Road) | |
| St Helens | Swansea | Greenwich | |
| Macclesfield (Hibel Rd) | Port Talbot | Camberwell Green | |
| Crewe | Merthyr Tydfil | Croydon | |
| Birkenhead | Pontypridd | Redbridge | |
| Accrington | Bridgend | Romford | |
| Blackburn | Carmarthen | Brent | |
| Burnley | Llanelli | Hendon | |
| Reedley (Family Hearing Centre) | Haverfordwest | Ealing | |
| Carlisle | Aberystwyth | Uxbridge | |
| Workington | Llandrinod Wells | Feltham | |
| Chorley | Brecon | Tottenham | |
| Blackpool | Welshpool | Highbury Corner | |
| Fleetwood (Family Hearing Centre) | Holyhead | Waltham Forest | |
| Lancaster | Dolgellau | Stratford | |
| Ormskirk | Caernarfon | Thames | |
| Preston | Prestatyn | Richmond upon Thames | |
| Leyland | Mold | Wimbledon | |
| Kendal Barrow in Furness | Wrexham | South Western (Lavender Hill) | |
| Bury | Llanndudno | | |
| Manchester | | | |

| | | | |
|---|--|--|--|
| Manchester Civil Justice Centre Oldham Stockport Ashton under Lyne (Henry Sq) Bolton Sale Wigan | | | |
|---|--|--|--|

2. Crown Courts

| Midlands: 16 | South East: 21 | South West: 16 | North East: 12 |
|---|------------------------------------|---|---|
| Birmingham Crown Court | Aylesbury Crown Court | Bournemouth Crown Court | Bradford Combined Court Centre |
| Derby Combined Court Centre | Basildon Combined Court | Bristol Crown Court | Durham Crown Court |
| Leicester Crown Court | Cambridge Crown Court | Exeter Combined Court Centre | Great Grimsby Combined Court Centre |
| Lincoln Crown Court | Canterbury Combined Court Centre | Gloucester Crown Court | Kingston-upon-Hull Combined Court Centre |
| Northampton Crown and County Court | Chelmsford Crown Court | Plymouth Combined Court | Leeds Combined Court Centre |
| Nottingham Crown Court | Chichester Combined Court Centre | Portsmouth Combined Court Centre | Newcastle upon Tyne Combined Court Centre |
| Shrewsbury Crown Court | Guildford Crown Court | Southampton Combined Court Centre | Sheffield Combined Court Centre |
| Stafford Combined Court Centre | Ipswich Crown Court | Swindon Combined Court | Teesside Combined Court Centre |
| Stoke-on-Trent Combined Court | Lewes Combined Court Centre | Taunton Crown Court | Barnsley Law Courts |
| Warwick Combined Court | Luton Crown Court | Truro Crown Court | Doncaster Crown Court |
| Wolverhampton Combined Court Centre | Maidstone Combined Court Centre | Winchester Combined Court Centre | Scarborough Justice Centre |
| Worcester Combined Court | Norwich Combined Court Centre | Barnstaple Crown Court | York Crown Court |
| Coventry Combined Court Centre | Peterborough Combined Court Centre | Dorchester Crown Court | |
| Hereford Crown Court | Reading Crown Court | Isle of Wight Combined Court | |
| North Staffordshire Justice Centre | St Albans Crown Court | Salisbury Law Courts | |
| Staffs Central Finance and Enforcement Unit | Amersham Law Courts | Weymouth and Dorchester Combined Court Centre | |
| | Bury St Edmunds Crown Court | | |

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| | <p>Hove Trial Centre</p> <p>King's Lynn Crown Court</p> <p>Reading Crown Court</p> <p>Southend Crown Court</p> | | |
| North West: 18 | Wales: 11 | London: 15 | |
| <p>Bolton Crown Court</p> <p>Burnley Combined Court Centre</p> <p>Carlisle Combined Court Centre</p> <p>Chester Crown Court</p> <p>Liverpool Crown Court</p> <p>Manchester Crown Court (Crown Square)</p> | <p>Cardiff Crown Court</p> <p>Merthyr Tydfil Combined Court Centre</p> <p>Mold Crown Court</p> <p>Swansea Crown Court</p> <p>Aberystwyth Justice Centre</p> <p>Brecon Law Courts</p> | <p>Blackfriars Crown Court</p> <p>Central Criminal Court</p> <p>Croydon Crown Court</p> <p>Harrow Crown Court</p> <p>Inner London Crown Court</p> <p>Isleworth Crown Court</p> <p>Kingston-upon-Thames Crown Court</p> | |

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| Manchester Crown Court (Minshull St) | Caernarfon Crown Court | Snaresbrook Crown Court | |
| Preston Combined Court Centre | Carmarthen Crown Court | Southwark Crown Court | |
| Preston Crown & Family Court (Sessions House) | Dolgellau Crown Court | Wood Green Crown Court | |
| Knutsford Crown Court | Newport (South Wales) Crown Court | Woolwich Crown Court | |
| Lancaster Crown Court | Welshpool Crown Court | Isleworth Crown Court | |
| Manchester Crown Court (Crown Square) | | Kingston-upon-Thames Crown Court | |
| Manchester Crown Court (Minshull St) | | Wood Green Crown Court | |
| North Liverpool Community Justice Centre | | Woolwich Crown Court | |
| Preston Combined Court Centre | | | |
| Preston Crown & Family Court (Sessions House) | | | |
| Preston Crown & Family Court (Sessions House) | | | |
| West Cumbria Court House | | | |

3. County Courts:

| Midlands: 22 | North West: 26 | North East: 26 | South West: 23 |
|---------------------|--------------------------|-----------------------|-----------------------|
| Birmingham County | Accrington County | Barnsley County | Aldershot County |
| Boston County | Altrincham County | Bradford County | Barnstaple County |
| Buxton County | Barrow In Furness County | Darlington County | Basingstoke County |
| Chesterfield County | Birkenhead County | Doncaster County | Bath County |

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|-----------------------|---------------------------------|---------------------------|----------------------------------|
| Coventry County | Blackburn County | Durham County | Bodmin County |
| Derby County | Blackpool County | Gateshead County | Bournemouth County |
| Dudley County | Bolton County | Great Grimsby County | Bristol County |
| Hereford County | Burnley County | Halifax County | Chippenham And Trowbridge County |
| Kettering County | Bury County | Harrogate County | Exeter County |
| Leicester County | Carlisle County | Hartlepool County | Gloucester County |
| Lincoln County | Chester County | Huddersfield County | Newport (low) County |
| Mansfield County | Crewe County | Kingston Upon Hull County | Plymouth County |
| Northampton County | Kendal County | Leeds County | Portsmouth County |
| Nottingham County | Lancaster County | Morpeth County | Salisbury County |
| Nuneaton County | Liverpool County | Newcastle On Tyne County | Southampton County |
| Stafford County | Macclesfield County | North Shields County | Swindon County |
| Stoke-On-Trent County | Manchester County | Rotherham County | Taunton County |
| Telford County | Oldham County | Scarborough County | Torquay And Newton Abbot County |
| Walsall County | Preston County | Scunthorpe County | Truro County |
| Warwick County | Preston County (Sessions House) | Sheffield County | Weston Super Mare County |
| Wolverhampton County | St.Helens County | Skipton County | Weymouth County |
| Worcester County | Stockport County | South Shields County | Winchester County |
| | Tameside County | Sunderland County | Yeovil County |
| | Warrington County | Teesside County | |
| | West Cumbria County | Wakefield County | |
| | Wigan County | York County | |

| South East: 40 | Wales: 20 | London: 17 | |
|------------------------|------------------------|-----------------------------------|--|
| Aylesbury County | Aberystwyth County | Barnet County | |
| Banbury County | Blackwood County | Bow County | |
| Basildon County | Brecknock County | Brentford County | |
| Bedford County | Bridgend County | Bromley County | |
| Brighton County | Caernarfon County | Central London County | |
| Brighton Family Centre | Cardiff County | Clerkenwell And Shoreditch County | |
| Bury St Edmunds County | Carmarthen County | Croydon County | |
| Cambridge County | Conwy & Colwyn County | Edmonton County | |
| Canterbury County | Haverfordwest County | Kingston Upon Thames County | |
| Chelmsford County | Llanelli County | Lambeth County | |
| Chichester County | Llangefni County | Mayors & City County | |
| Colchester County | Merthyr Tydfil County | Romford County | |
| Dartford County | Mold County | Uxbridge County | |
| Eastbourne County | Neath County | Wandsworth County | |
| Guildford County | Newport (Gwent) County | West London County | |
| Hastings County | Pontypridd County | Willesden County | |
| Hertford County | Rhyl County | Woolwich County | |
| High Wycombe County | Swansea County | | |
| Horsham County | Welshpool County | | |
| Ipswich County | Wrexham County | | |

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| Kings Lynn County | | | |
| Lewes County | | | |
| Lowestoft County | | | |
| Luton County | | | |
| Maidstone County | | | |
| Medway County | | | |
| Milton Keynes County | | | |
| Norwich County | | | |
| Oxford County | | | |
| Peterborough County | | | |
| Reading County | | | |
| Reigate County | | | |
| Slough County | | | |
| Southend On Sea County | | | |
| St.Albans County | | | |
| Staines County | | | |
| Thanet County | | | |
| Tunbridge Wells County | | | |
| Watford County | | | |
| Worthing County | | | |

4. Family:

Some Family Courts can be based within Magistrates' and County Courts. These are listed below. Please be aware that these will duplicate the courts listed in the Magistrates', Crown and County Section.

| Region | Local Authorities | Designated Family Centres | Additional / Court Venues |
|--------------------|--|---|--|
| North West: | <p>Total 23:</p> <p>Greater Manchester Cluster:</p> <p>Bolton Metropolitan Borough Council</p> <p>Bury Metropolitan Borough Council</p> <p>Manchester City Council</p> <p>Salford City Council</p> <p>Oldham Metropolitan Borough Council</p> <p>Rochdale Metropolitan Borough Council</p> <p>Stockport Metropolitan Borough Council</p> <p>Tameside Metropolitan Borough Council</p> <p>Trafford Metropolitan Borough Council</p> <p>Wigan Metropolitan Borough Council</p> <p>Lancashire:</p> <p>Lancashire County Council</p> <p>Blackburn with Darwen Borough Council</p> | <p>Total 6:</p> <p>Greater Manchester Cluster:</p> <p>Manchester Family Court</p> <p>Lancashire:</p> <p>Preston Family Court</p> <p>Cumbria:</p> <p>Carlisle Family Court</p> <p>Barrow-in-Furness, The Law Courts</p> <p>Cheshire & Merseyside:</p> <p>Liverpool Family Court</p> | <p>Total 27:</p> <p>Greater Manchester Cluster:</p> <p>Bolton CC</p> <p>Oldham CC</p> <p>Stockport CC</p> <p>Wigan CC</p> <p>Lancashire:</p> <p>Blackburn CC</p> <p>Blackpool CC</p> <p>Lancaster CC</p> <p>Fleetwood Mags</p> <p>Leyland Mags</p> <p>Reedley Mags</p> <p>Ormskirk Mags</p> <p>Preston Mags</p> |

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|--------------------|--|-----------------|--|
| | <p>Blackpool Borough Council</p> <p>Cumbria:</p> <p>Cumbria County Council</p> <p>Cheshire & Merseyside:</p> <p>Cheshire East Council</p> <p>Cheshire West & Chester Council</p> <p>Halton Borough Council</p> <p>Knowsley Council</p> <p>Liverpool City Council</p> <p>Sefton Council</p> <p>St.Helens Metropolitan Borough Council</p> <p>Warrington Borough Council</p> <p>Wirral Borough Council</p> | | <p>Preston CC</p> <p>Cumbria:</p> <p>Carlisle Mags</p> <p>Kendal CC</p> <p>West Cumbria Court House</p> <p>Barrow-in-Furness CC</p> <p>Cheshire & Merseyside:</p> <p>Liverpool Mags</p> <p>Birkenhead CC</p> <p>Chester CC</p> <p>Crewe CC</p> <p>Macclesfield CC</p> <p>St Helens CC</p> <p>Warrington CC</p> <p>Macclesfield Mags</p> <p>Warrington Mags</p> <p>Crewe Mags</p> |
| North East: | Total 28: | Total 9: | Total 41: |

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| | <p>Teesside and South Durham:</p> <p>Middlesbrough Council</p> <p>Stockton-on-Tees Borough Council</p> <p>Hartlepool Borough Council</p> <p>Redcar and Cleveland Borough Council</p> <p>Darlington Borough Council</p> <p>Durham County Council</p> <p>Leeds and West Yorkshire:</p> <p>Kirklees Council</p> <p>Bradford Metropolitan Borough Council</p> <p>Calderdale Council</p> <p>Leeds City Council</p> <p>Wakefield Council</p> <p>North Yorkshire:</p> <p>North Yorkshire County Council</p> <p>City of York Council</p> <p>South Yorkshire:</p> <p>Sheffield City Council</p> <p>Doncaster Metropolitan Borough Council</p> | <p>Teesside and South Durham:</p> <p>Teesside Family Court</p> <p>Leeds and West Yorkshire:</p> <p>Leeds Family Court</p> <p>Huddersfield Family Court</p> <p>Wakefield Family Court</p> <p>North Yorkshire:</p> <p>York Family Court</p> <p>South Yorkshire:</p> <p>Sheffield Family Court</p> <p>Humberside and North Lincolnshire:</p> <p>Kingston-Upon-Hull Family Court</p> <p>Grimsby Family Court</p> | <p>Teesside and South Durham:</p> <p>Teesside Mags</p> <p>Hartlepool LC</p> <p>Newton Aycliffe Mags</p> <p>Darlington Mags</p> <p>Darlington County</p> <p>Leeds and West Yorkshire:</p> <p>Wakefield Mags</p> <p>Halifax CC</p> <p>Halifax Mags</p> <p>Kirklees Mags</p> <p>Bradford CCC</p> <p>Bradford & Keighley Mags</p> <p>Leeds Magistrates Court</p> <p>North Yorkshire:</p> <p>Harrogate CC</p> <p>Harrogate Mags</p> <p>Skipton CC</p> <p>Skipton Mags</p> <p>Northallerton Mags</p> <p>York Mags</p> <p>Scarborough JC</p> |
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| | <p>Barnsley Council</p> <p>Rotherham Metropolitan Borough Council</p> <p>Humberside and North Lincolnshire:</p> <p>East Riding of Yorkshire Council</p> <p>Hull City Council</p> <p>North Lincolnshire Council</p> <p>North East Lincolnshire Council</p> | | <p>South Yorkshire:</p> <p>Sheffield Mags</p> <p>Doncaster CC</p> <p>Doncaster Mags</p> <p>Barnsley LC</p> <p>Rotherham CC</p> <p>Rotherham Mags</p> <p>Humberside and North Lincolnshire:</p> <p>Beverley Mags</p> <p>Hull Mags</p> <p>Grimsby CCC</p> <p>Grimsby Mags</p> <p>Scunthorpe CC</p> <p>Scunthorpe Mags</p> <p>Bridlington Mags</p> |
| Midlands: | <p>Total 22:</p> <p>Black Country and Shropshire</p> <p>Sandwell Council</p> <p>Dudley Metropolitan Borough Council</p> <p>Wolverhampton City Council</p> <p>Walsall Council</p> | <p>Total 10:</p> <p>Black Country and Shropshire</p> <p>Wolverhampton Family Court</p> <p>Northamptonshire</p> <p>Northampton Family Court</p> | <p>Total 29:</p> <p>Black Country and Shropshire</p> <p>Wolverhampton Mags</p> <p>Telford CC</p> <p>Dudley CC</p> <p>Walsall CC</p> |

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| | <p>Telford and Wrekin Council</p> <p>Shropshire County Council</p> <p>Northamptonshire</p> <p>Northamptonshire County Council</p> <p>Birmingham</p> <p>Birmingham City Council</p> <p>Solihull Council</p> <p>Coventry & Warwickshire</p> <p>Coventry City Council</p> <p>Warwickshire County Council</p> <p>Derbyshire</p> <p>Derby City Council</p> <p>Derbyshire County Council</p> <p>Nottinghamshire</p> <p>Nottingham City Council</p> <p>Nottinghamshire County Council</p> | <p>Birmingham</p> <p>The Family Court (Birmingham)</p> <p>Coventry & Warwickshire</p> <p>Coventry Family Court</p> <p>Derbyshire</p> <p>Derby Family Court</p> <p>Nottinghamshire</p> <p>Nottingham Family Court</p> <p>Leicestershire</p> <p>Leicester Family Court</p> <p>Herefordshire & Worcestershire</p> <p>Worcester Family Court</p> <p>Staffordshire</p> <p>Stoke-on-Trent Family Court</p> | <p>Walsall Mags</p> <p>Dudley Mags</p> <p>Shrewsbury Mags</p> <p>Northamptonshire</p> <p>Northampton Mags</p> <p>Kettering CC / Mags</p> <p>Wellingborough Mags</p> <p>Birmingham</p> <p>Solihull Mags</p> <p>Coventry & Warwickshire</p> <p>Coventry Mags</p> <p>Leamington Spa Mags</p> <p>Nuneaton Mags</p> <p>Derbyshire</p> <p>Derby Mags</p> <p>Chesterfield Mags</p> <p>Chesterfield CC</p> <p>Buxton Mags</p> |
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| | <p>Leicestershire</p> <p>Leicester City Council</p> <p>Leicestershire County Council</p> <p>Herefordshire & Worcestershire</p> <p>Herefordshire County Council</p> <p>Worcestershire County Council</p> <p>Staffordshire</p> <p>Stoke-on-Trent City Council</p> <p>Staffordshire County Council</p> <p>Lincolnshire</p> <p>Lincolnshire County Council</p> | <p>Lincolnshire</p> <p>Lincoln Family Court</p> | <p>Nottinghamshire</p> <p>Nottingham Mags</p> <p>Worksop Mags</p> <p>Mansfield CC and MC</p> <p>Leicestershire</p> <p>Leicester Mags</p> <p>Loughborough Mags</p> <p>Herefordshire & Worcestershire</p> <p>Hereford CC</p> <p>Worcester CCC</p> <p>Staffordshire</p> <p>Stafford CCC</p> <p>Burton Mags</p> <p>Lincolnshire</p> <p>Boston CC</p> <p>Lincoln Mags</p> |
| South West: | Total 21: | Total 11: | Total 28: |

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| | <p>Avon, North Somerset & Gloucester</p> <p>Bath & NE Somerset Council</p> <p>Bristol City Council</p> <p>North Somerset Council</p> <p>Gloucestershire County Council</p> <p>South Gloucestershire Council</p> <p>Dorset</p> <p>Dorset County Council</p> <p>Poole Borough Council</p> <p>Bournemouth Borough Council</p> <p>Hampshire/Isle of Wight</p> <p>Portsmouth City Council</p> <p>Southampton City Council</p> <p>Isle of Wight Council</p> <p>Hampshire County Council</p> <p>Plymouth & Torbay</p> <p>Plymouth City Council</p> <p>Torbay Council</p> | <p>Avon, North Somerset & Gloucester</p> <p>Bristol Family Court</p> <p>Gloucester and Cheltenham Family Court</p> <p>Dorset</p> <p>Bournemouth Family Court</p> <p>Hampshire/Isle of Wight</p> <p>Portsmouth Family Court</p> <p>Southampton Family Court</p> <p>Basingstoke Family Court</p> <p>Plymouth & Torbay</p> <p>Plymouth Family Court</p> <p>Swindon</p> <p>Swindon Family Court</p> <p>Taunton & Yeovil</p> <p>Taunton Family Court</p> | <p>Avon, North Somerset & Gloucester</p> <p>Bristol Mags</p> <p>Gloucester Mags</p> <p>Bath CC</p> <p>Bath Mags</p> <p>North Avon Mags</p> <p>North Somerset Mags</p> <p>Weston-Super-Mare CC</p> <p>Dorset</p> <p>Bournemouth Mags</p> <p>Weymouth CC</p> <p>Poole Law Courts</p> <p>Hampshire/Isle of Wight</p> <p>Winchester CCC</p> <p>West Hampshire Mags</p> <p>Aldershot CC</p> <p>Isle of Wight CCC</p> <p>Basingstoke Mags</p> <p>Plymouth & Torbay</p> <p>Plymouth Mags</p> <p>Torquay and Newton Abbot CC</p> |
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| | <p>Devon County Council</p> <p>Swindon</p> <p>Swindon, Borough Council</p> <p>Wiltshire County Council</p> <p>Taunton & Yeovil</p> <p>Somerset County Council</p> <p>Cornwall/Truro</p> <p>Cornwall Council</p> <p>Isles of Scilly Council</p> <p>North & East Devon</p> <p>Devon County Council</p> | <p>Cornwall/Truro</p> <p>Truro Family Court</p> <p>North & East Devon</p> <p>Exeter Family Court</p> | <p>Swindon</p> <p>Swindon Mags</p> <p>Salisbury LC</p> <p>Chippenham and Trowbridge LC</p> <p>Taunton & Yeovil</p> <p>Yeovil CC</p> <p>Taunton Mags</p> <p>Yeovil Mags</p> <p>Cornwall/Truro</p> <p>Truro Mags</p> <p>Bodmin Law Courts</p> <p>North & East Devon</p> <p>Exeter Mags</p> <p>Barnstaple CC</p> <p>Barnstaple Mags</p> |
| South East: | <p>Total 27:</p> <p>Bedfordshire</p> <p>Luton Borough Council</p> <p>Central Bedfordshire Council</p> <p>Bedford Borough Council</p> | <p>Total 12:</p> <p>Bedfordshire</p> <p>Luton Family Court</p> <p>Essex & Suffolk</p> | <p>Total 53:</p> <p>Bedfordshire</p> <p>Bedford CC</p> <p>Luton Mags</p> <p>Essex & Suffolk</p> |

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| | <p>Essex & Suffolk</p> <p>Essex County Council</p> <p>Southend-on-Sea Borough Council</p> <p>Thurrock Council</p> <p>Suffolk County Council</p> <p>Kent</p> <p>Kent County Council</p> <p>Medway Council</p> <p>Peterborough & Cambridge</p> <p>Peterborough City Council</p> <p>Cambridgeshire County Council</p> <p>Rutland County Council</p> <p>Thames Valley</p> <p>Buckinghamshire County Council</p> <p>Milton Keynes Council</p> <p>Oxfordshire County Council</p> <p>Sussex</p> | <p>Chelmsford Family Court</p> <p>Ipswich Family Court</p> <p>Kent</p> <p>Medway Family Court</p> <p>Peterborough & Cambridge</p> <p>Peterborough Family Court</p> <p>Thames Valley</p> <p>Milton Keynes Family Court</p> <p>Oxford Family Court</p> <p>Sussex</p> <p>Brighton Family Court</p> <p>Norfolk</p> <p>Norfolk Family Court</p> <p>Surrey</p> <p>Guildford Family Court</p> | <p>Chelmsford Mags</p> <p>Southend CC</p> <p>Southend Mags</p> <p>Basildon Mags</p> <p>Colchester CC</p> <p>Colchester Mags</p> <p>Ipswich County</p> <p>Ipswich Mags</p> <p>Bury St Edmunds CC</p> <p>Bury St Edmunds Mags</p> <p>Lowestoft CC</p> <p>Lowestoft Mags</p> <p>Kent</p> <p>Medway Mags</p> <p>Thanet CC</p> <p>Canterbury CCC</p> <p>Canterbury Mags</p> <p>Dover Mags</p> <p>Tunbridge Wells CC</p> <p>Dartford CC</p> <p>Dartford Mags</p> <p>Maidstone CCC</p> |
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| | <p>East Sussex County Council</p> <p>West Sussex County Council</p> <p>Brighton & Hove City Council</p> <p>Norfolk</p> <p>Norfolk County Council</p> <p>Surrey</p> <p>Surrey County Council</p> <p>Hertfordshire</p> <p>Hertfordshire County Council</p> <p>Berkshire</p> <p>Reading Borough Council</p> <p>Slough Borough Council</p> <p>Bracknell Forest Borough Council</p> <p>Wokingham Borough Council</p> <p>West Berkshire Council</p> <p>Royal Borough of Windsor & Maidenhead</p> | <p>Hertfordshire</p> <p>Watford Family Court</p> <p>Berkshire</p> <p>Reading Family Court</p> | <p>Maidstone Mags</p> <p>Sevenoaks Mags</p> <p>Folkestone Mags</p> <p>Peterborough & Cambridge</p> <p>Peterborough Mags</p> <p>Cambridge CC</p> <p>Thames Valley</p> <p>Bicester Mags</p> <p>Milton Keynes Mags</p> <p>Banbury Mags</p> <p>Sussex</p> <p>Brighton Mags</p> <p>Eastbourne CC</p> <p>Eastbourne Mags</p> <p>Chichester CCC</p> <p>Worthing CC</p> <p>Worthing Mags</p> <p>Horsham CC</p> <p>Horsham Mags</p> <p>Hastings CC</p> <p>Hasting Mags</p> <p>Norfolk</p> |
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| | | | <p>Norwich Mags</p> <p>Kings Lynn CC</p> <p>Kings Lynn Mags</p> <p>Great Yarmouth Mags</p> <p>Surrey</p> <p>Staines CC</p> <p>Staines Mags</p> <p>Reigate CC</p> <p>Hertfordshire</p> <p>Watford Mags</p> <p>Hertford CC</p> <p>Hertford Mags</p> <p>Berkshire</p> <p>Reading Mags</p> <p>Slough CC</p> |
| <p>London:</p> | <p>Total: 35</p> <p>Inner London:</p> <p>LB Camden</p> <p>LB City of London</p> <p>LB Greenwich</p> | <p>Total 3:</p> <p>Inner London:</p> <p>Central Family Court</p> | <p>Total: 17</p> <p>Inner London:</p> <p>Wandsworth CC</p> <p>Lambeth CC</p> |

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| | <p>LB Hammersmith & Fulham</p> <p>LB Hackney</p> <p>LB Islington</p> <p>LB Kensington & Chelsea</p> <p>LB Lambeth</p> <p>LB Lewisham</p> <p>LB Southwark</p> <p>LB Wandsworth</p> <p>LB Westminster</p> <p>West London:</p> <p>LB Barnet</p> <p>LB Brent</p> <p>LB Ealing</p> <p>LB Enfield</p> <p>LB Harrow</p> <p>LB Haringey</p> <p>LB Hillingdon</p> <p>LB Hounslow</p> <p>LB Kingston</p> <p>LB Merton</p> <p>LB Richmond</p> <p>East London:</p> | <p>West London:</p> <p>West London Family Court</p> <p>East London:</p> <p>East London Family Court</p> | <p>Clerkenwell & Shoreditch CC</p> <p>West London:</p> <p>Barnet CC</p> <p>Brentford CC</p> <p>Kingston CC</p> <p>Uxbridge CC</p> <p>Willesden CC</p> <p>East London:</p> <p>Bow CC</p> <p>Bromley CC</p> <p>Croydon CC</p> <p>Edmonton CC</p> <p>Romford CC</p> <p>Woolwich CC</p> <p>Bexley Mags</p> <p>Croydon Mags</p> <p>Stratford Mags</p> |
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| | <p>LB Barking and Dagenham</p> <p>LB Bexley</p> <p>LB Bromley</p> <p>LB Croydon</p> <p>LB Greenwich</p> <p>LB Havering</p> <p>LB Lewisham</p> <p>LB Newham</p> <p>LB Redbridge</p> <p>LB Sutton</p> <p>LB Tower Hamlets</p> <p>LB Waltham Forest</p> | | |
| Wales: | <p>Total 23:</p> <p>Swansea and West Wales</p> <p>Swansea City Council</p> <p>Neath & Port Talbot County Borough Council</p> <p>Carmarthenshire County Council</p> <p>Pembrokeshire County Council</p> <p>Ceredigion County Council</p> <p>Powys County Council</p> | <p>Total 5:</p> <p>Swansea and West Wales</p> <p>Swansea Family Court</p> <p>Cardiff and South East Wales</p> <p>Cardiff Family Court</p> <p>Newport Family Court</p> <p>North Wales</p> | <p>Total 22:</p> <p>Swansea and West Wales</p> <p>Carmarthen CC</p> <p>Carmarthen Mags</p> <p>Brecon LC</p> <p>Haverfordwest CCC</p> <p>Llanelli CCC</p> <p>Llandrindod Wells JC</p> <p>Neath and Part Talbot CC</p> |

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| | <p>Cardiff and South East Wales</p> <p>Newport City Council</p> <p>Monmouthshire County Council</p> <p>Caerphilly Borough Council</p> <p>Torfaen Borough Council</p> <p>Blaenau Gwent Borough Council</p> <p>Cardiff City Council</p> <p>Rhondda Cynon Taff Borough Council</p> <p>Merthyr Tydfil Borough Council</p> <p>Vale of Glamorgan Borough Council</p> <p>Bridgend Borough Council</p> <p>North Wales</p> <p>Wrexham County Borough Council</p> <p>Flintshire County Council</p> <p>Denbighshire County Council</p> <p>Powys County Council</p> <p>Conwy County Borough Council</p> <p>Gwynedd County Council</p> <p>Ynys Mon County Council</p> | <p>Wrexham Family Court</p> <p>Caernarfon Family Court</p> | <p>Aberystwyth JC</p> <p>Cardiff and South East Wales</p> <p>Cardiff Mags</p> <p>Bridgend LC</p> <p>Merthyr Tydfil CCC</p> <p>Blackwood CFC</p> <p>Pontypridd CC</p> <p>Pontypridd Mags</p> <p>Brecon LC</p> <p>North Wales</p> <p>Wrexham CC</p> <p>Rhyl CC</p> <p>Mold CCC</p> <p>Prestatyn Mags</p> <p>Welshpool CCC</p> <p>Llandudno Mags</p> <p>Llangefni CC</p> |
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5. Tribunals:

Some Tribunals can be based within Magistrates' and County Courts. These are listed below, but please be aware that these will duplicate the courts listed in the magistrates', Crown and County Section.

| Region | Employment Tribunal | Immigration and Asylum Chamber | SSCS | Criminal Injuries Compensation | FtT Tax, UT Tax & Chancery | AST & AAC |
|----------------|--|--|---|---|--|--|
| Isle of Man: | | | | | Total: 2 Isle of Man (Courts of Justice) Isle of Man (Murray House) | |
| London: | Total: 4 London Central (Victory House) London (Fleetbank House) EAT London East (Anchorage House) | Total: 8 Field House UT IAC Brentford (Magistrates Court) Harmondsworth (Hearing Centre, Detention Centre) | Total: 10 Bexleyheath (40/46 Avenue Road) Hatton Cross (York House) Fetter Lane (Clifford's Inn) London East (Anchorage House) Fox Court Romford (Magistrates Court) Enfield (288) | Total: 2 Field House London East (Anchorage House) | Total: 6 Fox Court Rolls Building (Fetter Lane) London (Audit House) | Total: 2 London East AST (Anchorage House) Field House UT AAC |

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|-----------------|---|--|---|---|---|---|---|
| | London South (Montague Court) | Hatton Cross (York House) / Hatton Cross (York House, Detention Centre) Hendon (Magistrates court) Richmond (Magistrates Court) Taylor House | Southbury Road) Harlow (Magistrates Court) Harrow (Civil Centre) | Sutton (Cophall House) Taylor House | | Royal Courts of Justice (FtT Tax) / Royal Courts of Justice (UT T&C) Taylor House Sutton (Cophall House) | |
| Midlands | Total: 7 Boston (Boston County Court) Leicester (Kings Court) Lincoln (Lincoln Magistrates Court) | Total: 3 Birmingham (Sheldon Court) Nottingham (Justice Centre) Stoke (Bennett House) | Total: 22 Birmingham (Youth Court) Birmingham (Civil Justice Centre) Boston (Court House) | Leicester (Kings Court) Lincoln (County Court) Northampton (St Katherine's House) | Total: 5 Birmingham (Temple Court) Chesterfield (St Marys Court) Nottingham | Total: 9 Birmingham (Centre City Tower) Birmingham (Hagley Road) Birmingham | Total: 1 Birmingham UT AAC (City Tower) |

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|--|--|--|--------------------------------------|--|---|---|--|
| | Midlands East (Nottingham Justice Centre) | | Chesterfield (St Marys Court) | Nottingham (Magistrates Court) | (Justice Centre) Nottingham (Carrington St) | (Magistrates Court) Birmingham (Priory Court) | |
| | Midlands West (Tribunal Hearing Centre) | | Coventry (Magistrates Court) | Nuneaton (Warwickshire Justice Court) | Wolverhampton (31 Waterloo Road) | Lincoln (County Court) | |
| | Shrewsbury (Shrewsbury Magistrates Court) | | Derby (Derwent Court) | Shrewsbury (Magistrates Court) | | Northampton (St Katherine's House) | |
| | Telford (Magistrates Court) | | Derby (Combined Court) | Solihull (Magistrates Court) | | Nottingham (Byron House) | |
| | | | Hereford (Magistrates Court) | Stoke (Bennett House) | | Nottingham (Justice Centre) | |
| | | | Kettering (Magistrates Court) | Walsall (County Court) | | Stoke (Bennett House) | |
| | | | Kidderminster (Magistrates Court) | Wolverhampton (31 Waterloo Road) | | | |
| | | | Leicester (County | | | | |

| | | | Court) | Worcester (Magistrates Court) | | | |
|-----------------------------|--|--|---|--|--|---|-----------------|
| Northern Ireland | Total: 0 | Total: 1 Belfast (Laganside) | Total: 0 | | Total: 0 | Total: 3 Belfast (Bedford House) Belfast (Royal Courts of Justice) Belfast (Mays Chambers) | Total: 0 |
| North West: | Total: 4 Burnley (Burnley Combined Court Centre) Carlisle (Stocklund House) Liverpool (Civil and Family Court) | Total: 3 Manchester (Piccadilly) Manchester (Magistrates Court) Manchester (Crown Court) | Total: 23 Barrow (Barrow Law Courts) Birkenhead (County Court) Blackburn Blackpool | Total: 2 Manchester (Piccadilly) Manchester (Civil Justice Centre) Manchester (Crown Court) | Total: 5 Liverpool(Family And Civil Court) Manchester (Piccadilly) Liverpool (Civil) | Total: 4 Manchester UT AAC (Civil Justice Centre) Manchester UT AAC (Piccadilly) | |

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|--|---------------------------------|--|-----------------------------------|--------------------------------|------------------------------------|--|
| | Manchester (Alexandra House) | | (Prudential House) | | and Family Court) | Manchester UT AAC (Magistrates Court) |
| | | | Bolton (Bayley House) | Oldham (County Court) | | |
| | | | Burnley (St James House) | Preston (Magistrates Court) | Manchester (Alexandra House) | Manchester UT AAC (Wing of Crown Court) |
| | | | Bury (Court House) | Rochdale (Telegraph House) | Manchester (Crown Court) | |
| | | | Carlisle (Magistrates Court) | Runcorn (Court House) | | |
| | | | Chester (Civil Justice Centre) | St Helens (Court House) | | |
| | | | Chester (Magistrates Court) | Stockport (The Courthouse) | | |
| | | | Lancaster (Magistrates Court) | Warrington (County Court) | | |
| | | | Liverpool (Civil and | Wigan (Court | | |

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|--------------------|---|-----------------------------|---------------------------------|---|-----------------------------|--|---|
| | | | Family Court) House) | Workington (Magistrates Court) | | | |
| North East: | Total: 5 | Total: 2 | Total: 24 | Total: 2 | Total: 3 | Total: 3 | |
| | Hull (Wilberforce Court) | Bradford (Phoenix House) | Barnsley (Wellington House) | Hull (Wilberforce Court) | Bradford (Phoenix House) | Darlington (County Court) | Leeds UT AAC (Civil Justice Centre) |
| | Leeds (City Exchange) | North Shields (Kings Court) | Bedlington (Magistrates Court) | Hull (Magistrates Court) | North Shields (Kings Court) | Leeds (Albion St) | |
| | Newcastle (Quayside House) | | Berwick (The Voluntary Centre) | Leeds (York House) | | Leeds (Magistrates Court and Family Court) | Leeds UT AAC (Magistrates Court) |
| | Sheffield (14 East Parade) | | Bradford (Phoenix House) | Middlesbrough (Centre North East 73 – 75 Albert Road) | | North Shields (King's Court) | Newcastle UT AAC (Gateshead Law Courts) |
| | Teesside (Magistrates Court and Family Court) | | Bridlington (Magistrates Court) | Newcastle (Manorview House) | | | |
| | | | Darlington | | | | |

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|------------------|-----------------|-----------------|--|-----------------|-----------------|-----------------|
| | | | (Northgate House) North Shields (Kings Court) | | | |
| | | | Darlington (County Court) Scarborough (Justice Centre) | | | |
| | | | Doncaster (3 Portland Place) Sheffield Castle St (Magistrates Court) | | | |
| | | | Durham (Elvet House) South Shields (County Court) | | | |
| | | | Grimsby (Magistrates Court) Stockton (Bayheath House) | | | |
| | | | Hartlepool (County and Magistrates Court) Sunderland | | | |
| | | | Huddersfield (County Court) Wakefield (Civil Justice Centre) | | | |
| | | | York (County Court) | | | |
| Scotland: | Total: 5 | Total: 1 | Total: 26 | Total: 3 | Total: 7 | Total: 0 |

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|--|-----------------------------------|--------------------------|---|--|----------------------------|-----------------------------|--|
| | Aberdeen (Atholl House) | Glasgow (Eagle Building) | Aberdeen (Atholl House) | Greenock (The Tontine Hotel) | Aberdeen (Atholl House) | Aberdeen (Atholl House) | |
| | Edinburgh ET (54-56 Melville St) | | Ayr (Russell House) | Hamilton (Block C, Brandon Gate) | Dundee (Caledonian House) | Aberdeen (District Court) | |
| | Edinburgh EAT (54-56 Melville St) | | Benbecula (Caladh Trust) | Inverness (Urquhart House) | Glasgow (Wellington House) | Edinburgh (George House) | |
| | Glasgow (Eagle Building) | | Campbeltown Centre (Community and Education Centre) | Irvine (Sovereign House) | | Edinburgh (Riverside House) | |
| | Dundee (Caledonian House) | | Dumbarton (Burgh Hall) | Kilmarnock (North West Kilmarnock Area Centre) | | Glasgow Eagle Building) | |
| | | | Dumfries (Cairndale Hotel) | Kirkcaldy (Pathhead Parish Church) | | Glasgow (Wellington House) | |
| | | | Dundee (Caledonian House) | Kirkwall (St Magnus Centre) | | Inverness (Urquhart House) | |
| | | | Dundee | Lerwick (Islesburgh) | | | |

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| | | | (Endeavour House) Community Centre) Dunfermline (St Leonards Church Hall) Edinburgh (Riverside House) Galashiels (Old Gala House) Glasgow (Wellington House) Glasgow (Eagle Building) | Lewis (The Bayhead Bridge Centre) Oban (The Corran Halls) Stirling (Wallace House) Stranraer (The High Kirk) Wick (The Mowatt Room) | | | |
| South West: | Total: 3 Bristol (The Crescent Centre) Exeter (Keble House) | Total: 0 | Total: 22 Barnstaple Civic (Court Building) Bodmin (Court | Poole (The Law Courts) Salisbury (Court | Total: 3 Bristol (Vintry House) Plymouth (St | Total: 8 Bristol (Marlborough Street) | Total: 1 Exeter UT AAC (Combined Court) |

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|--|---------------------------|--|------------------------------------|--|----------------------------|---|--|
| | Taunton (Blackdown House) | | Building) | Building) | Catherine House) | Bristol (Vintry House) | |
| | | | Bristol (Vintry House) | Southampton (Barrack Block) | Taunton, (Blackdown House) | Exeter (Magistrates Court) | |
| | | | Bristol (Bath Law Courts Building) | Southampton (Magistrates Court) | | Exeter (Keble House) | |
| | | | Bristol (Civil Justice Centre) | Swindon (Magistrates Court) | | Plymouth (St Catherine's House) | |
| | | | Cheltenham (Riverside House) | Taunton (Blackdown House) | | Southampton (Barrack Block) | |
| | | | Chippenham (Magistrates Court) | Truro (Magistrates Court) | | Truro (Combined Court, The Courts of Justice) | |
| | | | Exeter (Keble House) | Torquay (County Court) | | Truro (Magistrates Court) | |
| | | | Exeter (Court House) | Weymouth and Dorchester (Combined Court) | | | |

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|--------------------|--------------------------------------|--|---|---|------------------------------|-----------------|
| | | | Newton Abbot Centre) (Magistrates Court) | | | |
| | | | Plymouth (Magistrates Court) | Worle (Magistrates Court) | | |
| | | | Plymouth (St Catherine's House) | | | |
| South East: | Total: 9 | Total: 2 | Total: 25 | Total: 0 | Total: 12 | Total: 0 |
| | Ashford (Ashford House) | Dorking (Magistrates) | Aldershot (Arcade Chambers) | Maidenhead (West Berkshire Magistrates Court) | Ashford (Ashford House) | |
| | Bedford (8-10 Howard Street) | YarlsWood (Hearing Centre, Detention Centre) | Ashford (Ashford House) | Margate (Magistrates Court) | Bedford (8-10 Howard Street) | |
| | Brighton (Hilton Brighton Metropole) | | Basildon (Acorn House) | Milton Keynes (The Church of Christ) | Brighton (City Gate House) | |
| | Bury St Edmunds (Triton House) | | Basildon (Combined Court) | Norfolk (Kings Lynn Magistrates Court) | Brighton (Family Centre) | |
| | Huntingdon | | Bedford (8-10 | | Cambridge | |

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|--|--|---------------------------------------|--|---------------------------------|
| (Huntingdon Law Courts) | | Howard Street | Norfolk (The Old Bakery 115 Queens Road) | (County Court) |
| Watford (Radius House) | | Brighton (City Gate House) | Oxford (Seacourt Tower) | Cambridge (1st Floor Eastbrook) |
| Norwich (Elliot House) | | Cambridge (County Court) | Peterborough (Magistrates Court) | Colchester (County Court) |
| Reading (30-31 Friar Street) | | Chatham (Magistrates Court) | Portsmouth (Court Building) | Colchester (Magistrates Court) |
| Southampton (West Hampshire Magistrates Court) | | Colchester (Norfolk House) | Reading (30 -31 Friar Street) | Norwich (The Old Bakery) |
| | | Eastbourne (The Law Courts) | Southend (County Court) | Oxford (Seacourt Tower) |
| | | Havant (Magistrates Court) | Stevenage (Bayley House) | Reading (County Court) |
| | | Ipswich (Tribunals and Witness Suite) | Watford (Radius | Reading ((30-31 Friar Street) |

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|---------------|-------------------------|---|--|--|---|--|---------------------------------------|
| | | | Luton (Disability House) Resource Centre) | | | | |
| Wales: | Total: 1 | Total: 2 | Total: 23 | Total: 2 | Total: 3 | Total: 1 | |
| | Cardiff (Caradog House) | Cardiff (Crown Court) Newport (Columbus House) | Aberystwyth (Justice Centre) Bridgend (Court Building) Caernarfon (Court House) Cardiff (Eastgate House) Cardiff (Civil Justice Centre) Cardiff (Court Bldg) Cardiff (Caradog House) | Llangefni (Glanhwfa Road) Llandrindod Wells (Comb Service) Llandudno (Court Building) Merthyr Tydfil (Court Building) Neath (County Court) Newport (The Law Courts) Pontypridd (County | Cardiff (Caradog House) Cardiff (Eastgate House) | Cardiff (EastHouse) Prestatyn (Magistrates Court) Swansea (County Court) | Cardiff UT AAC (Civil Justice Centre) |

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| | | | <p>Carmarthen (Justice Centre)</p> <p>Cwmbran (Court Building)</p> <p>Haverfordwest (County Court)</p> <p>Langstone (Newport Columbus House)</p> <p>Llanelli Hearing Centre</p> | <p>Court)</p> <p>Port Talbot (Civil Justice Centre)</p> <p>Prestatyn (Court Building)</p> <p>Welshpool (Law Courts)</p> <p>Wrexham (Unit 1, Rhyd-Broughton Lane)</p> | | | |
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6. Police:

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| Avon and Somerset Constabulary | Metropolitan Police Service |
| Bedfordshire Police | Norfolk Constabulary |
| Cambridgeshire Constabulary | North Yorkshire Police |
| Cheshire Constabulary | Northamptonshire Police |
| City of London Police | Northumbria Police |
| Cleveland Police | Nottinghamshire Police |
| Cumbria Constabulary | South Yorkshire Police |
| Derbyshire Constabulary | Staffordshire Police |
| Devon & Cornwall Police | Suffolk Constabulary |
| Dorset Police | Surrey Police |
| Durham Constabulary | Sussex Police |
| Essex Police | Thames Valley Police |
| Gloucestershire Constabulary | Warwickshire Police |
| Greater Manchester Police | West Mercia Police |
| Hampshire Constabulary | West Midlands Police |
| Hertfordshire Constabulary | West Yorkshire Police |
| Humberside Police | Wiltshire Police |
| Kent Police | Wales: |
| Lancashire Constabulary | Dyfed-Powys Police |
| Leicestershire Police | Gwent Police |
| Lincolnshire Police | North Wales Police |
| Merseyside Police | South Wales Police |

7. MOJ HQ:

Chief Executive's Office

HQ Clive House

HQ Petty France

Judicial College

Justice Policy Group, Access to Justice, Legal Aid and
Legal Services

Law Commission

OPG Visits Team

Property Chamber, London Residential Property

Tribunal Judicial College

8. National Probation Service:

The National Probation Service uses face-to-face interpreting Services in both its own locations and venues, as well as in other locations and venues across the Criminal Justice System Estate. This includes the following:

- Prison
 - During the persons time on remand (prior to sentencing) NPS may visit an offender for a presentence report interview (NPS does try to do this via videolink though) therefore may require interpretation services
 - During the persons custodial sentence NPS may visit an offender for supervision purposes or for report preparation (parole etc) therefore may require interpretation services
- Court
 - NPS staff are often based in Courts so may conduct presentence report interviews in Court locations therefore may require interpretation service
- Police
 - NPS staff may be based in Police locations therefore may conduct interviews/supervision sessions there, therefore may require interpretation services. The NPS can also co-locate and be permanently based within a Court or Police Station (or any other shared building). These venues are included in the NPS location list, but please note that these will then duplicate with some of the locations listed in the courts and police sections.

| Region | Other Locations | Approved Locations |
|--|---|---|
| <p>North West:</p> <p>5th Floor Oakland House, Talbot Road, Manchester, M16 0PQ</p> | <p>Central & North West Lancashire: 8</p> <ul style="list-style-type: none"> • 2 Avroe Crescent, Blackpool, FY4 2DP • 384 Talbot Road, Blackpool, FY2 7AT • 41 West Road, Lancaster, LA1 5NU • 50 Avenham Street, Preston, PR1 3BN • Leigh Street, Chorley, PR7 2DJ • High Street, Skelmersdale, WN8 8AP • 50 Avenham Street, Preston, PR1 3BN • Preston Crown Court, The Law Courts, Ring Way, Preston, PR1 2LL <p>East Lancashire, Blackburn, Darwen & Ribble Valley: 5</p> | <p>Total: 16</p> <p>Ascot House, 195 Wellington Road North, Stockport, SK4 2PB</p> <p>Bowling Green, 90 Lowther Street, Carlisle, CA3 8DP</p> <p>Bradshaw House, 147-151</p> |

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| | <ul style="list-style-type: none"> • 13/15 Wellington Street, St Johns, Blackburn, BB1 8AF • Stephen House, Bethesda Street, Burnley, BB11 1QW • 25 Manchester Road, Nelson, BB9 9YB • 84 Burnley Road, Accrington, BB5 1AF • 55 Preston New Road, Blackburn, BB2 6AY <p>Cheshire: 7</p> <ul style="list-style-type: none"> • Norton House, Crown Gate, Runcorn, WA7 2UR • Jupiter House, Jupiter Drive, Chester West Employment Park, Chester, CH1 4QS • Bradshaw House, 45 Cumberland Street, Macclesfield, SK10 1BY • Cedric Fullwood House, Gateway, Crewe, CW1 6YY • Marshall Memorial Hall, Woodford Lane, Winsford, CW7 2JS • Howard House, 10A Friars Gate, Warrington, WA1 2RW • Trafford Magistrates Court, Sale, Cheshire, M33 7NR <p>Knowsley, St Helens & Wirral: 5</p> <ul style="list-style-type: none"> • Knowsley Probation Centre, Poplar House, Huyton, L36 9US • St Mary's House, 50 Church Street, St Helens, Merseyside, WA10 1AP • Poplar House, Poplar Bank, Huyton, Merseyside, L36 9US • 40 Europa Boulevard, Birkenhead, Wirral, CH41 4PE • QE II Law Courts, Derby Square, Huyton, Liverpool, Merseyside, L36 9XY <p>Liverpool & Sefton: 9</p> <ul style="list-style-type: none"> • 4 Trinity Road, Bootle, Merseyside, L20 7BE • 24 Southwold Road, Liverpool, L17 7BQ • 142/148 Stanely Road, Kirkdale, L5 7QQ • PPR Unit, 25 Crosby Road South, Waterloo, Liverpool, L22 1RG • 6-8 Temple Court, Liverpool, L2 6PY • South Sefton Magistrates Court, 29 Merton Road, Bootle, L20 3BJ • Liverpool Magistrates' Court, 111 Dale Street, Liverpool, Merseyside, L2 2DJ • North Liverpool Probation Centre, Cheadle Avenue, L13 3AE • South Liverpool Probation Centre, 180 Falkner St, L8 7SX | <p>Walmersley Road, Bury, Lancashire, BL9 5DE</p> <p>Bunbury House, Alnwick Drive, Ellesmere Port, Cheshire, CH65 9HE</p> <p>Chorlton, 10-12 Oswald Road</p> <p>Highfield House, 7 Lydia Street, Accrington, Lancashire, BB5 0PX</p> <p>Linden Bank, 40 London Road, Sandbach, Cheshire, CW11 3BD</p> <p>Merseybank, 26 Great Howard Street, Liverpool, L3 7HS</p> <p>24 Southwood Road, Liverpool, L17 7BQ</p> <p>St Joseph's, Miller Street, Chorlton-cum-Hardy, Manchester, M21 9LH</p> |
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| | <p>Manchester, Salford & Trafford: 9</p> <ul style="list-style-type: none"> • 2 Redwood Street, Pendleton, Salford, M6 6PF • 20 Humphrey Street, Cheetham Hill, M8 7JR • 87 Moss Lane West, Moss Side, M15 5E • Varley Street, Miles Platting, M10 8EE • Minshull Street Crown Court, Courts of Justice, Minshull Street, Manchester, M1 3FS • 258 Brownley Road, Wythenshawe, M22 5EB • Newton Street, Stretford, M32 8LG • Manchester Crown Court, Crown Court Buildings Crown Square, Manchester, M3 3FL • Manchester and Salford Magistrates Court, Crown Square, Manchester, M3 3FL <p>Cumbria: 7</p> <ul style="list-style-type: none"> • Georgian House, Lowther St, Carlisle, CA3 8DR • Progress House, Regent Court, Guard Street, Workington, CA14 4EW • Busher Lodge, 149 Stricklandgate, Kendal, LA9 4RF • Clint Mill, 1st Floor, Cornmarket, Penrith, CA11 7HW • 77-79 Duke Street, Barrow, LA14 1RP • Carlisle Magistrates Court, The Court House Rickergate, Carlisle, Cumbria, CA3 8QH • Carlisle Crown Court, Courts of Justice, Earl Street, Carlisle, Cumbria, CA1 1DJ <p>Rochdale, Bury & Oldham: 6</p> <ul style="list-style-type: none"> • 128 Rochdale Road, Oldham, OL1 2JG • 64 Bridge Street, Oldham, OL1 1ED • 193/195 Drake Street, Rochdale, OL11 1EF • Oldham Magistrates Court, St. Domingo Place, West Street, Oldham, OL1 1QE • Argyle House, Castlecroft Court, Castlecroft Road, Bury, BL9 0LN • Bury Magistrates Court, The Courthouse, Tenters Street, Bury BL1 1QX <p>Stockport & Tameside: 3</p> <ul style="list-style-type: none"> • 19/37 High Street, Stockport, SK1 1EG | <p>Edith Rigby House, 6 East Cliff, Preston, Lancashire, PR1 3JH</p> <p>Haworth House, St Peters Street, Blackburn, Lancashire, BB2 2HL</p> <p>Eccles, Manchester, M30 8PF</p> <p>Stafford House, 10 Croxteth Road, Liverpool, L8 3SA</p> <p>Wilton Place, 10-12 Edward Street, Oldham, OL9 7QW</p> <p>Withington Road, 172/174 Withington Road, Manchester, M16 8JN</p> |
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| | <ul style="list-style-type: none"> Francis Thompson Drive, Ashton-under-Lyne, OL6 7AJ Stockport Magistrates Court, The Court House, Edward Street, Stockport, SK1 3NF <p>Wigan & Bolton: 5</p> <ul style="list-style-type: none"> St Helena Mill, St Helena Road, Bolton, BL1 2JS 81 Gloucester Street, Atherton, M46 0JS Wigan & Leigh Magistrates Court, Darlington Street, Wigan, WN1 1DW Bolton Crown Court, Liaison Office, Black Horse Street, Bolton BL1 1SU Bolton Magistrates' Court, Bolton, BL1 1QX | |
| <p>North East:</p> <p>Harcourt House, Chancellor Court, 21 The Calls, Leeds, LS2 7EH</p> | <p>Barnsley and Sheffield: 5</p> <ul style="list-style-type: none"> 3 West Bar, Sheffield, S3 8PJ Acorn House, Mount Osborne Industrial Park, Barnsley, S71 1HP Barnsley Magistrates' Court, Court House, Churchfields, S70 2HW Sheffield Magistrates' Court, c/o 3 West Bar, Sheffield, S3 8PJ Sheffield Crown Court, c/o 50 West Bar, Sheffield, S3 8PH <p>Bradford & Calderdale: 5</p> <ul style="list-style-type: none"> Fraternal House, 45 Cheapside, Bradford, BD1 4HP 11/19 Cavendish Street, Keighley, West Yorkshire, BD21 3RB City Courts, The Trlys, Bradford, BD1 1LB 173a Spring Hall Lane, Halifax, HX1 4JG Bradford Crown Court, Drake Street, BD1 1JA <p>Cleveland: 9</p> <ul style="list-style-type: none"> Advance House, St Marks Court, Teesdale, Stockton-on-Tees, TS17 6QX Middlesbrough Police Station, Middlehaven, Bridge Street West, TS2 1AB Teesside Crown Court, Russell Street, Middlesbrough, TS1 2AE Avenue Road, Hartlepool, TS24 8BL | <p>Total: 15</p> <p>13 The Crescent, Linthorpe, Middlesborough, TS15 6SG</p> <p>188-198 Westgate, Wakefield, West Yorkshire, WF2 9RF</p> <p>30 Albion Street, Dewsbury, West Yorkshire, WF14 2AJ</p> <p>41 Queens Road, Kingston upon Hull, HU5 2QW</p> <p>Cuthbert House, Derwentwater Road, Bensham, Gateshead, NE8</p> |

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| | <ul style="list-style-type: none"> • Hartlepool Magistrates' Court, The Law Courts, Victoria Road, TS24 8BS • 154-156 Borough Road, Middlesbrough, TS1 2EP • Mowlam House, 1 Oxford Street, South Bank Middlesbrough, TS6 6DF • Teesside Magistrates Court, 160 Albert Road, Middlesbrough, TS1 2PZ • 38 Station Road, Redcar, TS10 1AG <p>Darlington & Durham: 9</p> <ul style="list-style-type: none"> • Oakdale House, Oakdale Terrace, West Lane, Chester-le-Street, DH3 3DH • Beechburn House, 8 Kensington, Cockton Hill Road, Bishop Auckland, DL14 6HX • Durham Crown Court, Old Elvet, Durham, DH1 3HW • Public Protection Unit, MoJ, Aykley Heads Business Centre, Durham, DH1 5TS • Highfield House, Parliament Street, Consett, DH8 5DH • 84 Claypath, Durham, DH1 1RG • Greenwell Road, Newton Aycliffe, DL5 4DH • 9 Corporation Road, Darlington, DL3 6TH • Durham House, 60 Yoden Way, Peterlee, SR8 1PS <p>Doncaster & Rotherham: 5</p> <ul style="list-style-type: none"> • 34 Bennetthorpe, Doncaster, DN2 6AD • Unit 2 & 3, Ashley Business Court, Rawmarsh Road, Rotherham, S60 1RU • Doncaster Law Courts, The Law Courts, College Road, DN1 3HU • Rotherham Magistrates' Court, The Statutes, S60 1YW • Group Programmes Unit, Masborough Street, Rotherham, S60 1HW <p>East & West Lincolnshire: 10</p> <ul style="list-style-type: none"> • 8 Corporation Street, Lincoln, LN2 1HN • The Carlton Centre, The Old School, Carlton Road, Boston, PE21 8LN • The Town Hall, North Parade, Skegness, PE25 1DA • Louth Police Station, Eastfield Road, Louth, LN11 7AN • The Police Station, Morton Road, Gainsborough, DN21 2SY • The Annexe, 3rd Floor County Hall, Boston, PE21 6DY • Grange House, 46 Union Street, Grantham, NG31 6NZ | <p>2SH</p> <p>Elm Bank, 59 Bradford Road, Pennywell House, Hylton Road, Pennywell, Sunderland, SR4 8DS</p> <p>Saddington, Norfolk Park, 100- 108 Norfolk Park Road, Sheffield, S2 2RU</p> <p>Doncaster Road, Rotherham, South Yorkshire, S65 1NN</p> <p>18 Boroughbridge Road, York, North Yorkshire, YO26 5RU</p> <p>38-40 Christchurch Road, Doncaster, South Yorkshire, DN1 2QL</p> <p>Cleckheaton, West Yorkshire, BD19 3LW</p> <p>Holbeck House, Springwell View, Springwell Road, Leeds, LS12 1BS</p> |
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| | <ul style="list-style-type: none"> • Broadgate House, Westlode Street, Spalding, PE11 2AD • Lincoln Crown Court, Lincoln Castle, Castle Hill, LN1 3AA • Probation Office, Lincoln Magistrates Court, The Court House, High Street, LH5 7QA <p>Hull & East Riding: 4</p> <ul style="list-style-type: none"> • Liberty House West, Liberty Lane, Hull, HU1 1RS • Greenawn, 1 Airmyn Road, Goole, DN14 6XA • 4 St. Johns Avenue, Bridlington, YO16 4NG • 8 Lord Roberts Road, Beverley, Yorkshire, HU17 9BE <p>Kirklees & Wakefield: 5</p> <ul style="list-style-type: none"> • 20-30 Lawfield Lane, Wakefield, WF2 8SP • Broadway House, Crackenedge Lane, Dewsbury, WF13 1PU • Wakefield Magistrates' Court, Cliff Parade, WF1 2TW • Huddersfield Magistrates' Court, Civic Centre, HD1 2NH • 21 St John's Road, Huddersfield, HD1 5BW <p>Leeds: 3</p> <ul style="list-style-type: none"> • Waterloo House, 58 Wellington Street, Leeds, LS1 2EE • 379 York Road, Leeds, LS9 6TA • Leeds Combined Courts, 28 Westgate, LS1 3AP <p>North & North East Lincolnshire: 5</p> <ul style="list-style-type: none"> • 1 Park Square, Scunthorpe, North Lincolnshire, DN15 6JH • Queen Street, Grimsby, DN31 1QG • North Lincolnshire Magistrates Court, Laneham Street, Scunthorpe, DN15 6JY • Grimsby Crown Court, Town Hall Square, DN31 1HX • Grimsby Magistrates Court, Victoria Street, Grimsby, North East Lincolnshire | <p>Nelson House, Middlesbrough Road, Southbank, Middlesbrough, TS6 6LZ</p> <p>Victoria House, 31 Normanby Road, Scunthorpe, DN15 6AS</p> <p>Wordsworth House, 205 Yarborough Road, Lincoln, LN1 3NQ</p> |
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North of Tyne: 10

- **Warwick Street, Gateshead, NE8 1PZ**
- Richard Stannard House, 32 & 34 Bridge Street, Blyth, Northumberland, NE24 2AG
- 4 Wentworth Place, Hexham, Northumberland, NE46 1XB
- 13 Warwick Road, Wallsend, NE28 6SE
- 717 West Road, Newcastle upon Tyne, NE15 7PS
- 70/78 St James Boulevard, Newcastle, NE1 4BN
- MAPPA Unit, Middle Engine Lane, Wallsend, NE28 9NT
- SouthEast Northumberland Magistrates' Court, Schalksmuhle Road, Bedlington, NE22 7LX
- North Tyneside Magistrates' Court, Tynemouth Road, North Shields, NE29 0HG
- Newcastle Magistrates' Court, Market Street, Newcastle Upon Tyne, NE99 1TB

South of Tyne: 9

- **Warwick Street, Gateshead, NE8 1PZ**
- Secretan Way, Millbank, South Shields, Tyne & Wear, NE33 1RG
- Pennywell Prob. Office, Hylton Road, Pennywell, Sunderland, Tyne & Wear, SR4 8DS
- Probation Office, Wesley Court, Blaydon, Tyne and Wear, NE21 5BT
- Victim Liaison Unit, Dene House, Durham Road, Gateshead, Tyne & Wear, NE9 5AE
- Newcastle Crown Court, Law Courts, Quayside, NE1 3LA
- South Tyneside Magistrates' Court, Secretan Way, Millbank, South Shields, NE33 1RG
- Gateshead Magistrates' Court, Warwick Street, NE8 1DT
- Sunderland Magistrates' Court, Gillbridge Avenue, SR1 3AP

York & North Yorkshire: 7

- **108 Lowther Street, York, YO31 7WD**
- 5/7 Haywra Crescent, Harrogate, HG1 5BG
- Essex Lodge, 16 South Parade, Northallerton, DL7 8SG
- Union Lane, Selby, YO8 4AU
- 3rd Floor, Pavillion House, Valley Bridge Road, Scarborough, YO11 2JN
- The Court House, Bunkers Hill, Skipton, BD23 1HU
- York Crown Court, The Castle, YO1 9WZ

Midlands:

5th Floor King Edward House, 135a New Street, Birmingham, B2 4QJ

Birmingham: 10

- **5th Floor, King Edward House, 135a New Street, Birmingham, B2 4QJ**
- (Courts), 11-15 Lower Essex Street, Birmingham, B5 6SN
- 12 High Street, Saltley, Birmingham, B8 1JR
- Greencoat House, 259 Stratford Road, Sparkhill, Birmingham, B11 1QS
- 326-328 Hamstead Road, Handsworth, Birmingham, B20 2RA
- 76 Walsall Road, Perry Barr, Birmingham, B42 1SF
- 826 Bristol Road, Selly Oak, Birmingham, B29 6NA
- Victim Support Unit, 52 Newton Street, Birmingham, B4 6NF
- Birmingham Magistrates' Court, Victoria Law Courts, B4 6QU
- Queen Elizabeth II Crown Court, B4 7NA

Derbyshire: 4

- **Derwent Centre, 1 Stuart Street, Derby, DE1 2EQ**
- 3 Brimington Road, Chesterfield, S41 7UG
- 34 South Street, Ilkeston, DE7 5QJ
- Buxton Chesterfield House, 24 Hardwick Street, Buxton, SK17 6DH

Dudley & Sandwell: 2

- **Unity House, 14-16 New Street, West Bromwich, B70 7PQ**
- Hope House, Castlegate Way, Dudley, DY1 4TA

Leicestershire: 8

- **2 St John Street, Leicester, LE1 3WL**
- 27 London Road, Coalville, LE67 3JB
- 35 Station Road, Hinckley, LE10 1AP
- 12 Southfield Road, Loughborough, LE11 2UZ
- 26-28 Station Road, Wigston, LE18 2DH
- 2 Cobden Street, Leicester, LE1 2LB
- Parkside, Burton Street, Melton Mowbray, LE13 1GH

Total: 19

Astral Grove, 5 Astral Grove, Hucknall, Nottinghamshire, NG15 6FY

Augustus House, 33 Kenilworth Road, Leamington Spa, Warwickshire, CV32 6JG

Bilston, 23 Wellington Road, Wolverhampton, WV14 6AH

Bralely House, 89 Ombersley Road, Worcester, WR3 7BT

Burdett Lodge, 6 Bass Street, Derby, DE22 3BR

Carpenter House, 33 Portland Road, Birmingham, B16 9HS

Crowley House, 31 Weoley Park Road, Birmingham, B29 6QY

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| | <ul style="list-style-type: none"> • Mansfield House Police Station, 74 Belgrave Gate, Leicester, LE1 3GG <p>Nottinghamshire: 7</p> <ul style="list-style-type: none"> • Business support unit, Marina Road, Nottingham, NG7 1TP • Probation Office, 11 Appleton Gate, Newark, NG24 1JR • Castle Gate House, 24-30 Castle Gate, Nottingham, NG1 7AT • Probation Office, 11 Newcastle Street, Worksop, S80 2AS • Probation Office, 206 Derby Road, Nottingham, NG7 1NG • 9 Castle Quay, Castle Boulevard, Nottingham, NG7 1FW • Arrival Square, Rosemary Street, Mansfield, NG18 1LP <p>Staffordshire: 10</p> <ul style="list-style-type: none"> • Melbourne House, Etruria Office Village, Forge Lane, Festival Park, Hanley, ST1 5RQ • Horninglow Street, Burton-on-Trent, Staffordshire, DE14 1PH • Cross Street, Leek, Staffordshire, ST13 6BL • Moor Street, Tamworth, Staffordshire, B79 7QZ • Victim support, University Court, Staffordshire Technology Park, Beaconside, ST18 0GE • 200a Wolverhampton Road, Cannock, Staffordshire, WS11 1AT • The Court House, Ryecroft, Newcastle-under-Lyme, ST5 5DT • South Walls, Stafford, ST16 3BL • Staffordshire Crown & County Court, Stafford, ST16 2QQ • North Staff Justice Centre, Bethesda Street, Hanley, Stoke-on-Trent, ST1 3BP <p>Walsall & Wolverhampton: 2</p> <ul style="list-style-type: none"> • Midland Road Complex, Walsall, WS1 3QE • Prue Earl House, Union Street, Horseley Fields, Wolverhampton, West Midlands, WV1 3JS <p>Coventry, Solihull & Warwickshire: 7</p> <ul style="list-style-type: none"> • Warwickshire Justice Centre, Newbold Terrace, Leamington Spa, CV32 4EL • Centenary House, 252 Mackdown Lane, Kitts Green, Birmingham, B33 0NL • 7 Herbert Road, Solihull, Birmingham, B91 3QE | <p>Elliott House, 96 Edgbaston Road, Birmingham, B12 9QA</p> <p>Howard House, 71 Regent Road, Leicester, LE1 6YF</p> <p>Jackie Harriett House, 31 Trinity Road, Birmingham, B6 6AJ</p> <p>Kirk Lodge, 322 London Road, Leicester, LE2 2PJ</p> <p>McIntyre House, 125 Edward Street, Nuneaton, Warwickshire, CV11 5RD</p> <p>Southwell House, 106 Raleigh Street, Nottingham, NG7 4DJ</p> <p>Staitheford House, 14 Lichfield Road, Stafford, ST17 4JX</p> <p>Stonnall Road, 85 Stonnall Road, Aldridge, West Midlands, WS9</p> |
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| | <ul style="list-style-type: none"> • The Courthouse, Newbold Road, Rugby, CV21 2LH • Warwickshire Criminal Justice Centre, PO Box 3946, Vicarage Street, Nuneaton, CV11 4JU • Sheriff's Court, 12 Greyfriars Road, Coventry, CV1 1RY • Coventry Magistrates Court, 60 Little Park Street, Coventry, CV1 2SQ <p>West Mercia: 6</p> <ul style="list-style-type: none"> • Stourbank House, 90 Mill Street, Kidderminster, DY11 6XA • Gaol Street, Hereford, HR1 2HU • Telford Square, Malinsgate, Telford, TF3 4HX • 135 Abbey Foregate, Shrewsbury, SY2 6AS • 3-4 Shaw Street, Worcester, WR1 3ZB • 1-4 Windsor Court, Clive Road, Redditch, Worcestershire, B97 4BT | <p>8JZ</p> <p>Sycamore Lodge, Clay Lane, Oldbury, B69 4TH</p> <p>Trent House, 392 Woodborough Road, Nottingham, NG3 4JF</p> <p>Wenger House, 21A Albert Street, Newcastle under Lyme, ST5 1HJ</p> <p>Wharflane House, 34 Rectory Road, Stoke on Trent, ST1 4PW</p> |
| <p>South West & South Central:</p> <p>Queensway House, Worle, BS22 7BB</p> | <p>Bristol & South Gloucestershire: 2</p> <ul style="list-style-type: none"> • Bristol Magistrates Court, Marlborough Street, Bristol, BS1 3NU • The Bridewell, 1/2 Bridgewell Street, BS1 2AA <p>Devon:4</p> <ul style="list-style-type: none"> • Annexe Building, 3/5 Barnfield Road, Exeter, EX1 1RD • Thurlow House, 35 Thurlow Road, Torquay, TQ1 3EQ • Kingsley House, Castle Street, Barnstaple, EX31 1DR • Queens House, Little Queens Street, Exeter, Devon, EX4 3LJ <p>Plymouth, Cornwall & Isles of Scilly: 5</p> <ul style="list-style-type: none"> • Tremorvah Wood Lane, off Mitchell Hill, Truro, Cornwall, TR1 1HZ | <p>Total: 16</p> <p>112 Abingdon Road, OX1 4PY</p> <p>6 Brigstocke Road, Bristol, BS2 8UB</p> <p>32 Landguard Road, Shirley, Southampton, SO15 5DJ</p> |

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| | <ul style="list-style-type: none"> • Devon and Cornwall Prob. St Catherine's House, 5 Notte Street, Plymouth, PL1 2TS • Endsleigh House, Roskear, Cambourne, TR14 8DN • 3 Kings Avenue, St Austell, Cornwall, PL25 4TT • Restore Building, 3 Lucknow Road, Walker Lines Industrial Estate, Bodmin, PL31 1EZ <p>Dorset: 4</p> <ul style="list-style-type: none"> • Poole Probation Centre, 63 Commercial Road, Parkstone, Poole, BH14 0JB • 7 Madeira Road, Bournemouth, BH1 1QL • The Law Courts, Westwey House, 4 Westwey Road, Weymouth, DT4 8SU • Dorset YOT, Monkton Park, Winterbourne Monkton, Dorchester, DT2 9PS <p>Hampshire: 11</p> <ul style="list-style-type: none"> • 1st floor, Cromwell House, 15 Andover Road, Winchester, SO23 7EZ • Imperial House, 2 Grosvenor Road, Aldershot, GU11 1DP • St Clement House, 1-3 Alencon Link, Basingstoke, RG21 7SB • The Court House, Andover Magistrates' Court, 1st floor, West Street, Andover, SP10 1QP • Winchester Combined Court, The Law Courts, Winchester, SO23 9EL • The Court House, Elmleigh Road, Havant, PO9 2AS • Island House, Priestlands Place, Lymington, SO41 9GA • Hampshire YOT, 180 Culver Road, Basingstoke, RG21 3NL • 20 High Street, Fareham, PO16 7AF • Fareham Magistrates Court, Trinity Street, Fareham, PO16 7SB • HMP Winchester, Romsey Road, SO22 5DF <p>Southampton, Portsmouth & Isle of Wight: 7</p> <ul style="list-style-type: none"> • Enterprise House, Isambard Brunel Road, Portsmouth, PO1 2RX • 8 Sea Street, Newport, Isle of Wight, PO30 5BN • HM Prison Isle of Wight, Newport, PO30 5NX • Old Bank House, 66-68 London Road, Southampton, SO15 2AJ • Newport Combined Court, Newport, Isle of Wight, PO30 5YT • 52 Isambard Brunel Road, Portsmouth, PO1 2BD • 7 Town Quay House, Town Quay, Southampton, SO14 2PT | <p>Bridge House, 78 Filton Road, Bristol, BS7 0PD</p> <p>Clark's House, Clark's Row, OX1 1RE</p> <p>Dickson House, 77 Trinity Street, Fareham, Hampshire, PO16 7SL</p> <p>Glogan House, 59 Taunton Road, Bridgwater, TA6 3LP</p> <p>1 Haddon, Great Holm, Milton Keynes, MK8 9AL</p> <p>Manor Lodge, 8 Straight Road, Old Windsor, SL4 2RL</p> <p>Meneghy House, 16 East Hill, Camborne, Cornwall, TR14 8NQ</p> <p>78 Ryecroft Street, Gloucester, GL1 4LY</p> |
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| <p>Somerset: 6</p> <ul style="list-style-type: none"> • N.Somerset Courthouse, The Hedges, St. Georges, Weston-Super-Mare, BS22 7BB • Queensway House, The Hedges, Worle, North Somerset, BS22 7BB • The Old Convent, 35 Pulteney Road, Bath, BA2 4JE • Riverside House, West Quay, Bridgwater, Somerset, TA6 3HW • 11 Canon Street, Taunton, TA1 1SN • 22 Henford, Yeovil, Somerset, BA20 2QD <p>Thames Valley North (Buckinghamshire, Oxfordshire & Milton Keynes): 7</p> <ul style="list-style-type: none"> • Bicester Head Office, Kingsclere Road, Bicester, Oxon, OX26 2QD • Magistrates' Courts, 301 Silbury Boulevard, Witan Gate East, Milton Keynes, MK9 2YK • Easton Court, 23a Easton Street, High Wycombe, Bucks, HP11 2EL • 2a Wynne Jones Centre, Walton Road, Aylesbury, Bucks, HP21 7RL • Units 9&10 Talisman Business Centre, Talisman Road, Bicester, Oxon, OX26 6HR • Macmillan House, Unit 1 St Aldate's Courtyard, 38 St Aldates, Oxford, OX1 1BN • 1 Canada Close, Marley Way, Banbury, Oxon, OX16 2RT <p>Thames Valley South (East & West Berkshire): 4</p> <ul style="list-style-type: none"> • Kingsclere Road, Bicester, Oxon, OX26 2QD • Revelstoke House, Chalvey Park, Slough, SL1 2HF • James Glaisher House, Grenville Place, Bracknell, RG12 1BP • Greyfriars House, 30 Greyfriars Road, Reading, RG1 1PE <p>Wiltshire and Gloucestershire: 8</p> <ul style="list-style-type: none"> • Twyver House, Bruton Way, Gloucester, GL1 1DR • Rothermere, Bythesea Road, Trowbridge, BA14 8JQ • The Boulter Centre, Avon Approach, Salisbury, SP1 3SL • Centenary House, 150 Victoria Road, Swindon, SN1 3UY • County Offices, St Georges Road, Cheltenham, GL50 3EW • 34 Marshfield Road, Chippenham, SN15 1JT • The Court House, Gloucester Road, Coleford, GL16 8BL • Rm54, Devizes Police Station, New Park Street Devizes, SN10 1DZ | <p>St Leonard's, 2 Southcote Road, Reading, RG30 2AA</p> <p>The Pines, 11 Cecil Road, Bournemouth, BH5 1DU</p> <p>Weston, 2 Westwey Road, Weymouth, DT4 8SU</p> <p>The Grange, 145 Stakes Road, Purbook, Hampshire, PO7 5PL</p> <p>Lawson House, 13/14 Paradise Place, Plymouth, PL1 5QE</p> |
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| <p>South East & Eastern:</p> <p>151 Buckingham Palace Road, London, SW1W 9SZ</p> | <p>Bedfordshire: 6</p> <ul style="list-style-type: none"> • 3 St Peter's Street, Bedford, MK40 2PN • 41 Harpur Street, Bedford, Bedfordshire, MK40 1LY • 23-27 Napier Road, Luton, Bedfordshire, LU1 1RF • Frank Lord House, 72 Chapel Street, Luton, Bedfordshire, LU1 5DA • Luton Crown Court, 7 George Street, Luton, LU1 1RG • Luton Magistrates' Court, Stuart Street, Peterborough, LU1 5BL <p>Cambridge & Peterborough: 9</p> <ul style="list-style-type: none"> • Godwin House, George Street, Huntingdon, PE29 8BD • 27 Warkworth Street, Cambridge, Cambridgeshire, CB1 1EG • Gloucester House, 23A London Road, Peterborough, Cambridgeshire, PE2 8AN • Crown Buildings, Rivergate, Peterborough, PE1 1EJ • Godwin House, George St, Huntingdon, PE29 3BD • Castle Lodge, 1 Museum Square, Wisbech, Cambridgeshire, PE13 1ES • Peterborough Magistrates' Court, Bridge Street, Peterborough, Cambridgeshire, PE1 1ED • Cambridge Magistrates' Court, 12 St Andrews Street, Cambridge, CB2 3AX • Cambridge Crown Court, 83 East Road, Cambridge, CB1 1BT <p>Hertfordshire: 5</p> <ul style="list-style-type: none"> • Argyle House, Argyle Way, Stevenage, Hertfordshire, SG1 2AD • Mid Herts Centre, 62-72 Victoria Street, St Albans, Hertfordshire, AL1 3XH • Ground Floor Pods A&B, Bishops College, Churchgate, Cheshunt, Hertfordshire, EN8 9XL • 16-22 King Street, Watford, Hertfordshire, WD1 8BP • St Albans Crown Court, Bricket Road, St Albans, AL1 3JW <p>Kent: 12</p> <ul style="list-style-type: none"> • 56-58 College Road, Maidstone, Kent, ME15 6SJ • Ralphs Centre, 24 Maynard Road, Canterbury, Kent, CT1 3RH | <p>Total: 11</p> <p>151 Buckingham Palace Road, London, SW1W 9SZ</p> <p>162 Marine Parade, Brighton, BN2 1EJ</p> <p>Bridgewood House, 45-48 Lower Meadow Court, Northampton, NN3 8AX</p> <p>5 Wesleyan Road, Peterborough, PE1 3RW</p> <p>36-40 Napier Road, Luton, LU1 1RG</p> <p>Felmores, 1 Felmores, Basildon, SS13 1RN</p> <p>Fleming House, 32 Tonbridge Road, Maidstone, ME16 8SH</p> |
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| <ul style="list-style-type: none"> • 27-35 New Road, Chatham, Kent, ME4 4QQ • Darrington House, 38/40 Grosvenor Place, Margate, Kent, CT9 1UW • 34a Albert Road, Tonbridge, Kent, TN9 2ER • Canterbury Crown Court, Chaucer Road, Canterbury, Kent, CT1 3RH • Chaucer House, 25 Knightrider Street, Maidstone, Kent, ME15 6ND • Joynes House, New Road, Gravesend, Kent, DA11 0AT • 17 Garden Road, Tunbridge Wells, Kent, TN1 2XP • Bell House, Bell Road, Sittingbourne, Kent, ME10 4DH • Folkestone Magistrates' Court, Castle Hill Avenue, Folkestone, CT20 2DH • Maidstone Crown Court, The Law Courts, Barker Road, Maidstone, Kent, ME16 8EQ <p>North Essex: 6</p> <ul style="list-style-type: none"> • Cullen Mill, 49 Braintree Road, Witham, Essex, CM8 2DD • 4 Mitre Buildings, West Square, Harlow, Essex, CM20 1DR • Ashby House, 4th Floor, Brook Street, Chelmsford, Essex, CM1 1PP • Ryegate House, 23 St Peters Street, Colchester, Essex, CO1 1HL • Chelmsford Crown Court, New Street, Chelmsford, Essex, CM1 1EL • Chelmsford Magistrates' Court, 10 New Street, Chelmsford, CM1 1NT <p>South Essex: 6</p> <ul style="list-style-type: none"> • 8 Cullen Mill, 49 Braintree Road, Witham, Essex, CM8 2DD • Carraway House, Durham Road, Basildon, Essex, SS15 6PH • Five Wells, West Street, Thurrock, Essex, RM17 6XR • Blue Heights, 45 Victoria Avenue, Southend, Essex, SS2 6BA • Southend Crown Court, Victoria Avenue, Southend on Sea, Essex, SS2 6EG • Basildon Crown Court, The Gore, Basildon, Essex, SS14 2EU <p>Norfolk & Suffolk: 6</p> <ul style="list-style-type: none"> • Centenary House, 19 Palace Street, Norwich, NR3 1RT • Probation Office, Purfleet Quay, Kings Lynn, Norfolk, PE30 1HP • Dettingen Way, Bleinheim Industrial Estate, Bury St Edmunds, Suffolk, IP33 3TU • 147-151 Walmersley Rd, Bury, BL9 5DE • 203 Whapload Road, Lowestoft, Suffolk, NR32 1UL | <p>John Boag House, 1 Drayton Road, Norwich, NR3 2DF</p> <p>Lightfoot House, 37 Fuchsia Lane, Ipswich, IP4 5AA</p> <p>St Catherine's Priory, Ferry Lane, Guildford, Surrey, GU2 4EE</p> <p>The Cottage, 795 Old Norwich Road, Ipswich, IP1 6LH</p> |
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| | <ul style="list-style-type: none"> • Peninsular House, 11/13 Lower Brook Street, Ipswich, Suffolk, IP4 1AQ <p>Northamptonshire: 4</p> <ul style="list-style-type: none"> • Walter Tull House, 43-47 Bridge Street, Northampton, NN1 1NS • 20 Oxford Street, Wellingborough, Northamptonshire, NN8 4HY • Northampton Crown Court, 85-87 Lady's Lane, Northampton, NN1 3HQ • Unit 5, Baron Avenue, Telford Way, Kettering, Northamptonshire, NN16 8UW <p>Surrey & West Sussex: 6</p> <ul style="list-style-type: none"> • College House, Woodbridge Road, Guildford, Surrey, GU1 4RS • Allonby House, Hatchlands Road, Redhill, Surrey, RH1 6BN • Goffs Park House, Old Horsham Road, Crawley, Sussex, RH11 8PB • Meadowfield House, East Street, Littlehampton, Sussex, BN17 6AP • Worthing Probation Office, 4 Farncombe Road, Worthing, Sussex, BN11 2BE • Swan House, Knowle Green, Staines, Surrey, TW18 1AJ <p>East Sussex & Brighton: 8</p> <ul style="list-style-type: none"> • 4th Floor, Invicta House, Trafalgar Place, Brighton, BN1 4FR • 4th Floor Invicta House, Trafalgar Place, Cheapside, Brighton, East Sussex, BN1 4FR • Community Workshop, 1 St Leonards Road Eastbourne, East Sussex. BN21 3UH • Community Supervision, 35 Old Orchard Road, Eastbourne, East Sussex, BN21 1DD • 47 Grand Parade, Brighton, East Sussex, BN2 9QA • Garage, Belmont Street, Brighton, East Sussex, BN1 4HN • Crozier House, 1a Shepherd Street, St Leonards on Sea, TN38 0ET • Brighton Crown & Magistrates' Court, Edward Street, Brighton, East Sussex, BN2 0LG | |
| <p>London:</p> <p>151 Buckingham Palace Road</p> | <p>Barking & Dagenham, Havering & Newham: 3</p> <ul style="list-style-type: none"> • Olympic House, 28/42 Clements Road, Ilford, IG1 1BA • Romford Office, 29/33 Victoria Road, Romford, RM1 2JT • Stratford Office, 20 Romford Road, London, E15 4BZ | <p>Total: 9</p> <p>4 Beckenham Road, BR3 4LR</p> |

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| <p>SW1W 9SZ</p> | <p>Barnet, Brent & Enfield: 3</p> <ul style="list-style-type: none"> • Denmark House, Suite B, West Hendon, NW9 7BW • 440 High Road, Willesden, NW10 2DW • The Old Court House, Windmill Hill, Enfield, EN2 6SA <p>Bexley, Bromley & Greenwich: 7</p> <ul style="list-style-type: none"> • Crosby House, 9-13 Elmfield Road, Bromley, BR1 1LT • 6 Church Hill, Orpington, BR6 0HE • Norwich Place, Bexleyheath, DA6 7ND • Greenwich Prob Office, Riverside House, Beresford Street, SE18 6DH • Bromley Magistrates' Court, BR1 1RA • Bexley Magistrates' Court, DA6 7ND • Woolwich Crown Court, SE28 0EY <p>Camden and Islington: 2</p> <ul style="list-style-type: none"> • Camden and Islington Probation office, 401 St John Street, EC1V 4RW • Holloway Road Magistrates' Court, N7 8JD <p>City, Hackney & Tower Hamlets: 4</p> <ul style="list-style-type: none"> • Reed House, 2-4 Rectory Road, London • 34 Englefield Road, Hackney, N1 4EZ • 50 Mornington Grove, Bow, E3 4NS • 377 Cambridge Heath Road, Bethnal Green, E2 9RD <p>Croydon, Merton & Sutton: 6</p> <ul style="list-style-type: none"> • Martin Harknett House, 27 High Path, Wimbledon, SW19 2JL • 103 Westmead Road, Sutton, SM1 4JD • Church House, Old Palace Road, Croydon, CR0 1AX | <p>Camden House, 199 Arlington Road, London, NW1 7HA</p> <p>7 Canadian Avenue, SE6 3AU</p> <p>2 Corfton Road, London, W5 2HS</p> <p>Ellison House, 370 Albany Road, SE5 0AJ</p> <p>Kew, 96 North Road, Richmond-upon-Thames, TW9 4HQ</p> <p>Seafield Lodge, 71-73 Shoot Up Hill, London, NW2 3PS</p> <p>147 Tulse Hill, London, SW2 2QD</p> <p>Westbourne House, 199 Romford Road, E7 9HL</p> |
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- Croydon Crown Court, CR9 5AB
- Croydon Magistrates' Court, CR9 3NG
- 51 Wandle Road, Croydon, CR0 1DF

Ealing, Harrow & Hillingdon: 5

- **Leeland House, Leeland Road, W13 9HH**
- Rosslyn Crescent, Harrow, HA1 2SU
- 4 Birkbeck Road, Acton, W3 6BG
- Uxbridge Probation Office, The Court House, Harefield Road, UB8 1PQ
- Harrow Crown Court, HA1 4TU

Hammersmith, Fulham, Kensington, Chelsea & Westminster: 3

- **1-5 Dorset Close, Marylebone, NW1 5AN**
- Westminster Magistrates' Court, 179 Marylebone Road, NW1 5BR
- Hammersmith Magistrates' Court, 181 Talgarth Avenue, W6 8DN

Haringey, Redbridge & Waltham Forest: 8

- **Olympic House, Floor 4, 28 / 42 Clements Road, Ilford, IG1 1BA**
- Ilford Probation Centre, 277-289 High Road, Ilford, IG1 1QQ
- 1b Farnan Avenue, Walthamstow, E17 4TT
- 71 Lordship Lane, Tottenham, N17 6RS
- 90 Lansdowne Road, Tottenham, N17 9XX
- Wood Green Crown Court, N22 5LF
- Snaresbrook Crown Court, E11 1QW
- Barkingside Magistrates' Court, IG6 1HW

Hounslow, Kingston & Richmond: 4

- **Banklabs House, 41a Cross Lances Road, Hounslow, TW3 2AD**
- 45 High Street, Kingston-upon-Thames, KT1 1LQ
- Feltham Magistrates' Court, TW13 5AF
- Isleworth Crown Court, TW7 5LP

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| | <p>Lambeth & Wandsworth: 2</p> <ul style="list-style-type: none"> • 79 East Hill, London, SW18 2QE • Moat House, 117-131 Stockwell Road, SW9 9TN <p>Lewisham & Southwark: 3</p> <ul style="list-style-type: none"> • Mitre House, 223-237 Borough High Street, London, SE1 1JD • 2 Great Dover Street, London, SE1 4XW • 208 Lewisham High Street, Lewisham, SE13 6JP | |
| <p>Wales:</p> <p>Churchill House, 17 Churchill Way, Cardiff, CF10 2HH</p> | <p>Dyfed Powys: 10</p> <ul style="list-style-type: none"> • Llanelli Office, Lloyd Street, Llanelli, SA15 2UP • 23 Grays Inn Road, Aberystwyth, SY23 1DE • 7a/7b Water Street, Carmarthen, SA31 1PY • 14 High Street, Haverfordwest, SA61 2DA • Ground Floor, Plas y Ffynon, Cambrian Way, Brecon, LD3 7HP • Llanelli Court, Town Hall Building, Llanelli, SA15 3AL • Haverfordwest Court, Penffynnon, Hawthorne Rise, SA61 2AX • MAPPA, Dyfed Powys Police HQ, Llangunnor, Carmarthen, SA31 2PF • The Limes, Temple Street, Llandrindod Wells, LD1 5DP • Straight Lines House, New Road, Newtown, SY16 1BD <p>Gwent: 9</p> <ul style="list-style-type: none"> • Centenary House, De Clare Court, Caerphilly, CF83 2WA • Usk House, Lower Dock Street, Newport, NP20 2GD • 50 Bethcar Street, Ebbw Vale, NP23 6HG • Torfaen House, Station Road, Pontypool, NP4 5ES • Chambers House, 49 Blackwood Road, Blackwood, NP12 3BW • Caerphilly Magistrates' Court, Mountain Road, CF83 2XA • Newport Crown Court, Faulkner Road, NP20 4PR | <p>Total: 4</p> <p>Mandeville House, 9 Lewis Street, Cardiff, CF11 6JY</p> <p>Plas y Wern Llangollen Road, Ruabon, Wrexham, LL14 6RN</p> <p>Quay House, The Strand, Swansea, SA1 2AW</p> <p>Ty Newydd, Llandegai Road, Bangor, Gwynedd, LL57 4LG</p> |

- Cwmbran Magistrates' Court, Tudor Road, NP44 3YA
- Newport Magistrates' Court, Lower Dock Street, NP20 2GD

North Wales: 8

- **25 Conwy Road, Colwyn Bay, LL29 7AA**
- Wrexham Technology Park, Elice Way, Wrexham, LL13 7YX
- Unit 6, Acorn Business Park, Flint, CH6 5YN
- Llys Garth, Garth Road, Bangor, LL57 2RT
- 14 Market Street, Caernarfon, LL55 1RT
- Wrexham Magistrates' Court, Bodhyfred, LL12 7BP
- Mold Crown/Magistrates' Court, Civic Centre, Mold, CH7 1AE
- Caernarfon Criminal Justice Centre, Llanberis Road, LL55 2DF

South Wales One: 4

- **33 Westgate Street, Cardiff, CF10 1JE**
- Cardiff Magistrates' Court, Fitzalan Place, CF24 1RZ
- Cardiff Crown Court, Cathays Park, CF10 2HH
- Barry Police Station, Gladstone Road, Barry, CF63 1TD

South Wales Two: 10

- **4-7 The Broadway, Pontypridd, CF37 1BA**
- Merthyr Tydfil Office, Oldawy House, Castle Street, Merthyr Tydfil, CF47 8UX
- Bridgend Office, Tremains House, Tremains Road, CF37 1TZ
- West Glamorgan House, 12 Orchard Street, Swansea, SA1 5AD
- Merthyr Tydfil Law Courts, Glebeland Place, CF47 8BU
- Pontypridd Magistrates' Court, Union Street, CF37 1SD
- Swansea Magistrates' Court, Grove Place, SA511 5DB
- Swansea Crown Court, St Helen's Road, SA1 4PF
- Bridgend Magistrates' Court, Sunnyside, CF31 4AJ
- Bridgend Police Station, Brakla Street, Bridgend, CF31 1BZ

**Community
Rehabilitation
Companies**

Total: 21

- Argyle House, Argyle Way, Stevenage, Hertfordshire, SG1 2AD
- Queensway House, St Georges, Weston-super-Mare, BS22 7BB
- 5th Floor Oakland House, Talbot Road, Manchester, M16 0PQ
- 99 -101 Garstang Road, Preston, PR1 1LD
- 2 St John Street, Leicester, LE1 3WL
- Queen's House, Little Queen Street, Exeter, Devon, EX4 3LJ
- 6th Floor, Centre North East, 73-75 Albert Road, Middlesbrough, TS1 2RU
- Cullen Mill, 49 Braintree Road, Witham, Essex, CM8 2DD
- 1st Floor, Cromwell House, 15 Andover Road, Winchester, SO23 7EZ
- 8 Corporation Street, Lincoln, LN2 1HN
- Chaucer House, 25 Knychtrider Street, Maidstone, Kent, ME15 6ND
- First Floor, 151 Buckingham Palace Road, London, SW1W 9SZ
- 4th Floor, South Wing, Burlington House, Crosby Road North, Waterloo, Liverpool, L22 0PJ
- Centenary House, 19 Palace Street, Norwich, NR3 1RT
- Lifton House, Eslington Road, Jesmond, Newcastle upon Tyne, NE2 4SP
- 45 Division Street, Sheffield, S1 4GE
- 5 St Philips Place, Birmingham, B3 2PW
- Kingsclere Road, Bicester, OX26 2QD
- Churchill House, 17 Churchill Way, Cardiff, CF10 2HH
- Stourbank House, 90 Mill Street, Kidderminster, DY11 6XA
- Cliff Hill House, 3 Sandy Walk, Wakefield, WF1 2DJ

9. HMP

| Greater London: 13 | North West: 15 | North East: 6 | Yorkshire and Humberside: 11 |
|---------------------------|---------------------------|--------------------------|-------------------------------------|
| HMP Brixton | HMP/YOI Altcourse (C) | HMYOI Deerbolt | HMP/YOI Askham Grange (F) |
| HMP/YOI Bronzefield (C F) | HMP Buckley Hall | HMP/YOI Durham | HMP/YOI Doncaster (C) |
| HMP Coldingley | HMP/YOI Forest Bank (C) | HMP/YOI Holme House | HMP/YOI Hatfield |
| HMP/YOI Downview | HMP Garth | HMP Kirklevington Grange | HMP/YOI Hull |
| HMYOI Feltham (YP) | HMP Haverigg | HMP/YOI Low Newton (F) | HMP Humber |
| HMP/YOI High Down | HMP/YOI Hindley | HMP Northumberland (C) | HMP Leeds |
| HMP/YOI Holloway (F) | HMP Kennet | | HMP Lindholme |
| HMP/YOI Isis | HMP Kirkham | | HMP/YOI Moorland |
| HMP/YOI Pentonville | HMP Lancaster Farms | | HMP/YOI New Hall (F) |
| HMP/YOI Thameside (C) | HMP Liverpool | | HMP Wealstun |
| HMP/YOI Send (F) | HMP/YOI Preston | | HMYOI Wetherby (YP) |
| HMP/YOI Wandsworth | HMP Risley | | |
| HMP/YOI Wormwood Scrubs | HMP/YOI Styal (F) | | |
| | HMP/YOI Thorn Cross | | |
| | HMP/YOI Wymott | | |
| South Central: 7 | South West: 11 | West Midlands: 11 | East Midlands: 15 |
| HMYOI Aylesbury | HMP Ashfield (C) | HMP Birmingham (C) | HMP/YOI Foston Hall (F) |
| HMP/YOI Bullingdon | HMP/YOI Bristol | HMP/YOI Brinsford | HMP Gartree |
| HMP Grendon / Springhill | HMP Channings Wood | HMP/YOI Drake Hall (F) | HMP/YOI Glen Parva |
| HMP Haslar | HMP Dartmoor | HMP Dovegate (C) | HMP Leicester |
| HMP Huntercombe (FNP) | HMP/YOI Eastwood Park (F) | HMP Featherstone | HMP/YOI Lincoln |
| HMP/YOI Isle of Wight | HMP/YOI Exeter | HMP Hewell | HMP Lowdham Grange (C) |
| HMP/YOI Winchester | HMP Erlestoke | HMP Oakwood (C) | HMIRC Morton Hall |
| | HMP Guys Marsh | HMP Stafford | HMP North Sea Camp |
| | HMP Leyhill | HMP/YOI Stoke Heath | HMP/YOI Nottingham |
| | HMP/YOI Portland | HMP/YOI Swinfen Hall | HMP Onley |
| | | HMYOI Werrington (YP) | |

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| | HMIRC The Verne | | HMP Ranby HMP Rye Hill (C) HMP Stocken HMP Sudbury HMP Whatton |
| Kent & Sussex: 11 | East: 11 | Wales: 5 | High Security: 8 |
| HMP Blantyre House HMYOI Cookham Wood (YP) HMIRC Dover HMP/YOI East Sutton Park (F) HMP Ford HMP/YOI Lewes HMP Maidstone (FNP) HMP/YOI Rochester HMP/YOI Elmley HMP Standford Hill HMP Swaleside | HMP/YOI Bedford HMP Bure HMP/YOI Chelmsford HMP Highpoint HMP/YOI Hollesley Bay HMP Littlehey HMP/YOI Peterborough (C + F) HMP The Mount HMP/YOI Norwich HMP/YOI Warren Hill HMP Wayland | HMP/YOI Cardiff HMP/YOI Swansea HMP/YOI Parc (C/YP) HMP Usk & HMP/YOI Prescoed | HMP/YOI Belmarsh HMP Frankland HMP Full Sutton HMP Long Lartin HMP/YOI Manchester HMP Wakefield HMP Whitemoor HMP/YOI Woodhill |