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Contract

for the provision of

Design/Development and support service for

Housing Ombudsman Website

Service Provision Start Date:	18 January 2018
Contract Reference:	HOS Website

This CONTRACT is made on the 18th January 2018 "Service Provision Start Date"

BETWEEN:

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

(2) Connect Internet Solutions Ltd (the "Contractor") whose registered address is New Barratt House, 47 North John Street, Liverpool, L2 6SG, company registration number 04424350

together known as "the Parties".

WHEREAS:

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

IT IS AGREED as follows:

1. Interpretation

1.1. In this Contract and the Schedules hereto terms with capital initial letters shall have the meanings set forth in Condition 1 or defined elsewhere as appropriate.

2. Provision of the Services


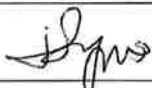
2.1. The Contractor agrees to provide to THO, and THO agrees to purchase the Services set out in Schedule 1 hereto.

3. Duration

3.1.1. This Contract shall commence on the Service Provision Start Date and unless terminated at an earlier date in accordance with its terms shall continue in effect until the earlier of:

3.1.2. the date specified by THO if THO terminates this Contract pursuant to Conditions 11(c) 11.2, (20.4(a), 20.7(a) or 21;

3.1.3. 18th January 2021 "the Expiry Date"

Signed by and on behalf of THO:		Signed by and on behalf of the Contractor:	
Name (Print):	ROSALIND D. CRUZ	Name (Print):	JANET SYMES
Title:	SNR Commercial Manager	Title:	MANAGING DIRECTOR
Signature:		Signature:	

Terms and Conditions for the Provision of Services

1. Interpretation

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

"Change" means any amendment to the scope and/or manner of provision of the services and which is carried out in accordance with Schedule 3 (CHANGE CONTROL)

"Charges" the amount payable by the Customer to the Contractor for Services duly performed and delivered by the Contractor to the Customer.

"Commercially Sensitive Information" means information relating to

(a) the pricing of Services, but not the price and

(b) such other information which the Contractor has indicated to the Customer that, if disclosed, by the Customer would cause the Contractor significant commercial disadvantage or material financial loss

"Case Management API" means the application programming interface that allows for external communication with the Customer Case Management System or Workpro

"Customer Case Management System or Workpro" is the Customer case management solution which creates, records and store Customer case data

"CMS" means the Content Management System as configured by the Contractor for the Customer

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer" take the meaning given in the GDPR.

"Deadline Date" means the 31st March 2018

"Data Protection Legislation" (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;.

"Data Protection Impact Assessment": an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data

"Data Loss Event": any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

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

"DPA 2018": Data Protection Act 2018

"EIR" has the meaning given to it in Condition 29.1

"Expiry Date" means the date in Condition 3.1.5

"FOIA" has the meaning given to it in Condition 29.1.

"Good Industry Practice" means the exercise of that degree of skill, diligence prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier seeking to perform its contractual obligations, complying with all applicable Laws and regulations and engaged in the same type of undertaking as the Contractor

"GDPR": the General Data Protection Regulation (Regulation (EU) 2016/679)

"Law" means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply

"LED": Law Enforcement Directive (Directive (EU) 2016/680)

"Protective Measures": appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

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

"Relevant Policies" has the meaning given to it in Condition 20.1(c).

"Relevant Requirements" has the meaning given to it in Condition 20.1(a).

"Relevant Terms" has the meaning given to it in Condition 20.2.

"Replacement Contractor" means any third party service provider of Replacement Services appointed by the Customer from time to time (or where the Customer is providing replacement Services in-house, the Customer)

"SEO enhanced functionality" means search engine optimisation functionality developed by the Contractor for the Customer

"Services" has the meaning given to it in paragraph 1 Schedule 1 (SERVICES)

"Staff" means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement

"Sub-processor": any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement

"System" means the functional components of the website

"Successful Functional Delivery" means that the website has been developed, tested, and accepted by the Customer as meeting the full requirement suite and is functionally capable of supporting either Customer created or yet to be created standard format content.

"Term" means the period from the Service Provision Date to the Expiry Date

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

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

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

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

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

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

"Webform" means the Customer provided complaint form or forms which is/are completed by a member of the public on the website

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

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

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

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

2. Variation of Conditions

The Services shall be supplied in accordance with these Conditions. Any conditions which the Contractor may seek to impose and which in any way add to, vary or contradict these Conditions shall be excluded

and not form part of the Contract, unless each of such conditions has been specifically agreed to in writing by THO in accordance with Schedule 3 (CHANGE CONTROL PROCEDURES).

Acceptance of an Order shall be deemed to bind the Contractor to these Conditions and the Services shall not be supplied or performed by the Contractor, his employees, agents or representatives, except in accordance herewith.

The Contract contains the whole agreement between the Parties in respect of its subject matter and supersedes and replace any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in the Contract

3. Contractor's Status

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

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

4. Contractor's Personnel

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

5. Manner of Carrying out the Services

- 5.1 The Contractor shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining THO's prior consent.
- 5.2 Access to the Premises shall not be exclusive to the Contractor but only such as shall enable it to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as the THO may reasonably require.
- 5.3 THO shall have the power at any time during the progress of the Services to order in writing:
 - (a) the removal from the Premises of any materials which in the opinion of THO are either hazardous, noxious or not in accordance with the Contract, and/or
 - (b) the substitution of proper and suitable materials, and/or
 - (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment thereof of any work which, in respect of material or workmanship or otherwise is not in the opinion of THO in accordance with the Contract.
- 5.4 On completion of the Services the Contractor shall remove its plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.

6. Time of Performance

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

7. Forms

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

8. Free-Issue Materials

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

9. Audit

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

10. Patents and Information

10.1 It shall be a condition of the Contract that the Services (other than those parts of the Services which incorporate designs furnished by THO) shall not infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual or industrial property of any third party and the Contractor shall indemnify the THO against all actions, claims, demands, costs and expenses which THO may suffer or incur as a result of or in connection with any claim by a third party that such elements of the Services are so infringing.

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

- (a) furnished to or made available to the Contractor by THO are hereby assigned to and shall vest in THO absolutely; or
- (b) prepared by or on behalf of the Contractor for use, or intended use, in relation to the performance of the Contract are hereby assigned to and shall vest in THO absolutely unless otherwise prohibited by third party software licencing terms. In all the circumstances the Contractor warrants that THO has the right to use all such third party software in the execution and performance of the Services.
- (c) The Contractor shall not and shall procure that the Staff shall not (except to the extent necessary for the implementation of the Contract) without prior written consent of THO use or disclose any such specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to the Contract) which the Contractor may obtain pursuant to or by reason of the Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (but without prejudice to the generality of the foregoing) the Contractor shall not refer to THO or the Contract nor use THO's logo or other identifier in any advertisement or other public announcement without THO's prior written consent.

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

11. Default by Contractor

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

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

11.2 In the event of Contractor default which results in early termination of contract, the only sums payable to the Contractor shall be for work already delivered by the Contractor and accepted by the Customer.

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

12. Force Majeure

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

13. Price and Payment

13.1 The Charges shall be 'net', that is, after deduction of all agreed discounts. The amount of any duty additional to the Charges and any early settlement discounts shall be shown separately in the Contract.

13.2 Payment for the Services rendered, unless stated otherwise in the Contract, shall be made ten days after receipt by THO of a correctly rendered invoice. THO will seek to encourage genuine early settlement discounts whenever possible. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge. Delays in payment of invoices are possible if the Contractor does not show THO's Order number on its invoices. Payment terms shall not be varied without the express authority of THO.

13.3 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract or under any other contract with THO.

14. Warranties

14.1 The Contractor warrants to THO that the Services shall be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for THO to expect in all the circumstances (such standard shall be no less than Good Industry Practice)

14.2 Without prejudice to any other right or remedy if the Services or any part thereof are not performed in accordance with the Contract then THO shall be entitled:

- (a) at THO's option to require the Contractor to supply a replacement for the Services in accordance with the Contract within the time stated in writing by THO; or
- (b) at THO's sole option and whether or not THO has previously required the Contractor to supply any replacement for the Services to require the repayment of any part of the Charges which have been previously paid in respect of the deficient Services.

15. Limitation of Liability

15.1 Nothing in this Contract shall limit the liability of any person for losses, damages, claims, demands, actions, costs, charges, expenses and liabilities arising directly or indirectly as a result of:

- (a) personal injury or death arising from its negligence, or

(b) fraud, or

(c) any other liability which cannot be limited under applicable Law.

15.2 Subject to Condition 15.1, neither party shall be liable to the other party pursuant to this Contract, whether in contract or otherwise howsoever arising, for any loss of business, loss of opportunity, loss of goodwill or loss of anticipated savings or any indirect or consequential losses or damages.

15.3 Subject to Conditions 15.1, 15.2, the maximum aggregate liability of the Contractor for breach of this Contract shall be £20,000.

15.4 The Contractor's liability pursuant to Condition 30 shall not be subject to the limit set out in Condition 15.3 and shall be uncapped.

16. Insurance

16.1 The Contractor shall insure against its full liability under Condition 15. The requirements on the Contractor to have in place such insurance shall be a condition of the Contract.

16.2 The Contractor shall procure that each of its sub-contractors have in place appropriate insurance to cover its obligations as such relate to this Contract.

16.3 The Contractor upon request shall produce to THO or cause any sub-contractor to produce documentary evidence that the insurance is properly maintained.

16.4 If the Contractor defaults in insuring, THO may itself effect insurance and charge the cost together with an administrative charge of 5% to the Contractor.

17. Transfer and Sub-Contracting

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

18. Patents, etc.

The Charges shall include all royalties, licence fees or similar expenses required in respect of the receipt and use of the Services by THO and/or the making, use or exercise by the Contractor of any invention or design for the purpose of performing the Contract.

19. Confidentiality

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

20. Anti-Bribery and Corruption

20.1 The Contractor shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with THO's ethics, anti-bribery and anti-corruption policies and all relevant industry codes on anti-bribery or anti-corruption, in each case as THO or the relevant industry body may update them from time to time ("Relevant Policies");
- (d) have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Condition 20.1(b), and will enforce them where appropriate;
- (e) promptly report to THO any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract;
- (f) immediately notify THO (in writing) if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor (and the Contractor warrants

that it has no foreign public officials as officers, employees or direct or indirect owners at the Effective Date); and

- (g) within 2 (two) months of the Effective Date, and annually thereafter, certify to THO in writing signed by an officer of the Contractor, compliance with this Condition 20.1 by the Contractor and all persons associated with it under Condition 20.2. The Contractor shall provide such supporting evidence of compliance as THO may reasonably request.
- 20.2 The Contractor shall ensure that any person associated with the Contractor who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in Condition 20.1 ("Relevant Terms"). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to THO for any breach by such persons of any of the Relevant Terms.
- 20.3 For the purpose of Condition 20.1 and 20.2, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Condition 20 a person associated with the Contractor includes any sub-contractor of the Contractor.
- 20.4 Breach of Condition 20.1 shall be deemed a material breach under this Contract and if the Contractor, or any member(s) of Staff, engages in conduct prohibited by Condition 20.2, THO may, notwithstanding any other Condition:
 - (a) terminate this Contract; and
 - (b) recover from the Contractor the full amount of any liabilities, costs, damages, claims, expenses or losses suffered by THO resulting from the termination, including the cost reasonably incurred by THO of making other arrangements for the supply of the Services and any additional expenditure incurred by THO throughout the remainder of the Term.
- 20.5 The Contractor shall take all reasonable steps to prevent fraud by the Staff in connection with this Contract and its subject matter and the receipt of any monies from THO.
- 20.6 The Contractor shall notify THO immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur in connection with this Contract, its subject matter or the receipt of any monies from THO.
- 20.7 If the Contractor or any member of Staff commits any fraud in relation to this Contract, THO may, notwithstanding any other Condition:
 - (a) terminate this Contract; and
 - (b) recover from the Contractor the amount of any liabilities, costs, damages, claims, expenses or losses suffered by THO resulting from the termination, including the cost reasonably incurred by THO of making other arrangements for the supply of the Services and any additional expenditure incurred by THO throughout the remainder of the Term.
- 20.8 THO's rights and remedies under this Contract shall survive inspection, acceptance and payment.
- 20A Modern Slavery**
- 20A.1 The Contractor shall at all times comply with:
 - (a) all applicable Laws, regulations and sanctions relating to modern slavery and human trafficking including but not limited to the Modern Slavery Act 2015; and
 - (b) any anti-slavery policy adopted by THO from time to time.
- 20A.2 The Contractor shall implement and maintain throughout the Term due diligence procedures for its own suppliers, permitted sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 20A.3 The Contractor shall notify THO as soon as it becomes aware of:
 - (a) any breach, or potential breach, of any anti-slavery policy adopted by THO from time to time; or
 - (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

PROTECT COMMERCIAL

20A.4 The Contractor shall permit THO, and any person nominated by it for this purpose, to have such access on demand to the Contractor's premises, personnel, systems, books and records as THO may require to verify the Contractor's compliance with this Condition 20A.

21. Insolvency

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

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

provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to THO.

22. Effect of Termination

In advance of expiry of the Contract or otherwise upon THO informing the Contractor that it intends to terminate the Contract pursuant to Clause 3 (Duration) the Parties acknowledge and agree that the provisions of Schedule 6 (EXIT AND SERVICE TRANSFER ARRANGEMENTS) shall apply. The Contractor shall comply with the provisions of Schedule 6 (EXIT AND SERVICE TRANSFER ARRANGEMENTS) without undue delay.

23. Notice

Any notice required to be given in writing under the Contract shall be sent by email, facsimile or by first class post, addressed to the address of the party for which it is intended shown on the signature page of the Contract or to such other address as may be notified in writing in accordance herewith for the purposes and shall be deemed to have been received in the case of an email or facsimile at 9:00 am on the next Working Day after transmission and in the case of a letter forty-eight hours after posting. In proving service by letter it shall be sufficient to show that the envelope containing the notice was properly addressed and stamped and duly posted.

24. Waiver

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

25. Validity

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

26. Dispute

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

27. Observance of Legal Requirements

The Contractor shall carry out the obligations of the Contract in a manner that conforms with any relevant legal requirements and in accordance with all applicable Laws.

28. Rights of Third Parties

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

29. Freedom of Information

29.1 The Contractor acknowledges that THO voluntarily complies with legislative responsibilities which may require the release of information under the Freedom of Information Act 2000 ("FOIA") and/or the Environmental Information Regulations 2004 ("EIR") and that THO may be under an obligation to provide information on request. Such Information may include matters relating to, arising out of or under this Contract.

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

29.2.1 exempted from disclosure under FOIA or EIR (as applicable) THO will as soon as reasonably practicable after receiving a valid request under FOIA or EIR to disclose such information, notify the Contractor of that fact and (unless requested or agreed otherwise by the Contractor) rely on the FOIA exemption in relation to confidentiality (section 41 FOIA) or the equivalent exemption under EIR and will not, subject to Condition 29.3:

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

29.2.2 confidential information of the Contractor that is not exempted from disclosure under FOIA or EIR (as applicable) ("Contractor Confidential Information"), THO will consult with the Contractor as soon as reasonably practicable and will not, subject to Condition 29.3:

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

to the extent that, in THO's opinion, a relevant exemption is applicable in accordance with the relevant section of FOIA and/or EIR in the circumstances.

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

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

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

29.5.1 THO (acting in good faith) notifies the Contractor in response to the Contractor's request under Condition 29.4 that it has no wish to pursue any action or appeal for its own purposes and that but for the Contractor's request would disclose the information; and

29.5.2 THO will use reasonable endeavours to consult with the Contractor before incurring any such costs.

29.6 In the event that THO receives a Request for Information and requires the Contractor's assistance in obtaining such Information, the Contractor will respond to any related request for assistance from THO, at its own cost and within five (5) days of receiving the request for assistance

30 Data Protection

- 30.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 30.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 30.3 The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 30.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor; (
 - C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

30.5 Subject to clause 30.6, the Contractor shall notify the Customer immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event. 1.6 The Contractor's obligation to notify under clause 1

30.6 The Contractor's obligation to notify under clause 30.5 shall include the provision of further information to the Customer in phases, as details become available

30.7 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 30.5 and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

(a) the Customer with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Customer following any Data Loss Event;

(e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

30.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects
- 30.9 The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 30.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 30.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
 - (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 30.11 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 30.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 30.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 30.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 31 Transparency obligations
 - 31.1 The Parties acknowledge that
 - (a) The content of this Contract including any changes to this Contract agreed from time to time, except for-
 - (1) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Customer; and
 - (2) Commercially Sensitive Information; (together the "Transparency Information") are not Confidential Information.
 - 31.2 Notwithstanding any other provision of this Contract, the Contractor hereby give its consent for the Customer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Customer, shall, prior to publication, consult with the Contractor on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
 - 31.3 The Contractor shall assist and co-operate with the Customer to enable the Customer to publish the Transparency Information
 - 31.4 If the Customer believes that publication of any element of the Transparency Information would be contrary to the public interest, the Customer shall be entitled to exclude such information

from publication. The Customer acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Customer acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Contractor.

- 31.5 The Customer shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Contract is being performed, having regard to the context of the wider commercial relationship with the Contractor.

32 Law

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

Schedule 1 - SERVICES

1. Introduction

- 1.1 When requested to do so, the Contractor shall provide qualified and competent staff in the execution of the requirements detailed in this Schedule the "Services".

2. Service requirements

2.1 Not used

- 2.2.1 The Contractor shall design and develop the website to achieve Successful Functional Delivery at least by the Deadline date.
- 2.2.2 The Contractor shall design and develop a website for the Customer on the following service requirements
- 2.2.3 The Contractor shall develop the system using open software either Wordpress or Drupal
- 2.2.4 The Contractor shall build the source code in a manner which minimises lag time for users
- 2.2.5 The Contractor shall ensure that the functionality is capable of supporting multiple device easy to read access for mobile phones, tablets and android devices
- 2.2.6 The Contractor shall develop the website in a manner which is consistent with Industry best practices for current website design accessibility and presentation
- 2.2.7 The Contractor shall configure Customer Webform(s) and ensure they are available on the website for completion by the public
- 2.2.8 The Contractor shall ensure that the Customer Webform is capable of being sent by the System to the Customer Case Management System or Workpro
- 2.2.9 The Contractor shall develop functionality to enable file attachments to be uploaded to the Customer Webform in all standard formats and virus checked before transmission to Customer Case Management System
- 2.2.10 The Contractor shall develop the System to reject attachments that fail the virus checking before transmission and alert the sender to the failure and record the failure in System logs
- 2.2.11 When a Webform is submitted, an automated message of successful delivery or failed delivery shall be displayed
- 2.2.12 The System shall be capable of presenting external calendar dates with links to redirect user to external booking sites
- 2.2.13 The System shall be designed to facilitate inhouse content amendment and update
- 2.2.14 The System shall have the functionality to present video and audio to users
- 2.2.15 The System shall be optimised for SEO and have search functionality within the site such as word and string search with fully indexed search facilities such as date/subject filters where required
- 2.2.16 The Contractor shall migrate where requested Customer identified website legacy data such as existing organisational content, business plans, annual reports in a manner to avoid any interruption in website availability
- 2.2.17 The Contractor shall develop the website in a manner which facilitates future deployment of webchat functionality
- 2.2.18 The Contractor shall develop spam and bot functionality protection to minimise threat of organised attack on the website

- 2.2.19 The Contractor shall develop the website to interact with all industry standard web browsers
- 2.2.20 The Contractor shall develop the website with current cyber security protection mechanisms to minimise online security threats to the Customer's connected systems
- 2.2.21 The Contractor to provide web analytic capability such as Google Analytics to track web site usage
- 2.2.22 The Contractor shall build website functionality which is at all times compliant with GDPR regulations
- 2.2.23 The Contractor shall provide functionality which permits users to use look up lists using Customer Case Management API
- 2.2.24 The Contractor shall provide hosting capability for the website on a secure platform with a minimum uptime SLA of 99.5%
- 2.2.25 The Contractor shall provide video hosting on a video hosted platform such as YouTube or Vimeo which maximises on concurrent usage and view time.
- 2.2.26 The Contractor shall develop the website using the Customer provided site map in 2.3.24 as a guide
- 2.2.27

Objects	Description
Home page	<ul style="list-style-type: none"> News/images/links/services/webforms/social media feeds
Webforms	<ul style="list-style-type: none"> Mandatory input fields/drop down menu options/different pathways depending on options selected /validation/submission confirmation
Case studies	<ul style="list-style-type: none"> Images/PDFs/jpgs. Searchable section including advanced search
News	<ul style="list-style-type: none"> Press releases, news archive
Information pages	<ul style="list-style-type: none"> Fact sheets/complaints data/search functions/print capability
Calendar	<ul style="list-style-type: none"> Booking dates and contacts for external booking sites
Learning tools and guidance	<ul style="list-style-type: none"> Guidance/reports/links to e-learning/webinars/ podcasts
Videos/podcasts	<ul style="list-style-type: none"> Categories/libraries/feedback comments
Newsletters/Blogs	<ul style="list-style-type: none"> Easy to upload additions and most recent presented automatically. Enable individual users to sign up to receive
Recruitment	<ul style="list-style-type: none"> Including online applications
Directory	<ul style="list-style-type: none"> Searchable membership directory linked to Workpro

- 2.2.28 T
The Contractor shall provide training to inhouse site administrators as part of the development and design stage

- 2.2.29 The Contractor shall provide ongoing support for the website [to be inserted on contract award]

3. Data Protection

- 3.1 The Contractor shall treat all Customer data in a manner wholly compliant with the GDPR regulations and in accordance with the Conditions of Contract.

Annex A to Schedule 1 – SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. Schedule Processing, Personal Data and Data Subjects

1.1 The Contractor shall comply with any further written instructions with respect to processing by the Customer

1.2 Any such further instructions shall be incorporated into this Schedule

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

PROTECT COMMERCIAL

Support and maintenance – The day rate for change where the monthly 2 hour support allocation or the rolled over support hours where accumulated, is insufficient to fund the change. ❖ Change	£525 or part thereof
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Hosting Arrangements	£
Annual fixed charge - provision of a VM <ul style="list-style-type: none">• 4 vCPU• 4GB RAM• 100GB Storage• A free LetsEncrypt SSL certificate will be registered for the website (HTTPS)	£1,188 p.a.
Annual fixed charge - Akismet anti-spam service	£48 p.a.

5. Invoicing

- 5.1. Invoicing must be submitted to invoices@housing-ombudsman.org.uk. The Order number must be quoted including sufficient detail to enable the invoice be paid. Payment terms are ten (10) days in arrears.

Schedule 2 – CHARGES SCHEDULE

1. Introduction

- 1.1. This schedule sets out the Charges which the Customer shall pay to the Contractor for the Services over the duration of the contract. No provision for indexation is included in the contract pricing structure.
- 1.2. The Services are delivered as a design/development and functional release phase followed by the provision of ongoing support. Costs and payment mechanisms associated with this delivery model are outlined in Section 2 below.
- 1.3. Travel and subsistence rates are those applying at the time of contract and in line with internal policy. Should that policy change the Contractor shall be informed and any proposed amendment agreed between the Parties.

2. Payment for Design & development phase

- 2.1. The design and development phase carries fixed milestone payment values as stipulated in Table 1 below
- 2.2. Table 1 Milestone payments

Milestone	Description	Value
Implementation Plan	A plan which is provided by the Contractor to the Authority within 10 days of contract award showing how the supplier intends to deliver the website	£2,357.10
Design/Development	The supplier has developed the website according to the requirements specification in Schedule 1	£9,428.40
Functional Acceptance	The website has been user tested and accepted by the Customer as performing in line with the requirements including its ability to accept either Customer created or yet to be created standard format content	£11,785.50

3. Incentive Payments for early delivery of website

- 3.1 The Customer shall pay the Contractor an additional £1,000 (excluding VAT) for each full week of early delivery of the website in advance of the Deadline Date up to a maximum of 4 weeks. To qualify for the incentive payments, the website has, as a minimum to achieve and be considered a Successful Functional Delivery by the earlier date.

4. Ongoing support arrangements

Support Arrangements	£
<p>The annual fixed price maintenance charge is priced at 2 hours per month</p> <p>The Contractor shall provide the support in 30 minute increments providing up to 4 increments in a calendar month. If a support request exceeds, or will exceed the first 30 minute increment, the Contractor shall seek authorisation from the Customer to proceed.</p> <p>Customer unused monthly support allocations shall be capable of rolling over up to a maximum of 3 months support (ie 6hrs) at which time if remaining unused, the Customer support hours shall revert to the maximum monthly provision of 2 hours.</p> <p>The Contractor shall provide support to the Customer for any of the following skill topics below</p> <ul style="list-style-type: none"> • Advice and guidance • Design work • Solution Development • Content services • Consultancy 	<p>£1,800 p.a. (2 hrs support per month)</p>
	Daily rate £

Schedule 3 – CHANGE CONTROL

1. Change Control Principles

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

2. Contract Change Control Procedure

- 2.1 A completed pro-forma (see Annex A) to this Schedule shall constitute a request for change (Part A).
- 2.2 The Customer shall assign a unique reference to the request for change.
- 2.3 The Contractor shall impact the change request (Part B) within a 10 working day period providing details of costs where that is appropriate.
- 2.4 Once the Change has been impacted the Customer and the Contractor shall conclude the variation within 5 days.
- 2.5 A signed variation (Part B) constitutes an amendment to the Contract.
- 2.6 THO and the Contractor shall each bear its own costs associated with preparing and agreeing a Change in accordance with the Change Control Procedure

Change control request and impact assessment Pro-forma

PART A		CHANGE REQUEST FORM				
Title Of the Change:	Unique ID	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>				
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>						
Description of the Change		<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 2px;">Raised by:</td><td style="width: 50%;"></td></tr><tr><td style="padding: 2px;">Date</td><td></td></tr></table>	Raised by:		Date	
Raised by:						
Date						
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<div style="border: 1px solid black; height: 100px; width: 100%;"></div>						
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>						

PART B **IMPACT ASSESSMENT – to be completed by the Contractor**

Title of Change

Unique ID

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

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

Section 3 – Agreement of the Parties

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

Schedule 4 – KEY PERSONNEL

1. Introduction

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

Role Description	Contractor Personnel
Account Manager	Janet Symes
Project Managers	Charlie Rourke, Mike Chase
Client Services Manager	Beth James
Paula Doran	Finance Manager

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

Schedule 5 – CUSTOMER RESPONSIBILITIES

1. Introduction

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

2. Customer General Responsibilities

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

3. Customer Specific Responsibilities

The Customer shall enagage collaboratively with the Contractor in the delivery of the Services and provide Customer staff in a timely manner to undertake user acceptance testing when asked to do so by the Contractor.

Schedule 6 – EXIT AND SERVICE TRANSFER ARRANGEMENTS

1. Introduction

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

2. Objectives

- 2.1. The objectives of this Schedule are to

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

3. General

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

4. Asset Treatment

- 4.1. On request, the Contractor shall return to the Customer all Customer supplied documentation.

Schedule 7 – CONTRACTOR SOLUTION

1. Introduction

- 1.1. The Contractor shall deliver the Services to the Customer in accordance with its proposal to the Customer dated 8th January 2018 and incorporated into the Contract here .



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- 1.2. Where there is any conflict between the proposal and Schedule 1, Schedule 1 shall take precedence.

