

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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CR_4547 - Domestic and International Business Travel

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Order Form

CALL-OFF REFERENCE: CR 4547

THE BUYER: The Secretary of State for the Department of
Business and Trade

BUYER ADDRESS: Old Admiralty Building, London, SW1A 2BL

THE SUPPLIER: Clarity Travel Limited

SUPPLIER ADDRESS: 4th Floor, Churchgate House, 56 Oxford Street,
Manchester, M1 6EU, England

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14/09/2024.

It's issued under the Framework Contract with the reference number RM6164 for the provision of Public Sector Global Travel and Venue Solutions (PSGTVS).

CALL-OFF LOT(S):

Lot 2 (Solution B) - will cover domestic and international travel and venue find booked from UK point of sale only.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6164
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6164
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)

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- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Join Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6164
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) - Solution B
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms)
- 4. CCS Core Terms (version 3.0.7)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6164
- 6. Call-Off Schedule 4 (Call-Off Tender)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: Call-Off Schedule 12 (Clustering) shall apply to this Call-Off Contract.

CALL-OFF START DATE: 23rd April 2024

CALL-OFF EXPIRY DATE: 22nd April 2027

CALL-OFF INITIAL PERIOD: 36 months, with an option to extend the Call-Off Contract by a further 12 months at the sole discretion of the Buyer on 3 months' written notice to the Supplier.

CALL-OFF DELIVERABLES

See details in Call off Schedule 20 – (Call off Specification) and Call off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms).

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MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £25,000,000.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

PAYMENT METHOD

BACS

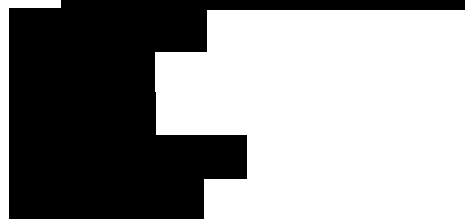
BUYER'S INVOICE ADDRESS:

All invoices should be sent, quoting a valid purchase order number (PO Number) in a PDF format, to the relevant authority at the addresses set out below including the following information:

- Invoice number
- Invoice date
- VAT registration number (where applicable)
- The Supplier's Company address and contact details
- The Supplier's bank details
- Addressed to the correct authority
- Invoiced per service (I.e. Air, Accommodation, Rail and Venue Hire)

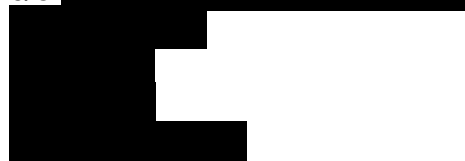
The Department for Business and Trade

c/o



The Trade Remedies Authority

c/o



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[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

HMG Security Policy Framework Version 1.1 – May 2018 available online at:

<https://www.gov.uk/government/publications/security-policy-framework>

Government Functional Standard GovS 007: Security Version 1.0 – 24 July 2020 available online at:

<https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Clarity, 4th Floor, Broadhurst House, 56 Oxford Street, Manchester M1 6EU

Email: [REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Clarity, 4th Floor, Broadhurst House, 56 Oxford Street, Manchester M1 6EU

Email: [REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

For the Implementation Period: bi-weekly calls

For the purposes of Paragraph 3.6.8 of Call-Off Schedule 13 (Implementation Plan), the frequency of the progress meetings during the Implementation Period shall be monthly on the first Working Day of each Month.

From the Operational Services Start Date:

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Monthly on the first Working Day of each calendar month. The Parties shall agree the members of the Operational Board and the location of board meetings during the Implementation Period. There will also be Quarterly Business Review meetings to discuss performance.

KEY STAFF

See Annex 1 to Call-Off Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Period is: one Month

A Critical Service Level Failure: A Critical Service Level Failure will be deemed to have occurred if the number of Service Credits the Supplier accrued in any Service Period exceeds 1,000 Service Credits.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There is a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 3 (Continuous Improvement) and Call-Off Schedule 4 (Call-Off Tender)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Finance Director	Role:	Commercial Director
Date:	11/9/2024	Date:	13/9/2024

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Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person includes an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
 - 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

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1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	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 of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"API"	has the meaning set out in Paragraph 2.1 of Call-Off Schedule 23 (Travel and Venue Solutions Terms);
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant

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	<p>Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) 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 Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out an audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;

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"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Booker"	has the meaning set out in Paragraph 2.1 of Call-Off Schedule 23 (Travel and Venue Solutions Terms);
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;

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"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

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"Central Government Body"	<p>a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or Supplier, including IPRs, together with information derived from the above, and any

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	other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: <ul style="list-style-type: none"> a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions;

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<p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>as b) costs incurred in respect of Supplier Assets which would be treated capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>and c) operational costs which are not included within (a) or (b) above, to extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>the d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>such f) amounts payable under Call-Off Schedule 16 (Benchmarking) where Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>	
<p>"Crown Body"</p>	<p>the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish</p>

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	Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 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 Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with the rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the

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	Buyer by either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained

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	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;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 11.2: a) in the first Contract Year, the Estimated Year 1 Charges; or b) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or c) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

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"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and i) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award

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	Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of the start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;

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"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of 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 within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: a) are supplied to the Supplier by or on behalf of the Authority; or b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	His Majesty's Revenue and Customs;
"ICT Environment"	the Buyer System and the Supplier System;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;

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"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implant"	has the meaning set out in Paragraph 2.1 of Call-Off Schedule 23 (Travel and Venue Solutions Terms);
"Implementation Plan"	the plan for the provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

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	<p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;

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"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 20 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	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

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	practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or) is submitted using an incorrect MI reporting Template; or a) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);

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"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) 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 in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Offline Booking Solution"	has the meaning set out in Paragraph 2.1 of Call-Off Schedule 23 (Travel and Venue Solutions Terms);
"Online Booking Solution"	has the meaning set out in Paragraph 2.1 of Call-Off Schedule 23 (Travel and Venue Solutions Terms);

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"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (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 Profit Margin; and ii) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework 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; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);

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"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;

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"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <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; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that the 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 such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.

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"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>) the actual or anticipated effect of the Default; and</p> <p>b) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agreed in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is a party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought</p>

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	reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;
"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 pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Part B of Call-Off Schedule 13 (Implementation Plan) or as agreed by the Parties where Call-Off Schedule 13 (Implementation Plan) is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;

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"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call-Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of

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	that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (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; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;

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"Super User"	has the meaning set out in Paragraph 2.1 of Call-Off Schedule 23 (Travel and Venue Solutions Terms);
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant

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	Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier System"	the information and communications technology system used by or on behalf of the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

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"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Travel/Expense s/Meeting Policy"	has the meaning set out in Paragraph 2.1 of Call-Off Schedule 23 (Travel and Venue Solutions Terms);
"Travellers"	has the meaning set out in Paragraph 2.1 of Call-Off Schedule 23 (Travel and Venue Solutions Terms);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details	
This variation is between:	Department of Business and Trade ("the Buyer") And Clarity Travel Limited ("the Supplier")
Contract name:	Public Sector Global Travel and Venue Solutions (PSGTVS) ("the Contract")
Contract reference number:	CR_
Details of Proposed Variation	
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: ● [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ [insert amount]
	Additional cost due to variation: £ [insert amount]
	New Contract value: £ [insert amount]

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- 1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer.
- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation. Signed by an authorised Buyer.

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have.

1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice.

1.2.2 (So far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principal's clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third-party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers.

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

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0. What happens if you aren't insured

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

1. Evidence of insurance you must provide.

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

2. Making sure you are insured to the required amount.

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract, then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

3. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination, or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

4. Insurance claims

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

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- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] one million pounds (£1,000,000).
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than ten million pounds (£10,000,000); and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] ten million pounds (£10,000,000).

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Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	23/04/2024	[REDACTED]	Indefinite
2	23/04/2024	[REDACTED]	Indefinite
3	23/04/2024	[REDACTED]	Indefinite

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment, or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice.
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any

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allegation of slavery or human trafficking offenses anywhere around the world.

3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions.

3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract.

3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3.

3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors.

3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors.

3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment.

4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter.

4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned.

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4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements.

5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing.

5.1.3 ensure that use of overtime used responsibly, taking into account:

- (a) the extent.
- (b) frequency; and
- (c) hours worked.

by individuals and by the Supplier Staff as a whole.

1.2 The total hours worked in any seven-day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

1.3 Working hours may exceed 60 hours in any seven-day period only in exceptional circumstances where all of the following are met:

1.3.1 this is allowed by national law.

1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce.

appropriate safeguards are taken to protect the workers' health and safety; and

1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents, or emergencies.

1.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

2. Sustainability

2.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

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Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Subcontract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests.
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number.
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor.
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms.
 - 1.4.4 for CCS if requested, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period.
 - 1.4.5 for the Buyer if requested, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call-Off Contract Period; and
 - 1.4.6 (Where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts.
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively.
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier.
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer.
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract and associated Call-Off Schedules in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection).
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the Security Requirements.
 - (d) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute.
 - (e) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (f) the conduct of audits set out in Clause 6 (Record keeping and reporting).
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- | | |
|-----------------------------------|---|
| "Credit Rating Threshold" | 1 the minimum credit rating level for the Monitored Company as set out in Annex 2 and |
| "Financial Distress Event" | <p>2 the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"> a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold. b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects. c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party. d) Monitored Company committing a material breach of covenant to its lenders.) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or a) any of the following: <ul style="list-style-type: none"> i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract. ii) non-payment by the Monitored Company of any financial indebtedness. iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or |

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- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company
- 3 in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;
- "Financial Distress Service Continuity Plan"** 4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
- "Monitored Company"** 5 Supplier and
- "Rating Agencies"** 6 the rating agencies listed in Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive:
 - 2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
 - 2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the longterm credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the

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Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

D

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company];
- B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored]; and
- D is the value at the relevant date of the current liabilities of the Monitored Company].

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

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4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract.

4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1,

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submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.64.6.

4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4.

5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good.

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

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ANNEX 1: RATING AGENCIES

Company Watch H-Score [0-100]

Dun and Bradstreet Failure Score [1-100]

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Current Ratings for the Framework Contract

	Credit Rating
Entity	Dun and Bradstreet Failure Score
Supplier	

Current Ratings for the Call-Off Contract

	Credit rating
Entity	Company Watch H-Score
Supplier	

	Credit Rating
Entity	Dun and Bradstreet Failure Score
Supplier	

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Joint Schedule 8 (Guarantee)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Framework Guarantor"	any person acceptable to CCS to give a Framework Guarantee;
"Framework Guarantee"	a deed of guarantee in favour of CCS and all Buyers in the form set out in the Annex to this Schedule.

2. Framework Guarantee

- 2.1 Where CCS has notified the Supplier that the award of the Framework Contract is conditional upon receipt of a valid Framework Guarantee, then on or prior to the execution of the Framework Contract, as a condition for the award of the Framework Contract, the Supplier must have delivered to CCS:
- 2.1.1 an executed Framework Guarantee from a Framework Guarantor; and
 - 2.1.2 a certified copy extract of the board minutes and/or resolution of the Framework Guarantor approving the execution of the Framework Guarantee.
- 2.2 If the Supplier fails to deliver the documents as required by Paragraphs 2.1.1 and 2.1.2 above within 30 days of request then CCS shall be entitled to terminate this Framework Contract without liability and the Buyer shall be entitled to terminate the Call-Off Contract without liability.
- 2.3 Where the CCS has procured a Framework Guarantee from the Supplier pursuant to Paragraph 2.1 CCS may terminate this Framework Contract by issuing a Termination Notice to the Supplier where:
- 2.3.1 the Framework Guarantor withdraws the Framework Guarantee for any reason whatsoever;
 - 2.3.2 the Framework Guarantor is in breach or anticipatory breach of the Framework Guarantee;
 - 2.3.3 an Insolvency Event occurs in respect of the Framework Guarantor;
 - 2.3.4 the Framework Guarantee becomes invalid or unenforceable for any reason whatsoever; or
 - 2.3.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the CCS;
- and in each case the Framework Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to CCS.
- 2.4 Notwithstanding Clause 19 (Other people's rights in a contract), this Schedule (Guarantee) is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the CRTPA.

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Annex 1 – Form of Guarantee

[REDACTED]

- AND -

THE SECRETARY OF STATE FOR THE DEPARTMENT FOR INTERNATIONAL TRADE

DEED OF GUARANTEE

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DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the 26th day of August 2024

PROVIDED BY:

[REDACTED] a company incorporated in England and Wales with
number [REDACTED] whose registered office is at [REDACTED]
[REDACTED] ("**Guarantor**")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

"CCS"	has the meaning given to it in the Framework Contract;
"Beneficiary(s)"	means CCS and all Buyers under all Call-Off Contracts and "Beneficiaries" shall be construed accordingly;
"Call-Off Contract"	has the meaning given to it in the Framework Contract;
"Framework Contract"	means the Framework Contract with Framework Reference RM6164 for the Services dated on or about the date hereof made between CCS and the Supplier;
"Guaranteed Agreement(s)"	means the Framework Contract and all Call-Off Contracts made between the Beneficiary and the Supplier from time to time;
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
"Services"	has the meaning given to it in the Framework Contract;

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“Supplier”	means [Insert the name, address and registration number of the Supplier as each appears in the Framework Award Form];
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- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

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- 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.4 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:



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For the Attention of [REDACTED]
or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
 - 4.2.1 if delivered by hand, at the time of delivery; or
 - 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
 - 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
 - 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
 - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver,

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- voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may

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be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

8.1.1 exercise any rights it may have to be indemnified by the Supplier;

8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;

8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

8.1.5 claim any set-off or counterclaim against the Supplier;

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be

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held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
- 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
- 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

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10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee 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 hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor

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shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

Portman Travel Group Limited acting by

Director

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Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance] Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[ad] date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[ad] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X Working Days]		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	

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Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Status of the Parties

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Contract and/or any Order(s) made under this Contract means the Buyer is the Data Controller and the Supplier is the Data Processor for the purposes of the GDPR. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annexes 1A, 1B and 1C (*Processing Personal Data*) by the Controller. Processing is not authorised by the Data Controller where the purpose of the processing is for Marketing or advertising of services/ products.
2. The Parties further recognise that the Personal Data Processed under the Contract, has, if subject to a Personal Data Breach, the potential to expose:
 - (a) Data Subjects to a high risk of harm and/or injury.
 - (b) the Relevant Authority to potential liability under employment and health and safety legislation.
 - (c) the interests of the Buyer, HM Government, CCS and/or other third parties.
3. The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) ensure that it has implemented and maintains Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Relevant Authority or its nominated representative may reasonably reject (but failure to reject shall not amount to approval by the Relevant Authority of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the Personal Data to be protected.
 - (ii) harm that might result from a Personal Data Breach.
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures.
 - (b) ensure that it is compliant with and that it maintains its compliance with the requirements set out in:
 - (i) Call-Off Schedule 9 (Security);
 - (ii) Cyber Essentials Plus – as set out in Framework Schedule 9 (Cyber Essentials Scheme).
 - (iii) this Joint Schedule 11; and
 - (iv) in relation to Solution A only, Joint Schedule 13 (Security Terms);
 - (c) ensure that:
 - (i) its Personnel will not Process Personal Data except where:

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- (A) necessary for the provision of the Services.
- (B) necessary to comply with any legal obligations imposed on the Supplier.
- (C) authorised to do so by the Relevant Authority or its nominated representative.

and to the extent required by Law is set out in the Supplier's privacy notice (a "Privacy Notice"), issued by the Supplier.

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Supplier's duties under this Joint Schedule 11 and Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information) of the Core Terms.
- (B) are subject to appropriate confidentiality undertakings with the Supplier or any Subcontractor appointed by the Supplier.
- (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 Relevant Authority or its nominated representative or as otherwise permitted by the Contract; and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data.

(d)

- (i) the Supplier will not transfer, or allow to be transferred, any Personal Data outside of the UK, EU, or EEA unless the prior written consent of the Relevant Authority or its nominated representative has been obtained and that either of the following conditions are fulfilled:

- (ii) the Relevant Authority or its nominated representative has consented to the transfer to the recipient and the following conditions are met:

- (A) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with Article 46 of the GDPR) as determined by the Controller.
- (B) the Data Subject has enforceable rights and effective legal remedies.
- (C) the Processor 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 Supplier in meeting its obligations).
- (D) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

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- (E) the Supplier maintains a copy of the Personal Data transferred outside the EU within the United Kingdom.
4. Subject to Paragraph 5 of this Joint Schedule 11, the Supplier shall promptly and without undue delay notify the Relevant Authority or its nominated representative immediately if in relation to its Processing of Personal Data under or in connection with the Contract if it:
 - (a) receives any complaint or communication relating to either Party's obligations under the Data Protection Legislation.
 - (b) receives any communication from the Information Commissioner or any other regulatory authority in connection with any Personal Data Processed under the Contract.
 - (c) 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.
 - (d) becomes aware of, or has a reasonable suspicion that Personal Data Breach has occurred in respect of any Personal Data Processed under this Contract; or
 - (e) becomes aware that it is, or will be, in breach of any other obligations set out in:
 - (i) Call-Off Schedule 9 (Security).
 - (ii) Cyber Essentials Plus – as set out in Framework Schedule 9 (Cyber Essentials Scheme).
 - (iii) this Joint Schedule 11; and/or
 - (iv) in relation to Solution A only, Joint Schedule 13 (Security Terms).
 5. The Supplier's obligation to notify under Paragraph 4 of this Joint Schedule 11 shall include the provision of further information to the Relevant Authority or its nominated representative, as details become available or as reasonably requested by the Relevant Authority or its nominated representative(s).
 6. Taking into account the nature of the Processing, each Party shall assist the other Party in respect of each of their obligations under Data Protection Legislation and in relation to any complaint, or communication made under Paragraph 4 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Relevant Authority) including by immediately providing:
 - (a) the other Party with full details and copies of the complaint or communication.
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation.
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject.
 - (d) assistance as requested by other Party following any Personal Data Breach; and/or

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- (e) assistance as requested by other Party with respect to any request from the Information Commissioner's Office, or any consultation by the Controller, with the Information Commissioner's Office.
- 7. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with:
 - (a) this Joint Schedule 11.
 - (b) Call-Off Schedule 9 (Security); and
 - (c) in relation to Solution A only, Joint Schedule 13 (Security Terms).
- 8. The Supplier shall provide the Relevant Authority or its nominated representative with access to all relevant documents, including:
 - (a) their data protection policies, standards and procedures documentation.
 - (b) records required to be retained under Paragraph 7 of this Joint Schedule 11.
 - (c) the information required under Paragraph 21 of this Joint Schedule 11.
 - (d) systems.
 - (e) any records collected or retained by the Supplier in respect of any Processing of Personal Data in accordance with the obligations imposed on it by Joint Schedule 13 (Security Terms) and Call-Off Schedule 9 (Security);
 - (f) premises.
 - (g) any Data Protection Impact Assessment.
 - (h) Traveller profiles; and/or
 - (i) access to individuals.

in each case which is involved in or relates to the Processing of Personal Data, on reasonable written notice, for the purposes of allowing the Relevant Authority or their nominated representative(s), to undertake an audit of the Supplier's compliance with the Contract. Such information to be treated as confidential and solely for the purposes of ensuring and monitoring compliance with the Contract.

- 9. The Parties shall designate and provide the name and contact details of:
 - (a) their Data Protection Officer, if one is required by the Data Protection Legislation, or

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- (b) an individual responsible for Data Protection/Data Security compliance (the “Responsible Individual”), either generally or specifically in respect of the Processed Personal Data.

and in the event of a change in who is the Data Protection Officer or Responsible Individual of a Party that Party shall promptly notify the other Party of the change, including providing the contact details of the new Data Protection Officer/Responsible Individual.

- 10. Before allowing any Subcontractor or Key Subcontractor to Process any Personal Data related to the Contract, the Supplier must:

- (a) notify the Relevant Authority in writing of the intended Subcontractor or Key Subcontractor and the Processing activities that intended Subcontractor will be undertaking.
- (b) obtain the written consent of the Relevant Authority prior to the provision of Personal Data to that intended Subcontractor or Key Subcontractor.
- (c) provide such information that the Relevant Authority may reasonably require so as to allow it to give its informed consent as set out in Paragraph 10(b) of this Joint Schedule.
- (d) enter into a written agreement with any Subcontractor or Key Subcontractor they engage which contains provisions equivalent to the following obligations set out in this Joint Schedule 11 in favour of the Relevant Authority:
 - (i) Call-Off Schedule 9 (Security);
 - (ii) Cyber Essentials Plus – as set out in Framework Schedule 9 (Cyber Essentials Scheme); and
 - (iii) the following provisions contained in this Joint Schedule 11:
 - (A) Paragraph 3(a) (c) and (d);
 - (B) Paragraph 4;
 - (C) Paragraph 5;
 - (D) Paragraph 6;
 - (E) Paragraph 8;
 - (F) Paragraph 10;
 - (G) Paragraph 11;
 - (H) Paragraph 12;
 - (I) Paragraph 13;
 - (J) Paragraph 14; and
 - (iv) in relation to Solution A only, Joint Schedule 13 (Security Terms).

- 11. The Supplier shall remain fully liable for all acts or omissions of any of its Subcontractors as may be engaged in a capacity as a Processor of the Supplier

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- (not for the avoidance of doubt as Processor of the Relevant Authority) and it shall appoint all such Processors in accordance with the Data Protection Legislation.
12. The Supplier will not, and will procure that its Subcontractors or Key Subcontractor will not, use any Traveller profiles following the expiry, termination or Termination Assistance Period of the Contract howsoever arising.
 13. The Supplier will, and will procure that its Subcontractors will, comply with the provisions of Call-Off Schedule 23 (Public Sector Travel and Venue Solutions Terms) in relation to the use, provision and deletion of Traveller profiles.
 14. The Supplier shall ensure that any Subcontractor appointed by them complies with the obligations set out in Paragraph 10(d), and provide, in respect of any Processing undertaken by that Subcontractor, in response to a written request by the Relevant Authority or its nominated representative, the information or access set out in Paragraph 8(a) to (h).
 15. The Relevant Authority or its nominated representative may, at their discretion and at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 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 the Contract).
 16. The Parties agree to take account of any guidance issued by:
 - (a) the Information Commissioner's Office;
 - (b) the European Data Protection Board;
 - (c) any relevant Central Government Body;

together with any court decisions relating to the Processing of Personal Data. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any such published guidance or court decisions.
 17. Each Party shall Process the Personal Data in compliance with its obligations under the applicable Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
 18. Each Party shall be responsible for their own compliance with:
 - (a) Articles 13 and 14 GDPR (the requirement to provide a "Privacy Notice") in respect of the Processing of Personal Data for the purposes of the Contract. The Supplier shall provide, to the Relevant Authority or its nominated representative, a copy of any Privacy Notice the Supplier proposes to issue under Article 13 and/or 14, and promptly consider and make relevant changes to deal with any comments made by the Relevant Authority or its nominated representative acting reasonably having regard to Data Protection Legislation;

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- (b) any other applicable obligations, as a Controller and Processor, as set out in the GDPR, including:
 - (i) in respect of any request (a “Data Subject Request”) made by or on behalf of a Data Subject, save where, in the view of that Party, it considers that the disclosure of that information could prejudice the interests of the other Party to this Contract, and in such a situation, it shall consult with the other Party. However, the final decision in respect of complying with, either fully or in part, any Data Subject Request lies solely with the Controller for dealing with the Data Subject Request taking account of Data Protection Legislation.
 - (ii) record keeping;
 - (iii) notifying the ICO or other applicable Supervisory Authority;
 - (iv) ensuring that all contracts with any Processors contain provisions compliant with the GDPR;
 - (c) the GDPR and any other Data Protection Legislation.
19. Each Party shall only provide Personal Data to the other Party:
- (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation and set out in any Privacy Notice; and/or
 - (c) where it is recorded it in Annex 1(a) to (c) (Processing Personal Data), to this Joint Schedule 11.
20. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Controller and Processor, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
21. The Supplier shall maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR and shall make the record available to the Relevant Authority or its nominated representative upon their reasonable written request.
22. Each Party shall notify the other Party promptly and without undue delay, and in any event within 24 hours, upon becoming aware of any Personal Data Breach or

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circumstances that are likely to give rise to a Personal Data Breach, and the Supplier shall provide the Relevant Authority with:

- (a) sufficient information and in a timescale which allows the other Party to consider what measures should be implemented to protect any Data Subjects who are or may be impacted by the Personal Data Breach:
 - (i) the nature of the Personal Data Breach;
 - (ii) the nature of Personal Data affected;
 - (iii) the categories and number of Data Subjects concerned;
 - (iv) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - (v) measures taken or proposed to be taken to address the Personal Data Breach; and
 - (vi) describe the likely consequences of the Personal Data Breach;
 - (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner (or other regulatory authority) in investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority or its nominated representative to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner or other regulatory authority investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph 22(a).
23. Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach by that Party as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach. In particular each Party shall:

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- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the Data Subjects, save as required by Law.
24. Personal Data shall not be retained or Processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1(a),(b) or (c) (Processing Personal Data) to this Joint Schedule 11, and shall thereafter be securely, and irretrievably destroyed or deleted.
25. If the Supplier is in material Default under any of its obligations under this Schedule, the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms.

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Annex 1 - Processing Personal Data

1. The contact details of the Buyer's Data Protection Officer are: [REDACTED] contactable at [REDACTED].
2. The contact details of the Supplier's Data Protection Officer are: [REDACTED] at [REDACTED].
3. The contact details of TRA Data Protection Officer are [REDACTED], contactable at [REDACTED].
4. The contact details of CCS's Data Protection Officer are [REDACTED] infosec@crowncommercial.gov.uk
5. Nothing in these Annexes is intended to indicate that any Party is acting as a Processor.

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Annex 1A – Correspondence Data

Description	Details
Identity of Controller for each Category of Personal Data	<p><i>The Parties acknowledge that the Buyer is the Data Controller, and the Supplier is the Data Processor, for the purposes of the Data Protection Legislation in respect of undertaking the following Processing activities:</i></p> <p><i>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. of information relating to the Business contact details of any directors, officers, employees, agents, consultants and contractors of the Relevant Authority</i></p> <p><i>for the purposes of managing the relationship between the Parties.</i></p>
Duration of the Processing	<p><i>The term of the Contract plus 7 years, unless specified otherwise in that Party's privacy notice and/or retention schedule, as notified to the other parties in writing.</i></p>
Nature and purposes of the Processing	<p><i>The Processing of Personal Data is for the purposes of managing the contractual relationship between the Parties and to evidence compliance with legal, professional and/or regulatory obligations on each Party, and is undertaken on the following purposes, as set out in Article 6 of the GDPR, including</i></p> <p><i>a) Where the Processing is necessary for:</i></p> <ul style="list-style-type: none"> <i>a. Compliance with a legal obligation to which that Party is subject;</i> <i>b. The performance of a task carried out in the public interest or in the exercise of official authority vested in that Party;</i> <i>c. The purposes of the legitimate interests pursued by that or any other third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular, where the data subject is a child (and in respect of the Relevant Authority, where no other grounds set out above are applicable); or</i>

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	<i>b) Where the data subject has consented to the Processing of their personal data for one or more specified purposes.</i>
Type of Personal Data	<ul style="list-style-type: none"> ○ <i>Name</i> ○ <i>Job title</i> ○ <i>Business Address;</i> ○ <i>Workplace telephone number;</i> ○ <i>E-mail address;</i> ○ <i>Authority</i> ○ <i>Any other personal data volunteered by the Data Subject</i>
Categories of Data Subject	<i>Employees of the Relevant Authority, Suppliers and/or Sub-Contractors (including contractors and employees of any contractors appointed by any of the Parties)</i>
Plan for return and destruction of the data once the Processing is complete	<i>Personal Data will be retained in accordance with each Party's retention schedule or privacy notice, unless required by law to retain this information for longer, and then securely and irretrievably deleted.</i>

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Annex 1B – Non special Category Personal Data

Description	Details
Identity of Controller for each Category of Personal Data	<i>The Supplier acknowledges that it is the Data Processor, and the Buyer acknowledges that it is the Data Controller, for the purposes of the Data Protection Legislation in respect of any Personal Data Processed in the course of the provision of the Services under this Contract or any Order made by, or on behalf of the Buyer.</i>
Duration of the Processing	<i>In accordance with each party's retention schedule unless specified otherwise, including in that Party's Privacy Notice.</i>
Nature and purposes of the Processing	<p><i>The Processing of Personal Data that is other than:</i></p> <ol style="list-style-type: none"> <i>1. Information relating to criminal offences; or</i> <i>2. Special Category Personal Data;</i> <p><i>is for the purposes of providing the Services authorised by the Buyer to Travellers, and is undertaken under one or more of the following purposes:</i></p> <ol style="list-style-type: none"> <i>a) Where it is necessary:</i> <ol style="list-style-type: none"> <i>a. for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;</i> <i>b. for compliance with a legal obligation to which the Controller is subject;</i> <i>c. in order to protect the vital interests of the Data Subject or of another natural person;</i> <i>d. for the performance of a task carried out in the public interest or in the exercise of official authority vested in that Controller;</i> <i>e. Processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child, and that, in respect of any Processing</i>

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	<p><i>under this purpose carried out by the Buyer or CCS, only where none of the other grounds (a – d) above are applicable; or</i></p> <p><i>b) Where the Data Subject has given consent to the Processing of his or her Personal Data for one or more specific purposes</i></p>
Type of Personal Data	<ul style="list-style-type: none"> ○ <i>Name;</i> ○ <i>Business Address;</i> ○ <i>Business Telephone number(s);</i> ○ <i>Work E-mail address;</i> ○ <i>Job title/functions/authority;</i> ○ <i>Employer;</i> ○ <i>Dates and times of travel;</i> ○ <i>Locations and periods at a location;</i> ○ <i>Date of Birth;</i> ○ <i>Home Address;</i> ○ <i>NI number;</i> ○ <i>Employee reference number;</i> ○ <i>Next of kin details;</i> ○ <i>Photo;</i> ○ <i>Place of birth;</i> ○ <i>Passport number.</i>
Categories of Data Subject	<p><i>Travellers;</i></p> <p><i>Employees of the Buyer or the Supplier;</i></p> <p><i>Employees of subcontractors to the Supplier</i></p>
Plan for return and destruction of the data once the Processing is complete	<p><i>Personal Data will be retained in accordance with each Party's retention schedule or privacy notice, unless required by law to retain this information for longer, and then securely and irretrievably deleted.</i></p>

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Annex 1C – Special Category Personal Data

Description	Details
Identity of Controller for each Category of Personal Data	<i>The Supplier acknowledges that it is the Data Processor, and the Buyer acknowledges that it is the Data Controller for the purposes of the Data Protection Legislation in respect of any Personal Data Processed in the course of the provision of the Services under this Contract or any Order made by, or on behalf of the Buyer.</i>
Duration of the Processing	<i>In accordance with each Party's retention schedule unless specified otherwise, including in that Party's Privacy Notice.</i>
Nature and purposes of the Processing	<p><i>The Processing of Personal Data relating to or revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, where necessary for the purposes of providing the Services authorised by the Buyer to Travellers, shall only be undertaken where it falls under:</i></p> <ul style="list-style-type: none"> <i>a) One or more of the purposes set out in Annex 1B; and</i> <i>b) One or more of the following purposes:</i> <ul style="list-style-type: none"> <i>a. Processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law</i> <i>b. Processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;</i> <i>c. Processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity; or</i> <i>d. Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and</i>

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	<p><i>provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject; or</i></p> <p><i>c) Where the Data Subject has given their explicit consent to the Processing of his or her Personal Data for one or more specific purposes.</i></p>
Type of Personal Data	<ul style="list-style-type: none"> ○ <i>Name;</i> ○ <i>Any medical condition;</i> ○ <i>Dietary requirements;</i> ○ <i>Religion or Philosophical beliefs;</i> ○ <i>Photos;</i> ○ <i>Sexual orientation;</i> ○ <i>Relationship with any other travellers.</i>
Categories of Data Subject	<p><i>Travellers;</i></p> <p><i>Employees of the Buyer or the Supplier;</i></p> <p><i>Employees of subcontractors to the Supplier.</i></p>
Plan for return and destruction of the data once the Processing is complete	<p><i>Personal Data will be retained in accordance with each Party's retention schedule or Privacy Notice, unless required by law or retain this information for longer, and then securely and irretrievably deleted.</i></p>

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"SME"	any business with fewer than 250 employees and either an annual turnover below £45 million or a total balance sheet less than £40 million;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Supply Chain Spend

2.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

- (a) the total contract revenue received directly on the Contract;
- (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
- (c) the total value of sub-contracted revenues to SMEs and VCSEs.

2.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report

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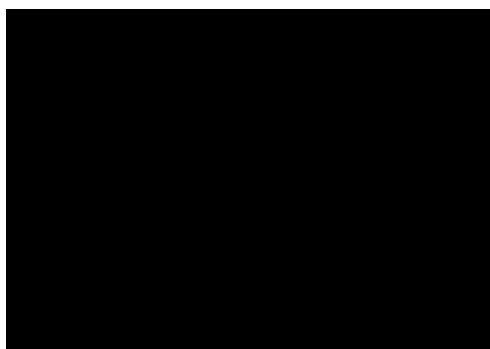
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Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 2.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

- 2.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template



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Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]		

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[illegible]

[illegible]

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Acquired Rights Directive”	means the European Council Directive 77/187/EEC on the approximation of the laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertaking or businesses, as amended or re-enacted from time to time;
"Employee Liability"	<p>1 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 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) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date

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	and also including any payments arising in respect of pensions;
	f) claims whether in tort, contract or statute or otherwise;
	investigation 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;
"Former Supplier"	plier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"Notified Subcontractor"	s a Subcontractor to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Partial Termination"	th partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a sfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	ation to a Relevant Transfer, the date upon which the Relevant Transfer takes place.
"Supplier's Final Supplier Personnel List"	provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or 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;

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"Staffing Information" 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 Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) 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 schemes applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant

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standard contracts if applied generally in respect of such employees); and

- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term" period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees" employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

3.1 Part C (No Staff Transfer On Start Date)

3.3 Part E (Staff Transfer on Exit)

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Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 If any employee of the Buyer and/or a Former Supplier (or a Notified Subcontractor) claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier (or a Notified Subcontractor), that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:

1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Buyer and, where required by the Buyer, give notice to the Former Supplier; and

1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or Subcontractor (as appropriate), or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considered appropriate to resolve the matter provided always that such steps are in compliance with applicable Law;

1.2.3 if such offer of employment is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that Subcontractor shall, immediately release the person from his/her employment or alleged employment;

1.2.4 if by the end of the period referred to in Paragraph 1.2.2 no such offer has been made, such offer has been made but not accepted, or the situation has not otherwise been resolved, the Supplier and/or the Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

and subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to paragraph 1.3, the Buyer shall:

- (a) indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of paragraph 1.2 provided that the Supplier takes, or shall procure that the Notified

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Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

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

- 1.3 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub- Contractor within the 15 Working Day period referred to in Paragraph 1.2 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.4 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.5 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.5.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 1.5.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure.
- 1.6 The indemnity in Paragraph 1.2 shall only apply where the notification referred to in Paragraph 1.2 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Start Date.

2. Limits on the Former Supplier's obligations

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

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Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

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

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of the Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
 - 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

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- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.7 dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably)),

and shall:

- 1.5.9 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.10 cooperate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal; and
- 1.5.11 promptly notify, and procure that each Subcontractor shall promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received

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from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 The Supplier shall, and shall procure that each Subcontractor shall:

1.6.1 not adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

1.6.2 fully fund any Broadly Comparable pension schemes set up by the Supplier;

1.6.3 maintain such documents and information as may be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

1.6.4 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract;

1.6.5 fully cooperate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Buyer relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract;

1.6.6 provide all such cooperation and assistance as the Statutory Schemes, the Replacement Supplier, the Buyer and/or CCS may reasonably require to enable the Replacement Supplier to participate in the Statutory Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and

1.6.7 for the period either:

(a) after notice (for whatever reason) is given, in accordance with the other provisions of the Contract, to terminate the Contract or any part of the Services; or

(b) after the date which is two (2) years prior to the date of expiry of the Contract,

(c) after the date which is two (2) years prior to the date of expiry of the Contract,

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

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any changes made as a consequence of participation in an Admission Agreement.

- 1.7 During the Term, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer any information the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
 - 1.7.1 the numbers of employees engaged in providing the Services;
 - 1.7.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.7.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.7.4 a description of the nature of the work undertaken by each employee by location.
- 1.8 The Supplier shall provide, and shall procure that each Subcontractor shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including:
 - 1.8.1 providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall, and shall procure that each Subcontractor shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - (a) the most recent month's copy payslip data;
 - (b) details of cumulative pay for tax and pension purposes;
 - (c) details of cumulative tax paid;
 - (d) tax code;
 - (e) details of any voluntary deductions from pay; and
 - (f) bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations and/or Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the

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Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.

- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub- Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub- Contractor.
- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
 - 2.3.1 any act or omission of the Supplier or any Subcontractor whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour,
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

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- (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority, the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure to comply with its obligations under the Employment Regulations.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement

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Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- 2.5.1 the Buyer shall procure that the Replacement Supplier shall, or any Replacement Subcontractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier;
- 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Subcontractor or take such other reasonable steps as it considered appropriate to resolve the matter provided always that such steps are in compliance with Law;
- 2.5.3 if such offer of employment is accepted, or the situation has otherwise been resolved by the Supplier or a Subcontractor, the Buyer shall procure that the Replacement Supplier shall, or procure that the Replacement Subcontractor shall, immediately release the person from his/her employment or alleged employment;
- 2.5.4 if at the end of the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's acting in accordance with Paragraphs 2.5.1 to 2.5.4, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes all reasonable steps to minimise any such Employee Liabilities.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

- 2.6.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or
- 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.

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- 2.7 The indemnity in Paragraph 2.5. shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date.
- 2.8 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Subcontractor shall comply with such obligations as may be imposed upon it under applicable Law.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or any Subcontractor; and (ii) the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.10, where a Relevant Transfer occurs the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:
 - 2.11.1 any act or omission, of the Replacement Supplier and/or Replacement Subcontractor;
 - 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

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- (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any custom and practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in

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the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.11.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.12 The indemnity in Paragraph 2.11 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Continuous Improvement Plan" the meaning set out in Paragraph 3.3 below;

"Social Value"

- a) social value as described in the Public Services (Social Value) Act 2012 as amended from time to time; and
- b) environmental, social and economic benefits associated with, relevant and proportionate to, the subject matter of the Contract and accruing to the area in which the Buyer is operating.

2. Buyer's Rights

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

3. Supplier's Obligations

- 3.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables (including improvements to the Social Value it delivers) with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 3.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables (including improvements to the Social Value it delivers), which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 3.3 In addition to Paragraph 3.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 3.3.1 identifying the emergence of relevant new and evolving technologies;
 - 3.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the

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- Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- 3.3.3 identifying and implementing efficiencies in the Supplier's internal processes and administration that may lead to cost savings and reductions in the Charges;
- 3.3.4 identifying and implementing efficiencies in the way the Buyer interacts with the Supplier that may lead to cost savings and reductions in the Charges;
- 3.3.5 baselining the quality of the Supplier's Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Contract Period;
- 3.3.6 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains pertaining to the Services, and identifying opportunities to assist the Buyer in meeting its sustainability objectives;
- 3.3.7 identifying and implementing processes that may lead to quantifiable Social Value benefits to the Buyer;
- 3.3.8 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
- 3.3.9 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 3.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 3.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 3.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 3.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 3.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 3.5:
 - 3.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

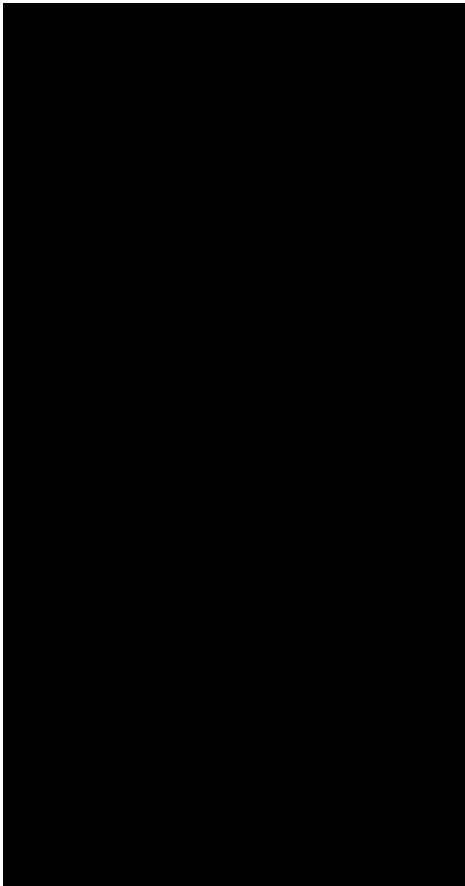
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- 3.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 3.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 3.3.
- 3.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 3.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 3.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

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Call-Off Schedule 4 (Call Off Tender)



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Call- Off Schedule 5 (Pricing Details)

1. How Charges are calculated:

- 1.1 The Charges shall be calculated in accordance with the rates and prices specified in Annex A to this Schedule
- 1.2 Cannot be increased except as specifically permitted by the Call Off Contract and in particular shall only be subject to Indexation where specifically stated in the Order Form; and
- 1.3 Shall not be impacted by any change to the Framework Prices.
- 1.4 Any variation to the Call-Off Contract Charges payable under a Call Off Contract must be agreed between the Supplier and the Buyer and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Call-Off Schedule 5.
- 1.5 The Call-Off Prices will be firm for the duration of the Contract.

2. When the Supplier can ask to change the Call-Off Prices

- 2.1 The Call-Off Prices can also be varied (and Annex 1 will be updated accordingly) due to:
 - 2.1.1 a Specific Change in Law in accordance with Clause 24;
 - 2.1.2 a review in accordance with insurance requirements in Clause 13;
 - 2.1.3 a benchmarking review in accordance with Call Off Schedule 16 (Benchmarking)
 - 2.1.4 a request from the Supplier, which it can make at any time, to decrease the Call-Off Prices; and
 - 2.1.5 at the discretion of the Buyer

3. Payment Options

- 3.1 The Supplier shall have the ability to support the payment options as directed by the Buyer to include, but not limited to:
 - 3.1.1 corporate payment cards, including virtual credit cards;
 - 3.1.2 billing to project and or cost centre codes;
 - 3.1.3 Lodge cards / enhanced lodge card;
 - 3.1.4 consolidated invoice accounts, for example 10 or 30 days;
 - 3.1.5 individual and / or single bill back, for example not consolidated invoice; and

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3.1.6 payment on departure by Traveller for accommodation and/or venue bookings.

3.2 The payment option that will apply will be at the Buyer's discretion at the time of booking.

4. Invoicing

4.1 Monthly invoices will be issued for each authority (DBT and TRA) to include the following information in accordance with the Order Form:

4.1.1 Invoice number

4.1.2 Invoice date

4.1.3 VAT registration number (where applicable)

4.1.4 The Supplier's Company address and contact details

4.1.5 A valid Purchase Order number printed on it

4.1.6 The Supplier's bank details

4.1.7 Addressed to the correct Authority

4.1.8 Invoiced per service (i.e Air, Accommodation, Rail, Venue Hire etc)

4.2 The Supplier will invoice the Buyer for the Charges in the currency of the country from which the Services are provided - £GBP

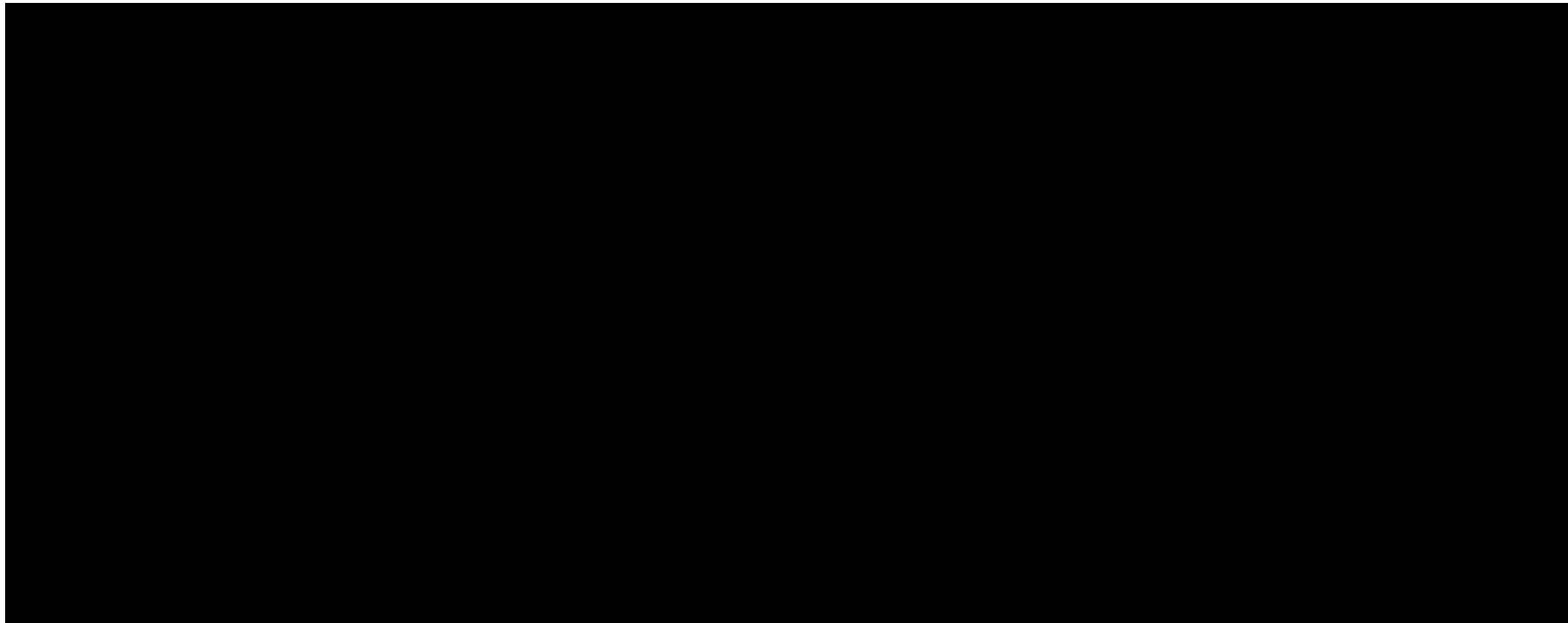
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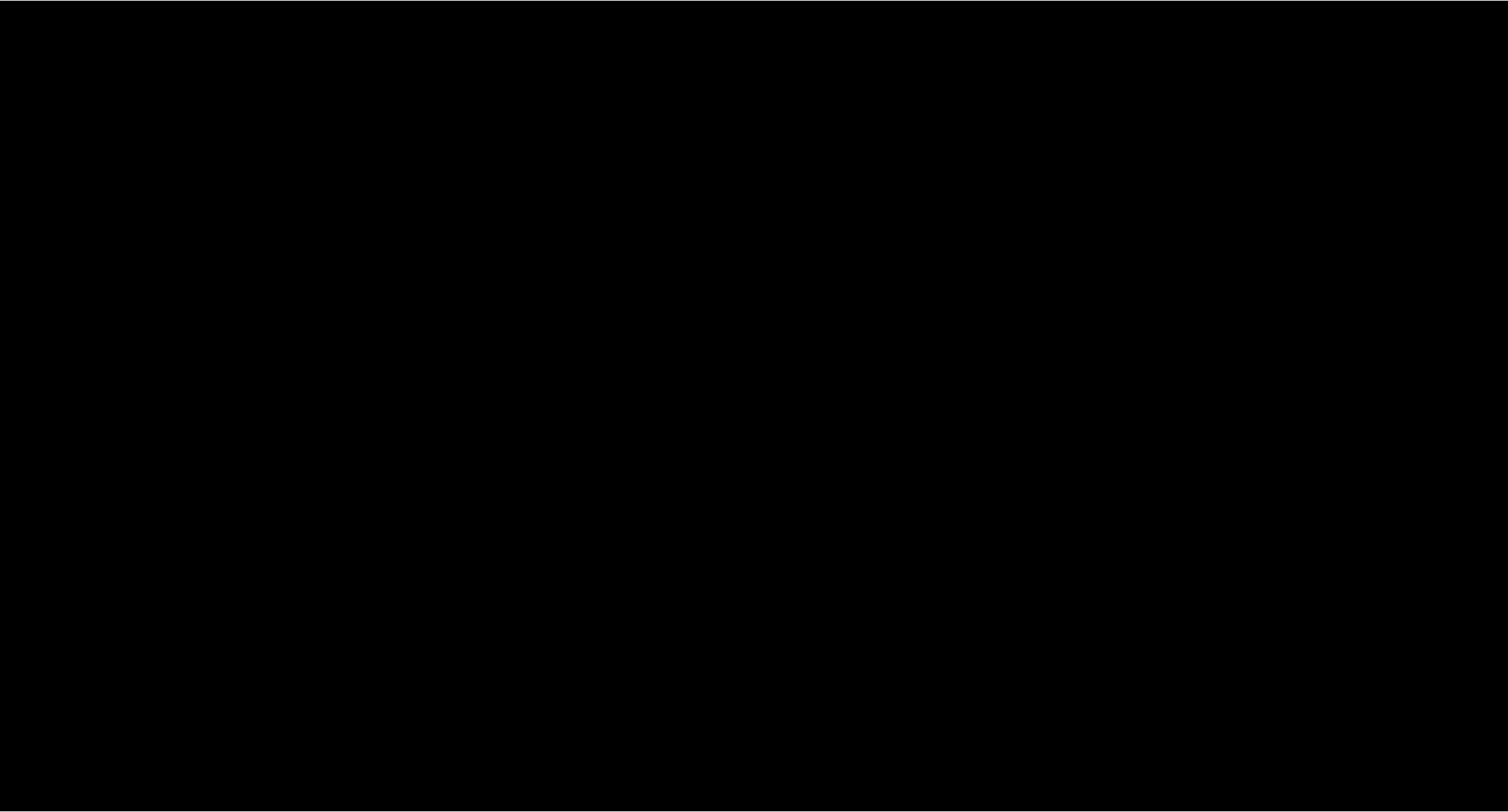
Annex 1: Rates and Prices

Firm Prices

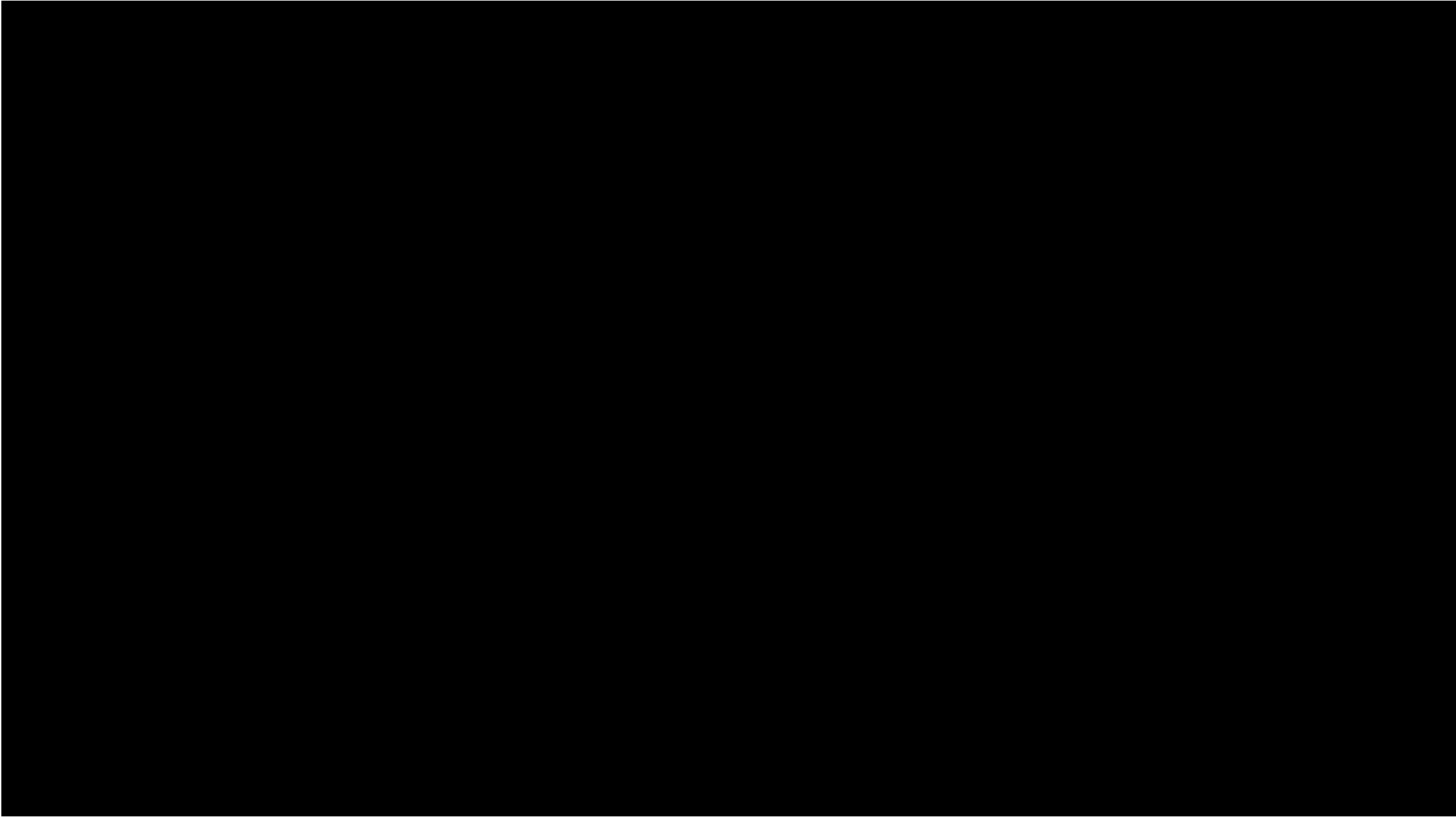
The rates below shall not be subject to variation by way of Indexation



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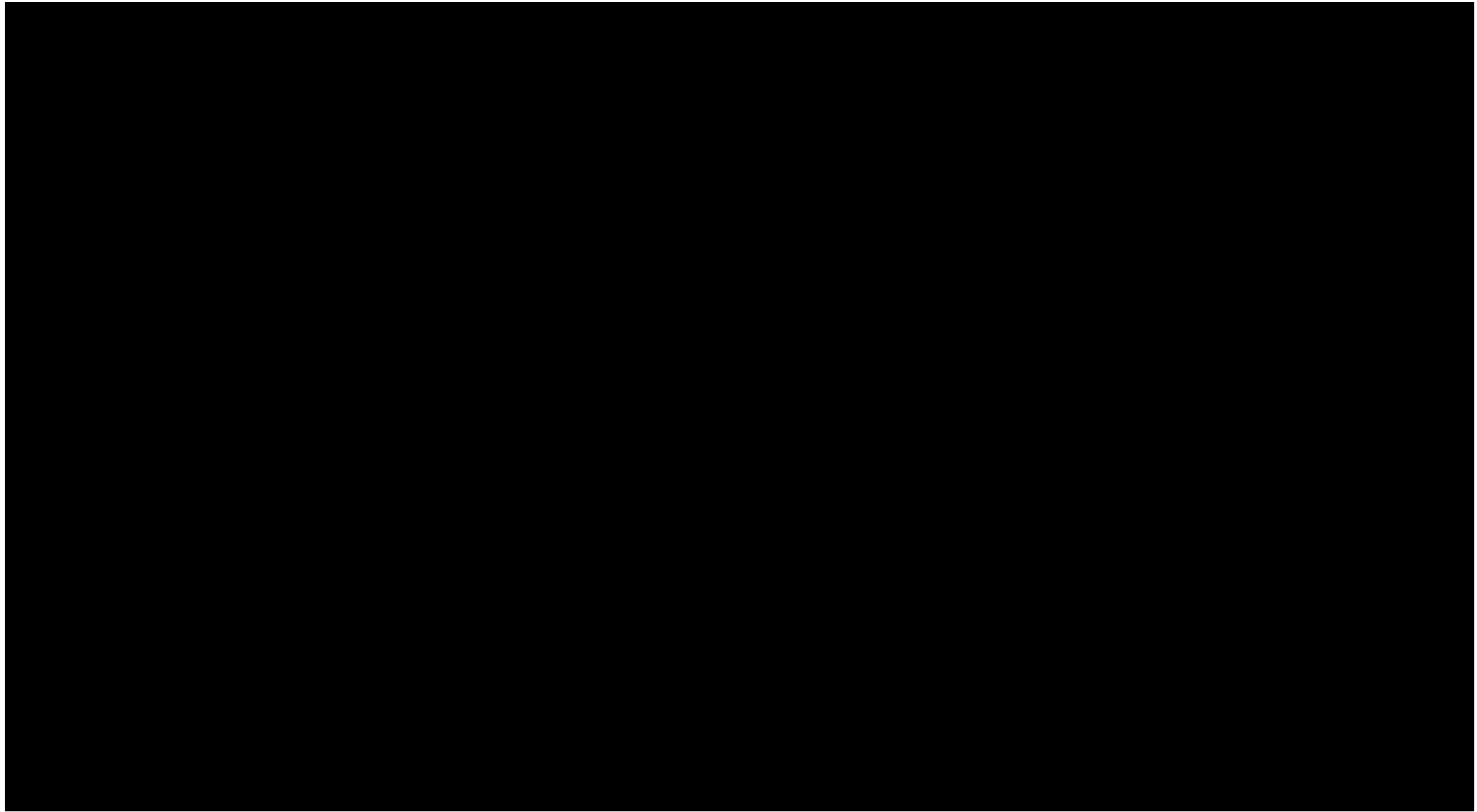


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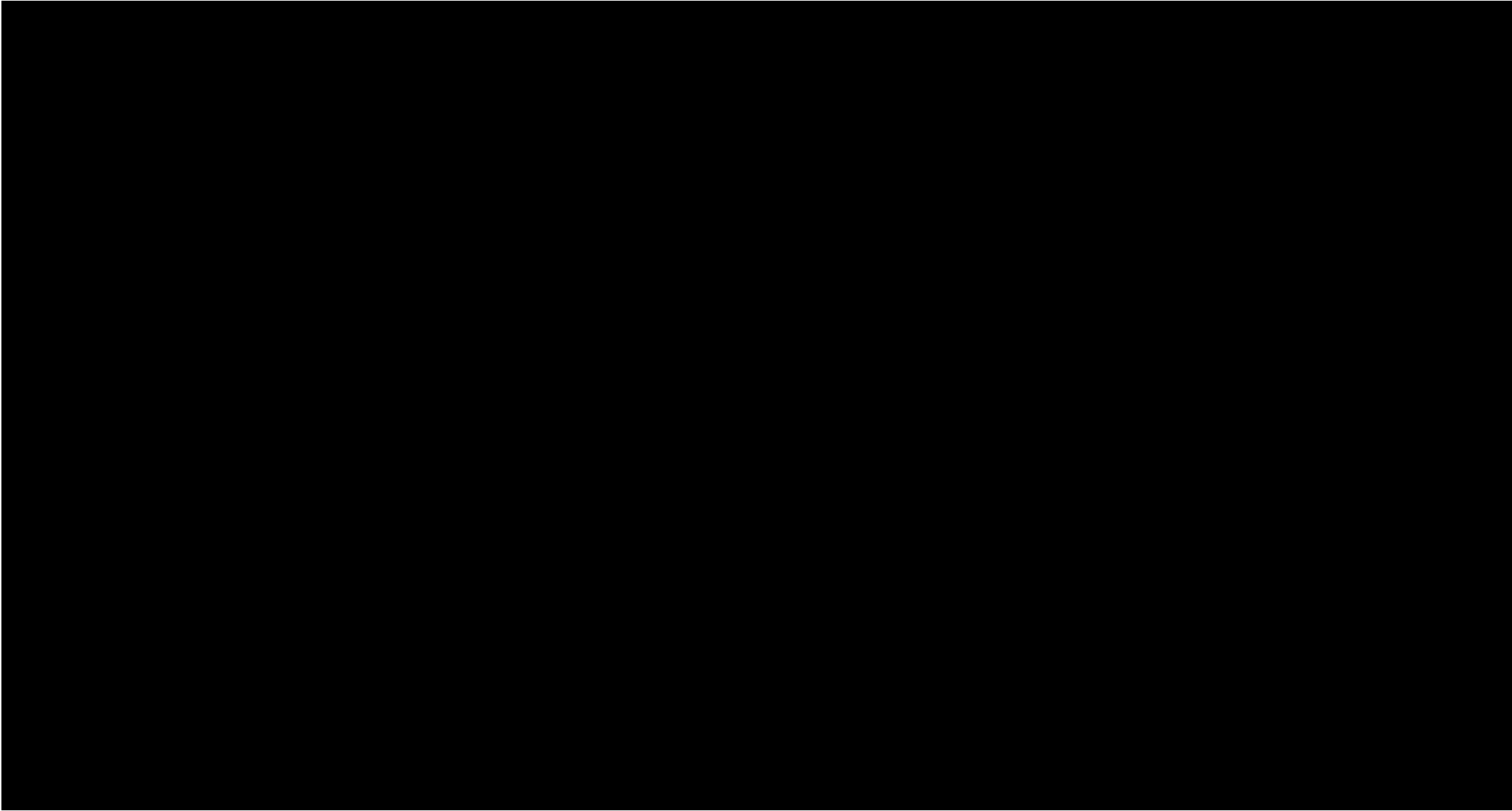


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Model Version: v3.1

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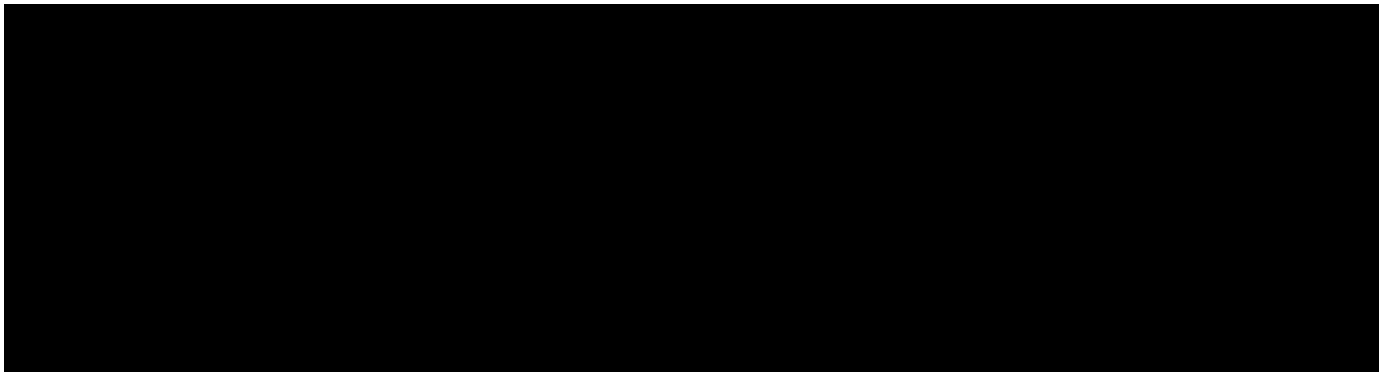
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Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ('**Key Roles**') and the names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the key staff identified in Annex 1 to this Schedule ('**Key Staff**') fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires, or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (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);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days.
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff or for any liabilities arising out of or in connection with the employment or termination of employment of any Key Staff.

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Annex 1- Key Roles



Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Business Continuity Services"	has the meaning given to it in Paragraph 4.2.3 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Incident"	a significant incident or major disruption which may have an impact on the Buyer's Travellers;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule.

2. BCDR Plan

2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

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- 2.2 Within 30 days of the Call-Off Start Date the Supplier shall prepare a draft BCDR Plan in accordance with the Buyer's requirements and deliver it to the Buyer for the Buyer's written approval (the "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables.
 - 2.2.2 ensure support for Travellers in the event of an Incident; and
 - 2.2.3 the recovery of the Deliverables in the event of a Disaster.
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan.
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery and incident management (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall be fit for purpose and shall:
 - 3.1.1 set out how the business continuity and disaster recovery and incident management elements of the BCDR Plan link to each other.
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier.
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery and incident management.
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery, incident management or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time.
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels.
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence.

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- (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks.
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions.
- 3.1.7 provide for documentation of processes, including business processes, and procedures.
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster or Incident is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301 and ISO22313 and any new or emergent or updated versions of these standards throughout the lifetime of the Call-Off Contract and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery and incident management testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of

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Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 detail the processes in place to maintain the delivery of Services during periods of unplanned unavailability of the Online Booking Solution and/or Offline Booking Solution, including, but not limited to, communication to Buyers, Bookers and/or Travellers; and
 - 4.2.2 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.3 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables (such services and steps, the “**Business Continuity Services**”);
 - 4.2.4 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.5 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan shall be designed to ensure that upon the occurrence of a Disaster or an Incident the Supplier ensures:
 - 5.1.1 continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact; and
 - 5.1.2 support for Travellers following an Incident.
- 5.2 The Disaster Recovery Plan shall include an approach to business continuity, disaster recovery and incident management that addresses the following:
 - 5.2.1 an Incident;
 - 5.2.2 loss of access to the Buyer Premises;
 - 5.2.3 loss of utilities to the Buyer Premises;
 - 5.2.4 loss of the Supplier's helpdesk;
 - 5.2.5 loss of a Subcontractor;

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- 5.2.6 emergency notification and escalation process;
 - 5.2.7 contact lists;
 - 5.2.8 staff training and awareness;
 - 5.2.9 BCDR Plan testing;
 - 5.2.10 post implementation review process;
 - 5.2.11 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.12 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.13 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.14 testing and management arrangements.
- 5.3 In addition to Paragraph 5.2 above, the Disaster Recovery Plan shall detail the processes by which Travellers will be supported in the event of an Incident, including but not limited to, how information on Travellers that may be impacted will be made available to the Buyer and CCS, how the Supplier will communicate with the impacted or potentially impacted Travellers, what support the Supplier will provide to Travellers and how this will be provided.
- 5.4 The Disaster Recovery Plan shall be invoked upon the occurrence of a Disaster or an Incident.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services

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which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree the Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables; and
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

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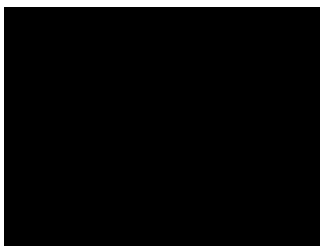
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster or an Incident, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.
- 8.2 In the event of an Incident, the Supplier shall:
- 8.2.1 notify CCS and Buyer(s) immediately;
 - 8.2.2 provide in real-time a full list of Travellers potentially impacted in accordance with the Buyer's duty of care policy provided to the Supplier;
 - 8.2.3 assist the Traveller with repatriations and or on-going travel to a safe area with the least disruption to the Traveller; and
 - 8.2.4 provide a robust process for the Buyer to record the Traveller's movements, by all relevant travel modes during their travel, including providing the Buyer with:
 - (a) immediate visibility on the Traveller identity, disabilities if previously notified, times and mode of travel, provider of travel, start point and destination; and
 - (b) data relating to travel bookings or location during a major disruption or Incident.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.



Call-Off Schedule 9 (Security) – Solution B

Long Form Security Requirements

1. Definitions

1.1 In this Schedule the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Booking Solution”	means the Online Booking Solution and the Offline Booking Solution;
"Breach of Security"	<p>means the occurrence of:</p> <ul style="list-style-type: none"> a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.4(d);</p> <p>CHECK is the term for the NCSC approved companies that provide penetration tests and the methodology used to conduct a penetration test. Companies providing CHECK services do so using staff who hold NCSC approved qualifications and have suitable experience. Penetration tests are conducted using NCSC recognised methods and the subsequent report and recommendations are produced to a recognised standard;</p>
“CHECK”	
"ISMS"	the information security management system and process developed by the Supplier in accordance

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	with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule;
“NCSC”	the National Cyber Security Centre;
“PCI DSS”	has the meaning given in Paragraph 3.9;
“Security Tests”	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security; and
“Service Level Performance Measure”	has the meaning given in Call-Off Schedule 14 (Service Levels).

2. Buyer Security Risk Acceptance

2.1 The Supplier shall provide a security risk statement to the Buyer who shall be responsible for reviewing the security risks prior to entering into and during a Call-Off Contract.

2.2 The Buyer shall provide Approval of all security risk statements before the Supplier implements any changes to the Booking Solution. Subject to the Buyer's Approval, the Supplier shall implement any remedial actions required to ensure it remains at all times compliant with the terms of this Schedule and the Contract.

3. Security Requirements

- 3.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 3.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 3.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Email: [REDACTED]
[REDACTED]

- 3.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 3.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 3.6 The Supplier shall use as a minimum Government guidance, or if none is available, Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data or Buyer Confidential Information and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data and Buyer Confidential Information remains under the effective control of the Supplier at all times.
- 3.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 3.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.
- 3.9 The Supplier will ensure that in respect of any Services (including as may be provided by Key Subcontractors) which relate to the processing of payment card data (including, without limitation card-holder data and sensitive authentication data), the Services are and will remain compliant with the Payment Card Industry Data Security Standard ("PCI DSS") version 3.2, as updated from time to time by the Payment Card Industry Security Standards Council.
- 3.10 The Supplier acknowledges that the requirements set out in this Schedule shall apply to its Key Subcontractors and it shall be responsible for ensuring its Key Subcontractors comply with security requirements no less onerous than the terms of this Schedule.

4. Information Security Management System (ISMS)

- 4.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 4.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 4.3 The Buyer acknowledges that:

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- 4.3.1 if the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
- 4.3.2 where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 4.4 The ISMS shall:
 - 4.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
 - 4.4.2 meet and complies with the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
 - 4.4.3 meet and comply with PCI DSS;
 - 4.4.4 at all times provide a level of security which:
 - (a) is in accordance with the Law and this Contract;
 - (b) complies with the Baseline Security Requirements set out in Annex 1;
 - (c) as a minimum demonstrates compliance with Government guidance or, if no such guidance is available, Good Industry Practice;
 - (d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) [\(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>\);](https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework)
 - (f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>);
 - (g) meets any specific security threats of immediate relevance to the Buyer, ISMS, the Deliverables and/or Government Data; and
 - (h) addresses issues of incompatibility with the Supplier's own organisational security policies;
 - 4.4.5 document the security incident management processes and incident response plans;
 - 4.4.6 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security

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patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

- 4.4.7 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 4.5 Subject to Paragraph 4.6 the references to Standards, guidance and policies contained or set out in Paragraph 4.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 4.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 4.4, the Supplier shall immediately notify the Buyer Authorised Representative of such inconsistency and the Buyer Authorised Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 4.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 4.3.2 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 4 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 4.4 to 4.6 shall be deemed to be reasonable.
- 4.8 Approval by the Buyer of the ISMS pursuant to Paragraph 4.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

5. Security Management Plan

- 5.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 5 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 5.2.
- 5.2 The Security Management Plan shall:
 - 5.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);

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- 5.2.2 comply with the Baseline Security Requirements set out in Annex 1 and, where specified by the Buyer in accordance with paragraph 4.4.4(d), the Security Policy;
- 5.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 5.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 5.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 5.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 4.4);
- 5.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 5.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 5.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 5.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 5.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and

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shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

- 5.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 5.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 5.2 shall be deemed to be reasonable.
- 5.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 5.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

6. Amendment of the ISMS and Security Management Plan

- 6.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 6.1.1 emerging changes in Good Industry Practice;
 - 6.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 6.1.3 any new perceived or changed security threats;
 - 6.1.4 where required in accordance with paragraph 4.4.4(d), any changes to the Security Policy;
 - 6.1.5 any new perceived or changed security threats; and
 - 6.1.6 any reasonable change in requirement requested by the Buyer.
- 6.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 6.2.1 suggested improvements to the effectiveness of the ISMS;
 - 6.2.2 updates to the risk assessments;
 - 6.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 6.2.4 suggested improvements in measuring the effectiveness of controls.

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- 6.3 Subject to Paragraph 6.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 6.1, a Buyer request, a change to Annex 1 (Baseline Security Requirements) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 6.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

7. Security Testing

- 7.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer.
- 7.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 7.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test.
- 7.4 Where any Security Test carried out pursuant to Paragraphs 7.2 or 7.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

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- 7.5 If any repeat Security Test carried out pursuant to Paragraph 7.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

8. Complying with the ISMS

- 8.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 4.4.4(d).
- 8.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 8.3 If, as a result of any such independent audit as described in Paragraph 8.1 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

9. Security Breach

- 9.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 9.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 9.1, the Supplier shall immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- 9.2.1 minimise the extent of actual or potential harm caused by any Breach of Security;
 - 9.2.2 remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - 9.2.3 apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Measures, the Supplier shall be granted

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relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

9.2.4 prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and

9.2.5 supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

9.2.6 as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

9.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

10. Vulnerabilities and fixing them

10.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

10.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

10.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

10.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

10.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

10.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

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- 10.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
- 10.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 10.4 The Specification and Implementation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Contract Period unless:
 - 10.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 10.4.2 is agreed with the Buyer in writing.
- 10.5 The Supplier shall:
 - 10.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 10.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 10.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 10.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 4.4.6;
 - 10.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 10.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 10.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

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- 10.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 10.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 10, the Supplier shall immediately notify the Buyer.
- 10.7 A failure to comply with Paragraph 10.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

11. ITSHC

- 11.1 The Supplier will undertake an IT security health check in accordance with CHECK guidelines and Good Industry Practice:
 - 11.1.1 prior to the Call-Off Contract Start Date; and
 - 11.1.2 annually thereafter; and
 - 11.1.3 at any time if there is a significant change in the design, the Government's security policy or threat.
- 11.2 The Supplier will submit the results of the health check to the Buyer Authorised Representative in a report that provides clear, measurable results along with effective risk remediation solutions.
- 11.3 The Supplier will implement all risk remediation solutions identified in the report that are necessary for the Supplier to comply with its obligations under this Schedule and the Contract within:
 - 11.3.1 five (5) Working Days for HIGH's (as defined in the report);
 - 11.3.2 thirty (30) Working Days for MEDIUM's (as defined in the report); and
 - 11.3.3 ninety (90) Working Days for LOW's (as defined in the report) and information issues.

Annex 1:

Baseline security requirements

1. Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. Security Outcomes

- 2.1 The Supplier shall implement security controls which will realise the following Booking Solution security outcomes/principles:

- (i) Cloud Security Principles
- (ii) Minimum Cyber Security Standard
- (iii) Personal bulk Data Guidance
- (iv) Development and deployment Security Principles
- (v) Secure Design Principles,

3. End user devices

- 3.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has either been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") or against a good international standard.
- 3.2 Devices used to access or manage Government Data and services must be under the management authority of the Buyer or the Supplier (and the Supplier's Key Subcontractors) and have a minimum set of security policy configuration enforced. Any such devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

4. Data Processing, Storage, Management and Destruction

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- 4.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK data protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 4.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 4.3 The Supplier shall:
 - 4.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 4.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - 4.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
 - 4.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

5. Ensuring secure communications

- 5.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been implemented against an appropriate Government or commercial standard.
- 5.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

6. Security by design

- 6.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

7. Security of Supplier Staff

- 7.1 The Supplier will ensure that all Supplier Staff have the necessary security clearances prior to the first Call-Off Start Date, including:
 - 7.1.1 Baseline Personnel Security Standard (BPSS) as a minimum level;
- 7.2 For those Supplier Staff and any Subcontractors who are solely engaged in relation to the maintenance of servers, then the security clearance required is SC, subject to the appropriate encryption of data.
- 7.3 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information

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management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

- 7.4 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

8. Restricting and monitoring access

- 8.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

9. Audit

- 9.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
- 9.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 9.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 9.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 9.3 The Supplier shall retain audit records collected in compliance with this Paragraph 9 for a period of at least 6 Months.

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Annex 2 - Security Management Plan

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Call-Off Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Contract Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier in connection with the Deliverables, but which are also used by the Supplier for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;

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"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's software, licences for third party software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 9.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 9.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit.

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-Contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("**Registers**").
- 2.3 The Supplier shall:
 - 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for third party software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable.
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer.
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to affect such transfer.

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- 4.3.4 proposals for the training of key members of the Buyer's or a Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date.
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables.
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party.
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials.
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
 - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan.
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the Parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one

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(1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- 5.1.1 the nature of the Termination Assistance required; and
- 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 No such extension shall extend beyond the date twelve (12) Months after the date that the Supplier ceases to provide the Deliverables; and
 - 5.2.2 The Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the Parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance.
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier.
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer.
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract.

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6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.3 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations prior to exit

7.1 12 Months prior to the expiry or termination of this Contract, the Supplier shall provide to the Buyer:

7.1.1 an updated Call-Off Contract checklist (clearly outlining where things have changed during the lifetime of the Call-Off Contract e.g., preferred payment terms, policy for use of first-class travel, rail ticket fulfilment default choice etc.);

7.1.2 named Supplier personnel who will work with the Buyer to develop and implement the agreed exit strategy.

7.1.3 all Traveller profiles, including, but not limited to, staff number, email address and contact number.

7.1.4 spend volume and transaction numbers broken down by air, accommodation, venue, rail, and other services.

7.1.5 payment methods used.

7.1.6 booking policies.

7.1.7 Service Levels.

7.1.8 details of all live bookings, including, but not limited to, live bookings that will continue after expiry or termination, together with refunds, changes, and exchanges; and

7.1.9 any other information that is specific to the Buyer in connection with the provision of the Services,

"Final Data Set"

7.2 3 Months prior to the expiry or termination of this Contract, the Supplier shall provide to the Buyer a refreshed final data set, to capture any bookings that had a longer lead time.

8. Obligations when the contract is terminated.

8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

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8.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

8.2.1 vacate any Buyer Premises.

8.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier.

8.2.3 provide the Buyer with the notices, information and assistance in relation to staff transfers and pensions as more particularly described in Call-Off Schedule 2 (Staff Transfer);

8.2.4 provide the Buyer and the Replacement Supplier with details of all profiles and all bookings with a travel date greater than 8 weeks from the expiry or termination date or the end of the Termination Assistance Period and all spend and savings data. However, in the event that a Replacement Supplier has a different global distribution system to the Supplier, and no transfer of passenger name records can be technically or legally achieved, then an alternative, appropriate plan will need to be developed. This plan, which may include, but will not be limited to, encouraging Bookers to withhold making bookings until implementation is complete, or having tickets issued with the Supplier prior to the transfer. All care should be taken to ensure that where possible, the chosen action does not result in increased fares or rates for the Buyer.

8.2.5 for venue find, provide the following information, as a minimum, to any Replacement Supplier appointed:

- (a) a full list of Bookers including up to date contact details.
- (b) spend volume and transaction levels (previous 12 Months).
- (c) frequently used locations/venues (previous 12 Months).
- (d) agreed payment method(s);
- (e) Buyer's Travel/Expenses/Meeting Policy(ies); and
- (f) booking method(s).

8.2.6 for venue find, cleanse all data and transfer it to any Replacement Supplier.

8.2.7 provide the Buyer with paid invoices that have come in after the expiry or termination date of the Call-Off Contract; and

8.2.8 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

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- (b) such members of the Supplier Staff as have been involved in the design, development, and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 8.3 The Buyer and the Supplier shall work together in relation to the expiry and/or termination of this Contract, including in relation to any expiry or termination dates and related exit assistance identified.
- 8.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.
- 8.5 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule):
 - 8.5.1 each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes; and
 - 8.5.2 the Buyer shall require all current and historic data and all profiles to be permanently deleted and, unless specifically requested otherwise by the Buyer, transferred by the Supplier to a Replacement Supplier and the Supplier shall transfer and then destroy such data at no extra cost to the Buyer. The Supplier shall confirm in writing when all data has been transferred and then destroyed.

9. Assets, Sub-contracts and Software

- 9.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - 9.1.1 terminate, enter into or vary any Sub-Contract or licence for any software in connection with the Deliverables; or
 - 9.1.2 (Subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - 9.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**").

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- 9.2.2 which, if any, of:
- (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
- the Buyer and/or the Replacement Supplier requires the continued use of; and
- 9.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the replacement Services.
- 9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 9.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 9.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 9.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 9.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 9.6 The Supplier shall as soon as reasonably practicably assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to affect this novation or assignment.
- 9.7 The Buyer shall:
- 9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 9.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

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- 9.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 9.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 9.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 9.9 which is intended to be enforceable by third parties beneficiaries by virtue of the CRTPA.

10. No charges

- 10.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

11. Dividing the bills

- 11.1 All outgoings, expenses, rents, royalties, and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement Supplier and the Supplier as follows:
- 11.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate.
- 11.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 11.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Exit Management Plan



Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

- 2.1 **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract.

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified in Annex 1 to this Schedule which shall be incorporated into the Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third-party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to the CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:
 - 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member.
 - 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
 - 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.

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- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately.
 - 3.7.2 the Supplier's obligation in regard to reporting will be owed to each Cluster Member and Buyer separately.
 - 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables.
 - 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members.
 - 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges.
 - 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
 - 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

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Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
Trade Remedies Authority (TRA)	For the provision of the Call-Off Contract Deliverables, issued under the Framework Contract with the reference number RM6164 for the provision of Travel Services.	For the Call-Off Contract Period	n/a

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Call-Off Schedule 13 (Implementation Plan)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):
- | | |
|--------------------------------|--|
| "Delay" | a) a delay in the Achievement of a Milestone by its Milestone Date; or
b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| "Deliverable Item" | an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; |
| "Implementation Period" | has the meaning given to it in Paragraph 3.1. |

2. Agreeing the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 10 (ten) days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier; and
 - 2.2.3 will include detail stating:
 - a) how the Supplier will work with the incumbent supplier and the Buyer Authorised Representative to capture and load up information such as Traveller profiles and data; and
 - b) a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services; and
 - c) the processes for providing the Super Users with the appropriate system access and training so they can undertake their duties in accordance with the Contract;
 - d) the processes for deleting/suspending Traveller profiles;

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- a) the processes for the Buyer to book minicab car / taxi bookings for a single Traveller or multiple Travellers and/or delegates;
- b) the pre-authorisation process for venue find bookings where the most cost-effective solution is not booked; and
- c) the alternative solution where the Buyer does not require a full end-to-end e-Commerce (Purchase2Pay) system.

2.3 The Supplier shall:

2.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

2.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a draft Implementation Plan which demonstrates how they will mobilise the Services; and

2.3.3 produce a draft Implementation Plan for carrying out the requirements within the Implementation Period, including key Milestones and dependencies, and that complies with this Paragraph 2.

2.4 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.5 The Supplier shall appoint:

2.5.1 a Supplier Authorised Representative who shall be responsible for the management of the Implementation Plan, to ensure that the Implementation Plan is planned and resourced adequately, and who will act as a point of contact for the Buyer ("**Implementation Manager**"). The Implementation Manager will have a minimum of five (5) years' experience of the solution they are required to implement and appropriate project management qualifications such as Prince 2 or equivalent to oversee the entire implementation. The Supplier shall provide evidence of the Implementation Manager's qualifications to the Buyer within 5 Working Days of the Call-Off Contract Start Date; and

2.5.2 an implementation team led by the Implementation Manager.

3. Following the Implementation Plan

3.1 The Implementation Period will be a ten (10) week period prior to the Call-Off Start Date.

3.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise

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formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

- 3.3 The Supplier shall liaise and cooperate with the incumbent supplier and the Buyer to enable the full completion of the Implementation Period activities in accordance with the Implementation Plan.
- 3.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 3.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 3.6 In addition, the Supplier shall:
 - 3.6.1 mobilise all the Services specified in the Specification within the Call-Off Contract;
 - 3.6.2 work cooperatively with the incumbent supplier to ensure a systematic, planned and robust transfer of all validated historic data, bookings, active Traveller profiles and management information from the incumbent supplier to the Supplier to ensure continuity of service, which must be updated and uploaded by the Supplier into their system free of charge during the Implementation Period, to the extent permissible by and in accordance with the Data Protection Legislation;
 - 3.6.3 accept all active Traveller profiles and the transfer of all bookings with a travel date greater than 8 weeks from the Call-Off Contract Start Date. Where the travel is to take place within 8 weeks of the Start Date of the Call-Off Contract, the bookings shall remain with the current incumbent supplier, to avoid the need to cancel bookings and transfer enquiries that are in mid completion;
 - 3.6.4 for venue find, liaise with the Buyer to, as a minimum:
 - a) arrange an introductory meeting with the Buyer to establish and identify their refined requirements and agree implementation timescales;
 - b) obtain annualised spend/volume information;
 - c) confirm Travel/Expenses/Meeting Policy details;
 - d) confirm booking method(s) required;
 - e) refine management information requirements; and
 - f) confirm payment method(s) required;
 - 3.6.5 for venue find, where the meeting is to take place within 12 weeks of the Start Date of the Call-Off Contract, the bookings shall remain with the

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incumbent supplier, to avoid the need to cancel bookings and transfer enquiries that are in mid completion. However the Supplier will give consideration to bookings which are over 12 weeks away and conclude with the Buyer if the event provider's financial penalties associated with cancelling the booking and re-booking with the new supplier is less than retaining the booking with the current Supplier;

3.6.6 manage and report progress against the Implementation Plan;

3.6.7 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;

3.6.8 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and

3.6.9 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

3.7 The Supplier shall ensure that:

3.7.1 adequate and appropriate resources are available at all times to ensure that service levels for the Buyer are not compromised during times of peak demand; and

3.7.2 the implementation process shall allow the Buyer to define its requirements for individuals to register as a Super User/Administrator, Booker only, Self-Booker/Traveller (i.e. Booker is the Traveller), Bookers

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for immediate colleagues (i.e. small groups <50) or Bookers for large numbers of people.

- 3.8 The Supplier will promptly notify the Buyer of any Local Amendments required to the Call-Off Contract during the Implementation Period in accordance with paragraph 25.2 of Call-Off Schedule 23 (Travel and Venue Solutions Terms).

4. Reviewing and changing the Implementation Plan

- 4.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 4.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 4.3 Changes to any Milestones and Delay Payments shall only be made in accordance with the Variation Procedure.
- 4.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

5. IT and Testing

- 5.1 The Supplier shall ensure that its Online Booking Solutions shall have the capability to properly function with the Buyer's software.
- 5.2 The Supplier will consult and work with the Buyer's IT infrastructure and/or network departments during the Implementation Period in order to test the Supplier's Online Booking Solutions. Services may need to be formally assessed, either by the Government Digital Service (GDS) or the Buyer, to confirm that it is being built in a way that meets the Government Digital Service Standard, as set out in <https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction>.
- 5.3 The Supplier shall provide a test version of the Online Booking Solution to allow the Buyer to test and to ensure compatibility with the Buyer's systems during the Implementation Period within 5 Working Days of request.
- 5.4 The Supplier shall ensure a representative sample of Bookers are able to test the booking process for ease of use and systems compatibility and feedback comments to the Supplier. The Supplier shall make any reasonable adjustments to ensure that Bookers have access to the Online Booking Solution and that this meets the Buyer's requirements including in relation to accessibility and security.
- 5.5 During the Implementation Period the Supplier shall provide training to user(s) on the use of the Online Booking Solution, including but not limited to user guides, classroom training, one-to-one training sessions, videos, webinars and road shows, appropriate to the Buyer's location free of charge. The Supplier shall provide a minimum of four free of charge training sessions to the Buyer per

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country per year throughout the duration of the Call-Off Contract Period to accommodate new users to the Online Booking Solution.

- 5.6 The Supplier shall provide the support, access and functionality of the Online Booking Solution to the Buyer (including to Bookers and Travellers) via mobile devices such as tablets and smartphones. This functionality must not compromise data security in any way and or increase security risks to the Buyer or Her Majesty's Government. Any security risk will be assessed by the Security Working Group comprising of CCS, the Buyer and the Public Services Network and any necessary modifications must be carried out by the Supplier before the Call-Off Contract Start Date at no cost to the Buyer in accordance with Schedule 9 (Security) of the Call-Off Contract.
- 5.7 The Supplier shall adapt the Online Booking Solution to reflect the Buyer's Travel/Expenses/Meeting Policy(s) during the Implementation Period.

6. Security requirements before the Start Date

- 6.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 6.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 6.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 6.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 6.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer,

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the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

- 6.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

7. What to do if there is a Delay

- 7.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 7.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 7.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 7.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 7.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

8. Compensation for a Delay

- 8.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 8.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 8.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

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8.1.3 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

8.1.4 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

9. The Buyer's obligations

9.1 During the Implementation Period, the Buyer shall:

9.1.1 provide the Supplier with a list of Super Users;

9.1.2 confirm the list for the cost centre coded and employee numbers;

9.1.3 confirm if the Buyer's department identity can be revealed and, if so, in what circumstances;

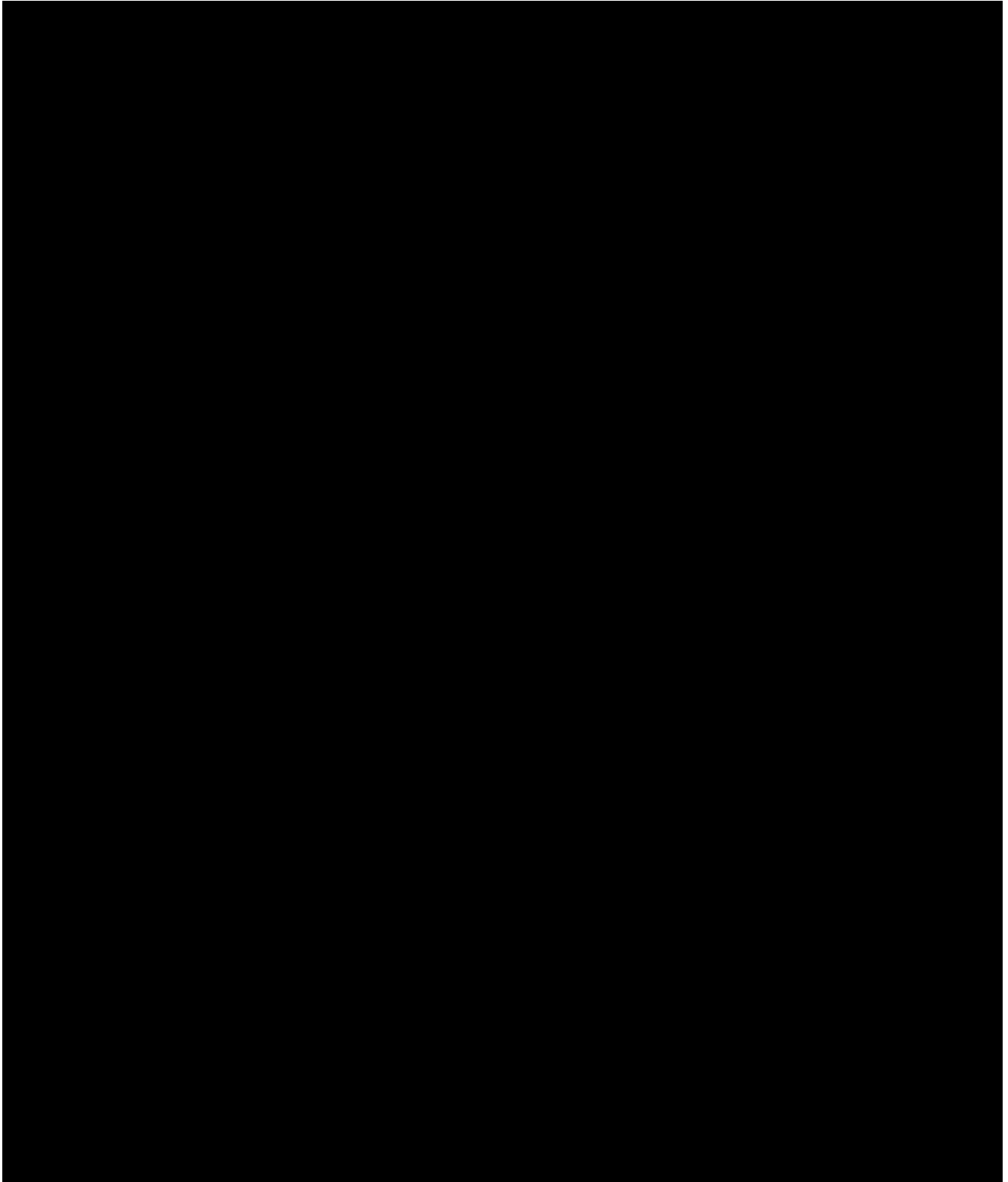
9.1.4 confirm whether pre-ticketing approval will be required for certain 'at risk' destinations;

9.1.5 specify which payment option(s) it will require for Bookers.

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Annex 1: Implementation Plan

The Proposed Implementation Plan is set out below and the Milestones to be achieved are identified below:



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Call-Off Schedule 14 (Service Levels)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Performance Monitoring Reports"	has the meaning given to it in Paragraph 3.2 of Part B of this Schedule;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measures in respect of one or more Service Levels and the

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Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.4.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date; and

2.4.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

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Part A: Service Levels and Service Credits

1. Service Levels

1.1 If the level of performance of the Supplier:

1.1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.1.3 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.1.4 instruct the Supplier to comply with the Rectification Plan Process;

1.1.5 if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or

1.1.6 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

1.2 If there is a:

1.2.1 failure to meet any Service Level for three (3) consecutive Months; and/or

1.2.2 Critical Service Level Failure,

the Supplier will attend a performance meeting with the Buyer at senior level. Such failures will be regarded as a material Default and this Paragraph 1.2 is without prejudice to the Buyer's right to terminate the Call-Off Contract for a material Default.

1.3 Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service

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Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such approval and/or implementation by the Buyer.

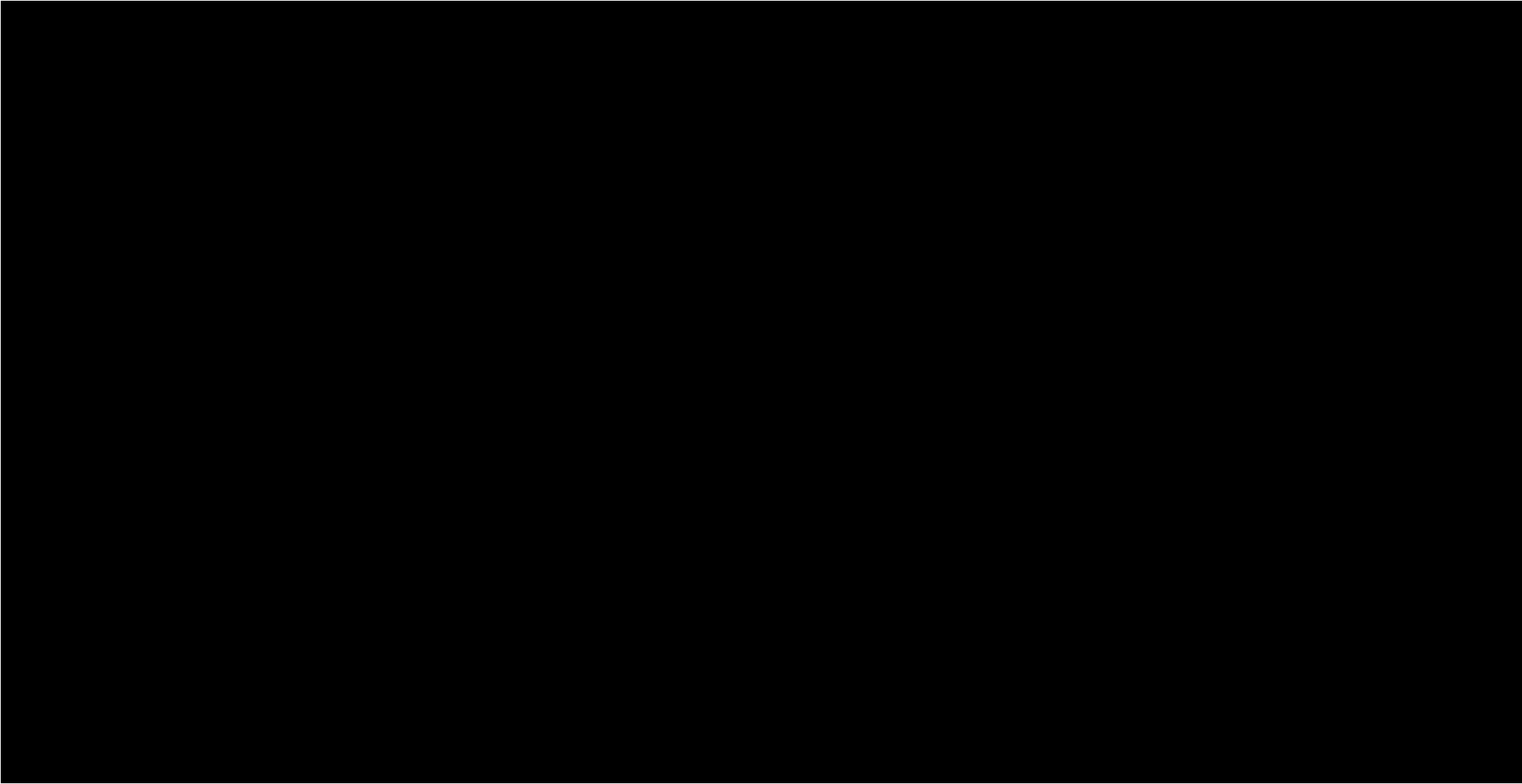
- 1.4 The Buyer, acting reasonably, shall be entitled to raise any questions and/or request any further information regarding any failure to achieve Service Levels, which the Supplier will promptly provide.

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.
- 2.3 For the purpose of the Service Credit calculations in Annex A to Part A of this Schedule, one (1) Service Credit is equal to the sum of one Pound Sterling (£1).
- 2.4 The right of the Buyer to any Service Credits will be without prejudice to any other rights which the Buyer may have under this Contract or otherwise in respect of a Service Level Failure, including but not limited to the right to sue for damages or other relief and/or to terminate this Contract, but a claim for general damages in relation to a Service Level Failure will be reduced by the amount of Service Credits actually deducted from the Charges in respect of the relevant Service Level Failure.
- 2.5 The fact that the Service Credit provisions anticipate or provide for a particular eventuality will not be interpreted as implying that the relevant eventuality should not constitute a Default (or material Default) of this Contract.

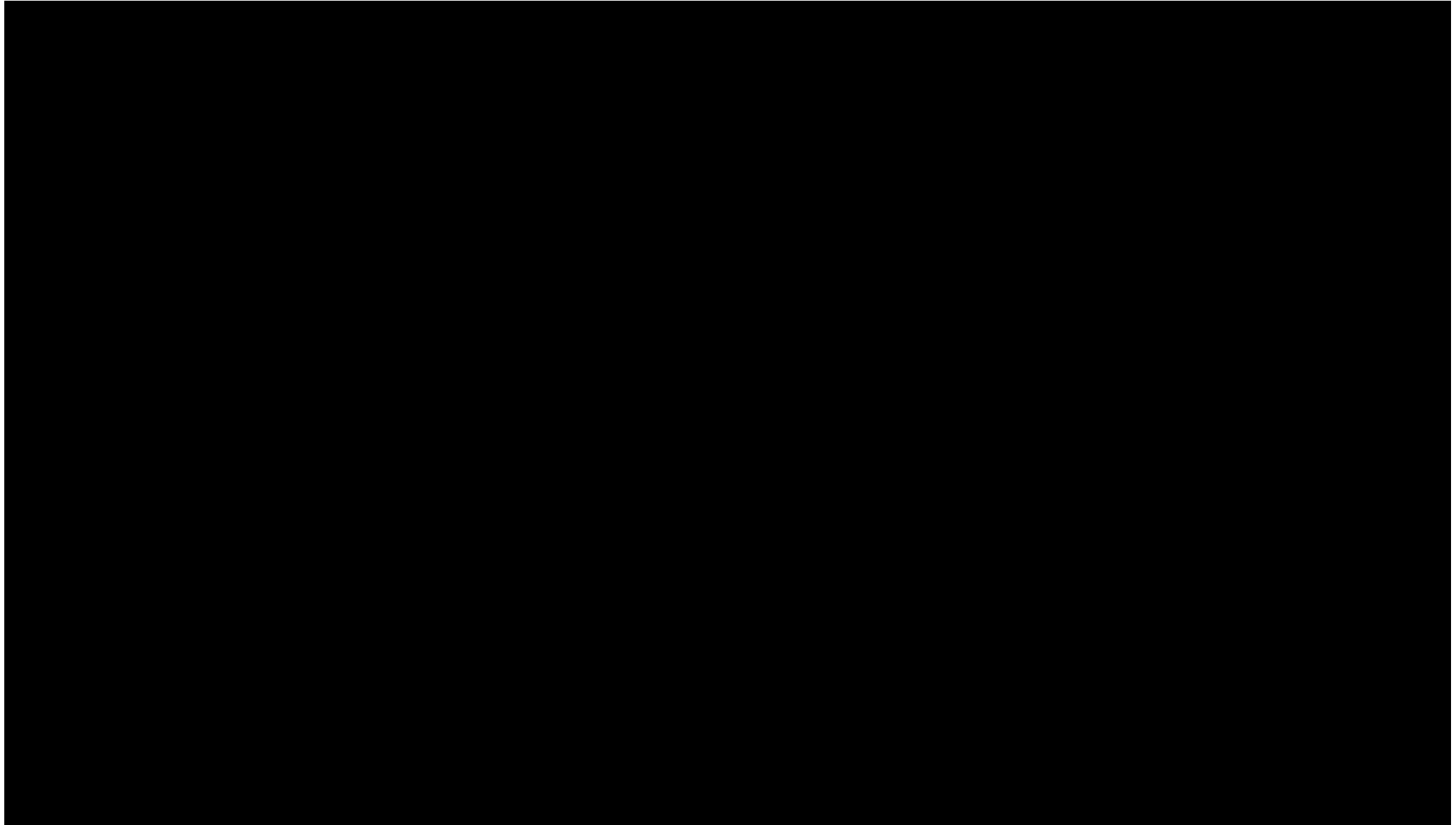
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Annex A to Part A: Services Levels and Service Credits Table



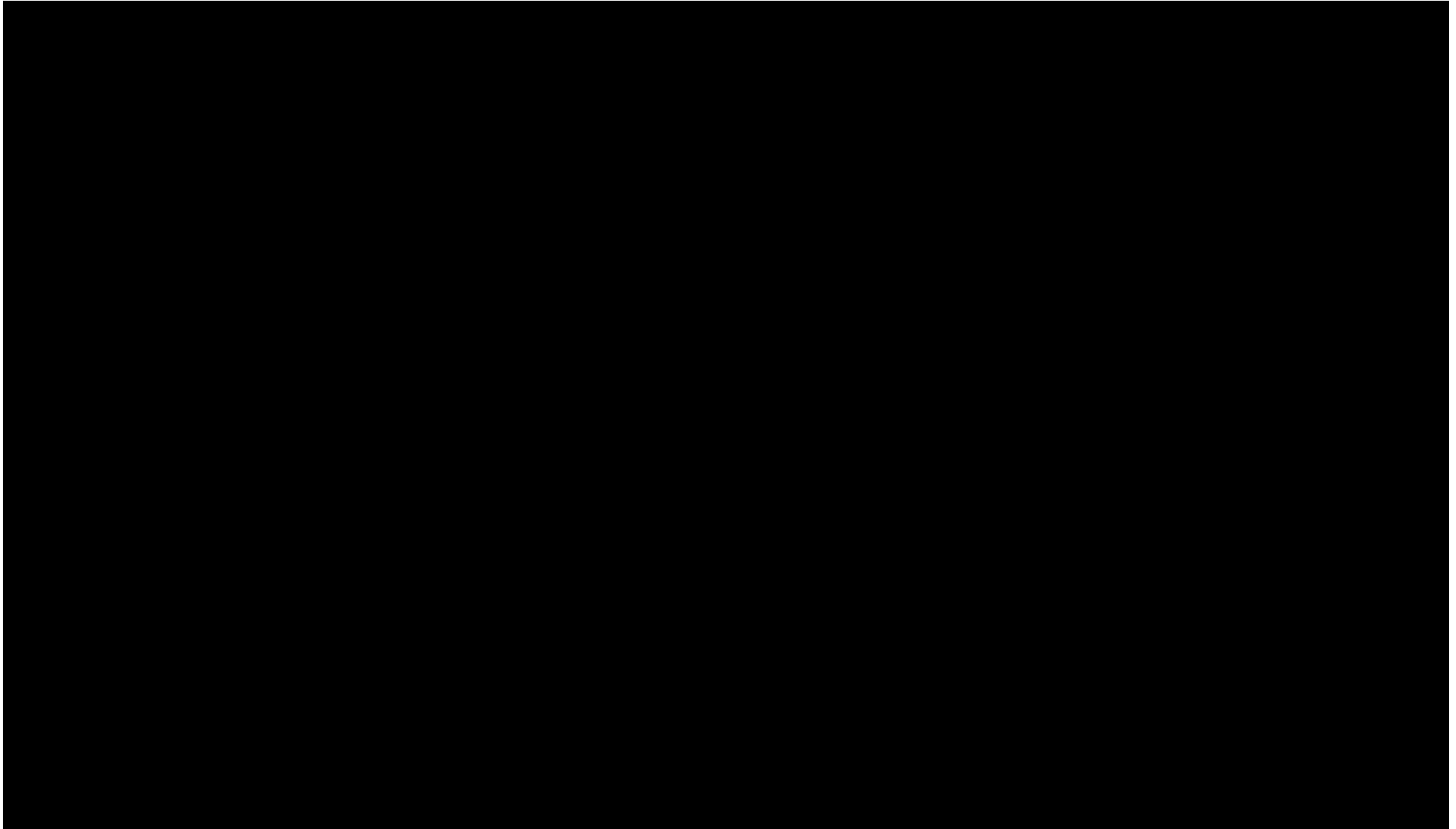
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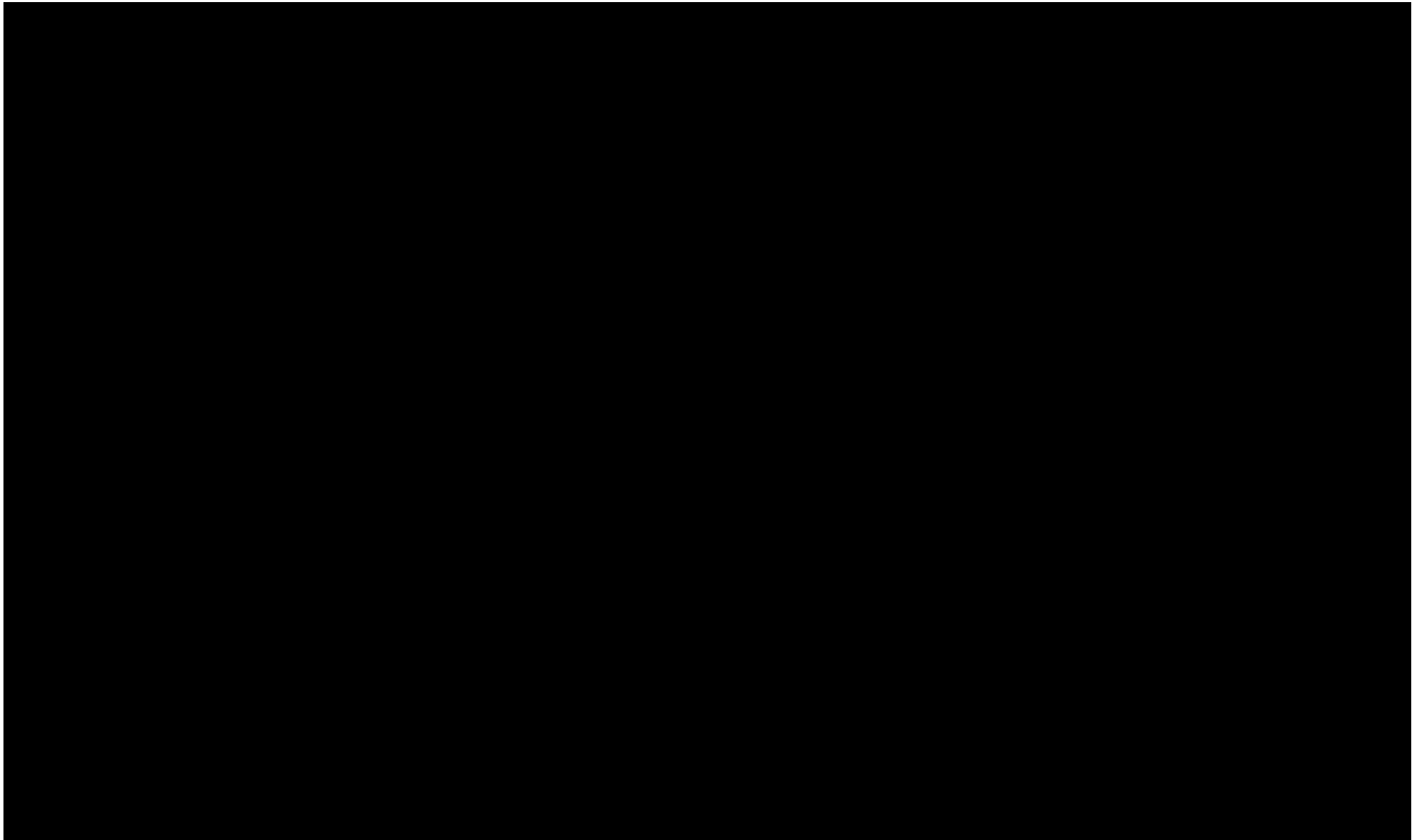
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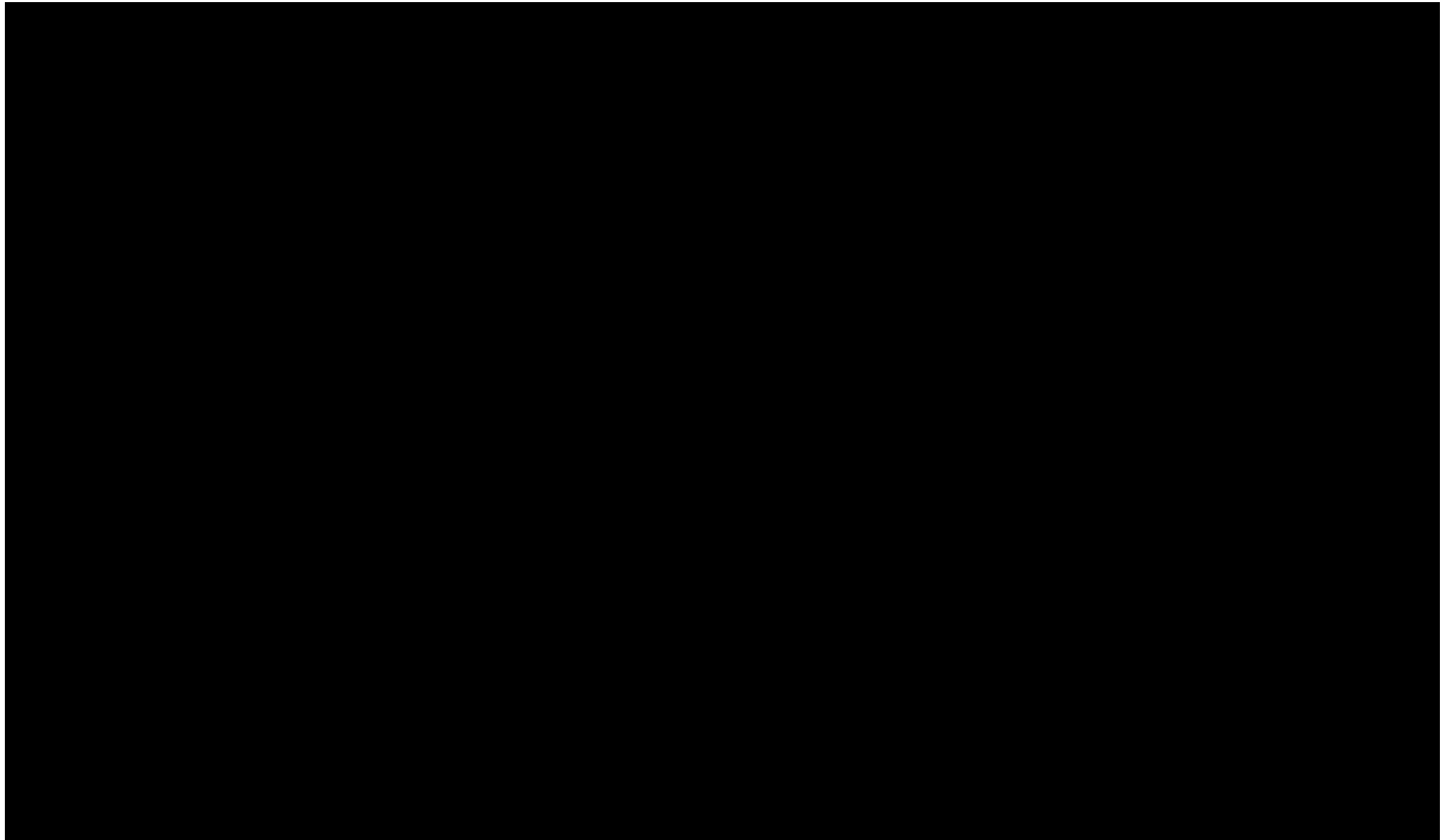
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Project Version: v1.0

Model Version: v3.1

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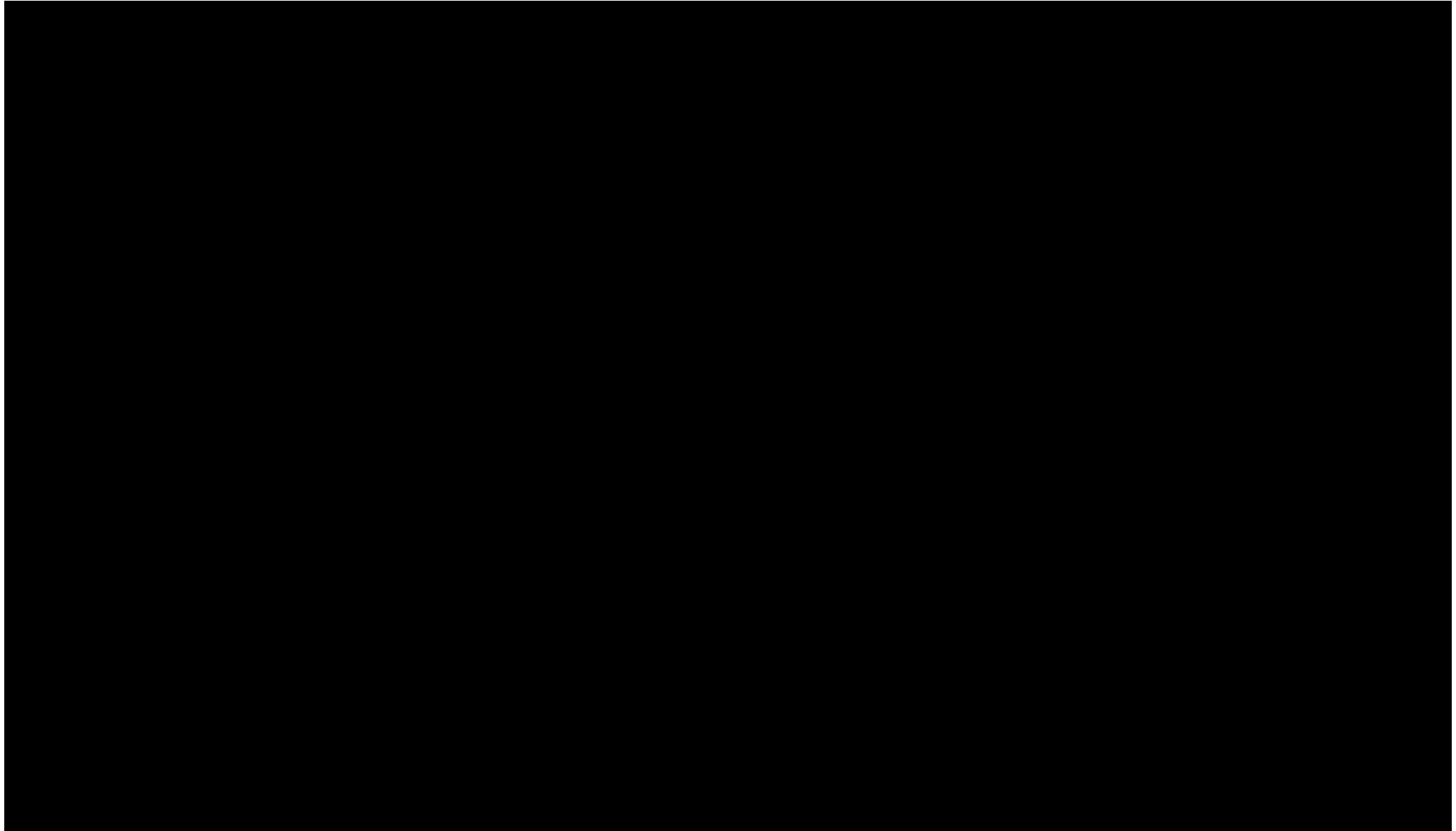
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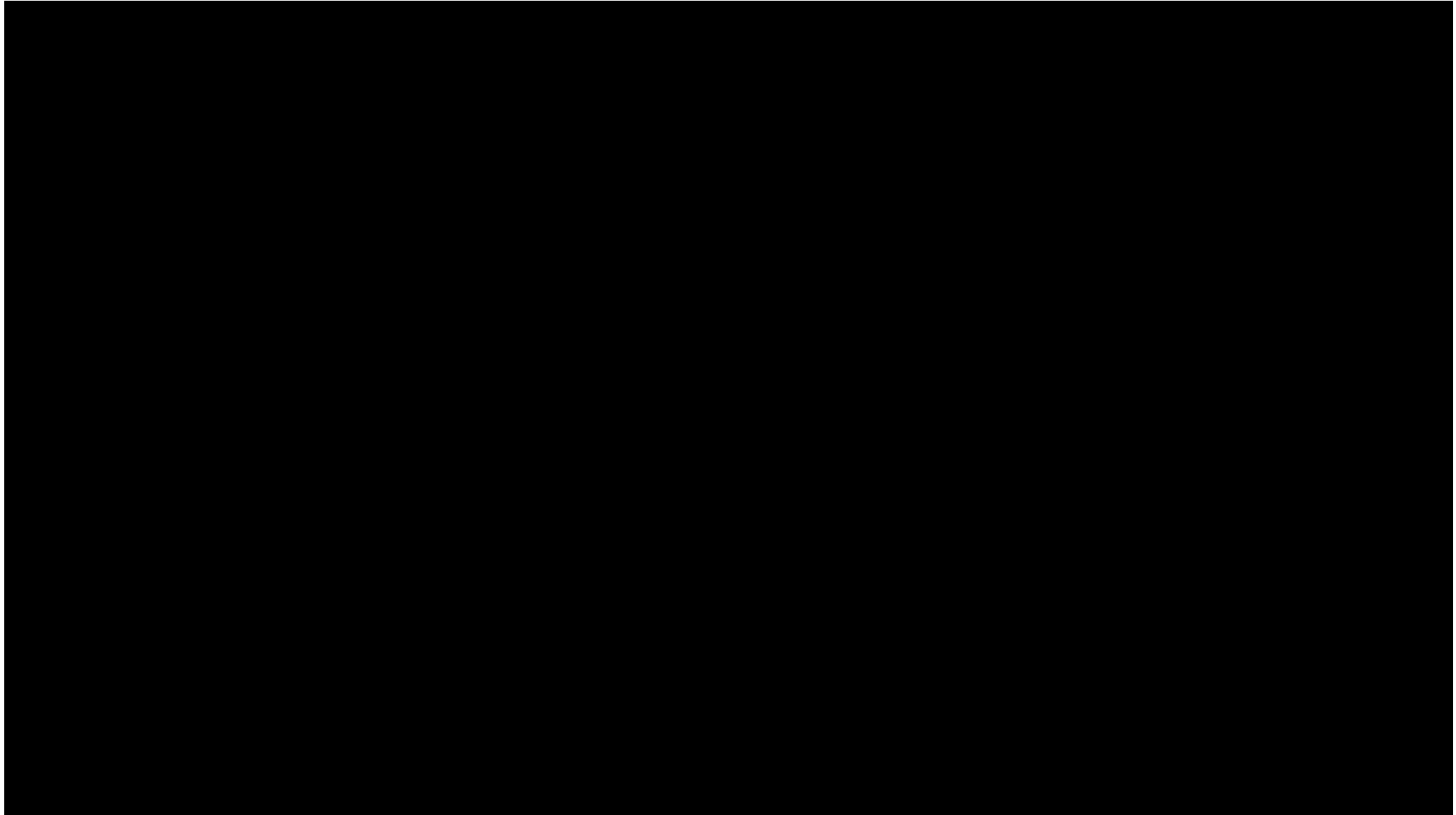
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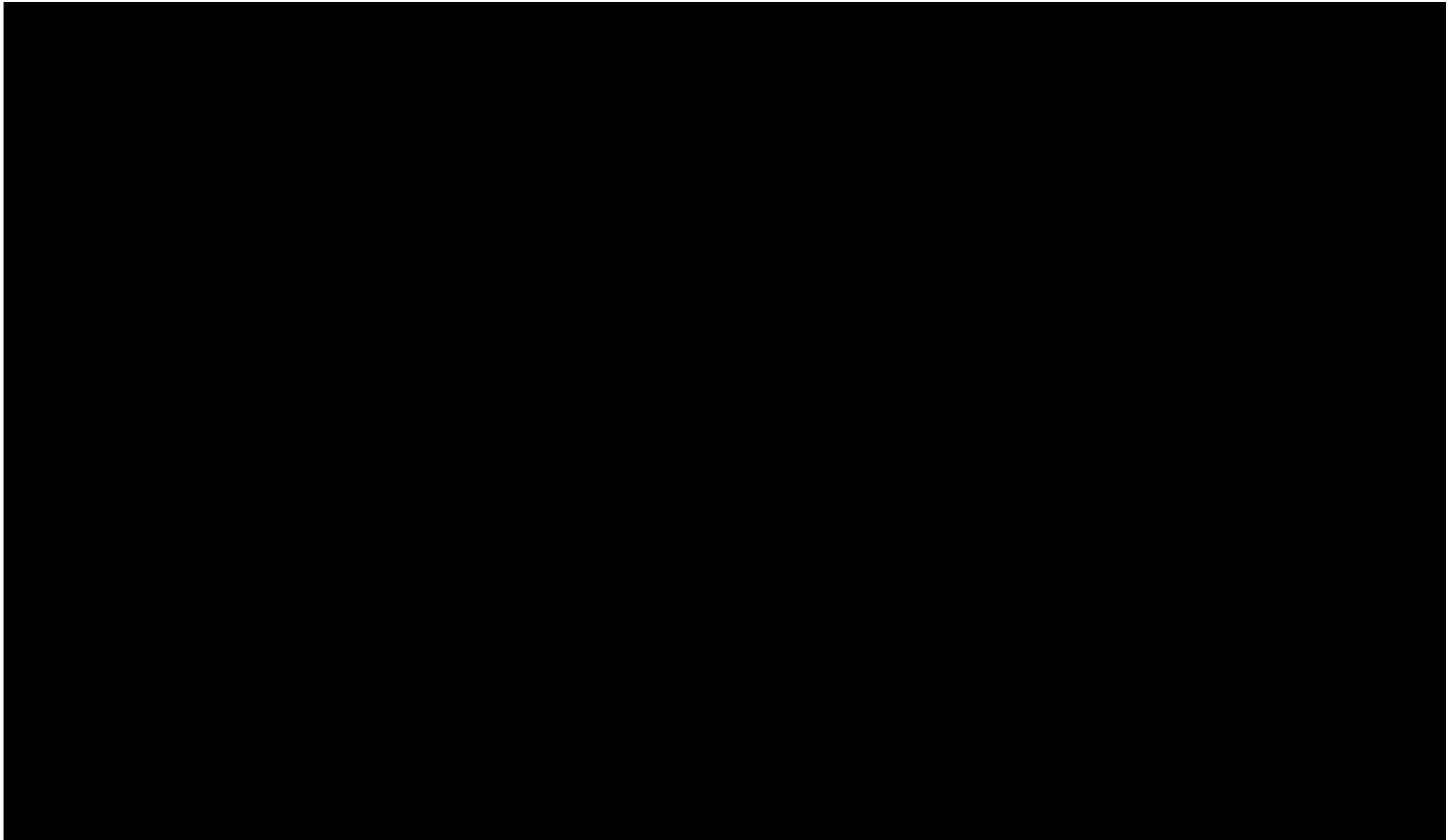
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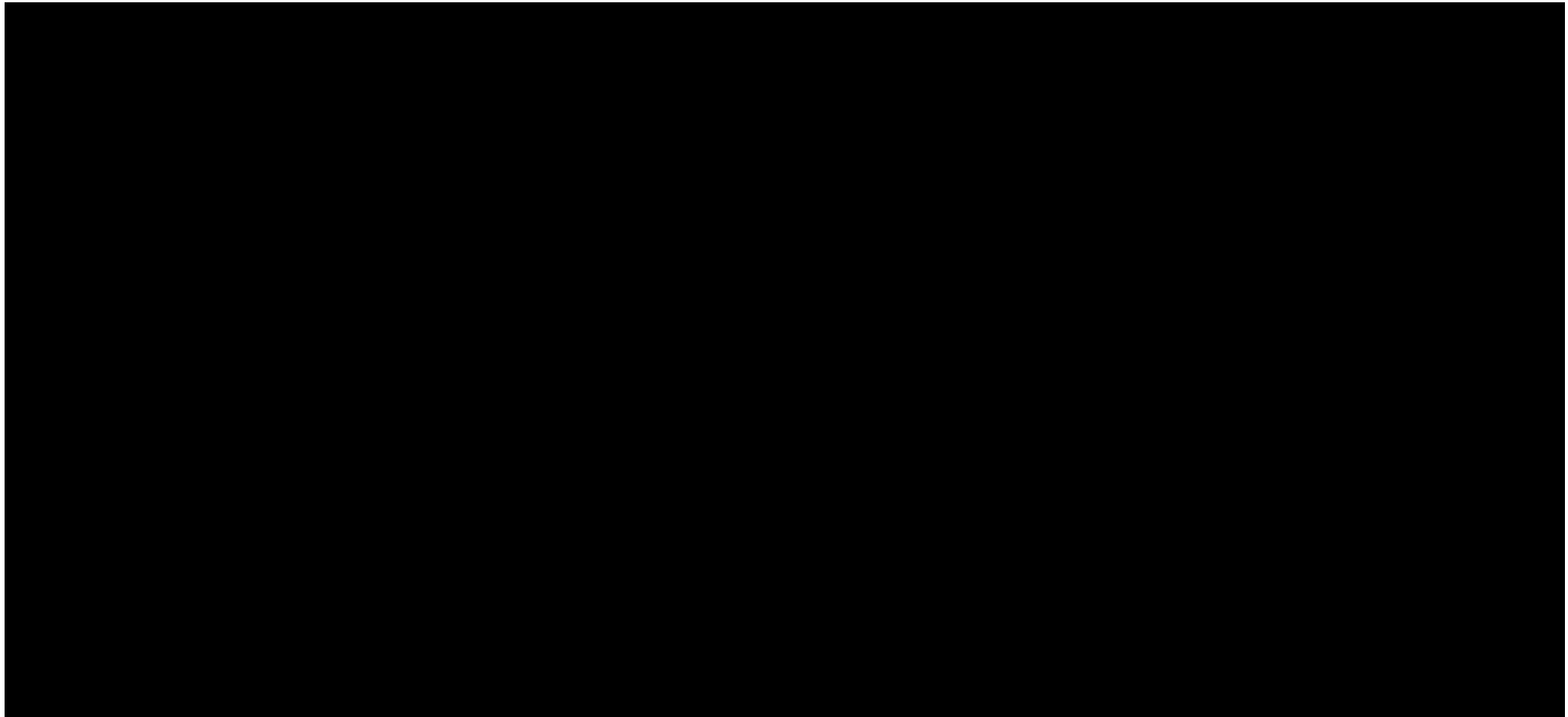
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Project Version: v1.0

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The Service Credits shall be calculated on the basis of the following formula:

Example:

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- 98% Service Level Performance Measurement required for accurate and timely billing Service Level
- 97.5% actual performance achieved against the Service Level Performance Measurement in a Service Period
- 0.5% below Service Level Performance Measurement requirement
- Assuming 20 credits for every 0.1% below Service Level Performance Measurement
- Service Credit of $0.5\% / 0.1\% = 5 \times 20 = \text{£}100$ for the Service Level Failure

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Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with Monthly performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the

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Buyer's Representative and any other recipients agreed at the relevant meeting.

- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule.

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2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier shall confirm the identity of the Supplier's Contract Manager within 5 Working Days of signing the Call-Off Contract. The Supplier's Contract Manager shall have a minimum of two years' industry experience in a similar role.
- 3.2 The Supplier's Contract Manager shall be:
 - 3.2.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.2.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 3.2.3 able to cancel any delegation and recommence the position himself; and
 - 3.2.4 replaced only after the Buyer has received notification of the proposed change.
- 3.3 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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3.4 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

3.5 The Supplier's Contract Manager shall promote, deliver and communicate transparency of pricing, savings and Commissions to the Buyer.

3.6 The relationship management provided by the Supplier shall be proportionate to the size and requirements of the Buyer.

4. Role of the Operational Board

4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

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4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

5.4 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer and the Supplier have identified.

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Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Monthly on the first Working Day of each Month.

Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	1 a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	2 any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	3 the Charges for Comparable Deliverables;
"Comparable Deliverables"	4 deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	5 a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	6 data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	7 that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	8 in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

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2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmark. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected, then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such

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proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- (a) a proposed cost and timetable for the Benchmark Review.
- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- (c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested, then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence.
 - (ii) the benchmarker's own data and experience.
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data.

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- (c) using the Equivalent Data, calculate the Upper Quartile.
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers).
- (b) exchange rates.
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule.

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value.
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at

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the direction of the Buyer in accordance with Clause 24
(Changing the contract).

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract in addition to Call-Off Schedule 23.

1. Introduction

The Buyer is seeking a Call-Off Contract under Solution B of the CCS Framework RM6164 – Public Sector Global Travel and Venue Solutions. The scope of the requirement is for the provision of the travel and venue booking services under CCS Framework RM6164, Solution B. The full details of the specific requirements can be found within this document. The Supplier shall wholly manage travel and venue booking services for the Department for Business and Trade (DBT) and the Trade Remedies Authority (TRA) to use. The Buyer (DBT) will be entering into the Call Off Contract both for its own benefit and for the benefit of TRA.

2. The Buyer's background

The Department for Business and Trade (DBT)

The Department for Business & Trade (DBT) has overall responsibility for developing, coordinating, and delivering new trade and investment policy for the UK, including preparing for and then negotiating Free Trade Agreements and market access deals with non-EU countries. DBT helps businesses to export, drives inward and outward investment, negotiates market access and trade deals, and champion's free trade.

DBT support businesses in all four nations of the UK, DBT work in:

- 9 regions around the world
- 117 separate markets
- 197 individual locations

Objectives

As an international economic department, DBT promotes the UK across the world, works to grow UK exports from every region and enhance our reputation as a top destination for foreign investment. The Department uses an end to-end structure to bring together policy, promotion, and financial expertise to break down barriers to trade and investment, access new markets, and works to ensure UK businesses are at the forefront of exporting opportunities. Now the UK has left the EU, DBT is pursuing the country's independent trade policy, working to deliver ambitious free trade agreements that benefit businesses and consumers and to ensure the UK's role as a champion of global free trade.

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Trade Remedies Authority (TRA)

The Trade Remedies Authority exists to defend the UK against unfair international trade practices. We investigate whether new trade remedies are needed to prevent injury to UK industries caused by unfair trading practices and make recommendations on appropriate measures to defend UK economic interests.

The Buyer (DBT) provides commercial services to TRA. This includes a managed procurement service. Services provided to TRA under the resultant Call-Off Contract will be managed by TRA. TRA will require separate invoicing to the central invoicing details given in Framework Schedule 6 – Solution B (Order Form Template and Call-Off Schedules). TRA will manage any identified elements of the requirements from the contract (if needed) and will be named on the Call-Off Contract under the lead buying departments name.

3. Background to the Requirement

The new provision will reflect the creation of the Department for Business & Trade, following the machinery of government (MoG) change announced on 7 February 2023 and the coming into force of The Secretary of State for Business and Trade.

The newly created DBT saw an additional 1,800 head count transferred across from other departments, taking the total population of DBT to approximately 7,300.

We anticipate the budget over a 4-year period to be approximately £100m. This budget includes both the Supplier's fees and all travel costs (i.e. third-party payments by the Supplier). This indicates potential for a significant increase to the current spend details below. In addition to the increased in personnel caused by the MOG, the rationale for the spend estimate is:

- The inflationary pressures resulting in increased costs for travel globally
- The lift of Covid restrictions and the resulting pent-up demand
- The increase in Trade Missions activity following Brexit
- The new departmental location strategy encouraging travel across the 7 DBT UK sites, (London, Cardiff, Birmingham, Edinburgh, Belfast, Darlington and Salford)

These factors as well as many others may result in DBT personnel travelling more in the next 4 years than previously anticipated. Therefore, with these factors, and accounting for contingencies, we are allowing for the sizeable increase in spend details above.

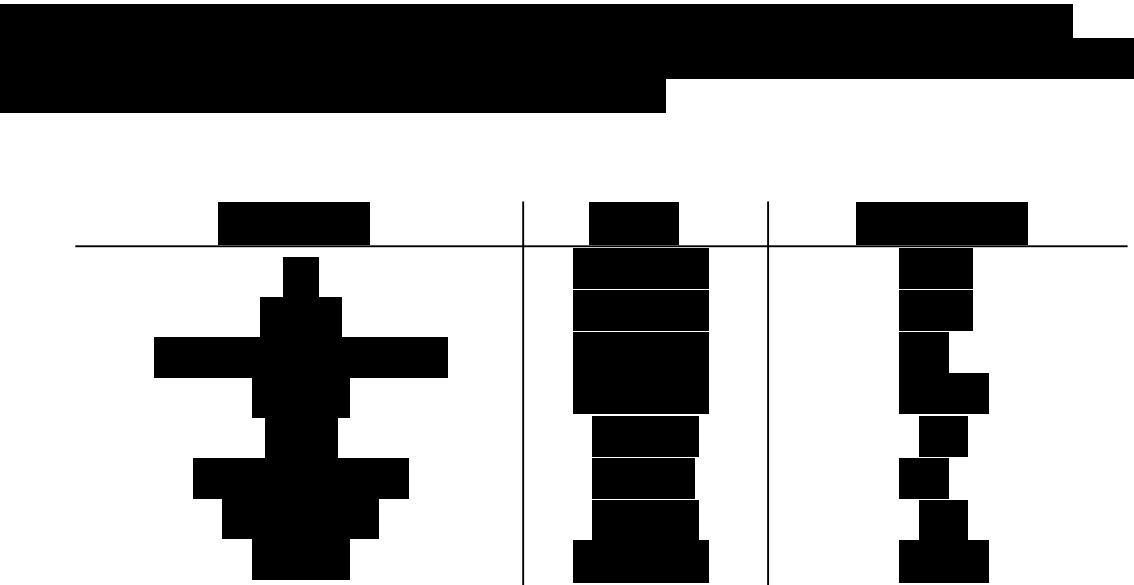
It must be noted that this anticipated travel spend is purely indicative and based on existing travel patterns, anticipated growth and future use. While travel is fundamental to the way in which DBT operates, the travel budget and employee travel policies are both subject to ongoing review, and actual travel may vary from budget. It is possible that spend will be less than budgeted, and all figures presented throughout tender documentation are aiming to present the most transparent information possible. DBT will not be liable for any lost

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revenues relating to budgetary and contract underspend, and any contract overspend will be managed appropriately under The Public Contracts Regulations 2015. Contract spend will be actively monitored by DBT and the awarded supplier.

Due to the makeup and nature of DBT’s business, travel is a core requirement for a substantial number of staff. DBT operates on an international stage and as such travelling is essential to meet the Department’s objectives. Ongoing Trade Missions and negotiations mean that DBT staff often need to visit various parts of the globe and stay for extended periods of time. These trips can be complex, including the requirement for assisted coordination to facilitate group bookings with demanding requirements. DBT travellers also visit some sensitive parts of world that will require additional security protocols.

Please see the spend breakdown below and how it illustrates the primary areas of spend activity:

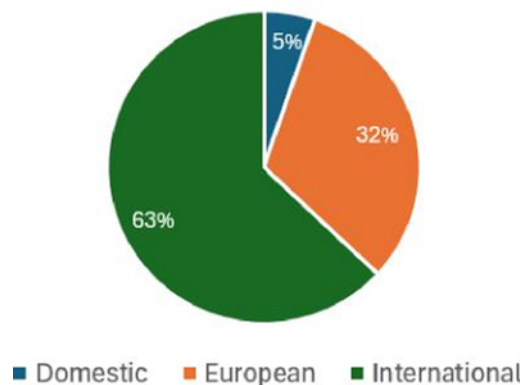


*Historical data for illustrative purposes only.

The chart below shows the percentage splits between Air travel for the same period:

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Air Travel Area Splits



4. The Requirement

4.1 The Department for Business and Trade (DBT), acting on its own and on behalf of UK Trade Remedies Authority (TRA) is seeking to procure a travel managed service for domestic and international travel which consists of;

- Air
- Rail
- Hotel
- Venue Hire
- Taxi Services

4.2 The Buyer (DBT) is seeking to appoint a single supplier to provide travel and venue booking services for an initial period of three (3) years, with an option to extend for 12 months.

4.3 The Supplier shall deliver the full range of requirements as set out in Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms) and the additional Services set out within this Call-Off Schedule 20 - Specification.

4.4 The Supplier shall provide a one stop shop Booking Solution where multiple booking solutions for each of the required elements (Air, Rail, Hotel, Venue Hire and Taxi Services) are delivered.

4.5 The Supplier shall ensure the Booking Solution will include domestic and international travel including air, rail, hotel bookings, meeting venue hire and taxi services.

4.6 The Supplier shall provide all services via a managed service provision.

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- 4.7 The supplier shall provide an online platform where all users can self-serve to arrange bookings.
- 4.8 The Supplier shall adhere to the Service Levels detailed in Call-Off Schedule 14 – Service Levels.
- 4.9 The Supplier shall allocate sufficient resources and appropriate expertise to the Contract.
- 4.10 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.11 Whenever a disaster causes the Supplier to allocate limited resources between or among its customers, the Supplier shall take steps to ensure that the Buyer's Deliverables and Service Levels are maintained.
- 4.12 The Supplier shall not provide priority over the Buyer to any other customers. In addition, in no event shall the Supplier re-deploy or reassign any Key Personnel to any other Supplier account in the event of a disaster.
- 4.13 The Supplier shall provide an account management service inclusive of;
 - 4.13.1 Customer service, offline booking support, support with complex itineraries, Visa and Passport support and a knowledgeable team comprised of travel subject matter experts supported by consolidated MI reports and monthly/quarterly reviews.
- 4.14 The Supplier shall consider the following key requirements:
 - 4.14.1 Price match guarantee (Competitive pricing)
 - 4.14.2 User friendly platform and/or mobile app
 - 4.14.3 Proximity criteria during accommodation search to find hotels closest to the UK embassy
 - 4.14.4 User profile with history to obtain the same search criteria and hotels
 - 4.14.5 24-hour, 365 days per year contact centre for emergency assistance

Booking Solution Access and Capability Requirements

- 5.1 The Supplier shall provide the support, access and functionality of the Online Booking Solution to the Buyer personnel via mobile devices such as tablets and smartphones or through a mobile booking app.
- 5.2 The Supplier shall work the Buyer to ensure that both the Online Booking System and any associated booking apps are tested and approved for use by DBT internal security and digital governance and processes.
- 5.3 The Supplier shall provide a duty of care mechanism in line with the following requirements;

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5.4 The Mobile booking app services shall include:

- 5.4.1 Functionality for travelling staff to see upcoming travel information (integrated with the Online Booking Solution), information of saved/'favorited' countries of interest, and notifications of incidents that occur at the destination, either prior to travel or during their trip.
- 5.4.2 A simple push-button check-in functionality that automatically notifies a nominated team/individual/system allowing staff to notify when they have arrived at a location. Such functionality will be for those staff requiring greater departmental oversight of their whereabouts, for example travelling to high-risk locations (Locations to be determined by the Buyer)
- 5.4.3 A simple push-button SOS functionality, or equivalent, to enable a traveller to alert the department they require assistance, and user-enabled tracking.
- 5.4.4 An automatic link between staff making travel bookings and receiving custom destination-specific reports/alerts.

5.5 The Online Booking Solution provided by the Supplier shall include:

- 5.5.1 The capability to provide 24/7 intelligence and platform monitoring, with visibility of travelling staff and the ability to provide incident response, management, and coordination.
- 5.5.2 A traveller overview map monitored 24/7 and overlaid with current incidents and risk ratings and the ability to automatically alert nominated contacts when there is an incident near to a location that a staff member is travelling to.
- 5.5.3 Integration of an alert for DBT users during the booking stage for international travel to complete the mandatory DBT travel risk assessment form. The alert shall be in the form of a Yes/No pop up for the user(s) to indicate whether they have completed the travel risk assessment form. The user must indicate 'Yes' in order to complete their booking.
- 5.5.4 Supply of pre-travel advisories, including in-country security recommendations.
- 5.5.5 Functionality for travelling staff to see upcoming travel information (integrated with the Online Booking Solution), information of saved/'favourited' countries of interest, and notifications of incidents that occur at the destination, either prior to travel or during their trip.

6. Operational Service Requirements

- 6.1 The Supplier shall provide a knowledgeable customer service team comprised of subject matter experts capable of providing relevant advice and support to the Buyer when needed for each service provided i.e. Air, Accommodation, Rail, Venue Hire and Taxi Services.

7. Support for Travellers and Bookers

- 7.1 The Supplier shall provide support to DBT and TRA users by providing the following: learning sessions with Q&A, interactive demo sessions, recorded video tutorial during the Implementation Period.

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3. Air Travel

8.1 The Supplier shall ensure that both the Offline Booking Solution and Online Booking Solution shall have the functionality or process to provide air bookings, domestic only with the services detailed below:

8.1.1 Required to offer a rail alternative to be displayed on the Online Booking Solution and/or mobile app for UK domestic flights.

4. Accommodation and Venue Find

9.1 The Supplier shall provide a cost effective booking service to provide for meetings, conferences and training courses that are required to be delivered virtually or digitally.

9.2 The Supplier shall ensure that Foreign Commonwealth and Development Office (FCDO) marker hotels (approved on security grounds) are identified as such on the system. These should appear at the top of the search list where applicable and marked as FCDO marker hotels.

5. Management Information and Data Reporting Requirements

10.1 The Supplier shall provide Performance Monitoring Reports and attend performance reviews to discuss any improvements and or concerns, in accordance with Call-Off Schedule 14 – Service Levels.

10.2 The Supplier shall provide Performance Monitoring Reports capturing the following:

10.2.1 The information set out in Paragraph 3.2 of Part B of Call-Off Schedule 14 Service Levels;

10.2.2 Bookings that have been made outside the DBT/TRA Travel Policy (which shall be provided to the Supplier during the Implementation Period);

10.2.3 Number of accommodation non arrivals (no shows) that has resulted in the accommodation venue applying charges;

10.2.4 Missed savings including value (£) where the Buyer has not selected the lowest available rate;

10.2.5 Dashboards in both a graphical and table format summarising the information set out under the title “Delivery including Call-Off Changes Report” in the table in Annex A of Call-Off Schedule 1 (Transparency Report), and

10.2.6 Where relevant for the Performance Monitoring Report, the information set out in Paragraph 22.7 (Social Value).

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Project Version: v1.0

Model Version: v3.5

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10.2.7 The supplier shall provide a secure, central portal to enable the Buyer, to self-access their dashboard, management information (including travel data, booked data and invoiced data) and reports. The portal shall offer the capability to customise reports and access raw data; or

10.2.8 such alternative secure communication method in relation to the CA's dashboard, management information (including travel data, booked data and invoiced data) and reports as specified by the Buyer at the Call-Off Contract Start Date

10.3 The Supplier's contract manager is required to deliver the following requirements within their roles and responsibilities:

10.3.1 Require Quarterly business review meetings.

10.3.2 Define spend data to be presented.

10.3.3 Require a minimum of 3 savings initiatives to be presented at each quarterly review.

10.3.4 Require an annual deep dive report (specifications to be agreed).

11. Technology Requirements

11.1 Access to the Online Booking Solution via Website & IOS mobile iPhone App. The Supplier shall provide:

11.1.1 Secure unrestricted access to the Online Booking Solution to the Buyer via the Supplier integrated App which must be made available for staff bookings using Buyer iOS mobile iPhone or Androids.

11.1.2 Online Booking Solution should provide interactive maps of areas of risk, travellers location etc.

Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms)

1. Introduction

- 1.1 The Buyer has decided to order Deliverables under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules) including specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms) and the Core Terms.
- 1.2 The purpose of this Schedule is to:
 - 1.2.1 provide a description of the Services that the Supplier shall be required to deliver to the Buyer under the Call-Off Contract; and
 - 1.2.2 confirm the specific obligations of the Supplier in relation to the Services; and
 - 1.2.3 to amend the Core Terms insofar as necessary in respect of the Services being provided.
- 1.3 Save where expressly noted otherwise, the provisions of this Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms) shall apply to all Services.
- 1.4 All CCS Public Sector Negotiated Programmes will be made available to all suppliers of RM6164 for the duration of the Framework Contract and Call-Off Contracts and will remain available to all current incumbent suppliers of RM6016 until its expiry.

2. Definitions

- 2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Application Programming Interface (API)”	a collection of prewritten packages, classes, and interfaces with their respective methods, fields and constructors;
“Authorising Officers”	the Buyer’s authorised representatives who are permitted to approve out of policy bookings, as confirmed by the Buyer to the Supplier in writing from time to time;

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“Booker”	an employee, agent or representative of the Buyer who wishes to make a booking via online or offline methods;
“CCS Preferred Venue Terms and Conditions”	the document detailing the preferred terms and conditions of CCS for when booking a meeting venue. It contains things like cancellation and payment terms;
“CCS Public Sector Negotiated Programme” or “Public Sector Programme”	the current range of Commissionable Inventory and Non-Commissionable Inventory negotiated by CCS and made available to central government, wider public sector and third sector through current and future commercial arrangements with suppliers of travel services and/or venue find services that have entered into an agreement with CCS;
“Commissionable Inventory”	the Inventory which earns Commissions;
“Commissionable”	capable of earning Commissions;
“Commissions”	all monies, gifts, rewards, other income or benefits earned from Third Party Providers on Public Sector and third sector spend through RM6164 that is given or made available to the Supplier; this includes, but is not limited to, monies paid per-booking, gifts, rewards, overrides, growth incentives, financial and non-financial sales & marketing incentives/funds, GDS payments, merchant rebates, other rebates and any other type of revenue or benefit;
“Complaint”	any written complaint in relation to the Supplier’s performance of the Services, which shall be handled in accordance with the Complaints Procedure;

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“Complaints Procedure”	the procedure for processing Complaints as set out in paragraph 19 of this Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms);
“Core Working Hours”	the core working hours set out in the table in Annex B to this Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms);
“Data Set”	a collection of information on the Buyer’s travel requirements that is composed of separate elements;
“Digital Service Standard”	the Digital Service Standard as set out in https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction ;
“Environmental Management System” or (“EMS”)	the management of an organisation’s environmental programs in a comprehensive, systematic, planned and documented manner. It includes the organisational structure, planning and resources for developing, implementing and maintaining policy for environmental protection;
“Global Distribution System (GDS)”	a network operated by a company that enables automated transactions between travel service providers (mainly airlines, hotels and car rental companies) and travel agencies in order to provide travel-related service e.g. booking airline tickets and hotel accommodation. Airlines, hotel chains, etc. use these systems to distribute their products: seat/room availability and prices, etc.;
“Go Live”	the date from which the Supplier shall ensure that all discounted Commissionable Inventory and Non-Commissionable Inventory rates are available to book by the Buyer;

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“Group Booking”	a booking made for nine (9) Travellers and/or delegates or more;
“Implant”	an employee of the Supplier based at the Buyer’s Premises;
“Inventory”	the complete list of fares and/or rates on the open market (regardless of whether Commissionable or not), including all CCS Public Sector Negotiated Programme rates and fares;
“LCC”	low cost carrier e.g. Easyjet, Ryanair;
“Level 3 Data”	level 3 processing requires the capture of specific line item data in credit card transactions. These additional data fields include merchant name and address, invoice number and tax amount, plus line item details such as item description, quantity and unit of measure, freight amount, and commodity and product codes;
“Multi Modal Booking”	a booking for a journey combining two or more modes of travel e.g. air + rail or rail + ferry;
“Multi City Flight”	an itinerary that doesn’t follow a typical there-and-back pattern, but instead goes from Point A to Point B and on to Point C (and possibly Point D, etc.). A multi-city itinerary can be used to create a layover, visit several cities in one trip, or fly back to a different airport than where you started. The flights do not need to be with the same airline;
“New Distribution Capability” (“NDC”)	the travel industry-supported program (NDC Program) launched by IATA for the development and market adoption of a new, XML-based data transmission standard (NDC Standard). The NDC

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	Standard enhances the capability of communications between airlines and travel agents;
“Non-Commissionable Inventory”	the Inventory which does not earn Commissions;
“Non-Commissionable”	not capable of earning Commissions;
“Offline Booking Solution”	the Supplier’s offline solution for the delivery of the Services in accordance with this Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms) and the Contract;
“Online Booking Solution”	the Supplier’s online solution for the delivery of the Services in accordance with this Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms) and the Contract;
“Online Booking System”	the Supplier’s information and communications technology system (including any hardware, software, programs and databases, whether belonging to the Supplier or a third party, that are required to enable Bookers and Travellers to make bookings in accordance with this Contract) used for the provision of the Online Booking Solution;
“Price Match”	<p>a mechanism where the Supplier shall be given the opportunity to match the cheaper fare/rate via secure channels using secure/approved payment means in UK Sterling only, within realistic timelines. If the Supplier cannot match the price, then the Supplier shall refund the difference in fare or rate to the Buyer. For the purposes of Price Match:</p> <p>a) the airfare or rail ticket needs to be ‘like for like’ (exact origin, destination and routing) in the same class, at the exact same times and dates of travel</p>

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and with the same ticketing restrictions and penalties, and include any ancillary fees and taxes; and

b) the accommodation, booking terms and conditions must be the same; including, but not limited to, cancellation policy, payment terms, room type, meal plan, VAT or local taxes, credit card fees;

“Protected Characteristics”

age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; sexual orientation;

“Quality Management System” (QMS)

a collection of business processes focused on achieving quality policy and quality objectives to meet the Buyer’s requirements. It is expressed as the organisational structure, policies, procedures, processes and resources needed to implement quality management;

“Reason for Travel Codes (RFT)”

a code to capture Travellers’ business reasons for travel or nature of the business benefit derived or expected to be derived as a result of travel, as set out in Annex C to this Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms);

“Reasons”

a cause, explanation, or justification for selecting a specific journey and/or accommodation;

“Shared Facilities Register”

a list of meeting space across the Government Estate which can be used without charge. The register is owned and managed by the Government Property Unit (GPU) within the Cabinet Office and provides the host departments’ contact details of the local administrator that will book the rooms subject to availability;

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“Solution A”	in respect of the Deliverables, the booking of domestic and international travel and venues from UK and overseas points of sale;
“Solution B”	in respect of the Deliverables, the booking of domestic and international travel and venue from UK points of sale;
“Super User”	a user confirmed by the Buyer in writing with special privileges needed to administer and maintain the system in accordance with the Contract;
“Third Party Provider”	the end provider of the travel and/or venue services that has a direct contract with the Buyer (for example: a Train Operating Company (TOC), a hotel, an airline);
“Ticket on Departure” “(TOD)”	collection of tickets at the train station;
“TOC”	is an acronym for Train Operating Company; a business operating passenger train services;
“Travel/Expenses/ Meeting Policy”	the Buyer’s policy, which clarifies its position on business travel, expenses and meetings and defines the procedures to be followed by employees, agents or representatives of the Buyer for authorised business travel and tells them what they can and can't spend on travel, expenses and meetings;
“Travellers”	<p>a) an employee, agent or representative of the Buyer; and/or</p> <p>b) a pre-authorised guest (including members of the public and dependants),</p> <p>who is or will be, named on the booking as the person travelling and/or using the Services;</p>

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“Unit Identification Number” or “UIN” a common ‘data item’ to identify units, sub-units, organisations or groupings of organisations within the Buyer organisation.

2.2 In this Schedule, the letters ‘[N]’ and ‘[S]’ may appear at the end of certain paragraphs. These paragraphs will apply to both Solution A and Solution B. However, the letter denotes that there may be alternative requirements in relation to Solution A only. Please refer to Paragraph 25 for confirmation of their use and meaning.

3. Exclusion and amendments of certain Core Terms

3.1 When the Parties enter into a Call-Off Contract which incorporates this Schedule, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract unless otherwise set out in section 10 of the Framework Award Form:

3.1.1 Clause 3.1.2 does not apply to the Call-Off Contract;

3.1.2 Clause 3.2 does not apply to the Call-Off Contract;

3.1.3 Clause 7.5 shall be amended by the inclusion of the following wording at the end of Clause 7.5: “including arising out of or in connection with the termination of their employment and/or the exercise of the Buyer’s right under Clause 7.2”;

3.1.4 Clause 10.6.2 shall be amended so that the maximum value of the payment is limited to the total sum payable to the Supplier in the Contract Year if the Contract had not been terminated. Accordingly, the words “in the Contract Year in which termination occurs” will be added before the words “if the Contract” in the second sub-clause of Clause 10.6.2;

3.1.5 Clause 14.4 shall be amended by the inclusion of the words “(including, but not limited to, the Supplier System)” after the words “Supplier system”;

3.1.6 Clause 14.8, bullet point 3, shall be deleted and replaced with the following wording: “must securely (i) destroy all Storage Media that has held Government Data at the end of life of that media, or (ii) erase all Government Data from all Storage Media prior to any sale, gift or other transfer of that media, in each case using Good Industry Practice”;

3.1.7 a new Clause 15.8 shall be added at the end of Clause 15 as follows:

“15.8 Nothing in this Clause 15 shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of the Contract in the course of its normal business to the extent

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that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of its Intellectual Property Rights.”.

4. Provision of the Services

- 4.1 The Buyer is not obliged to procure all of the Services described in this Schedule. The decision on which Services will be procured will be set out in Call-Off Contract Schedule 20 (Specification).
- 4.2 The Buyer does not guarantee any exclusivity, quantity or value of work under the Call-Off Contract.
- 4.3 The Supplier will be acting as the Buyer's agent and not the principal in relation to any bookings and reservations made in relation to the Services.
- 4.4 In the performance of the Services and the Supplier's other obligations under the Contract, the Supplier will at all times comply with all applicable Law and have in place and maintain all required registrations, certifications and affiliations.
- 4.5 The Supplier will ensure that it has sufficient levels of suitably qualified personnel with the relevant experience available at all times to provide the Deliverables in accordance with the Service Levels throughout the duration of the Contract. Failure to do so shall amount to a material Default of the Call-Off Contract entitling the Buyer to terminate without notice.
- 4.6 The Supplier shall ensure that their staff understand the objectives and implement the Travel/Expenses/Meeting Policy of the Buyer and shall provide the levels of customer service in accordance with Call-Off Schedule 14 (Service Levels) to the Buyer throughout the Call-Off Contract Period.
- 4.7 The Supplier will provide additional supporting services not specifically identified in this Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms), but that are reasonable and typical within the industry for the Services such as travel advice. Such supporting services will be provided upon request and at no charge to the Buyer.
- 4.8 Changes to the way in which the Services are to be delivered which could potentially have a material adverse effect on the Deliverables must be brought to the Buyer's attention as soon as reasonably practicable and shall be agreed between the Buyer and Supplier prior to any changes being implemented.
- 4.9 Subject to Paragraph 4.10, where Deliverables are described in this Schedule but are not mentioned in the pricing matrix, the pricing of such Deliverables shall be deemed to have been included in the Supplier's overall offering and therefore no additional pricing can be charged/added.
- 4.10 The Supplier acknowledges that in the event that the Buyer wishes to access the Services as a contingency arrangement for individuals who have not booked their travel through this Contract (e.g. the repatriation of British Nationals in an emergency), the Supplier will work with the Buyer to facilitate

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access to the booking solutions under this Contract. This service can be priced outside of the Charges where the Supplier can evidence it is not economically viable to use the Charges and approval has been provided to the Supplier by CCS in writing.

- 4.11 The Supplier shall use all reasonable commercial endeavours to understand and reduce supply chain impacts and risks to the Buyer and ensure that it leverages the aggregate volumes, it manages on behalf of the Buyer, to work with its supply chains to deliver sustainable and efficient services with the aim of achieving the best long-term, overall value for money for the Buyer.
- 4.12 The Supplier shall present new more efficient and effective ways of working to the Buyer during the contract review meetings, in accordance with Call-Off Schedule 15 (Call-Off Contract Management), including pro-actively developing and presenting market analysis and recommendations to leverage market opportunities further on an ongoing and continuous dynamic basis, offering expertise, knowledge and advice regularly on the design and ongoing development of His Majesty's Government travel policy, market intelligence/reports, training of end-users and communications best practice etc. as a trusted professional travel adviser beyond that of just a travel provider.

5. Booking Solution Access and Capability

Requirements The Supplier shall provide the following Services:

- 5.1 The Supplier shall ensure that the Online Booking Solutions and Offline Booking Solutions data capture are not materially different across travel categories (e.g. rail, air, accommodation). Country level online and offline data shall be merged into one report for booked data and one report for invoiced data.
- 5.2 The Supplier shall ensure that the Online Booking Solution is available 24 hours a day, 365 days per year (or 366 in a leap year) across all the applicable point of sales throughout the entire duration of the Call-Off Contract. This excludes any planned scheduled outages for system maintenance and/or system upgrades that have been mutually agreed with the Buyer and offers the necessary language interface.
- 5.3 Booker access to the Online Booking Solution shall be via an individual's secure username and password in accordance with the requirements of the Security Policy. The password should be a minimum of 9 characters, comprising of alpha and numeric characters as agreed in the Security Policy. Unless otherwise agreed in writing between the Supplier and the Buyer, the Supplier shall be prepared to allow password changes every 45 days as a minimum if required by the Buyer. The Booker shall only need to sign into the Online Booking Solution once to access all the modes of travel or venues available for booking. [S]

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- 5.4 Requests for forgotten passwords and requests to change password should be facilitated online at any time and offline during Core Working Hours and shall be actioned without charge.
- 5.5 The Supplier shall provide the Buyer with a minimum of 2 weeks' advance notice of any system upgrade, the benefits that any system upgrades shall deliver, and detail any inconvenience or disruption and /or any actions required to be undertaken by the Buyer. The Supplier shall ensure such maintenance or upgrades shall be carried out with minimum disruption to the Deliverables. Online Booking Solution maintenance and upgrades shall be implemented as soon as is practicable, and:
 - 5.5.1 they shall be provided by the Supplier without charge; and
 - 5.5.2 they shall occur outside Core Working Hours.
- 5.6 Notification of maintenance and/or system upgrades shall be provided to the Buyer's lead contacts and a message placed on the Supplier's Online Booking Solution at least 2 weeks in advance of and again 48 and 24 hours before as a reminder to all Bookers.
- 5.7 The Supplier shall ensure any system maintenance and upgrades are tested via the Buyer's networks prior to the upgrade/version release going 'live', including any Third Party Providers that the Supplier is reliant upon. Any custom interfaces must be carried forward when any Supplier systems are upgraded.
- 5.8 Without prejudice to the Supplier's obligations in respect of the Security Requirements, in case of security breaches and unplanned system maintenance that may directly or indirectly affect the Buyer, the Supplier shall take all necessary actions, including, but not limited to, system maintenance immediately. Report of a security breach should be carried out in accordance with the Security Requirements. Information on non-availability of the Online Booking Solution is to be shared with the Buyer at least 1 hour in advance of the commencement of the emergency maintenance and or system upgrades. The Supplier shall inform the Buyer if any action is required and the benefits that any emergency upgrades shall deliver to the Buyer, with a minimum of 1 hours' notice.
- 5.9 As part of the Implementation Plan, the Supplier shall adapt the Online Booking Solution to reflect the Buyer's Travel/Expenses/Meeting Policy(s) during the Implementation Period (as defined in Call-Off Schedule 13 (Implementation Plan)). [S]
- 5.10 The Supplier shall further adapt the Online Booking Solution to reflect any changes in the Buyer's Travel/Expenses/Meeting Policy(s) and / or the Security Management Plan throughout the duration of the Call-Off Contract.
- 5.11 The Supplier Online Booking Solution and any other online system available to the Buyer shall comply with:
 - I. Government design principles,
<https://www.gov.uk/guidance/government-design-principles>

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- II. Government design system, <https://design-system.service.gov.uk/>
- III. Government standard design, <https://www.gov.uk/service-manual>
- IV. The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018

5.12 The Supplier shall enable the Super Users with the appropriate system access and training to undertake the following activities in accordance with the Buyer's requirements (the details of which shall be agreed between the Supplier and Buyer during Implementation Period):

- 5.12.1 allow bookings outside of the Buyer's departmental Travel/Expenses/Meeting Policy(s) subject to Buyer internal controls;
- 5.12.2 ability to self-register Traveller profiles; create Traveller profiles; amend Traveller profiles;
- 5.12.3 delete profiles, in accordance with the data security requirements; and
- 5.12.4 add Buyer specific messages to their tailored booking portal where technology exists. [S]

5.13 The Supplier shall provide the facility for uploading and updating Traveller-specific profile data, e.g. by CSV file or by direct integrated data feed from the Buyer's systems, subject to all necessary security and data protection standards required by the Buyer. [S]

5.14 The Online Booking Solution shall have the capability for Bookers to select and book travel using either pre-registered profiles, create their own profile or a guest profile.

5.15 The Supplier shall delete/suspend inactive profiles following a period of 13 Months (or as otherwise agreed with the Buyer in writing) inactivity from the last date of travel or as otherwise agreed with the Buyer. The process for deleting/suspending Traveller profiles shall be in accordance with the Buyer's requirements and agreed in accordance with Call-Off Schedule 13 (Implementation Plan). The Supplier shall inform the Buyer in writing when inactive profiles have been deleted/suspended.

5.16 The Supplier will:

- 5.16.1 provide a copy of all Traveller profiles to the Buyer on request from time to time and in such format as required by the Buyer; and
- 5.16.2 return to the Buyer all Traveller profiles on the termination of the Contract or such earlier date as requested by the Buyer; and
- 5.16.3 securely erase all Traveller profiles and any copies it holds on the termination of the Contract in accordance with the agreed Security Policy .

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- 5.17 If required by the Buyer, the Supplier shall ensure that the Online Booking Solution includes a pre-trip approval prior to the booking stage, or authorisation process of bookings.
- 5.18 Unless agreed otherwise with the Buyer in this Call-Off Contract, the Supplier shall ensure a booking cannot be made via the Online Booking Solution or Offline Booking Solution unless a full validated cost centre code or employee number or a full validated GL string, full validated project code or WPS number is provided by the Booker unless the payment is being made using an individual's credit card (as specified by the Buyer unless the Buyer's Travel/Expenses/Meeting Policy states otherwise). The cost centre code or employee number shall be validated against a list provided by the Buyer during the Implementation Period. This list shall be updated as frequently as necessary and given to the Supplier up to a maximum of 12 times per year by the Buyer. Any requests over 12 may be subject to an additional charge which shall be specified in this Call-Off Contract. An emergency code will be provided to the Supplier for when this requirement needs to be overridden. The Online Booking Solution shall provide the facility for users to update cost centre codes, employee numbers, GL strings, project codes and WPS numbers on profiles on an ad hoc basis.
- 5.19 The Supplier shall ensure that when using the Online Booking Solution, the Bookers are able to search for and be presented with the lowest cost fares and/or rates in the market from multiple sources of Inventory. The results of the search shall ensure that all available Inventory is clearly visible and appropriate to the search parameters entered by the Booker. All publicly available fares/rates, offers and promotional fares/rates, locally negotiated fares/rates and CCS Public Sector Negotiated Programme fares/rates should be displayed and available to book. It is mandatory that the Supplier shall not restrict any content and inventories in any way at all, without obtaining prior written approval from the Buyer. There are no exceptions to this mandatory requirement.
- 5.20 The Supplier shall make new Inventory available on the Online Booking Solution, including GDS and non-GDS content (e.g. API), or Inventory requested by the Buyer as a result of any changes in the supply landscape. New Inventory shall be made available within 14 days of either the request by the Buyer or any change in the supply landscape. When a new API implementation is impacted by Third Party Providers, the Supplier is to agree the timescale with the Buyer.
- 5.21 The Online Booking Solution should provide Bookers with access to all published fare/rate rules, restrictions, terms and conditions including, but not limited to, the rules for penalty clauses, amendment, and exchange and cancellation periods.
- 5.22 Unless agreed otherwise with the Buyer in this Call-Off Contract, the Online Booking Solution shall prioritise all air, rail and accommodation rates by (at a minimum) price, from lowest to highest, highlighting those that are within policy as defined in the Buyer's Travel/Expenses/Meeting Policy(s). The

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Online Booking Solution shall also have the functionality to identify when the Booker does not select the lowest cost option, and alert the Booker before they confirm the booking. Prioritisation by other factors is non-mandatory.

5.23 The Supplier shall ensure the Online Booking Solution and the Offline Booking Solution captures the Reasons for booking out of the Buyer's Travel/Expenses/Meeting Policy at the time of booking via a drop-down list of Reason For Travel Codes and shall be recorded through the Management Information (MI) process.

5.24 The Online Booking Solution shall have the facility to communicate, at the point of booking, important messages to Bookers and Travellers regarding situations that are likely to impact their specific travel booking including, but not limited to, hotel refurbishments, travel disruptions, flight delays, adverse weather, industrial action, specific events (e.g. football matches) and Online Booking Solution outages. Any important messages to be published on the Online Booking Solution that are not related to travel disruptions shall be submitted to the Buyer for approval no later than 48 hours prior to publication. [S]

5.25 The Supplier shall be required to disable any service(s) which are not included in the scope of the Call-Off Contract subject to agreement with the Buyer.

5.26 The Supplier shall ensure a history of confirmed travel and/or meeting itineraries is available to Bookers and Travellers of the Buyer. The Online Booking Solution shall allow Bookers to save frequently used routes and accommodation providers as a template for future reference to enable efficient processing of bookings for frequent journeys.

5.27 The Supplier shall ensure that there is a facility to book Multi Modal Bookings e.g. air and rail as part of one booking. Such bookings should attract a single transaction fee providing all elements are booked at the same time, in accordance with Call-Off Schedule 5 (Pricing Details).

5.28 The Online Booking Solution shall be customizable; at a minimum it should be possible to display the Buyer's logo on the landing page of the Online Booking Solution.

5.29 Any API implementation shall conform to His Majesty's Government best practice <https://www.gov.uk/guidance/gds-api-technical-and-data-standards>.

5.30 The search results shall provide information including, but not limited to, routes, accessibility restrictions, journey times, and CO2 emissions per booking.

5.31 Emissions reporting must be in accordance with the Government guidance on Measuring and reporting environmental impacts: guidance for businesses (<https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses>), as amended, using the relevant government emission conversion factors for greenhouse gas company reporting (<https://www.gov.uk/government/collections/government-conversion-factors-for-company-reporting>) unless otherwise notified by the Buyer.

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Model Version: v3.5

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- 5.32 The Supplier shall provide solutions to prevent Bookers from either viewing or booking fares/rates that are:
- 5.32.1 not within the Buyer's Travel/Expenses/Meeting Policy limits; and/or
 - 5.32.2 fares/rates that the Buyer (and/or CCS) has requested in writing to the Supplier to be removed from the Online Booking Solution.
- 5.33 The Online Booking Solution and/or Offline Booking Solution should have the capability for the Buyer's Bookers to book and ticket travel where the point of origin is outside the country from which they are making the booking.
- 5.34 The Online Booking Solution shall have the facility to import the travel/meeting venue itinerary details into the calendar that is linked to the Traveller's registered email address. [N]
- 5.35 The Online Booking Solution should display fares/rates and availability on the day before and the day after the dates selected by the Booker. [N]
- 5.36 The Online Booking Solution options shall be shown on a single screen, with price comparisons between travel modes, for example appropriate rail and air journeys, and should it become available during the term of the Call-Off Contract, whole journey costs. [N]
- 5.37 The Supplier shall provide an Offline Booking Solution which offers the Buyer all options as reflected in the Online Booking Solution as well as any available offline content which may not be reflected in the Online Booking Solution. The Suppliers must not restrict the options presented to Bookers in any way not approved in writing by the Buyer including, but not limited to, their own preferred partners and/or to rates and/or fares that give the Supplier a financial return, or other benefits.
- 5.38 If requested by the customer the Supplier shall provide the support, access and functionality of the Online Booking System to the Buyer personnel via mobile devices such as tablets and smartphones or through a mobile booking app. This functionality must not compromise data security in any way and or increase security risks to the Customer(s) or His Majesty's Government (HMG). Any security risk will be assessed by the Security Working Group and any necessary modifications must be carried out by the Supplier before the go-live stage of the mobile booking app at no cost to the Customer in accordance with Call-Off Schedule 9 - Security.

Operational Service Requirements

The Supplier shall provide the following Services:

- 5.39 If requested by the Buyer, the Supplier shall provide in-house travel Implants to deliver all aspects in scope of the Buyer's travel requirements. [S]
- 5.40 The travel service delivered must adhere to the [service standard](https://www.gov.uk/service-manual/service-standard) (<https://www.gov.uk/service-manual/service-standard>), and pass the necessary assessments for internal travel services.
- 5.41 The Supplier shall provide operational travel management supporting services; these services shall be agreed between the Supplier and the Buyer

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in Call-Off Schedule 20 (Specification) and Call-Off Schedule 5 (Pricing Details), if applicable.

5.42 The Supplier shall provide a service for the facilitation and/or processing and submission of travel visas and passports, including:

5.42.1 a visa and or passport query(s) and or support service; and

5.42.2 a service for the provision to purchase currency, which shall be undertaken at the commercially advantageous exchange rate on the day. Exchange rates will be monitored by the Buyer.

5.43 The Supplier shall provide the facility to book:

5.43.1 parking requirements at airports, railway stations and ferry ports;

5.43.2 parking by an attendant; and

5.43.3 an airport, railway station or ferry port “meet and greet” service. [N]

5.44 The Supplier shall provide detailed booking information including, but not limited to, directions and contact details for each car park reservation.

5.45 The Supplier shall provide the facility for the Buyer to:

5.45.1 book tickets for all scheduled coach journeys for example on intercity coach journeys;

5.45.2 bulk purchase bus tickets; and

5.45.3 hire a coach with a driver. [S]

5.46 The Supplier shall take overall responsibility for ensuring that all Third Party Providers that they engage under this Call-Off Contract are compliant with the current and future legislation applicable to all Services, including, but not limited to all applicable Laws relating to coach hire and driver services and minicab / taxi booking services.

6. Support for Travellers and Bookers

The Supplier shall provide the following Services:

6.1 The Buyer shall notify the wording for any automated attendant model and/or interactive voice response telephone script to the Supplier, which shall be used when processing offline bookings by telephone. Answer machines and/or automated attendant model shall be kept to 1 level of the call tree.

6.2 The Supplier shall provide support to Travellers or Bookers who may have specific requirements related to Protected Characteristics, outlined in the Traveller's or Booker's profile or communicated during the booking process, to ensure that they are able to access the Services and that all associated travel and booking arrangements are met. In particular any requirements relating to disability are to be catered for in accordance with the Equality Act 2010.

6.3 The Supplier shall advise, at the time of booking, any publicised travel issues that may disrupt the Traveller's journey or booking including, but not limited to,

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- hotel refurbishments, travel disruptions, flight delays, adverse weather, industrial action, specific events (e.g. football matches).
- 6.4 The Supplier shall arrange any supporting services required by Travellers and/or delegates with specific needs, the details of which will be provided at the time of booking, for example, assistance upon arrival at the venue, extended transfer times, wheelchair ramps at a station and assistance to board and alight from a train or aircraft.
 - 6.5 The Supplier shall highlight all additional charges applicable to the booking, including but not limited to transaction and ticket delivery / collection fees, and provide advice to Travellers and Bookers in order to minimise these charges.
 - 6.6 The Supplier shall provide a service to book valuable or sensitive items, for example government papers, firearms or musical instruments, animals on flight or rail bookings. The Supplier shall advise of the best method of doing this, for example, the need to book an additional seat, or to book the item as increased baggage allowance.
 - 6.7 The Supplier shall provide the facility for offline bookings to be made on a guest profile without the need to create or store a permanent Traveller profile.
 - 6.8 The Supplier shall provide the facility to set up profiles for Travellers with non-UK passports at no additional cost.

7. Bookings

The Supplier shall provide the following Services:

- 7.1 The Supplier shall make available, at all times via the Online Booking Solution and Offline Booking Solution(s), all CCS Public Sector Negotiated Programmes, discounted, advance purchase, special offer, promotional, Commissionable and Non-Commissionable rates and any other available Non-Commissionable special offers for the Buyer to book. The Supplier shall inform the Buyer (and CCS) of all accommodation rates that the Supplier negotiates or make available specific to the Buyer.
- 7.2 The Supplier shall ensure any faxes/emails sent from the Supplier to a Booker, Traveller or accommodation provider are transmitted successfully before the date of travel or the meeting date.
- 7.3 The Supplier shall notify in writing the Third Party Provider (e.g. accommodation provider) at the time of booking (online and offline) whether the Traveller has any special needs as communicated by the Booker or the Traveller at the time of booking.
- 7.4 On all booking confirmations, and all associated correspondence, including, but not limited to, information shared with Third Party Providers, the Supplier shall ensure that the Buyer's department identity is not revealed under any circumstances unless instructed otherwise and agreed in writing during the Implementation Period in accordance with Call-Off Schedule 13 (Implementation Plan).

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- 7.5 The Supplier shall ensure that travel providers are fully aware of the circumstances around specific offline booking types as detailed by the Booker, for example compassionate journeys, and shall handle such bookings sensitively and in accordance with the required payment instructions.
- 7.6 The Supplier shall provide the facility to capture each overseas business booking and advise a specific team within the Buyer of the booking as soon as it is made in order for the Buyer to undertake a pre-trip risk assessment under the Buyer's own policy/guidance. This facility will be in accordance with the Buyer's requirements and agreed with Buyer during the Implementation Period in accordance with Call-Off Schedule 13 (Implementation Plan) as to whether pre-ticketing approval will be required for certain 'at risk' destinations.

8. Air Travel

The Supplier shall provide the following Services:

- 8.1 The Supplier shall ensure that both the Offline Booking Solution and Online Booking Solution shall have the functionality or process to provide air bookings, domestic and international, for the services detailed below:
 - 8.1.1 single, return and Multi-City Flights;
 - 8.1.2 upgrades and/or added value offers if allowed under the Buyer's Travel/Expenses/Meeting Policy;
 - 8.1.3 group purchase tickets (offline only);
 - 8.1.4 pre-booking of seat reservations and other ancillaries' services such as meals (subject to the carrier having the facility to display)
 - 8.1.5 special assistance for exceptional circumstances, for example escorted Travellers, unaccompanied minors or an accompanied Traveller service requirement for visually impaired Travellers (offline only);
 - 8.1.6 the ability to exclude certain routes or airlines when requested by the Buyer;
 - 8.1.7 excess baggage;
 - 8.1.8 baggage booking for low cost carriers; and
 - 8.1.9 charity fares and rates where the Buyer meets the airlines charitable criteria.
- 8.2 The Supplier shall ensure that all options for air travel offered are clearly displayed on the Online Booking Solution and/or explained to the Buyer via the Offline Booking Solution(s), prior to the booking. This should include details of direct flights, or lower cost options with an overnight stay, or break in a journey and non-direct flight journey duration.
- 8.3 The Supplier shall ensure that the options provided to the Booker, through the Online Booking Solution or Offline Booking Solution, provide a comparison of

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- the lowest fares available from each carrier in a format that allows the Booker to make best value for money decisions.
- 8.4 The Buyer recognises that on Multi-City Flights, there may be an opportunity to use ticketing techniques to reduce the overall price for the Buyer. The Supplier shall use its expertise to issue all Multi-City Flights in the most cost effective way (considering the aggregate of both fee and fare).
- 8.5 The Supplier shall ensure that all CCS Public Sector Negotiated Programme air fares are loaded correctly and made available through the Online Booking Solution and Offline Booking Solution staff and that all fare options shall be presented, including as a minimum:
- 8.5.1 Global Distribution System (GDS) or NDC (New Distribution Capability) fares for scheduled airlines and low cost carriers (where provided by the LCC);
 - 8.5.2 web fares for all carriers (to be accessed via an API link where available at no extra cost to the Buyer); and
 - 8.5.3 non-flexible and flexible fare options.
- 8.6 The Supplier shall provide a flexible search facility for fares on the Online Booking Solution. Where readily available in the industry, the Online Booking Solution and/or process shall be able to exclude low cost carrier web fares which are either not flexible or flexible when requested by the Buyer.
- 8.7 Where the carriers make this information available to the Supplier, the Supplier shall clearly display or communicate the number of available flight seats remaining for the specific flight being booked. [N]
- 8.8 For air bookings, the Supplier shall ensure that Bookers and/or Travellers receive an instantaneous system generated confirmation/e-ticket by email or phone app as agreed with the Buyer once a booking has been confirmed, including as a minimum:
- 8.8.1 unique booking reference code;
 - 8.8.2 ticket type (i.e. Economy/Premium Economy/Business/First) and cost;
 - 8.8.3 Booker and Traveller name (as shown on passport);
 - 8.8.4 journey details, including date, time of travel, carrier, flight number, terminal number and seat number where applicable;
 - 8.8.5 terms and conditions associated with the ticket booked and any restrictions;
 - 8.8.6 information on how to make cancellations, exchanges and amendments;
 - 8.8.7 information on accessibility arrangements, such as provision of ramp access at stations, where relevant or restrictions;
 - 8.8.8 the Supplier's contact telephone number during Core Working Hours and out of Core Working Hours if different;

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- 8.8.9 the Supplier's email address for contact during and out of Core Working Hours if different;
- 8.8.10 check-in information (e.g. when check-in opens, recommended time to allow for check-in);
- 8.8.11 baggage entitlement; and
- 8.8.12 breakdown of costs (e.g. flight cost, taxes, cabin baggage, excess baggage).

9. Rail Travel

The Supplier shall provide the following Services:

- 9.1 The Supplier shall present all available rail fares in price order (lowest to highest), including as a minimum:
 - 9.1.1 advance purchase (singles and returns);
 - 9.1.2 flexible (single and returns);
 - 9.1.3 other cost effective ticketing options. For example, offering two separate tickets for a single journey (i.e. where there is a break in the route) rather than purchasing one through ticket; and
 - 9.1.4 discounted fares for holder of any type of discounted rail cards
- 9.2 The Supplier shall provide the facility for the Buyer to set a default rail ticket fulfilment option and for the Booker to select an alternative ticket fulfilment before a booking has been confirmed, including as a minimum:
 - 9.2.1 self-print, phone application and/or bar codes, where available;
 - 9.2.2 Ticket On Departure (TOD) from a nominated train station (either from a ticket office or a machine);
 - 9.2.3 in-house ticket printing facilities (where applicable); and
 - 9.2.4 E-Ticket and Smartcard or equivalent where support and/or technology exists. [S]
- 9.3 For rail bookings, the Supplier shall ensure that Bookers and/or Travellers receive a system-generated confirmation/e-ticket by email or phone app as agreed with the Buyer once a booking has been confirmed, including as a minimum:
 - 9.3.1 unique booking reference code;
 - 9.3.2 unique reference code to enable tickets to be printed and or collected prior to departure;
 - 9.3.3 ticket type (i.e. Advance/Off-Peak) and cost;
 - 9.3.4 Booker and Traveller name;
 - 9.3.5 journey details, including, but not limited to, date, time of departure and arrival, departure station, arrival station, rail service provider

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- and seat number (if a seat has been reserved) for all segments of the journey;
- 9.3.6 terms and conditions associated with the ticket booked and any restrictions;
- 9.3.7 information on how to make cancellations, exchanges and amendments;
- 9.3.8 the Supplier's contact telephone number during Core Working Hours and out of Core Working Hours if different; and
- 9.3.9 the Supplier's email address for contact during Core Working Hours and out of Core Working Hours if different.
- 9.4 The Supplier shall provide the facility for the Booker to make rail seat reservations within the booking process whenever the seat reservations are available to be booked in advance. [S]
- 9.5 Where Travellers have specific accessibility requirements the Supplier shall ensure that this is clearly communicated to the rail service provider and any adaptations, such as ramp provision at stations or escorted access are confirmed in writing to the Booker and the Traveller as part of the confirmation. If the adaptations delivered are not suitable, or not provided at the time of travel, the Supplier shall offer alternate solutions. Such events shall be captured in the complaints process by the Supplier when they become aware and the Supplier shall take up with the service provider, updating the Buyer (and CCS) each quarter.
- 9.6 The Supplier shall ensure that the search results displayed on the Online Booking Solution or communicated via the Offline Booking Solution provide a comparison of the lowest fares available for each rail service provider in a format that allows the Booker to make best value for money decisions.
- 9.7 The Supplier shall provide the facility for the Buyer to make Transport for London and rail warrant bookings. In addition, the Supplier shall provide a facility to book a rail ticket that includes underground travel. [N]
- 9.8 The Supplier shall provide the facility for the Buyer to make cross border rail services (e.g. Eurostar) bookings detailing all available fares and class of travel.
- 9.9 The Supplier shall provide a facility for the provision of Oyster cards and/or rail smartcards and the facility to 'top up' Oyster cards by registering the card on the Supplier's website or through a link to the TfL Website to allow the 'top up' to be billed back to the Buyer. If requested by the Buyer, the Supplier shall allow smartcards UK rail fulfilment through the Online Booking Solution and Offline Booking Solution.
- 9.10 At the time of booking, the Supplier shall provide details of any fees for delivery / collection of tickets. This information shall be clearly visible to allow the Booker to choose the cheapest option.

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9.11 Where the Buyer does not tailor its rail ticketing option the Online Booking Solution shall default to the lowest cost ticketing option, including free of charge options at the time of booking.

10. Accommodation

The Supplier shall provide the following Services:

10.1 The Supplier shall ensure that the Online Booking Solution and Offline Booking Solution(s) for accommodation bookings shall clearly display and communicate (if offline) full and complete details of the services listed below:

- 10.1.1 accommodation room descriptions / specifications / amenities (e.g. safe, hairdryer, bath, shower);
- 10.1.2 rate inclusions / exclusions (e.g. breakfast, evening meal, local tax, Wi-Fi);
- 10.1.3 accommodation facilities (e.g. gym, parking, restaurant);
- 10.1.4 accommodation location (e.g. distance from local transport / nearest station);
- 10.1.5 disability access and any access restrictions; and
- 10.1.6 accommodation cancellation policy terms and conditions of the booking.

10.2 The Supplier shall ensure that accommodation providers make the booked accommodation available to Travellers and/or delegates who may be arriving late in the evening or at night, and shall not reallocate the booked accommodation to any other customer. The Supplier shall ensure that confirmations in writing clearly make this point to the accommodation provider. If Travellers and/or delegates are 'booked out' and made to stay at other accommodation providers, this event is to be captured in the complaints process by the Supplier when they become aware. The Supplier shall ensure alternative accommodation is arranged immediately by the accommodation provider and that no additional cost is passed onto the Booker or Buyer.

10.3 The Supplier must have the facility to exclude certain accommodation providers, as defined by the Buyer, to ensure they are not visible to the online Booker, nor made available to book by the booking agent if offline. This shall be requested on an ad-hoc basis and must be dealt with immediately at no extra cost.

10.4 Within the Offline Booking Solution, the Buyer may need to make a request for information about the hotel e.g. if there are height restrictions in hotel car parks, quiet areas in car parks for dogs to sleep in vans and 24 hour check-in. The Supplier will promptly confirm all such information.

10.5 For accommodation bookings, the Supplier shall ensure that Bookers and/or Travellers receive an instantaneous confirmation by email, fax or phone app as agreed with the Buyer, once a booking has been confirmed, including as a minimum:

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- 10.5.1 unique booking reference code;
 - 10.5.2 Booker email address;
 - 10.5.3 Traveller name;
 - 10.5.4 accommodation name and address including postcode;
 - 10.5.5 map view;
 - 10.5.6 date and duration of stay;
 - 10.5.7 breakdown of costs (e.g. room rate, taxes);
 - 10.5.8 amenities included / not included in the room rate (e.g. Wi-Fi, breakfast);
 - 10.5.9 payment method, for example payment on departure, bill back and or payment card;
 - 10.5.10 cancellation and amendments terms and conditions including the latest cancellation date and time to avoid all charges;
 - 10.5.11 information on how to make cancellations and amendments; and
 - 10.5.12 the Supplier's contact telephone number during Core Working Hours and out of Core Working Hours telephone number (if different).
- 10.6 For non-Global Distribution System (GDS) accommodation bookings the Supplier shall provide a process to reduce the number of instances of Travellers arriving at the accommodation and being informed that the bill back is not adequately set up. This may include but not limited to providing a faxed or emailed confirmation to the Traveller to be presented to the accommodation provider on arrival.
- 10.7 The Supplier shall ensure that there is an offline facility to service the Buyer requirements for Group Bookings.
- 10.8 The Supplier shall have specialist points of contact for Group Bookings. If there is a need to transfer a call between non-group and group specialists, this must take place without the Booker being asked to re-dial.
- 10.9 The Supplier shall provide a facility as part of the Offline Booking Solution to contact Third Party Providers to fulfil specific requirements for example, staff travelling with working dogs.
- 10.10 The Supplier shall provide a facility to service the Buyer requirements for "long stay" bookings. A "long stay booking" is a booking for Travellers and/or delegates staying more than nine (9) consecutive nights in the same accommodation.

11. Accommodation and Venue Find

The Supplier shall provide the following Services for accommodation and venue find:

- 11.1 The Supplier shall provide the Buyer with a facility to tailor search options in the Online Booking Solution including, but not limited to, price, distance from

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specified location or office / train station / airport, postcode, radius, or specific accommodation name and or hotel group, to provide the most efficient search results using a quick list, or equivalent.

11.2 The Supplier shall provide an Online Booking Solution with sufficient functionality to display all rates whether Commissionable or Non-Commissionable, in accordance with the accommodation providers' default position on commissions, and also including but not limited to, last minute offers and advance booking promotions, Supplier owned rates and CCS Public Sector Negotiated Programme rates without exception or limitations.

11.3 The results of the search shall provide maps and display the distance from the point of search selected by the Booker.

12. Venue Find

The Supplier shall provide the following Services for venue find:

12.1 The Supplier shall provide a comprehensive and cost effective service to provide full facilities for meetings, conferences, interviews and training courses on a residential and non-residential basis throughout the United Kingdom and overseas to the Buyer and other nominated individuals.

12.2 The Supplier shall deliver the venue find services using the following three tier approach:

Tier 1: The Shared Facilities Register, which shall be provided to successful suppliers, shall always be the first consideration for fulfilling all venue finding requirements from the Buyer. If a suitable venue is identified, either by the Supplier or the Buyer directly, then the Supplier shall seek confirmation of suitability before booking the venue and sending a confirmation to the Booker via email. The Government Property Unit (GPU) shall provide the successful Supplier with a list of venues which are registered on the Shared Facilities Register, and provide details of any changes to this list to the supplier on a regular basis. The Supplier shall ensure that their list of venues is available to Bookers and delegates to provide the best free of charge opportunities to the Buyer. The Shared Facilities Register is not a comprehensive list of all meeting space available and the successful Supplier shall liaise with the GPU to identify opportunities where free Government Estate can be added to the Shared Facilities Register.

Booking and usage of government space is at the discretion of the government entity that is responsible for that space and, unless indicated otherwise, it should not be assumed that non-government bodies would be accommodated in these facilities.

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Tier 2: In the event that the Buyer's requirement cannot be fulfilled from Tier 1 and there is an audit trail to confirm this, then the Supplier's second consideration shall be the paid government estate and the voluntary and community sector, for example, but not limited to:

Queen Elizabeth II Conference Centre

No 1 Victoria Street

Government departmental training centres

University post graduate centres

Local Government town halls, community centres, etc.

Voluntary and community sector providers of meeting space

Tier 3: In the event that the Buyer's requirement cannot be fulfilled from Tier 1 or 2, then the third consideration shall be the paid commercial providers, for example, but not limited to:

Meeting venues

Hotels

Conference and Meeting Centres

Volume data is included in the Data Set. The Data Set outlines a historical split of bookings of which the higher proportion is currently serviced by Tier 3 venues.

12.3 The Supplier shall present the CCS Preferred Venue Terms and Conditions to the venues with every enquiry, and encourage compliance. Where the venue will not comply, the Supplier shall advise the Booker and provide a copy of the venue's terms and conditions prior to the booking being confirmed in writing.

12.4 The Supplier shall work with the venue to manage all requirements including but not limited to food and beverage, audio-visual, internet, room set-up, timings, liaison with venue staff.

12.5 The Supplier shall highlight to the Buyer the most cost-effective choices when presenting available venue options. The Supplier shall provide the facility for the Buyer to select a Reason (from a predetermined and pre-populated standard list of reason codes approved by the Buyer) where the most cost-effective option is not booked. When required by the Buyer, the Supplier shall provide the facility to refer such bookings for pre-authorisation before the booking is confirmed. Details of such pre-authorisation shall be in accordance with the Buyer's requirements and agreed with the Buyer during the Implementation Period in accordance with Call-Off Schedule 13 (Implementation Plan).

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- 12.6 The Supplier shall provide the facility to record pre-confirmation approval information (at a minimum, a field that captures a typed response by the Booker to indicate approval has been given) e.g. the name of the approver and date, in accordance with the Buyer's requirements.
- 12.7 The Supplier shall provide the Booker(s) with a minimum of three venue options and provide a quotation detailing the following:
- 12.7.1 name and location of the venue, with directions;
 - 12.7.2 24-hour meeting rate and / or day delegate meeting rate
 - 12.7.3 room hire rate with refreshments comparison, if applicable;
 - 12.7.4 best value for money / most cost-effective option;
 - 12.7.5 syndicate rooms requested and any additional cost;
 - 12.7.6 additional equipment requested and any additional cost and
 - 12.7.7 cancellation policy (particularly cut off dates for no charge cancellation); and
 - 12.7.8 detailed specification relevant to the Booker's requirement e.g. menus, room layout, additional equipment, dietary requirements, meeting arrangements to the venue e.g. car parking, locality to public transport etc.
- 12.8 The Supplier shall seek to achieve best value for money and present the same to the Buyer by considering day delegate meeting rate(s) against room hire and refreshments individual pricing.
- 12.9 Where catering is booked it must be in compliance with the Government Buying Standard for Food and Catering or equivalent. The Government Buying Standard for Food and Catering may be accessed here: <https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-food-and-catering-services>. The Supplier shall communicate this requirement to the venue where catering is requested, and obtain and collate any verification evidence and pass the same to the Buyer and CCS on request.
- 12.10 When required by the Buyer, and allowed by the venue, the Supplier shall arrange refreshments/catering through a Third Party Provider on a standalone basis. The Supplier shall ensure that these refreshments/catering services are purchased in the most cost effective way.
- 12.11 The Supplier shall ensure that the Buyer can clearly notify the Supplier at the time of booking whether the attendee(s) are lone and/or vulnerable attendee(s) and/or have any special requirements, either by phone, email, enquiry form or the booking system.
- 12.12 The Supplier shall be able to exclude specific venues, as defined by the Buyer, to ensure they are not made available to book, either by phone, email, enquiry form or the booking system (when this becomes available).
- 12.13 The Buyer will require pricing (if not cost effective to package as a 24-hour rate) for single rooms, in accordance with the Buyer's

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Travel/Expenses/Meeting Policy. The Supplier shall also make available all other Inventory, for example double rooms for sole occupancy, that accommodation venues may have available at the time of booking the meeting.

- 12.14 The Supplier shall be able to deal with complex requirements including, but not limited to, requirements of delegates with Protected Characteristics, secure parking, specific room requirements.
- 12.15 When required, the Supplier shall provide the Buyer with a liaison service with the venue and or any other necessary third parties to ensure that the venue layout and correct audio and or visual and or presentation aids are provided, prior to the start of the meeting. The Supplier shall also ensure that any refreshments booked are available at the times requested, to ensure that meetings or conferences run promptly to time.
- 12.16 When required by the Buyer, the Supplier may need to subcontract certain elements of the meeting where additional expertise may be needed. If this is the case, the Buyer will have final approval on the sub-contractors proposed costs.
- 12.17 If required by the Buyer, the Supplier shall provide an onsite single point of contact to the Buyer for venue liaison purposes.
- 12.18 When required by the Buyer the Supplier shall arrange for transportation from a Third Party Provider to and from the venue, display stands, equipment and or other materials for the meeting. The Supplier must ensure that such transportation is carried out in a safe and secure manner, with the items arriving or leaving at the time agreed with the Buyer. The Supplier shall ensure that sufficient insurance cover is in place to cover any risk to the materials transported.
- 12.19 If required by the Buyer, the Supplier shall provide delegate management service(s) incorporating registration, provision of information, reception and management e.g. facilitating delegates around the meeting / event during the meeting. The specific needs of delegates with Protected Characteristics shall be addressed within this provision in terms of access to the registration service and recording of any special requirements, including, but not limited to, access and dietary requirements.
- 12.20 If required by the Buyer, the Supplier shall provide the Buyer with a delegate registration service. The delegate registration service includes but is not limited to pre-registration of delegates, onsite registration and administration support, provision of name badges and provision of approved delegate packs.
- 12.21 If required by the Buyer, the Supplier shall provide the Buyer with secure access to the full list of all registered delegates attending the event at least 24 hours prior to the start of the event.
- 12.22 If required by the Buyer, the Supplier shall provide any approved delegate packs to all registered delegates at least 24 hours prior to the start of an event (48 hours in the case of delegates travelling from outside the UK). The Supplier shall liaise with the Buyer and where necessary with third parties to

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coordinate the pack. The delegate pack must be approved by the Buyer's meeting organiser before being issued to delegates.

12.23 If required by the Buyer, the Supplier shall provide the Buyer, where it has been indicated that a meeting will include attendees designated as VIPs or executives, with appropriate arrangements, which may include increased security arrangements. The exact arrangements shall be agreed between the Supplier and the Booker.

12.24 The Supplier shall ensure that Bookers receive a confirmation(s) by email, once a booking has been confirmed to include, but not be limited to:

12.24.1 unique meeting ID number;

12.24.2 confirmation number and or reference number;

12.24.3 Booker email address;

12.24.4 Booker and or organiser name;

12.24.5 venue name;

12.24.6 venue address including postcode and map view;

12.24.7 contact details for the venue and a named contact at the venue;

12.24.8 date of meeting and timings;

12.24.9 itemised pricing for example: room hire, day delegate rate, 24-hour delegate rate, food and beverages, AV equipment, local taxes, room rate. If any items are bundled into a packaged rate, the email, must state what is included within the packaged rate;

12.24.10 payment method, for example payment on departure, bill back and or payment card;

12.24.11 cancellation and amendments terms and conditions in accordance with the CCS Preferred Venue Terms and Conditions or the venue providers' own conditions including, but not limited to, the latest cancellation date and time to avoid all charges;

12.24.12 clear information on how to make cancellations and amendments;

12.24.13 the Supplier's out of hour's emergency telephone number;

12.24.14 staff number and or cost centre;

12.24.15 notification of whether any additional documentation i.e. tickets needed prior to the date of the meeting;

12.24.16 accommodation room descriptions / specifications / amenities (e.g. safe, hairdryer, bath, shower);

12.24.17 rate inclusions / exclusions (e.g. breakfast, evening meal, local tax, Wi-Fi);

12.24.18 accommodation facilities (e.g. gym, parking, restaurant);

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12.24.19 accommodation location (e.g. distance from local transport / nearest station); and

12.24.20 disability access and any access restrictions.

12.25 The Supplier shall ensure that all invoices shall contain the following information (the minimum standard is Level 3 Data), together with any other information required by the Buyer:

12.25.1 purchase Order number;

12.25.2 invoice number;

12.25.3 venue name;

12.25.4 Booker and/or organisation's name;

12.25.5 title of meeting;

12.25.6 date of meeting and duration;

12.25.7 date of booking;

12.25.8 location of meeting and or venue;

12.25.9 number of attendees;

12.25.10 whether free or paid government estate, voluntary and community sector, or commercial venue;

12.25.11 total cost (inclusive and exclusive of local taxes);

12.25.12 cost breakdown by element (for more complex bookings outside the free government estate), (for example venue, catering, audio and or audio visual, delegate management);

12.25.13 organiser cost centre code;

12.25.14 unique meeting ID number (to remain the same throughout the life of the booking); and

12.25.15 invoice date.

12.26 The Supplier shall cross check invoicing from each venue against each element of the original booking to ensure no overcharging has taken place by the venue, prior to submitting to the Buyer for payment. Prior to invoice payment the Supplier shall investigate any discrepancies with the Buyer and either:

12.26.1 obtain any relevant authorisation from the Buyer for approval of additional charges; or

12.26.2 challenge any unauthorised additional charges with the venue and, where possible, ensure these are removed from the invoice.

When required by the Buyer, the Booker's staff number, service number, name, (UIN) and or email address shall be recorded for each booking and will be agreed with the Buyer during implementation.

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13. Ferry

13.1 The Supplier shall provide the facility for the Buyer to book all ferry tickets types for domestic and international scheduled services. [S]

14. Vehicle Hire and Taxi

14.1 The Supplier shall provide a service for the Buyer to make vehicle hire bookings through the Supplier.

14.2 Where requested by the Buyer and without prejudice to Paragraph 15.1, the Supplier shall place any vehicle hire booking requirements under the Call-Off Contract with the Buyer's nominated Vehicle Hire Services framework provider (as notified to the Supplier), and shall liaise with any such provider to provide an efficient, value for money service to the Buyer.

14.3 The Supplier shall provide a service where possible for the Buyer to make minicab car / taxi bookings for a single Traveller or multiple Travellers and/or delegates. The Supplier shall notify the Booker where there are taxi-sharing opportunities at the time of booking to assist with best value for money decisions. The process will be in accordance with the Buyer's requirements and agreed with the Buyer during the Implementation Period in accordance with Call-Off Schedule 13 (Implementation Plan). [N]

15. Booking Amendments, Exchanges, Cancellations and Refund Requirements

15.1 The Supplier shall offer an online booking amendment, exchange cancellation and refund solution or an alternative solution for amendment, exchange cancellation and refund solution e.g. offline.

15.2 The Supplier shall process all online or offline requests to amend, exchange, cancel or refund a prepaid booking from the Buyer. This shall be undertaken in accordance with the carriers and/or accommodation venue providers and/or TOC's terms and conditions of booking. The Buyer shall not incur charges due to delays in the Supplier's process to amend exchange and or cancel a booking.

15.3 The Online Booking Solution shall provide email confirmation of any amendments and/or cancellations made online.

15.4 All amendments, exchanges, cancellations and refunds shall be confirmed by the Supplier, by email or by other means of written notification. The confirmation shall provide a unique amendment/exchange/cancellation/refund reference code and clearly show the booking details so that the Buyer can accurately match, monitor and track all refund requests.

15.5 The Supplier shall provide a process for the Buyer to claim for delays to train journeys via the Supplier in accordance with the Buyer's requirements.

15.6 The Supplier shall provide, as part of the Offline Booking Solution, a facility to amend the Traveller name whilst keeping the original booking if allowed by the fare/rate terms of conditions.

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- 15.7 For rail, the amendment/exchange/cancellation/refund process shall include an acknowledgement of receipt of refund requests sent by post from the Buyer to the Supplier.
- 15.8 For rail, the Supplier shall check whether tickets have been used and shall provide the Buyer with a refund process automatically. The Supplier shall provide the Buyer with Monthly refund data.
- 15.9 For air, the Supplier shall check whether e-tickets have been used and shall provide the Buyer with a refund process automatically. The Supplier shall provide the Buyer with Monthly refund data.
- 15.10 For accommodation, the offline cancellation process shall provide an emailed confirmation of cancellation as soon as possible and within a maximum of 1 hour of the cancellation call or email sent by the Traveller.
- 15.11 For venue find only, the Supplier shall process all requests to amend, cancel or refund a booking from the Buyer. This shall be undertaken in accordance with the CCS Preferred Venue Terms and Conditions or the venue provider's terms and conditions of booking, as applicable. The Buyer shall not incur cancellation or amendment charges that are caused by delays in the Supplier's process. Where a confirmed booking is cancelled with charges, the Supplier shall have a process in place to ensure that, wherever possible, such bookings are offered to other pending Booker enquiries to avoid the cancellation charges being incurred.
- 15.12 If the booking requires pre-trip approval, any change to the booking that increases the overall cost to the Buyer will also require pre-trip approval.

16. Payments and Invoicing Requirements

- 16.1 The Supplier's Online Booking Solution and Offline Booking Solution(s) shall have the ability to support the payment options as directed by the Buyer to including, but not limited to:
 - 16.1.1 corporate payment cards, including virtual credit cards;
 - 16.1.2 billing to project and or cost centre codes;
 - 16.1.3 Lodge cards / enhanced lodge card;
 - 16.1.4 consolidated invoice accounts, for example 10 or 30 days;
 - 16.1.5 individual and / or single bill back, for example not consolidated invoice; and
 - 16.1.6 payment on departure by Traveller for accommodation and/or venue bookings.
- 16.2 The Supplier shall work with the Buyer to implement card payment processes as required at no additional cost to the Buyer (or CCS).
- 16.3 The Supplier shall work with the Buyer to implement an integrated expenses process as required at no additional cost to the Buyer (or CCS).

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- 16.4 For acceptance of payment by purchasing card, the Supplier shall only surcharge the Buyer the direct cost borne as a result of the Buyer using the given means of payment. The Supplier shall not charge the Buyer any additional supplier merchant fees other than the card provider's published merchant fees, nor will it be entitled to charge a mark-up on such costs and/or fees.
- 16.5 The Buyer reserves the right to request proof of the value of any such surcharges associated with payment by a purchasing card.
- 16.6 The Online Booking Solution shall provide the facility for the Booker to insert the three / four digit CVV security code.
- 16.7 For each online and offline booking the Buyer shall require the Booker's and Traveller's staff number, service number, where appropriate, and Buyer's specific, name, Unit Identification Number, cost centre, email address and where possible whether it is a taxable journey to be recorded for each online and offline booking and, where requested by the Buyer, the tax classification.
- 16.8 The Supplier shall provide a full itemised breakdown of fees, e.g. booking fees, TOD fees, card surcharge fees, air baggage fees and any additional charges indicated on the Suppliers invoice and the breakdown shall provide for any applicable VAT (or any other similar or equivalent taxes) payable in respect of those fees.
- 16.9 The Supplier shall determine, prior to Go Live, solutions that have the capability to interface with the Buyer's e-Commerce (Purchase 2 Pay) system.
- 16.10 Where the Buyer does not require a full end-to-end e-Commerce (Purchase 2 Pay) system, the Supplier shall provide an alternative solution in accordance with the Buyer's requirements.
- 16.11 The Online Booking Solution shall have the functionality to manage accommodation provider's advance purchase payments when requested by the Buyer. The offline process shall have the functionality in place to manage accommodation provider's deposits. When required by the Buyer, the Supplier shall accept card payment solutions to facilitate all bookings that require pre-payment.
- 16.12 If requested by the Buyer, the Supplier shall use their own card solution to facilitate all bookings that require prepayment. Paragraph 8.4 above applies no matter whether the card account belongs to the Buyer or Supplier.
- 16.13 The Supplier shall ensure that all online and offline bookings for air baggage costs or other ancillary charges are itemised separately on the invoice and are not included in the air fare total amount.
- 16.14 In the event that the Buyer is required to book accommodation on behalf of third parties (e.g. for projects), the Supplier shall, when requested, be responsible for obtaining the relevant accommodation provider invoice within 20 Working Days of the checkout date to allow the Buyer to claim reimbursement costs through the relevant project.

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- 16.15 The Supplier shall provide an assurance to the Buyer that the lowest available fare/rate is always offered to Bookers to make a booking in a secure and fully bonded environment. If a Booker finds a flight, hotel or rail ticket that is cheaper than that presented by the Supplier, the Supplier shall action a Price Match.
- 16.16 The Supplier shall offer a Price Match guarantee on all fares and rates it supplies to the Buyer to guarantee the Supplier is offering the lowest cost options for travel and accommodation. Price Match fares or rates are those that are available to the general public online. This does not include fares or rates offered on membership only websites, reward programs, incentives, via a consolidator or fares or rates obtained via e-auctions, or sites requiring a code to access. Price Match is also not available for sharing economy products. A Price Match challenge needs to be flagged to the Supplier within 2 working hours of receiving the Supplier's quoted fare or rate by email. If the Price Match request is valid the supplier will need to provide the Price Match quote within 2 working hours. No additional transaction or amendment fees shall be applied when a Price Match is implemented. Price Match is only available for fully IATA/RDG/ATOC/ABTA (or equivalent) bonded distribution channels and only where the point of origin and the point of sale are the same country Price Match shall not apply in situations where the Buyer has requested that Inventory channels and availability displays be limited to exclude the fares or rates being challenged under Price Match. Price Match shall not apply where the Buyer or Buyer representative has negotiated a rate programme where the lowest available rate is higher than the benchmark rate or fare quoted by the Buyer.
- 16.17 The Supplier will invoice the Buyer for the Charges in the currency of the country from which the Services are provided unless agreed differently in Call-Off Schedule 5 (Pricing Details).

17. Tax

- 17.1 Any sum payable under this Call-Off Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law, in the jurisdiction in which the related supply takes place, from time to time, subject to receipt by the paying party of a valid VAT invoice (or its local equivalent) as prescribed by local law or practice. The Supplier shall ensure that any exemption or relief in respect of VAT or equivalent sales or ad valorem taxes is applied on its supply of the Deliverables to the Buyer, in particular by reference to any diplomatic or consular arrangement that may be applicable whether by law, customs practice or otherwise.
- 17.2 Except as required by law all payments under this Call-Off Contract will be made free and clear of all deductions and withholdings (whether in respect of tax or otherwise).

18. Management Information and Data Reporting Requirements

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18.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver (or otherwise make available) timely and accurate management information from all the countries in the scope of the Call-Off Contract to the Buyer in accordance with the Buyer's requirements and the provisions of the Contract and this Schedule.

18.2 The Supplier shall provide either:

18.2.1 a secure, central portal to enable the Buyer, and CCS if requested, to self-access their dashboard, management information (including travel data, booked data and invoiced data) and reports. The portal shall offer the capability to customise reports and access raw data; or

18.2.2 such alternative secure communication method in relation to the Buyer's dashboard, management information (including travel data, booked data and invoiced data) and reports as specified by the Buyer at the Call-Off Contract Start Date.

18.3 The Supplier shall ensure (where there has been no change to the original booking), the management information provided to the Buyer can be matched to the relevant Supplier invoice.

18.4 The Supplier shall capture details of the Authorising Officers for each online and offline out of policy booking in accordance with the Buyer's requirements.

19. Complaints Procedure Requirements

19.1 The Supplier shall implement and comply with the complaints procedure in accordance with this paragraph 19 and Call-Off Schedule 14 (Service Levels) and any other requirements of the Buyer.

19.2 The Supplier shall ensure that any issues raised directly by Travellers and/or delegates who are encountering problems are dealt with as a matter of priority and the Supplier shall assist in seeking speedy resolution to resolve the situation, irrespective of where the fault lies. Alternative, appropriate accessible arrangements shall be put in place by the Supplier for complaints relating to accessibility.

19.3 The Supplier shall have a process in place to direct complaints including, but not limited to, those from Third Party Providers against a Traveller to the Buyer for investigation and resolution.

20. Assurance Management Systems

20.1 The Supplier shall, at all times for the duration of the Call-Off Contract, have in place, maintain and comply with quality and assurance management systems and standards for the scope of the Services offered, including but not limited to the following:

20.1.1 a Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management

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System, or the current European Foundation for Quality Management (EFQM) Excellence Model criteria or equivalent;

20.1.2 an Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System or equivalent; and

20.1.3 an information security management system as required by the Security Requirements.

21. Feedback Requirements

21.1 The Online Booking Solution shall provide access to an air, rail and accommodation feedback facility. The feedback facility must request the user's email address as a minimum so as to identify the provider of the feedback. The Supplier shall review this feedback as part of account management and provide recommendations to remedy these and avoid issues occurring again.

21.2 The Supplier shall provide, within the Online Booking Solution, a facility for the Buyer to register complaints.

22. Call-Off Contract Access

22.1 The Supplier shall note that the Services provided under this Call-Off Contract, for business travel booking and management Services are solely for authorised business use. Whilst the Services are predominantly for Buyer's employees, they may also be utilised for non-employees, for example employee spouses and dependants, members of the public, visiting foreign nationals and others where prior written approval is provided by the Buyer. Under no circumstances shall Traveller(s) of the Buyer or any other nominated individuals authorised by the Buyer, utilise the Services for personal use unless explicitly part of their duty or pursuant to employment terms and conditions.

22.2 There shall be no personal gain for Bookers or Travellers and/or delegates through benefits acquired as a consequence of travel undertaken as part of this Call-Off Contract. Therefore, the Supplier shall not facilitate the collection of an individual's loyalty card points awarded by Third Party Providers. However, the Supplier is required to facilitate corporate schemes and/or charity donation schemes where applicable, if approved by CCS and agreed with the Buyer.

23. Technology Requirements

23.1 Provision of the Online Booking System

23.1.1 The Supplier will perform the Services using the Supplier's Online Booking System, which will (as a minimum) comply with the requirements set out in this Paragraph 23 and this Schedule and the Buyer's Specification (as set out in Call-Off Schedule 20

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(Specification)), the Supplier's tender for the Services (as set out in Call-Off Schedule 4 (Call-Off Tender)).

23.1.2 The Supplier will ensure that the Online Booking System is suitable for the performance of the Services and that the Services will not be adversely affected or hindered in any way by the use of the Online Booking System.

23.1.3 The Supplier will at all times maintain the Online Booking System in such working order as enables it to perform the Services in accordance with the terms of this Contract and to comply with the Service Levels.

23.2 Online Booking System Warranties

The Supplier warrants, represents and undertakes to the Buyer that:

23.2.1 the Online Booking System used by the Supplier in connection with this Contract will:

- (a) not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any data related input or processing in or on any part of such Online Booking System;
- (b) not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware, website, online applications or computer system of the Buyer with which it interfaces or comes into contact; and
- (c) any variations, enhancements or actions undertaken by the Supplier in respect of the Online Booking System will not affect the Supplier's compliance with this Paragraph 24 or the performance of the Services;

23.2.2 the Online Booking System will be properly maintained and supported to ensure that it functions correctly, including through the correction of defects and faults in the Online Booking System and the performance of regular system restoration activities to restore parts of the Online Booking System that are defective or are not functioning correctly; and

23.2.3 it will perform or procure the performance of end user tests to ensure that corrections and system restoration activities have been implemented successfully pursuant to Paragraph 24.2.2 and that reports will be prepared detailing the success or failure of such end user tests for provision to the Buyer.

23.3 Performance of the Online Booking System

23.3.1 Whenever a new version of the Online Booking System or any part thereof is released, the Supplier will notify the Buyer and will inform

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the Buyer of the implications that the new version will have on the Online Booking System and, if applicable, the Buyer's use thereof. The Supplier will ensure that new versions of the Online Booking System will maintain the functionality of previous versions unless expressly agreed with the Buyer in writing.

23.3.2 The Supplier will ensure that any updates, modifications and/or maintenance to the Online Booking System will only be carried out with the prior consent of the Buyer and, in any event, will not be carried out on a Working Day.

23.3.3 In the event that a Virus is found, the Supplier will use, at its own expense, best endeavours to assist in reducing and preventing the effects of the Virus, and in the event that a Virus causes loss or corruption of the Buyer's data to assist the Buyer to the same extent to mitigate such losses and to restore such data. The Supplier will immediately inform the Buyer on becoming aware of any Virus, breach of IT security or unauthorised access affecting the Online Booking System or any of the Buyer's data.

23.3.4 For the purpose of Paragraph 23.3.3 a 'Virus' means any software virus, computer worm, malware, spyware, ransomware, disabling script, back-door, Trojan horse, rootkit, key-logger, software bomb or similar damaging or malicious code.

23.4 Access to the Online Booking System

23.4.1 The Supplier will:

- (a) provide unrestricted access to the Online Booking System to the Buyer and its nominated representatives throughout the Contract Period;
- (b) supply accurate and up-to-date copies of all necessary information relating to the Online Booking System to the Buyer in good time prior to the Buyer's first access of the Online Booking System and updates thereof to reflect any modifications to the Online Booking System from time to time;
- (c) supply all necessary passwords and log-in details to enable the Buyer and its personnel to access the Online Booking System in accordance with this Contract;
- (d) set up and maintain a communications link via which the Buyer can access the Online Booking System and the Supplier will be responsible for the integrity of such link, its connections and for all data passing over such link; and
- (e) take all necessary steps to rectify any errors, failures or malfunctions of the Online Booking System so as to restore the Buyer's access as soon as possible and to minimise disruption to the Buyer.

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23.4.2 The provision of each new version of the Online Booking System and all upgrades and updates thereto which from time to time are made available by the Supplier to its users generally are included in the Charges and will be automatically made available by the Supplier to the Buyer as part of the Online Booking System access rights.

23.5 Protection of the Online Booking System

23.5.1 The Supplier will operate a back-up process for the Online Booking System insofar as it relates to the Services in accordance with the Security Management Plan. The back-up process will be sufficient to enable the Supplier to replicate the Online Booking System and restore the provision of the Services promptly after the occurrence of any event which materially disables, disrupts or interferes with the proper operation of the Online Booking System.

23.5.2 The Supplier will protect the Online Booking System used in the provision of the Services in accordance with the Security Management Plan and the Security Requirements, including facilities for remote access to the Online Booking System, against unauthorised external penetration and to ensure that such networks are resilient and are protected at a minimum against any single point of failure.

23.5.3 The Supplier will test the back-up process for the Online Booking System and the protection to be afforded to the Online Booking System in accordance with the Security Management Plan and the Security Requirements and will prepare reports setting out the results of such tests and any actions which need to be taken to ensure that the back-up process and the Online Booking System comply with the requirements of this Paragraph 24. The Supplier will provide such reports to the Buyer within ten (10) Working Days of the completion of such tests.

23.6 The Supplier grants to Buyer, or will procure the grant to Buyer of, a royalty-free, worldwide, transferable, non-exclusive licence for the Contract Period, together with the right to grant sub-licences to Bookers and Travellers, to use the object code version of the Online Booking System, as required for Buyer to receive the Services and enjoy the benefit of any rights granted to it pursuant to this Contract.

Executive Services

23.7 The Supplier shall provide a dedicated offline team for Ministerial and Executive Services.

23.8 Supplier Staff handling these bookings shall have a minimum of SC level security clearance with costs to be borne by the Supplier.

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23.9 The Buyer shall provide the Supplier with an updated report by the 15th of each Month for the duration of this Call-Off Contract, to confirm the names of all Bookers and Travellers who are permitted to use the Executive Service(s).

23.10 The Executive Service(s) shall consist of, but not be limited to, the following:

23.10.1 provision of a team who shall deliver Executive Service(s) to the Bookers and Travellers. The Supplier team members shall have the appropriate skills and experience, as required by the Buyer;

23.10.2 provision of personal consultation service to discuss complex itineraries, as required by both the booking personnel and the named Traveller;

23.10.3 provision of a dedicated telephone number that allows the booking personnel to bypass the Offline Booking Solution(s) business as usual queue. The Supplier shall ensure that this dedicated telephone number, which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code is available during Core Working Hours. The calls to this number will cost no more than calls to numbers beginning with 01, 02 or 03;

23.10.4 provision of an out of Core Working Hours support for the booking personnel and the named Traveller by ensuring their out of Core Working Hours team are advised of any Executive Service(s) trips taking place during a particular period of time;

23.10.5 provision of dedicated email access for the named booking personnel;

23.10.6 ensuring frequent profile accuracy checks with named booking personnel and ensuring named Traveller entitlements are captured (for example, senior citizen railcards);

23.10.7 the Supplier fulfilling last minute travel booking requirements, where there is availability, and sometimes within an hour prior to departure (subject to airline regulations);

23.10.8 ensuring all accommodation, air, rail and Eurostar reservations are checked for accuracy and are inclusive of appropriate discount card details (excluding those that are for the collection of points for personal use) for the named Traveller; and

23.10.9 the Supplier making personal checks with accommodation venue providers to ensure that bookings have been made and that all special requests for the named Traveller have been processed.

24. Solution B Variances

This Paragraph 24 will apply to Solution B only:

Booking Solutions

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- 24.1 The Online Booking Solution shall have the capability to distinguish the CCS Public Sector Negotiated Programme fares/rates from any other public or private fare/rates displayed and ensure all CCS Public Sector Negotiated Programme fares/rates are loaded correctly. The Supplier shall perform two fare/rate audits per year to ensure the CCS Public Sector Negotiated Programme fares/rates are correctly loaded in all Online Booking Solutions and offline equivalent systems.
- 24.2 The Supplier shall provide a real-time Offline Booking Solution to Bookers and Travellers that will deal in real-time with all enquiries from Bookers and Travellers including, but not limited to, making new international and domestic bookings, technical issues with the Online Booking Solution, amendments/cancellations to bookings, refunds and exchanges to tickets. The real-time Offline Booking Solution should be available during Core Working Hours. Calls to the Offline Booking Solution should cost no more than an in country standard call charge. Outside Core Working Hours, the Supplier shall provide a telephone helpline service that should be accessible from landlines and mobile telephones and overseas. Through the out of Core Working Hours Service the Supplier will need to provide the following support: making emergency offline bookings, facilitating cancellations and changes to bookings, assisting to repatriate Travellers in the event of a security incident or natural disaster, rebooking Travellers whose travel has been cancelled by the travel supplier etc.
- 24.3 If requested by the Buyer, the Supplier shall provide an Executive Service. Requirements to be agreed in Call-Off Schedule 20 (Specification) and Call-Off Schedule 5 (Pricing Details) if applicable.

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Annex B

Call-Off Schedule 23 (Public Sector Global Travel and Venue SolutionsTerms) – Core Working Hours

LOCATION MODEL	LOCATION	CORE WORKING HOURS (LOCAL TIME)
UK PLUS	UNITED KINGDOM PLUS	0800 - 1800
IN COUNTRY	BANGLADESH	0900 - 1700
	BRAZIL	0900 - 1700
	CHINA	0830 - 1700
	COLOMBIA	0900 - 1700
	HONG KONG	0830 - 1700
	JAPAN	0930 - 16:30
	KENYA	0900 - 1700
	MYANMAR	0900 - 1700
	NIGERIA	0900 - 1700

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	PAKISTAN	0900 - 1700
	RUSSIA	0900 - 1700
	SINGAPORE	0830 - 1700
	THAILAND	0800 - 1500
	VIETNAM	0830 - 1700
HUBs	INDIA PLUS	0900 - 1700
	USA PLUS	0900 - 1900
	AMERICAS - (MEXICO)	0800 - 1700
	AFRICA (SOUTH AFRICA)	0900 - 1800
	ASIA - PACIFIC (PHILIPPINES)	0800 - 1700
	EUROPE	0800 - 1800
	MIDDLE EAST AND NORTH AFRICA (UAE - HUB)	07:30 - 1600
	AUSTRALIA PLUS	0900 - 1700

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	SOUTH KOREA PLUS	0900 - 1700
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The final Core Working hours may be agreed and subject to confirmation at implementation.

Annex C

Call-Off Schedule 23 (Public Sector Global Travel and Venue Solutions Terms) – Reason for Travel Codes (RTF)

1. REASON FOR TRAVEL CODES:

- CONFERENCE ATTENDANCE
- DETACHED DUTY
- INTERVIEWS/ASSESSMENTS
- PERFORMANCE REVIEWS
- ATTENDING TRAINING
- DELIVERING TRAINING
- HOME WORKER
- EMERGENCY/DISASTER SUPPORT
- SPECIAL PROJECT
- COURT ATTENDANCE
- INTERNAL MEETING
- MEETING WITH EXTERNAL BODIES
- SITE VISIT
- SUPPLIER VISIT
- TECHNICAL ASSISTANCE
- TRANSFER JOURNEYS AND LEAVE JOURNEYS
- OFFICIAL ROLE FOR EXTERNAL ORGANISATION
- OPERATIONAL ACTIVITY
- SECURITY (INCLUDING NATIONAL SECURITY)

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- TEAM MEETING
- REMOTE WORKER
- RELOCATION

2. REASON FOR BOOKING OUT OF POLICY:

- NO AVAILABILITY WITHIN POLICY LOCATION/HOTEL
- CANCELLATION RESTRICTIONS
- LOWER WHOLE TRIP COSTS
- LOWER COST PACKAGE/DINNER BED BREAKFAST RATE
- ATTENDING MEETING/EVENT AT SELECTED HOTEL
- DISABILITY/MEDICAL CONDITION
- EMERGENCY/DISASTER SUPPORT
- SECURITY RISK

3. REASON FOR DECLINING THE LOWEST COST OPTION:

- NEED MORE FLEXIBLE TICKET
- ACCOMPANYING AUTHORITY/COLLEAGUE
- BREAK OF JOURNEY PROHIBITED
- SLEEPER BOOKING
- CHEAPER TICKET AGE RESTRICTIONS
- TIMING/ROUTING UNSUITABLE
- LOWER WHOLE TRIP COST
- APPROVED TRAVEL CLASS

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- RETAINED RIGHTS
- DISABILITY/MEDICAL CONDITION
- EMERGENCY/DISASTER SUPPORT
- LOWEST COST OPTION WAS ROOM ONLY
- LOWEST COST OPTION WAS FOR A SINGLE ROOM
- LOWEST COST OPTION TOO FAR FROM DESTINATION
- LOWEST COST OPTION DOESN'T PROVIDE THE NECESSARY FACILITIES
- QUALITY OF VENUE E.G. POOR CUSTOMER FEEDBACK, SECURITY RISK
- HEALTH & SAFETY / SUSTAINABILITY E.G. ACCESSIBILITY, LIMITED SERVICES E.G. UNDERGOING REFURBISHMENT

4. REASON FOR DECLINING LOWEST CO2 EMISSION OPTION:

- EMERGENCY/DISASTER SUPPORT
- LOWER WHOLE TRIP COST
- DISABILITY/MEDICAL CONDITION
- SECURITY (INCLUDING NATIONAL SECURITY)
- TIMING/ROUTING UNSUITABLE
- ACCOMPANYING AUTHORITY/COLLEAGUE
- SPECIAL PROJECT

Core Terms

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1. Definitions used in the contract

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
- create new Call-Off Schedules
- exclude optional template Call-Off Schedules
- use Special Terms in the Order Form to add or change terms

2.5 Each Call-Off Contract:

- is a separate Contract from the Framework Contract
- is between a Supplier and a Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the Framework Contract

2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this

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Framework Contract.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

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3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

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3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

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4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)

4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

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4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

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6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

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7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Call-Off Contract

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

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8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

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- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to any Contract;
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract

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- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

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10.5 What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop

immediately. 10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

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10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8 Partially ending and suspending the contract

10.8.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.8.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.8.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.8.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

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10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

11.3 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Charge or Default Management Charge

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

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11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

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14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
- restore the Government Data itself or using a third party

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

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15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or

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- to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or

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enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

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15. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

16. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

17. Transferring responsibilities

23.1 The Supplier can not assign a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment

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24. Changing the contract

24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by CCS or the Buyer

24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

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25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

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26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act

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- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

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- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes

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and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions

- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

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33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.