

Contract for the Provision of Lift Technical Audit Services

Between

The Secretary of State for
Work and Pensions

And

TÜV SÜD Ltd t/a Dunbar Boardman

Award Form

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1. Buyer	<p>The Secretary of State for Work and Pensions (the Buyer).</p> <p>Whose offices are located at: Caxton House, Tothill Street, London, SW1H 9DA</p>
2. Supplier	<p>Name: TUV SUD Ltd</p> <p>Address: Napier Building, Scottish Enterprise Technology Park, East Kilbride, Glasgow G75 0QF</p> <p>Registration number: SC215164</p> <p>SID4GOV ID: Organisation D-U-N-S® 221300291 Reference - SQ-DKMA958</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>This opportunity is advertised on the UK Government's Find a Tender Service reference: 2022/S 000-002478 and Contracts Finder reference: tender_290086/1036664</p>
4. Contract reference	ecm_10248
5. Deliverables	<p>The Supplier will provide the Buyer with lift technical advice services including assurances as regards the safety, compliance, ongoing costs and maintenance of lifts across the Buyer's estate.</p> <p>The Core Services to be provided by the Supplier include: carrying out maintenance audits of lifts planned preventative maintenance visits, carrying out compliance spot checks, checking remedial estimates, providing autodialler management and providing ongoing technical support.</p> <p>The Buyer may also request that the Supplier provides certain Ad-Hoc Services which include carrying out: additional maintenance audits, additional compliance spot checks, site surveys, acquisition surveys and emergency LOLERs.</p> <p>Please refer to Schedule 2 (Specification).</p>
6. Start Date	10/06/2022
7. End Date	17/06/2025

8.	Extension Period	The Contract may be extended for a period of 1 year (by the Buyer and at the Buyer's absolute discretion in accordance with the terms of the Contract), up to and including 17/06/2026
9.	Incorporated Terms (together these documents form the 'the Contract')	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> 1. This Award Form 2. Any Special Terms (see Section 10 Special Terms in this Award Form) 3. Schedule 1 (Definitions) 4. Schedule 2 (Specification) 5. Core Terms Mid-tier (version 1.0) 6. The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> • Schedule 3 (Charges) • Schedule 5 (Commercially Sensitive Information) • Schedule 6 (Transparency Reports) • Schedule 7 (Staff Transfer) • Schedule 8 (Implementation Plan) • Schedule 9 (Not Used) • Schedule 10 (Not Used) • Schedule 11 (Not Used) • Schedule 12 (Not Used) • Schedule 13 (Contract Management) • Schedule 14 (Not Used) • Schedule 15 (Not Used) • Schedule 16 (Not Used) • Schedule 17 (Not Used) • Schedule 18 (Not Used) • Schedule 19 (Not Used) • Schedule 20 (Processing Data) • Schedule 21 (Variation Form) • Schedule 22 (Insurance Requirements)

		<ul style="list-style-type: none"> • Schedule 23 (Not Used) • Schedule 24 (Not Used) • Schedule 25 (Rectification Plan) • Schedule 27 (Not Used) • Schedule 28 (Not Used) • Schedule 29 (Key Supplier Staff) • Schedule 30 (Exit Management) • Schedule 31 (Not Used) • Schedule 32 (Not Used) • Schedule 33 (Not Used) • Schedule 34 (Not Used) • Schedule 35 (Not Used) <p>7. Schedule 26 (Corporate Social Responsibility)</p> <p>8. Schedule 4 (Tender) as long as any part of the Tender that offers a better commercial position for the Buyer takes precedence over the documents above</p>
10. Special Terms		<p>A new clause 10.2A shall be inserted into the Contract:</p> <p>“10.2A.1 The Buyer may (6) months before the initial End Date, request that the Supplier provides to the Buyer for the Buyer’s consideration the Indexation value for the provision of the Services during the Extension Period (the “Extension Period Indexation Value”) and the Supplier shall give full details of the Extension Period Indexation Value no later than (5) months before the initial End Date.</p> <p>10.2A.2 In preparing the Extension Period Indexation Value for the provision of the Services for the Extension Period the Supplier shall act reasonably and in good faith and not adjust the economic balance of this Contract.</p> <p>10.2A.3 The Supplier shall attend such meetings and shall provide such further or other information, data and documents as the Buyer reasonably requires in order to fully evaluate the Extension Period Indexation Value.</p> <p>10.2A.4 Where the Buyer gives notice to the Supplier accepting the Extension Period Indexation Value, the Extension Period Indexation Value shall be binding on the Supplier subject to the terms of this Contract. The</p>

		<p>Buyer's acceptance of the Extension Period Indexation Value in no way obliges the Buyer to extend the Contract Period beyond the initial End Date.</p> <p>10.2A.5 No later than (3) months before the initial End Date the Buyer may at its sole discretion give notice to the Supplier extending the Contract for the Extension Period."</p>
11.	Buyer's Environmental Policy	<p>The Buyer's Environmental Policies can be found online at the link below:</p> <p>Chapter 10: sustainable development - GOV.UK (www.gov.uk)</p>
12.	Buyer's Security Policies	<p>The Buyer's Security Policy and supporting security documentation can be found online at the link below:</p> <p>https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</p>
13.	Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 4 (Tender)</p>
14.	Commercially Sensitive Information	<p>The Supplier's Commercially Sensitive Information as agreed by the Buyer is set out in Schedule 5 (Commercially Sensitive Information)</p>
15.	Charges	<p>Please refer to Schedule 3 (Charges).</p> <p>The Charges are subject to increase in accordance with the terms of Schedule 3 (Charges) and Annex 1 of Schedule 3 (Charges)</p>
16.	Reimbursable expenses	<p>None.</p>
17.	Payment method	<p>Monthly in arrears, based on fixed costs for the completion of the required Deliverable(s).</p> <p>In respect of the mobilisation costs (if any) as set out in Annex 1 of Schedule 3 (Charges), these shall be payable on completion of all of the implementation Milestones (as set out in Annex 1 of Schedule 8 (Implementation Plan and Testing))</p>
18.	Service Levels	<p>Not Used.</p>
19.	Insurance	<p>Please refer to Schedule 22 (Insurance Requirements).</p>
20.	Liability	<p>Each Party's total aggregate liability under the Contract (whether in tort, contract or otherwise) in:</p> <p>(a) the Implementation Phase, is no more than the cost paid to the Supplier in respect of the Implementation Phase; and</p>

		(b) each Contract Year, is no more than the greater of £5 million and 150% of the Estimated Yearly Charges.
21.	Cyber Essentials Certification	Not required.
22.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer and its other contractors every week and every month as further specified in Schedule 2 (Specification).</p> <p>The Supplier shall provide the Buyer with Progress Reports every month as further specified in Schedule 2 (Specification).</p>
23.	Guarantee	Not applicable
24.	Supplier Contract Manager	REDACTED
25.	Supplier Authorised Representative	REDACTED
26.	Supplier Compliance Officer	TBC
27.	Supplier Data Protection Officer	TBC
28.	Supplier Marketing Contact	REDACTED
29.	Key Subcontractors	Not applicable
30.	Buyer Authorised Representative	REDACTED

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	REDACTED	Date:	REDACTED

Core Terms – Mid-tier

- **1. Definitions used in the contract**

1.1 Interpret this Contract using Schedule 1 (Definitions).

- **2. How the contract works**

2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form). If allowed by the Regulations, the Buyer can:

- make changes to Award Form
- create new Schedules
- exclude optional template Schedules
- use Special Terms in the Award Form to add or change terms

2.2 The Contract:

- is between the Supplier and the Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Award Form

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

2.4 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

2.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.6 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 Tender Response and the Contract

- 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

3.1.2 In the event that a level of warranty is not specified in the Award Form, 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.

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 the 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 of the Buyer or third party suppliers.

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 the 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 Award Form.

4.2 All Charges:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.3 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 Award Form.

4.4 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)

4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.

4.7 If 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 the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items; or
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.8 If the Buyer uses Clause 4.7 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

4.9 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 Charges excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.10 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 a Buyer Cause:

- the Buyer cannot terminate the 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 Buyer of the Buyer Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause
- mitigated the impact of the Buyer 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 Award Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract for 7 years after the End Date and in accordance with the GDPR.

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 Buyer and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

● **7. Supplier staff**

7.1 The Supplier Staff involved in the performance of the 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 the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

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 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 the Contract
- the 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 the Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract
- it is not impacted by an Insolvency Event

8.2 The warranties and representations in Clauses 2.6 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies the 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.

8.5 The 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 the 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 the 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 the 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:

- obtain for 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 Buyer 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 The Buyer has the right to terminate the Contract at any time without reason or liability by

giving the Supplier at least 90 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

● **10.4 When the Buyer can end the Contract**

10.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Default that is not corrected in line with an accepted Rectification Plan
- the Buyer 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 the Contract
- there's a Default of Clauses 2.6, 9, 14, 15, 27, 32 or Schedule 19 (Cyber Essentials) (where applicable) relating to the Contract
- there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels)
- there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing
- there's a Variation to the Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- The Buyer 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 the Buyer into disrepute or diminish the public trust in them

10.4.2 If there is a Default, the Buyer can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.3 When the Buyer 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

10.4.4 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.5 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

• **10.5 What happens if the contract ends**

Where the Buyer terminates the Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Buyer'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 the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to 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 the 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 the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates the 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

● **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 Buyer 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 Buyer

● **10.8 Partially ending and suspending the contract**

10.8.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

10.8.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.3 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

10.8.4 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 the 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 Award Form.

11.2 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)

11.3 In spite of Clause 11.1, 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

11.4 In spite of Clause 11.1, 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 Schedule 7 (Staff Transfer) of the Contract.

11.5 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.

11.6 When calculating the Supplier's liability under Clause 11.1 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.4

11.7 If more than one Supplier is party to the 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 Schedule 26 (Corporate Social Responsibility).

12.2 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.

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 Schedule 22 (Insurance Requirements).

● **14. Data protection**

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).

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 the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer 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 Buyer 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 the Buyer is at fault.

14.8 The Supplier:

- must provide the Buyer 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 the Buyer unless required by Law to retain it
- indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

● 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 Buyer at its request.

15.4 The Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to
- if the Buyer (acting reasonably) considers disclosure necessary or appropriate 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 and any Information which is exempt from disclosure by Clause 16 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 Buyer 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 Buyer within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give the 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 Buyer 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 Buyer's decision, which does not need to be reasonable.

● **17. Invalid parts of the contract**

If any part of the 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 enforceable.

● **18. No other terms apply**

The provisions incorporated into the 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 the 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 the 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

● **21. Relationships created by the contract**

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

● **22. Giving up contract rights**

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

● **23. Transferring responsibilities**

23.1 The Supplier cannot assign the Contract without the Buyer's written consent.

23.2 The Buyer 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 Buyer.

23.3 When the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

23.4 The Supplier can terminate the 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 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

● **24. Changing the contract**

24.1 Either Party can request a Variation to the 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 the Buyer

24.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless 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 The Buyer is 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 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 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, the Charges or the 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 Charges or relief from the Supplier's obligations because of a Specific

Change in Law must be implemented using Clauses 24.1 to 24.4.

● **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 the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.

25.3 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 cannot 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.

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 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 the Buyer on request
- if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, 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 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
- 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 the Contract
- suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies 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 the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform 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 the Contract.

● **29. Health and safety**

29.1 The Supplier must perform its obligations meeting the requirements of:

- 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 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 the 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.

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● **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. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under the Contract 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 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 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 the Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes 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 the Buyer if a Conflict of Interest happens or is expected to happen.

33.3 The 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.

● **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 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 Buyer 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 Buyer 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.

34.5 The Buyer 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 Buyer 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 the 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.

Schedule 1 (Definitions)

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this 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 the 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 include 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; and
 - 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 the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and

1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.4 In the 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;
"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;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by the Buyer under a 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 Schedule 26 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; 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; g) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial,

	<p>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 the Contract;</p> <p>i) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer'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 Buyer has used its resources.</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 audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Buyer"	the Secretary of State for Work and Pensions acting as part of the Crown through his/her representatives in the Department for Work and Pensions;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"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;

"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 Contract initially identified in the Award 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);
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"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 Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the 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 Award 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 Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;

"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 the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities and contract data;
"Contract Period"	the term of the Contract from the earlier of the: 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 the Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Services Commencement Date or each anniversary thereof provided that the final Contract Year shall commence on and include the anniversary of the Services Commencement Date in the relevant year and end on the End Date;
"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"	the Buyer's standard terms and conditions for common goods and services which comprise one part of the Contract the full title of which is Core Terms – Mid-tier version 1.0;

"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work 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; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as 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 and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables; <ul style="list-style-type: none"> but excluding: <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the
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	<p>Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish 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 Data Protection Act 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 rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the 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 the Contract and in respect of which the Supplier is liable to the Buyer;

"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 the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) 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 Award 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 the Contract as:</p> <p>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</p>

	<p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"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 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;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer 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;
"End Date"	<p>the earlier of:</p> <p>a) the date of the end of the Contract as stated in the Award Form (as may be extended by any Extension Period exercised by the Buyer under Clause 10.2); or</p> <p>b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"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 Award Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p>

	<p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</p> <p>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</p>
"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;
"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);
"Extension Period"	such period or periods beyond which the Initial Period may be extended up to a maximum of the number of years in total specified in the Award Form;
"Find a Tender Service"	means the UK e-notification service, a single web-based portal which is provided, by or on behalf of the Cabinet Office;
"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, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <p>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;</p> <p>a) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>b) acts of a Crown Body, local government or regulatory bodies;</p> <p>c) fire, flood or any disaster; or</p> <p>d) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p>

	<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; ii) 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 iii) 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;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
"Special Terms"	any additional terms and conditions specified in the Award Form incorporated into the Contract;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> 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;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award 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 Buyer's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the 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 Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: <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 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;

	<p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) 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 the Award 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 the Contract specified in the Award Form;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>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</p> <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 order 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 Contract Period to install the Goods in accordance with the 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 Award Form;
"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 Buyer in the fulfilment of its obligations under the 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 Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Personnel);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of 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 the 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 Contract, and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;
"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, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier 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 Schedule 2 (Specification), if applicable;
"Marketing Contact"	shall be the person identified in the Award Form;
"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 the 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 the 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> <ul style="list-style-type: none"> 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; 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>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</p>

	<p>offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"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 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 iv) Reimbursable Expenses, if allowed under the Award 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 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;

"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 within by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"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 ;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Award 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 Award Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by the 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 a reward for</p>

	<p>improper performance of a relevant function or activity in connection with the 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 the 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"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"Recall"	<p>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 IPR rights) that might endanger health or hinder performance;</p>
"Recipient Party"	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Schedule 25 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and

	c) 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);
"Rectification Plan Process"	the process set out in Clause 10.4.2 to 10.4.4 (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 agrees 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>
"the Buyer'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 Buyer (including all Buyer 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 reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and</p> <p>information derived from any of the above;</p>
"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 , 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 the 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 Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"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 Contract (which, where Schedule 10 (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 Award Form;

"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Services Commencement Date"	the later of: (a) 18 June 2022; and (b) where the Implementation Plan states that the Supplier must have Achieved a relevant Milestone before it can commence the provision of the Services, the date upon which the Supplier Achieves the relevant Milestone.
"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; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)
"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 Award 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 that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
"Standards"	any:

	<p>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;</p> <p>b) standards detailed in the specification in Schedule 2 (Specification);</p> <p>c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	the date specified on the Award Form;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"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 the Supplier related to the Contract;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the

	<p>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 the Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the 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 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 the 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 the 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 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 the Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 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 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 the 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 the 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 the Contract as set out in the Test Plan or elsewhere in the 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;
"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Schedule 21 (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;
"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 Award Form.
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work 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;

Schedule 2

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1 Glossary of Terms

Terms specific to this Specification

Buyer Estate	the Buyer's property portfolio as shown at Annex 1 as may be changed, varied, or adapted by the Buyer from time to time;
Buyer Supply Chain Member	any supplier to the Buyer (but excluding the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
Estates Supply Chain Members	the Supplier and the Buyer Supply Chain Members and their sub-contractors, suppliers, agents and consultants, of any tier and all employees and agents engaged by any of them in relation to the Buyer Estate;

3 Overview

The Buyer's life system service contractor, as at the date of this, Contract Mitie FM Limited (which is subject to change from time to time) (the "Lift Contractor"), provides dedicated lift resource services to the Buyer, which also includes the provision of some technical expertise. However, the Buyer requires independent lift technical advice to minimise lift downtime and business interruption, to ensure compliance with standards and the safety and security of those using the lifts and to secure value for money for the Buyer.

The Supplier shall provide the Services specified in this Schedule from and including the Services Commencement Date. During the Implementation Period (as defined in Schedule 8 (Implementation Plan)), the incumbent supplier shall retain full responsibility for all existing services.

The Services are comprised of certain Core Services (as defined below), which the Supplier is required to deliver, and certain Ad-Hoc Services (as defined below), which the Supplier is required to deliver at the Buyer's request.

The Supplier will provide the following core Services (the scope of which is described further in this Specification):

- Maintenance audits of lift Planned Preventative Maintenance ("PPM") and reactive works
- Compliance spot checks of lifts
- Checking remedial estimates provided by the Lift Contractor
- Autodialler management
- Ongoing technical support including attending weekly and monthly meetings with Estates Supply Chain Members

(the "Core Services")

At the Buyer's request, the Supplier will also provide the following ad-hoc Services (the scope of which is described further in this Specification):

- Additional maintenance audits of lift PPM and reactive works
- Additional compliance spot checks of lifts
- Site surveys
- Acquisition surveys
- Emergency LOLERs

(the "Ad-Hoc Services")

The Supplier will provide the Services across the Buyer Estate.

4 Requirements During Implementation Period

The Supplier shall work cooperatively and in partnership with the Buyer, incumbent supplier, Lift Contractor and other Buyer Supply Chain Members, where applicable, to understand the services requirements to ensure a mutually beneficial handover of the Services.

The Supplier shall:

- Mobilise all of the Services specified in this Specification;
- Appoint a representative who shall be responsible for the management of the Implementation Period. This is to ensure that the Implementation Period is planned and resourced adequately, and so that the Buyer has a point of contact;
- Produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including key Milestones and dependencies;
- Detail how they will work with the incumbent supplier and the Buyer Authorised Representative to capture and load up relevant information for this service;
- Liaise with the incumbent supplier to enable the full completion of the Implementation Period activities;
- Manage and report progress against the agreed Implementation Plan;
- Construct and maintain a mobilisation risk and issues register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- Attend weekly mobilisation progress meetings which shall be chaired by the Buyer and all meeting minutes shall be taken by the Supplier and distributed to attendees;
- Agree reporting scope and format for monthly meetings;
- Ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between the incumbent provider and the Supplier; and
- Develop guidance associated with compliance audit template to ensure standard approaches and implement training of Auditors.

The Supplier shall ensure that all the necessary arrangements to allow continuous operations are in place by the end of the Implementation Period.

In case of conflict between this paragraph 3 of Schedule 2 (Specification) and the Implementation Plan (as agreed between the parties in accordance with Schedule 8 (Implementation Plan)), the terms of the Implementation Plan shall prevail.

5 Core Services

A summary of the required Core Services and associated service volumes are shown in the following Table 1:

Table 1: Core Services Scope and Volumes

Description	Requirement	Volume per week ("pw")/month ("pm")/annum("pa")
Maintenance audits	Carry out maintenance audit, see paragraph 4.1 below	5pm/60pa
Compliance spot checks	Carry out compliance spot checks, see paragraph 4.2 below	4pm/48pa
Validate estimates	Validate estimates provided, see paragraph 4.3 below	Estimated 25pm/Estimated 300pa See Annex 2 for volumes and typical range of costs for previous years The Buyer gives no guarantee in respect of volumes
Autodialler Management	Update Autodialler assets and monitor system, see paragraph 4.4 below	Ongoing
Ongoing Technical Support	Provide technical support, including competent person, continuous improvement and additional systems, see paragraph 4.5 below	Ongoing
Attend weekly meetings	Chair one virtual meeting per week, see paragraph 4.6 below	1pw/50pa
Attend monthly meeting	Chair one virtual or physical meeting per month, see paragraph 4.7 below	1pm/12pa

Table 1 sets out the scope and volume of the service that should be the basis of the Suppliers' cost to deliver the Core Services. However, the Buyer and the Supplier recognise that the needs of the service will change during the life of the Contract and the Supplier will need to work with the Buyer to agree changes to the volumes, ensuring where possible that any service amendments can continue to be accommodated within the resource allocated by the Supplier to this Contract.

5.1 Maintenance audits

The Supplier will carry out **5 maintenance audits each month** to audit the quality of workmanship being delivered by the Lift Contractor. The Supplier shall help the Buyer to identify and target lifts which are problematic and highlight areas for improvement.

The Supplier will carry out a site audit to document all site information, including providing comments on the quality of maintenance to cover the following: -

- Cleanliness of installation
- General adjustment of equipment
- Amount of general wear of the equipment
- Installation performance, e.g. door operation, quality of ride, floor levelling

Should further audits be required these can be added and the Supplier can advise the Buyer of the earliest opportunity to attend to perform this task.

From these audits the Supplier will create a consolidated report and work with the Lift Contractor (and any other relevant contractors) on a monthly basis to improve the quality of the service delivery.

The content of these audits will be reviewed at a monthly contractor meeting overseen by the Supplier.

The Supplier shall also check for non-performance under the terms of the Lift Contractor's contract.

5.2 Compliance spot checks

The Supplier will carry out **4 compliance spot checks per month** to ensure that the Buyer is meeting its remedial requirements under LOLER and liaise with the Lift Contractor to make safe. These will cover checking the following: -

- Instructed remedial works are carried out
- Works are carried out to the required industry standards
- Defects have been rectified and documented within required timescales
- SAFED and/or other associated testing is completed and certificated

5.3 Validating Estimates

The Supplier will review and provide advice on estimates submitted by the Lift Contractor for remedial works, including:

- Liasing with the Lift Contractor to ensure quotes are appropriate for the works required
- Updating work order notes in CAFM system
- Approving works in the CAFM system

The Supplier will review the estimates provided by the Lift Contractor where the estimate for the works is above the threshold agreed with the Lift Contractor (Note: All lift orders above certain value go through technical and cost approval, the Supplier will monitor at level 2 of approvals procedure where quotes for higher value works can then be accepted, rejected or re-quoted (estimated volumes for level 2 works are shown in Annex 2)). The review of the estimates will typically include checking:

- Whether the remedial works should have been undertaken by the life cycle works contractor

and should they have carried out these works previously

- Whether the remedial works should have been undertaken under the PPM thresholds
- Whether the pricing and on-cost has been correctly undertaken
- Whether the proposed labour hours are too high
- Whether the material cost is higher than the market standard
- LOLER to ensure the work is required
- recommendations on certificates are recorded on the CAFM system
- Whether the costs are too high compared to previous statement of requirements
- Whether works have been completed where the service is not actually required

As part of this process and where appropriate the Supplier will develop and implement a schedule of rates to ensure timely decisions without the need to wait for quotes from the Lift Contractor. The Supplier will also support the continuous improvement of the Estates Supply Chain Members services, ensuring that the works undertaken by the Lift Contractor are not replacement/life cycle works, and ensuring that there is increasing accuracy and contractual relevance of estimates submitted.

The Supplier will keep a log of all submitted quotes from the Lift Contractor and note where they are challenged, the reason for the challenge and the cost savings where applicable.

The volumes indicated in Table 1 are indicative only and the Supplier will be responsible for validating all estimates, irrespective of volumes.

5.4 Autodialler management

The Supplier will monitor and manage the Buyer's autodialler system. The Supplier will manage the installation of any new autodiallers being added to this system. The Supplier will carry out weekly checks and manage any further autodialler faults on equipment and action accordingly. This will include daily checks of the Avire system online to ensure functionality and resolution of any issues within this system are escalated.

5.5 Technical support

4.5.1 Ongoing management

The Supplier will undertake ongoing daily tasks to assist with the effective management of the Lift Contractor including but not limited to:

- Technical support and back up for the Buyer
- Monitoring of call out trends on behalf of the Buyer to highlight problem lifts and look at solutions to aid reliability
- Ongoing point of contact for escalations regarding lift issues for the Buyer
- Acting as a competent person in relation to lifts maintenance and lift certification in a reviewing

and advisory role.

4.5.2 Weekly Meetings

The Supplier will chair weekly review meetings online with the Lift Contractor and other contractors to assess performance, covering but not limited to the following:

- Reviewing the completion of maintenance visits
- Reviewing remedial completions
- Reviewing number and nature of all lift breakdowns (PPM and reactive)
- Quotations for works outside the scope of the facilities management and life service systems contracts
- Reviewing LOLER and associated works / defects

The purpose of these meetings is to monitor compliance and for the Supplier to work with the Estates Supply Chain Members to reduce the number of lifts out of service and to bring lifts back into service in a timely manner. This will include technical back up, to determine the reasons for lifts being out of service.

4.5.2 Monthly Meetings

The Supplier will chair monthly contract meetings with the Lift Contractor and other contractors to review the month's performance and all details of the previous month's issues and outstanding works. A standard reports pack will be developed between the Supplier and the Lift Contractor to meet the requirements of the Buyer which will then be supplied to the wider group by the Supplier at least 2 working days prior to the next monthly meeting.

The Lift Contractor's performance will be monitored over a full month and assessed against compliance and the Lift Contractor's contract terms. The Lift Contractor will be expected to demonstrate their performance through agreed reports and the meeting minutes will need to be issued to the Buyer.

4.6 Systems

Access will be provided to the Supplier to the Buyer's CAFM / Asset Management System.

The Supplier shall ensure that they provide all other systems necessary for the Supplier to deliver the requirements of this service and demonstrate their performance and compliance with this Contract.

6 Ad-Hoc Services

The Buyer may require that the Supplier deliver certain Ad-Hoc Services and the Supplier will deliver the Ad-Hoc Services at the Buyer's request. The Buyer cannot guarantee the volumes at which it will require the Ad-Hoc Services.

6.1 Additional maintenance audits

If requested by the Buyer, the Supplier will carry out additional maintenance audits each month at the agreed sites to audit the quality of workmanship being delivered by the Lift Contractor.

6.2 Additional compliance spot checks

If requested by the Buyer, the Supplier will carry out additional compliance spot checks each month to ensure the client requirement under LOLER remedials is being met.

6.3 Site Surveys

If requested by the Buyer, the Supplier will attend site to carry out a condition survey of lifts within the Buyer Estate. Site surveys include:

- Attending site;
- Carrying out a full survey of the lift; and
- Providing a written report advising of the:
 - Current condition;
 - Presence of any obsolete or hard to source parts;
 - Likely lead times for parts required;
 - Any other specialist works likely to be required (e.g. HV electrical or liftingbearers, etc);
 - Maintenance issues; and
 - Budget figures for short-term/ long term requirements.

6.4 Acquisition Surveys

If requested by the Buyer, the Supplier will attend site to carry out a condition survey of any new lifts being added to the Buyer Estate. Acquisition surveys include:

- Attending site,
- Carrying out a full survey of the lift; and
- Providing a written report advising of the
 - Current condition;
 - Presence of any obsolete or hard to source parts;
 - Likely lead times for parts required;

- Any other specialist works likely to be required (e.g. HV electrical or liftingbearers, etc);
- Maintenance issues; and
- Budget figures for short-term/ long term requirements.

6.5 Emergency LOLER

Where lifts are currently out of service or compliance is close to expiry, the Supplier, upon request by the Buyer, will attend site to carry out an emergency LOLER until the LOLER contractor can attend site.

Annex 1: Schedule of Properties

Site Code	Property ID	NIA	Site Name	Location	Postcode	Region
620100	21106	2257	Aberdare Crown Buildings	Aberdare	CF44 7HU	Wales
620546	72028	4018	Aberdeen Ebury House	Aberdeen	AB11 6DR	Scotland
620669	99553	205	Aberdeen Union St	Aberdeen	AB10 1TS	Scotland
620556	72082	296	Abergavenny Newbridge House	Abergavenny	NP7 5EF	Wales
620020	9555	851	Abertillery Crown Buildings	Abertillery	NP13 1XG	Wales
620552	72078	808	Aberystwyth Alexandra Road	Aberystwyth	SY23 1LA	Wales
620335	71285	779	Abingdon Torus House	Abingdon	OX14 3QS	Southern
620490	71859	823	Accrington	Accrington	BB5 1PJ	NW England
620723	99736	3804	Acton	Acton	W3 7JL	L & HC
620340	71303	2816	Adelphi House, Reading	Reading	RG1 1HD	Southern
620007	4389	1417	Aintree Warehouse	Liverpool	L9 7ET	NW England
620540	72016	764	Airdrie JCP	Airdrie	ML8 0AL	Scotland
620148	28176	1851	Aldershot JCP	Aldershot	GU11 1HP	Southern
620849	71950	386	Alexandria 160 Bank Street	Alexandria	G83 0UP	Scotland
620716	99709	950	Alfreton JCP	Alfreton	DE55 7AF	Central
620529	71993	491	Alloa JCP	Alloa	FK10 1LX	Scotland
620611	72256	584	Alnwick Roxburgh House	Alnwick	NE66 1LX	NE England
620727	99754	556	Alton JCP	Alton	GU34 1LH	Southern
620470	71791	920	Altrincham Roberts House	Altrincham	WA14 4PU	NW England
620686	99585	64	Amlwch Business Park	Amlwch	LL68 9BQ	Wales
620118	23483	803	Ammanford Llys Afon Park Street	Ammanford	SA18 2NT	Wales
620831		401	Andover co-location	Andover	SP10 3AJ	Southern
620525	71987	400	Annan JCP	Annan	DG12 6JJ	Scotland
620502	71898	658	Arbroath JCP	Arbroath	DD11 1PP	Scotland
620681	99577	183	Arnold Civic Centre Arnot Hill Park Nottingham	Arnold	NG5 6LT	Central
620250	44784	1455	Ashford	Ashford	TN23 1HT	L & HC
620016	7334	2202	Ashington Reiverdale House	Ashington	NE63 9YY	NE England
620682	99578	131	Atherstone The Council House South Street	Atherstone	CV9 1DR	Central
620030	11596	1496	Aylesbury JCP	Aylesbury	HP19 8EZ	Southern
620043	13760	2713	Ayr Wallacetoun House	Ayr	KA8 0BX	Scotland
620061	17113	2279	Banbury Crown Buildings	Banbury	OX16 7EX	Southern
620628	99497	50	Banff Town House (OLD NO 13)	Banff	AB45 1AY	Scotland
620599	72226	597	Bangor High Street	Bangor	LL57 1YA	Wales
620245	44141	133	Bangor Ty Glyder 339 High Street (MSEC)	Bangor	LL57 1EP	Wales
620719	99722	3027	Bangor Ty Pont Britannia	Bangor	LL57 4FD	Wales

620771	99442	618	Bargoed	Bargoed	CF81 8QT	Wales
620759	99956	2967	Barking	London	IG11 8QB	L & HC
620003	2717	2040	Barnet Raydean House	London	EN5 1AQ	L & HC
620317	71199	1535	Barnsbury	London	N1 0EX	L & HC
620431	71657	2031	Barnsley Cooper House 59 Peel Street	Barnsley	S70 2RL	NE England
620209	38413	3671	Barnsley John Rideal House	Barnsley	S70 2SA	NE England
620430	71654	366	Barnsley Kings Road	Barnsley	S73 0JE	NE England
620028	11250	2052	Barnstaple JCP	Barnstaple	EX32 8HD	Southern
620489	71857	1161	Barrow in Furness Craven House	Barrow-In-Furness	LA14 1 AE	NW England
620188	35441	2134	Barrow Phoenix House	Barrow-In-Furness	LA14 1BY	NW England
620570	72124	893	Barry	Barry	CF63 4HA	Wales
620422	71630	164	Barton-On-Humber	Barton-On-Humber	DN18 5ER	NE England
620626	99494	2148	Basildon co-location OLD CL 1A	Basildon	SS14 1DL	L & HC
620211	38684	5112	Basildon Great Oaks House	Basildon	SS14 1JE	L & HC
620060	16653	1834	Basingstoke JCP	Basingstoke	RG21 8ES	Southern
620417	71612	2189	Bath JCP	Bath	BA1 1TS	Southern
620039	13422	2925	Bathgate Whitburn Road	Bathgate	EH48 1HG	Scotland
620307	71155	217	Beccles JCP	Beccles	NR34 9TR	Central
620210	38621	2211	Bedford	Bedford	MK40 2EH	L & HC
620610	72255	479	Bedlington Longridge House	Bedlington	NE22 5TL	NE England
620378	71471	526	Bedworth 10-12 High Street	Bedworth	CV12 8NF	Central
620703	99677	400	Beeston JCP	Nottingham	NG9 2LW	Central
620115	23100	2014	Bellshill	Bellshill	ML4 1HT	Scotland
620271	71013	247	Belper JCP	Belper	DE56 1PN	Central
620256	45844	721	Berwick upon Tweed Norham House	Berwick	TD15 1DS	NE England
620267	49845	611	Beverley Crosskill House Mill Lane	Beverley	HU17 9JW	NE England
620650	99523	259	Bexhill Amherst Road Bexhill-on-Sea Rother District Council	Bexhill on Sea	TN40 1QH	Southern
620180	33716	2070	Bexleyheath	Bexleyheath	DA6 7BB	L & HC
620182	33982	520	Bideford Northbank House North Road	Bideford	EX39 2NR	Southern
620285	71086	280	Biggleswade	Biggleswade	SG18 0JH	L & HC
620461	71736	649	Billingham Theatre House	Billingham	TS23 2NA	NE England
620388	71490	1001	Bilston JCP	Bilston	WV14 0DB	Central
620606	72243	2597	Birkenhead Brunswick House	Birkenhead	CH41 6JN	NW England
620076	19463	7372	Birkenhead Great Western House	Birkenhead	CH41 6DA	NW England
620213	38761	4351	Birkenhead Hordan House	Birkenhead	CH41 6NU	NW England
620483	71849	815	Birkenhead Upton	Birkenhead	CH49 0UE	NW England
620026	10750	####	Birmingham Five Ways House	Birmingham	B15 1SF	Central
620168	31766	3424	Birmingham Handsworth (Temple)	Birmingham	B21 9SL	Central

620389	71491	1198	Birmingham Heynesfield House 10 Stoney Lane Sparkhill	Birmingham	B12 8AF	Central
620379	71472	1511	Birmingham JCP (Broad Street)	Birmingham	B15 1AU	Central
620372	71453	1154	Birmingham King Edwards Court 2 Railway Road Sutton Coldfield	Sutton Coldfield	B73 6AY	Central
620189	35763	2261	Birmingham Ravenhurst (vacated)	Birmingham	B12 0HH	Central
620391	71503	1765	Birmingham South West JCP	Birmingham	B31 2TQ	Central
620153	28897	1233	Bishop Auckland Vinovium House	Bishop Auckland	DL14 7BH	NE England
620496	71868	1429	Blackburn Cardwell Place	Blackburn	BB2 1LG	NW England
620758	99951	3405	Blackburn Orchard House	Blackburn	BB1 6HA	NW England
620814	CL16	1473	Blackpool JCP Corporation Street	Blackpool	FY1 1EJ	NW England
620082	19594	####	Blackpool Peel Park	Blackpool	FY4 5ES	Corporate Centre
620638	99509	540	Blackpool Ryscar House (old HMRC1)	Blackpool	FY2 0JJ	NW England
620078	19517	320	Blackpool Tomlinson House HASSRA Bowling Green and Pavilion	Blackpool	FY5 3TA	NW England
620116	23225	####	Blackpool Warbreck House	Blackpool	FY2 0UZ	NW England
620762	99441	1115	Blackwood	Blackwood	NP12 1BE	Wales
620535	72003	175	Blairgowrie	Blairgowrie	PH10 6DQ	Scotland
620580	72176	270	Blandford JCP	Blandford	DT11 7UE	Southern
620444	71696	668	Blaydon St Cuthberts Way	Blaydon	NE21 5AD	NE England
620174	32857	571	Blyth	Blyth	NE24 2AQ	NE England
620392	71510	467	Bodmin	Bodmin	PL31 2JB	Southern
620136	26460	1980	Bognor Regis JCP	Bognor Regis	PO21 1HH	Southern
620493	71865	1625	Bolton Blackhorse Street	Bolton	BL1 1SX	NW England
620103	21322	5552	Bolton Elizabeth House	Bolton	BL1 1SJ	NW England
620471	71792	1286	Bolton Gt Moor Street	Bolton	BL3 6DT	NW England
620468	71786	1290	Bootle Park House	Bootle	L20 3PN	NW England
620697	99606	742	Bootle Redgrave Court, Building 1.1, Merton Road	Bootle	L20 7HS	NW England
620204	37739	8028	Bootle St Martin's House	Bootle	L69 9BN	NW England
620363	71404	276	Bordon JCP	Bordon	GU35 0TQ	Southern
620296	71126	526	Borehamwood	Borehamwood	WD6 1JR	L & HC
620815	99472	1322	Boston co-location Boston Borough Council, Municipal Buildings, West Street	Boston	PE21 8QR	Central
620704	99678	2303	Bournemouth Tamarisk House Cotlands Road	Bournemouth	BH1 3BG	Southern
620869		697	Bracknell JCP	Bracknell	RG12 1US	Southern
620741	99808	2854	Bradford Ambler Mill	Bradford	BD1 4RL	NE England
620014	6830	2065	Bradford East Leeds Road	Bradford	BD3 9LT	NE England
620437	71667	2468	Bradford Eastbrook Court	Bradford	BD1 5AH	NE England

620154	28933	2387	Bradford Westfield House (Bradford West)	Bradford	BD1 3BE	NE England
620292	71119	1028	Braintree The Old Post Office Fairfield Road	Braintree	CM7 3HA	L & HC
620592	72203	531	Brecon Canal Bank	Brecon	LD3 7HL	Wales
620880			Brentwood Colo	Brentwood	CM14 9PJ	L & HC
620021	9857	4262	Bridgend Crown Buildings	Bridgend	CF31 4AA	Wales
620565	72113	1071	Bridgend Market Street	Bridgend	CF31 1LL	Wales
620585	72187	342	Bridgnorth JCP	Bridgnorth	WV15 6BP	Central
620242	43479	2026	Bridgwater JCP	Bridgwater	TA6 3HJ	Southern
620882		612	Bridlington Town Hall	Bridlington	YO16 4HX	NE England
620582	72178	334	Bridport JCP	Bridport	DT6 3QJ	Southern
620138	26544	2779	Brighton JCP	Brighton	BN2 0LN	Southern
620397	71546	589	Bristol Bedminster JCP	Bristol	BS3 3NW	Southern
620398	71547	688	Bristol Bishopsworth JCP	Bristol	BS13 7TE	Southern
620822	CL29	2500	Bristol co-location	Bristol	BS1 6AN	Southern
620017	7873	8067	Bristol Flowers Hill	Bristol	BS4 5LA	Southern
620152	28851	946	Bristol Horfield JCP	Bristol	BS7 0UD	Southern
620407	71590	1102	Bristol Kingswood JCP	Bristol	BS15 1BZ	Southern
620187	34594	2433	Bristol Lodge House	Bristol	BS16 3HZ	Southern
620415	71604	344	Bristol Shirehampton JCP	Bristol	BS11 0DX	Southern
620412	71598	617	Bristol Yate JCP	Yate	BS37 4BB	Southern
620413	71600	387	Brixham JCP	Brixham	TQ5 8NQ	Southern
620742	99809	934	Bromborough Port	Wirral	CH62 4TG	NW England
620348	71338	5464	Bromley	Bromley	BR1 1NX	L & HC
620646	99518	170	Bromsgrove Parkside (OLD NO 12)	Bromsgrove	B61 8DA	Central
620503	71904	421	Buckie	Buckie	AB56 1AF	Scotland
620393	71512	262	Bude	Bude	EX23 8BT	Southern
620277	71046	1062	Bulwell JCP	Bulwell	NG6 8HX	Central
620131	25071	3048	Burnley Brun House	Burnley	BB11 1AG	NW England
620709	99687	1662	Burnley Lee Moran House	Burnley	BB11 1DD	NW England
620753	99856	4753	Burnley Simonstone	Burnley	BB12 7NQ	NW England
620219	39336	4264	Burton upon Trent Crown House	Burton-on-Trent	DE14 3SN	Central
620484	71852	869	Bury - Silver Street	Bury	BL9 0DP	NW England
620217	39248	2708	Bury St Edmunds St Andrews House	Bury St Edmunds	IP33 1TT	Central
620597	72216	571	Buxton JCP	Buxton	SK17 6BU	Central
620766	ACQ70	478	Caernarfon Acquisition	Caernarfon	LL55 2YD	Wales
620564	72112	734	Caerphilly (Castle Street)	Caerphilly	CF83 1UA	Wales
620140	27009	1951	Caerphilly Crown Buildings	Caerphilly	CF83 1WT	Wales
620559	72088	217	Caldicot Newport Road	Caldicot	NP26 4BR	Wales
620701	99662		Caledonian House (MEC in a HMRC)	Dundee	DD1 4QP	Scotland

620649	99522	248	Camberley Surrey Borough Council	Camberley	GU15 3HH	Southern
620237	42861	4434	Cambridge Henry Giles House JCP	Cambridge	CB4 3BQ	Central
620040	13570	770	Campbeltown	Campbelltown	PA28 6BZ	Scotland
620080	19586	1220	Canning Town	Canning Town	E16 3PD	L & HC
620071	19193	1	Canning Town Freemasons Car Park	Canning Town	E16 3PD	L & HC
620191	35837	2928	Cannock JCP	Cannock	WS11 1JR	Central
620358	71395	1397	Canterbury North gate.	Canterbury	CT1 1EZ	L & HC
620125	23626	2565	Canterbury Nutwood House	Canterbury	CT1 1ZZ	L & HC
620287	71098	498	Canvey Island 140 Furtherwick Road	Canvey Island	SS8 7AL	L & HC
620257	46675	1974	Cardiff Alexandra House	Cardiff	CF5 1WU	Wales
620019	9530	#####	Cardiff Gabalfa	Cardiff	CF14 4US	Wales
620548	72056	2258	Cardiff, Charles Street	Cardiff	CF10 2GS	Wales
620598	72222	522	Cardigan Crown Buildings	Cardigan	SA43 1EF	Wales
620501	71888	977	Carlisle Broadacre House	Carlisle	CA3 8DA	NW England
620711	99691	138	Carlisle Carlyles Court	Carlisle	CA3 8RN	NW England
620667	99548	141	Carmarthen Darkgate Centre	Carmarthen	SA31 1QL	Wales
620554	72080	777	Carmarthen, John St	Carmarthen	SA31 1QT	Wales
620636	99507	372	Castleford Bridge House (MSEC)	Castleford	WF10 2JG	NE England
620440	71683	1044	Castleford Centurion House	Castleford	WF10 1HY	NE England
620127	23884	2763	Chatham	Chatham	ME4 4LQ	L & HC
620666	99547	253	Chatham Bachelor Street	Chatham	ME4 4BJ	L & HC
620294	71121	1245	Chelmsford	Chelmsford	CM2 0YN	L & HC
620380	71474	1030	Chelmsley Wood JCP	Chelmsley Wood	B37 5TH	Central
620405	71583	1427	Cheltenham JCP	Cheltenham	GL50 4DJ	Southern
620557	72086	245	Chepstow Station Road	Chepstow	NP16 5UL	Wales
620336	71290	375	Chesham JCP	Chesham	HP5 1LD	Southern
620251	44826	1439	Chester Chantry House	Chester	CH1 3AQ	NW England
620665	99546	155	Chester Grosvenor Court	Chester	CH1 1HG	NW England
620151	28837	975	Chester le Street Crown Buildings	Chester-le-Street	DH3 3AB	NE England
620046	14344	0	Chesterfield Beetwell House Car Park	Chesterfield	S40 1TF	Central
620221	39797	2786	Chesterfield Beetwell MSEC	Chesterfield	S40 1TF	Central
620577	72140	1825	Chesterfield Markham House Markham Road	Chesterfield	S40 1TG	Central
620353	71365	699	Chichester 5 Southgate	Chichester	PO19 8EH	Southern
620408	71593	1152	Chippenham JCP	Chippenham	SN15 3LH	Southern
620241	43416	1438	Chippenham St Paul's House	Chippenham	SN15 1LA	Southern
620464	71762	700	Chorley	Chorley	PR7 2HB	NW England
620402	71560	410	Cinderford JCP	Cinderford	GL14 2JU	Southern

620641	99513	234	Cirencester Cotswold District Council	Cirencester	GL7 1PX	Southern
620868			City House	Lichfield	WS14 9DX	Central
620694	99600	1471	City Mansell Street	Whitechapel	E1 8DT	L & HC
620099	21019	1092	Clacton	Clacton-On-Sea	CO15 1RS	L & HC
620836	CL72	297	Clevedon co-location	Clevedon	BS21 6FW	Southern
620229	41519	3288	Clydebank Radnor House	Clydebank	G81 2JL	Scotland
620603	72234	503	Coalville JCP	Coalville	LE67 3FB	Central
620139	26990	1843	Colchester Crown Buildings	Colchester	CO2 7AZ	L & HC
620837	CL73	252	Coleford co-location	Coleford	GL16 8HG	Southern
620637	99508	325	Colwyn Bay Princes Park (MSEC)	Colwyn Bay	LL29 8PL	Wales
620465	71763	296	Congleton	Congleton	CW12 4BD	NW England
620608	72253	651	Consett Medomsley Road	Consett	DH8 5HE	NE England
620732	99779	1909	Corby Discovery House	Corby	NN17 5BA	Central
620278	71053	822	Corby JCP	Corby	NN17 1PH	Central
620094	20183	3766	Cosham Roebuck House	Portsmouth	PO6 2TA	Southern
620357	71394	1269	Cosham Wynnstay House	Cosham	PO6 3DR	Southern
620085	19795	5008	Coventry Cofa Court	Coventry	CV1 2HJ	Central
620526	71989	548	Cowdenbeath	Cowdenbeath	KY4 9NQ	Scotland
620445	71697	654	Cramlington Dudley Court	Cramlington	NE23 6QW	NE England
620356	71387	1492	Crawley JCP	Crawley	RH10 1EZ	Southern
620173	32345	1684	Crewe	Crewe	CW1 2JY	NW England
620644	99516	160	Cromer	Cromer	NR27 9EN	Central
620450	71711	478	Crook Government Buildings	Crook	DL15 8LP	NE England
620212	38760	1587	Crosby Hougomount House	Liverpool	L22 0PB	NW England
620832	99458	1300	Croydon co-location Bernard Weatherill House, 8, Mint Walk, Croydon, CR0 1EA	Croydon	CRO 1EA	L & HC
620664	99545	961	Croydon Stephenson House	Croydon	CR9 6BA	L & HC
620542	72020	845	Cumbernauld	Cumbernauld	G67 1AX	Scotland
620512	71954	493	Cumnock	Cumnock	KA18 1JZ	Scotland
620539	72011	411	Cupar	Cupar	KY15 4AN	Scotland
620087	19946	2318	Cwmbran Glyndwr House	Cwmbran	NP44 1XR	Wales
620561	72092	1265	Cwmbran Gwent House	Cwmbran	NP44 1PL	Wales
620538	72008	601	Dalkeith 7-15 Buccleuch Street	Dalkeith	EH22 1HB	Scotland
620332	71270	1137	Dalston Playle House Tottenham Road	Dalston	N1 4BY	L & HC
620054	15014	1933	Darlington Bondgate House	Darlington	DL3 7JY	NE England
620346	71334	940	Dartford	Dartford	DA1 1JY	L & HC
620690	99592	274	Daventry Lodge Road	Daventry	NN11 4FP	Central
620834		1215	Derby Forester Co-Location	Derby	DE1 2FS	Central

620749	99841	3281	Derby Holborn House	Derby	DE21 6BF	Central
620663	99544	234	Derby Southgate Retail Park	Derby	DE23 6UQ	Central
620643	99515	204	Dereham Breckland Council Elizabeth House Walpole Loke (OLD NO 5)		NR19 1EE	Central
620394	71517	392	Devizes JCP	Devizes	SN10 1AE	Southern
620155	28972	1899	Dewsbury Crown Buildings	Dewsbury	WF12 8EF	NE England
620117	23478	517	Didcot JCP	Didcot	OX11 8DB	Southern
620504		756	Dingwall Job Centre	Dingwall	IV15 9HL	Scotland
620302	71145	362	Diss JCP	Diss	IP22 4AX	Central
620146	27879	380	Dolgellau Government Buildings	Dolgellau	LL40 1BP	Wales
620120	23537	5593	Doncaster Crossgate House Wood Street (MSEC)	Doncaster	DN1 3LL	NE England
620269	70872	382	Doncaster Orchard Street	Doncaster	DN8 5EQ	NE England
620345	71332	861	Dover	Dover	CT16 1NN	L & HC
620104	21877	1427	Dover 109 London Road	Dover	CT17 0TH	L & HC
620376	71462	1249	Dudley Alexander House	Dudley	DY1 1JR	Central
620075	19442	8241	Dudley Pedmore House	Dudley	DY5 1XA	Central
620196	36692	475	Dumbarton 15 Meadowbank Street	Dumbarton	G82 1SJ	Scotland
620544	72022	1143	Dumfries	Dumfries	DG1 2PQ	Scotland
620754	99857	234	Dundee Jack Martin Way	Dundee	DD4 9FF	Scotland
620228	41476	4249	Dundee Lindsay House	Dundee	DD1 1QB	Scotland
620513	71959	3577	Dundee Wellgate House	Dundee	DD1 2DB	Scotland
620134	25960	1815	Dunfermline	Dunfermline	KY12 9DF	Scotland
620615	72263	376	Dunoon	Argyll	PA23 8BB	Scotland
620629	99498	96	Dunstable Watling House (old no.1)	Bedfordshire	LU6 1LF	L & HC
620609	72254	3916	Durham Elvet House	Durham	DH1 3BP	NE England
620316	71190	1600	Ealing	London	W13 8RA	L & HC
620527	71991	757	East Kilbride	East Kilbride	G74 1LW	Scotland
620169	31831	2904	Eastbourne St Annes House 2 St Annes Road	Eastbourne	BN21 3XX	Southern
620359	71396	1041	Eastleigh JCP	Eastleigh	SO50 5PB	Southern
620142	27063	1673	Ebbw Vale Ty Gantre Civic Centre	Ebbw Vale	NP23 6XG	Wales
620479	71837	588	Eccles Peel House (see also 99621) Sentinel House	Manchester	M30 0NA	NW England
620859	ACQ69	560	Edgeware Road (Colindale)	London	NW9 6TD	L & HC
620662	99543	604	Edinburgh Argyle House	Edinburgh	EH3 9DR	Scotland
620523	71982	1450	Edinburgh High Riggs	Edinburgh	EH3 9HU	Scotland
620254	45027	2521	Edinburgh Lyndean House 199 Commercial Street Leith	Edinburgh	EH6 6QP	Scotland
620079	19544	1166	Edinburgh Wester Hailes	Edinburgh	EH14 2SP	Scotland
620579	72168	121	Edmonton Site Rear of 112-118 Fore Street	London	N18 2XA	L & HC
620198	36783	2022	Elgin	Elgin	IV30 1RJ	Scotland

620735	99790	759	Ellesmere Port	Ellesmere Port	CH65 0AP	NW England
620286	71091	319	Ely JCP	Ely	CB7 4LS	Central
620320	71214	1015	Enfield	Enfield	EN2 7AL	L & HC
620354	71369	807	Epsom JCP	Epsom	KT17 1HQ	Southern
620724	99744	3569	Erdington JCP	Birmingham	B23 6TD	Central
620693	99597	1043	Evesham Abbey Road	Evesham	WR11 4SB	Central
620123	23592	256	Exeter CHDA	Exeter	EX2 7HU	Southern
620205	37997	3203	Exeter Clarendon House Western Way	Exeter	EX1 2DA	Southern
620418	71616	1454	Exeter Pynes Hill Court	Exeter	EX2 5SP	Southern
620505	71912	210	Eyemouth	Eyemouth	TD14 5BS	Scotland
620630	99499	256	Fakenham North Norfolk District Council (OLD NO 11)	Fakenham	NR21 8HJ	Central
See 620073	19402a		FALKIRK Callendar Gate	Falkirk	FK1 1XE	Scotland
620056	15576	2365	Falkirk Heron House	Falkirk	FK1 5SE	Scotland
620073	19402	#####	FALKIRK Parklands	Falkirk	FK1 1XE	Scotland
620049	14683	1529	Fareham JCP	Fareham	PO16 7HR	Southern
620351	71363	805	Farnborough JCP	Farnborough	GU14 7NP	Southern
620308	71157	321	Felixstowe JCP	Felixstowe	IP11 7AZ	Central
620313	71176	1428	Finsbury Park	London	N7 7JX	L & HC
620497	71869	1425	Fleece St., Rochdale	Rochdale	OL16 1LT	NW England
620717	99712	545	Fleetwood	Fleetwood	FY7 6JX	NW England
620683	99580	45	Flint County Offices Chapel Street	Flint	CH6 5BD	Wales
620130	23978	3342	Folkestone	Folkestone	CT20 2HR	L & HC
620322	71238	1679	Forest Hill	Forest Hill	SE23 3XU	L & HC
620514	71963	1619	Forfar	Forfar	DD8 3HY	Scotland
620506	71914	341	Forres	Forres	IV36 1EL	Scotland
620821	CL27	234	Fort William co-location	Fort William	PH33 6RQ	Scotland
620515	71964	215	Fraserburgh	Fraserburgh	AB43 9RZ	Scotland
620396	71520	439	Frome	Frome	BA11 1QW	Southern
620070	19073	3149	Fulham Waterford House Waterford Road	Fulham	SW6 2DL	L & HC
620676	99571	190	Gainsborough West Lindsey District Council Guildhall Marshall's Yard	Gainsborough	DN21 2NA	Central
620707	99685	1971	Galashiels New Reiver House	Galashiels	TD1 1TD	Scotland
620463	71740	1592	Gateshead Shildon House High Street	Gateshead	NE8 1AS	NE England
620695	99603	130	Girvan Carrick Buildings	Girvan	KA26 9AL	Scotland
620050	14867	2052	Glasgow 20 Benalder Street Partick	Glasgow	G11 6QN	Scotland
620511	71943	1491	Glasgow 779-787 Govan Road Govan	Glasgow	G51 3JY	Scotland
620067	18483	2337	Glasgow 955 Shettleston Road Shettleston	Glasgow	G32 7NY	Scotland

620747	99832	2031	Glasgow Atlantic Quay	Glasgow	G2 8JB	Scotland
620614	72262	385	Glasgow Barrhead	Glasgow	G78 1NF	Scotland
620528	71992	404	Glasgow Castlemilk	Glasgow	G45 9AA	Scotland
620903			Glasgow Castlemilk 21 Glenwood Place	Glasgow	G45 9UH	Scotland
620533	72000	829	Glasgow Drumchapel	Glasgow	G15 7TG	Scotland
620710	99688	1469	Glasgow Laurieston House	Glasgow	G41 1PU	Scotland
620714	99700	240	Glasgow Lower Ground Floor Suit Civic Buildings Cambuslang	Glasgow	G72 7EX	Scotland
620083	19664	3220	Glasgow Newlands	Glasgow	G43 1SS	Scotland
620008	4410	####	Glasgow Northgate House	Glasgow	G4 0DX	Scotland
620854	99804	1500	Glasgow Portcullis House India Street	Glasgow	G2 4PZ	Scotland
620522	71979	617	Glasgow Rutherglen	Glasgow	G73 2QW	Scotland
620263	48213	4498	Glasgow Springburn (Atlas Road)	Glasgow	G21 4DL	Scotland
620507	71921	689	Glenrothes	Glenrothes	KY7 5LL	Scotland
620284	71077	322	Glossop JCP	Glossop	SK13 7DF	Central
620095	20286	3482	Gloucester Cedar House	Gloucester	GL1 1XL	Southern
620421	71629	576	Goole Mulberry House	Goole	DN14 5QB	NE England
620733	99781	688	Gosport JCP	Gosport	PO12 1RR	Southern
620536	72004	439	Grangemouth	Grangemouth	FK3 9EA	Scotland
620193	36009	2319	Grantham JCP	Grantham	NG31 6SY	Central
620162	30972	1627	Gravesend the Grove	Gravesend	DA12 1DF	L & HC
620291	71118	1144	Grays	Grays	RM17 6QQ	L & HC
620303	71147	1069	Great Yarmouth Copperfield House	Great Yarmouth	NR30 1EJ	Central
620224	41184	4903	Greenock Dalrymple Street	Greenock	PA15 1QL	Scotland
620426	71645	1667	Grimsby Bridge House	Grimsby	DN31 1NH	NE England
620090	19997	192	Grimsby Cleethorpes Road (MSEC)	Grimsby	DN31 3EH	NE England
620156	29070	3243	Grimsby Crown House	Grimsby	DN32 7BE	NE England
620122	23576	1765	Guildford Leys House 86-88 Woodbridge Road (MEC)	Guildford	GU1 4QD	Southern
620454	71726	599	Guisborough Nathan House	Guisborough	TS14 6JS	NE England
620333	71271	2230	Hackney 271 Mare Street	Hackney	E8 1EE	L & HC
620181	33726	2262	Hackney Sylvester Road	Hackney	E8 1DZ	L & HC
620260	47283	1529	Halesowen Maybrook House	Halesowen	B63 4AH	Central
620106	22776	3093	Halifax Crossfield House (MSEC)	Halifax	HX1 1YS	NE England
620419	71620	3275	Halifax Dean Clough	Halifax	HX3 5AX	NE England
620524	71986	1511	Hamilton Cameronian House Almada Street	Hamilton	ML3 0EH	Scotland
620593	72204	2824	Harlesden	Harlesden	NW10 4TL	L & HC

620066	18273	2633	Harlow Beaufort House	Harlow	CM20 1NA	L & HC
620157	29969	2265	Harrogate Berkeley House	Harrogate	HG1 5PZ	NE England
620074	19435	2751	Harrow	Harrow	HA1 1YJ	L & HC
620661	99542	177	Hartlepool Park Tower	Hartlepool	TS24 7PT	NE England
620620	92037	1900	Hartlepool Ward Jackson House	Hartlepool	TS24 8EZ	NE England
620295	71122	465	Harwich	Harwich	CO12 3AT	L & HC
620126	23680	####	Hastings Ashdown House	Hastings	TN37 7GA	Southern
620137	26492	3477	Hastings Heron House	St Leonards-On-Sea	TN37 6LJ	Southern
620870			Hatfield	Hatfield	AL10 0JJ	L & HC
620128	23903	1296	Havant JCP	Havant	PO9 2AR	Southern
620555	72081	799	Haverfordwest Quay Street	Haverfordwest	SA61 1BH	Wales
620838			Haverhill co-location	Haverhill	CB9 9EE	Central
620534	72002	301	Hawick	Hawick	TD9 9RH	Scotland
620319	71209	915	Hayes	Hayes	UB4 0RS	L & HC
620360	71398	848	Haywards Heath JCP	Haywards Heath	RH16 1BP	Southern
620275	71032	626	Heanor JCP	Heanor	DE75 7EZ	Central
620578	72159	379	Helensburgh	Helensburgh	G84 7PH	Scotland
620833	CL52	103	Helston co-location	Helston	TR1 8AF	Southern
620596	72212	1313	Hemel Hempstead	Hemel Hempstead	HP1 1EU	L & HC
620218	39330	1320	Hemsworth Low Hall	Hemsworth	WF9 4HP	NE England
620002	1687	1433	Hendon Crown Building	London	NW4 1DP	L & HC
620660	99539	144	Hereford 65 St Owen Street	Hereford	HR1 2JQ	Central
620627	99496	700	Hereford co-location Blueschool House, Blueschool Street, Hereford. HR1 2ZB.	Hereford	HR1 2ZB	Central
620297	71129	676	Hertford	Hertford	SG14 1EF	L & HC
620420	71626	377	Hessle The Weir	Hessle	HU13 0RX	NE England
620149	28239	1993	Hexham St Andrews House	Hexham	NE46 3NF	NE England
620472	71799	512	Heywood - Taylor Street	Heywood	OL10 1ED	NW England
620053	14973	####	Heywood Stores	Manchester	OL10 2PZ	NW England
620740	99807	4069	High Wycombe Aria House	High Wycombe	HP11 2DN	Southern
620692	99594	292	Hinckley Hub Rugby Rd	Hinckley	LE10 0FR	Central
620247	44470	546	Holyhead The Old Vicarage	Holyhead	LL65 1DB	Wales
620673	99562	50	Holywell Gnd Floor of former Town Hall	Holywell	CH8 7TD	Wales
620581	72177	367	Honiton JCP	Honiton	EX14 1JP	Southern
620355	71376	927	Horsham JCP	Horsham	RH12 1HN	Southern
620055	15165	1865	Houghton le Spring Broadway House	Houghton-le-Spring	DH4 4DL	NE England
620764		2606	Hounslow Treaty Centre	Hounslow	TW3 1ES	L & HC

620129	23917	1189	Hove Boundary House Boundary Road	Hove	BN3 7GA	Southern
620178	33702	2060	Hoxton 30 Drysdale Street (MSEC)	Hoxton	N1 6LT	L & HC
620436	71666	1894	Huddersfield Castle House	Huddersfield	HD1 2NE	NE England
620172	32178	3067	Hull Britannia House	Hull	HU2 8NF	NE England
620013	6541	2420	Hull Crown House	Hull	HU2 8NF	NE England
620135	26165	2256	Hull Oriel House	Hull	HU1 1QJ	NE England
620012	6481	167	Hull Stanley Street (MSEC)	Hull	HU3 1JS	NE England
620878			Hulme District Office, 323 Stretford Road, Hulme,	Manchester	M15 5FQ	NW England
620826		179	Huntingdon Co-Location	Huntingdon	PE29 3TN	Central
620171	31871	2455	Huyton	Huyton	L36 9XS	NW England
620246	44239	3674	Hyde Beech House	Hyde	SK14 2LS	NW England
620350	71360	447	Hythe JCP	Hythe	SO45 6ZL	Southern
620220	39376	3788	Ilford Wentworth House	Ilford	IG2 6NW	L & HC
620207	38119	1705	Ilkeston JCP	Ilkeston	DE7 8TU	Central
620769	99495	180	Immingham Civic Centre, Pelham Road	Immingham	DN40 2AE	NE England
620516	71965	375	Invergordon	Invergordon	IV18 0DG	Scotland
620517	71966	2149	Inverness River House Young Street	Inverness	IV3 5BP	Scotland
620077	19476	3979	Ipswich St Felix House JCP	Ipswich	IP1 1TF	Central
620679	99575	60	Irlam Library Liverpool Road Irlam	Manchester	M44 6FD	NW England
620532	71998	716	Irvine	Irvine	KA12 8AA	Scotland
620456	71730	863	Jarrow	Jarrow	NE32 3BX	NE England
620518	71967	551	Johnstone	Johnstone	PA5 8QT	Scotland
620031	11868	3248	Keighley Worth House (MSEC)	Keighley	BD21 5AG	NE England
620159	30380	965	Kendal Kentmere House	Kendal	LA9 4BS	NW England
620177	33644	2584	Kennington	Kennington	SE11 4DE	L & HC
620314	71178	999	Kentish Town	Kentish Town	NW5 2AG	L & HC
620283	71075	785	Kettering JCP	Kettering	NN16 8BG	Central
620818			Kidderminster Co-Lo (Kidderminster Library)	Kidderminster	DY10 1AB	Central
620591	72201	457	Kilbirnie	Kilbirnie	KA25 6HL	Scotland
620225	41187	3640	Kilmarnock Woodstock	Kilmarnock	KA1 2DF	Scotland
620371	71444	1113	Kings Heath JCP	Birmingham	B14 7EG	Central
620841	CL84	579	Kings Lynn co-location	Kings Lynn	PE30 1EX	Central
620068	18730	106	Kings Lynn Vancouver House County Court Road (MSEC)	Kings Lynn	PE30 5EW	Central
620839	CL8	586	Kingston upon Thames co-location	Kingston-Upon-Thames	KT1 1EU	L & HC
620500	71887	1282	Kirkby St Chads Drive	Liverpool	L32 8RW	NW England

620541	72018	864	Kirkcaldy 5 Hunter Street	Kirkcaldy	KY1 1ED	Scotland
620166	31482	4263	Kirkcaldy Victoria Road	Kirkcaldy	KY1 1DS	Scotland
620519	71969	380	Kirkintilloch	Kirkintilloch	G66 1JN	Scotland
620830		550	Lanark Job Centre Plus Office - South Lanarkshire Council Offices	Lanark	ML11 7JT	Scotland
620243	44074	5894	Lancaster Mitre House	Lancaster	LA1 1JW	NW England
620414	71601	233	Launceston	Launceston	PL15 8BQ	Southern
620206	38072	2326	Leamington Spa JCP	Leamington Spa	CV32 4JE	Central
620847	71678	2522	Leeds 35 Eastgate	Leeds	LS2 7RE	NE England
620441	71685	469	Leeds Alva House	Guiseley	LS20 8AF	NE England
620231	41695	3683	Leeds Park Place (Leeds North West)	Leeds	LS1 2SL	NE England
620443	71691	904	Leeds Parkway House	Leeds	LS14 6UZ	NE England
620093	20082	####	Leeds Quarry House	Leeds	LS2 7UA	Corporate Centre
620265	49156	3121	Leeds Southern House 529 York Road (Leeds East)	Leeds	LS9 6TF	NE England
620272	71019	1698	Leicester Charles Street JCP	Leicester	LE1 3JD	Central
620574	72136	1888	Leicester New Walk	Leicester	LE1 6TF	Central
620259	47273		Leicester Rutland Centre	Leicester	LE1 1TQ	Central
620113	23041	5724	Leicester Wellington Street	Leicester	LE1 6DS	Central
620696	99605	160	Leighton Buzzard, Bossard House, West Street	Leighton Buzzard	LU7 1DA	L & HC
620677	99572	47	Leiston Enterprise Centre	Leiston	IP16 4US	Central
620383	71481	460	Leominster JCP	Leominster	HR6 8JE	Central
620298	71132	652	Letchworth	Letchworth	SG6 3AZ	L & HC
620520	71970	455	Leven	Leven	KY8 4PT	Scotland
620064	17950	2157	Lewes JCP	Lewes	BN7 2XR	Southern
620852	72250	604	Leyland co-location	Leyland	PR25 1DH	NW England
620642	99514	1029	Lincoln City Hall	Lincoln	LN1 1YZ	Central
620634	99504	1600	Lincoln Contact and Assessment Centre City Hall	Lincoln	LN1 1DB	Central
620824	CL32	264	Liskeard Bell co-location	Liskeard	PL14 3DZ	Southern
620352	71364	611	Littlehampton JCP	Littlehampton	BN17 5ER	Southern
620248	44627	2618	Liverpool Belle Vale	Liverpool	L25 2UF	NW England
620480	71842	880	Liverpool Everton North	Liverpool	L5 4QY	NW England
620466	71767	773	Liverpool Garston	Liverpool	L19 2JZ	NW England
620042	13668	806	Liverpool Port of Liverpool	Liverpool	L3 1BZ	NW England
620252	44871	2361	Liverpool Toxteth	Liverpool	L8 8DY	NW England
620200	37254	979	Liverpool West Derby	Liverpool	L12 3HT	NW England
620829	CL41	1500	Liverpool Williamson Square co- location	Liverpool	L1 1LY	NW England

620438	71670	502	Liversedge Bradford Road (Spen Valley)	Liversedge	WF15 6DD	NE England
620508	71931	2112	Livingston	Livingston	EH54 6NQ	Scotland
620568	72120	412	Llandrindod Wells Automobile Palace	Llandrindod Wells	LD1 5HU	Wales
620587	72190	706	Llandudno Chapel Street	Llandudno	LL30 2SY	Wales
620551	72076	1232	Llanelli Stepney Street	Llanelli	SA15 3TN	Wales
620024	10350	892	Llangefni Government Buildings	Llanefni	LL77 7YJ	Wales
620567	72115	811	Llantrisant	Pontyclun	CF72 9YE	Wales
620328	71264	1482	London Bridge Coburg House 63-67 Newington Causeway	Newington	SE1 6LS	L & HC
620752	99846	####	London Caxton House Tothill Street	Westminster	SW1H 9NA	Corporate Centre
620273	71021	672	Long Eaton JCP	Long Eaton	NG10 1JU	Central
620645	99517	520	Loughborough Southfield Road	Loughborough	LE11 2TX	Central
620288	71103	524	Loughton High Road	Loughton	IG10 1RH	L & HC
620274	71022	277	Louth JCP	Louth	LN11 9NB	Central
620058	16329	3870	Lowestoft Rishton House	Lowestoft	NR32 1RW	Central
620872	25913	219	Luton CHDA Victoria Street	Luton	LU1 2UA	L & HC
620236	42620	2655	Luton Cheviot House	Luton	LU1 2ER	L & HC
620872			Luton MAC, Ground & 1st Floor, 28-30 Victoria Street	Luton	LU1 2BS	L & HC
620722	99732	454	Lymington JCP	Lymington	SO41 9AQ	Southern
620495	71867	796	Macclesfield 30 King Edward Street	Macclesfield	SK10 1AE	NW England
620563	72104	340	Machynlleth Maen Gwyn Street	Machynlleth	SY20 8EB	Wales
620601	72230	566	Maesteg Commercial Street	Bridgend	CF34 9DF	Wales
620337	71294	634	Maidenhead JCP	Maidenhead	SL6 1SP	Southern
620622	99464	671	Maidstone Gateway Building	Maidstone	ME15 6JQ.	L & HC
620623	99465	232	Maidstone Gateway Building 1st floor	Maidstone	ME15 6JQ.	L & HC
620685	99584	133	Malvern Great Malvern Library Graham Road	Great Malvern	WR14 2HU	Central
620785	32693	2040	Manchester 123 Clarence Road Longsight	Manchester	M13 0ZL	NW England
620668	99550	1808	Manchester Albert Bridge House	Manchester	M60 9AT	NW England
620081	19589	3498	Manchester Anchorage 2	Salford	M5 2YJ	NW England
620767	99451	7195	Manchester Corporate HUB	Manchester	M2 3AA	Corporate Centre
620184	34202	4692	Manchester Graeme House	Manchester	M21 9BU	NW England
620025	10631	2275	Manchester Middleton Othen House	Manchester	M24 1BX	NW England
620485	71853	1409	Manchester Newton Heath	Manchester	M40 2EP	NW England
620474	71808	1201	Manchester Openshaw	Manchester	M11 2WR	NW England

620105	21938	2095	Manchester Rusholme	Manchester	M14 5BJ	NW England
620631	99501	3481	Manchester Town Hall	Manchester	M60 2LA	NW England
620487	71855	1495	Manchester West Didsbury	Manchester	M20 3JQ	NW England
620816		1267	Mansfield Co-Location	Mansfield	NG19 7BH	Central
620343	71325	1135	Margate	Margate	CT9 1LB	L & HC
620583	72185	304	Market Drayton JCP	Market Drayton	TF9 1JF	Central
620675	99570	82	Market Harborough The Symington Building	Market Harborough	LE16 7AG	Central
620276	71038	338	Matlock JCP	Matlock	DE4 3FD	Central
620691	99593	132	Melton Mowbray Council Offices Station Approach Burton Street	Melton Mowbray	LE13 1GH	Central
620119	23484	2770	Merthyr Tydfil Ty Bethesda Avenue de Clichy	Merthyr Tydfil	CF47 8AS	Wales
620015	7146	1393	Mexborough Crown Buildings	Mexborough	S64 0BD	NE England
620455	71728	830	Middlesbrough Beresford Building	Middlesbrough	TS3 9NB	NE England
620201	37432	2250	Middlesbrough Hadrian House	Middlesbrough	TS6 9EH	NE England
620619	92035	5205	Middlesbrough James Cook House	Middlesbrough	TS1 2BA	NE England
620674	99569	20	Mildenhall	Mildenhall	IP28 7EY	Central
620687	99586	142	Milford Haven Cedar Court	Milford Haven	SA73 3LS	Wales
620262	47985	2624	Milton Keynes Bowback House Silbury Boulevard	Milton Keynes	MK9 1NS	Southern
620699	99619	3849	Milton Keynes JCP	Milton Keynes	MK9 3BN	Southern
620409	71594	427	Minehead The Avenue	Minehead	TA24 5XZ	Southern
620264	48972	845	Mitcham	Mitcham	CR4 4YF	L & HC
620586	72189	588	Mold St Davids Lane	Mold	CH7 1LH	Wales
620521	71976	395	Montrose Castlestead House	Montrose	DD10 8AL	Scotland
620607	72249	1096	Morecambe	Morecambe	LA4 5HW	NW England
620439	71682	458	Morley Highpoint House	Morley	LS27 9EB	NE England
620612	72257	1218	Morpeth Fountain House	Morpeth	NE61 1LA	NE England
620112	23036	2719	Motherwell Flemington House	Motherwell	ML1 2HN	Scotland
620750	99843	4190	Motherwell Johnstone House	Motherwell	ML1 3FA	Scotland
620530	71995	797	Musselburgh North House	Musselburgh	EH21 7DU	Scotland
620632	99502	4321	Nantwich Library (OLD NO 10)	Nantwich	CW5 5LN	NW England
620572	72133	1469	Neath Windsor Road	Neath	SA11 1LY	Wales
620499	71875	608	Nelson	Nelson	BB9 9AW	NW England
620633	99503	0	Neston Youth & Community Centre Burton Road (OLD NO 8)	Nelson	CH64 9RE	NW England
620621	99459	358	Newark Council Offices	Newark	NG24 1BL	Central
620338	71296	516	Newbury JCP	Newbury	RG14 1JB	Southern
620658	99535	1968	Newcastle Arden House	Newcastle upon Tyne	NE3 3LZ	NE England
620738	99800	3549	Newcastle Cathedral Square	Newcastle Upon Tyne	NE1 1EE	NE England
620737	99799	442	Newcastle The Killingworth Centre	Newcastle upon Tyne	NE12 6YT	NE England

620000	1232	####	Newcastle Tyneview Park	Newcastle upon Tyne	NE98 1BA	Corporate Centre
620101	21227	2053	Newcastle under Lyme JCP	Stoke-on-Trent	ST5 1RS	Central
620158	30370	####	Newcastle upon Tyne Benton Park View	Newcastle upon Tyne	NE98 1YX	Corporate Centre
620449	71708	813	Newcastle Upon Tyne, Coquet House (Newcastle East).	Newcastle Upon Tyne	NE6 1PH	NE England
620341	71316	432	Newhaven JCP	Newhaven	BN9 9PA	Southern
620312	71164	272	Newmarket Wellington Street	Newmarket	CB8 0WJ	Central
620560	72089	1703	Newport Charles Street	Newport	NP20 1JR	Wales
620065	17989	3126	Newport IoW Broadlands	Newport	PO30 2HX	Southern
620063	17654	138	Newport Kingsway (MSEC)	Newport	NP20 1EX	Wales
620089	19965	3098	Newport Sovereign House	Newport	NP20 1WR	Wales
620410	71595	710	Newquay East Street	Newquay	TR7 1BH	Southern
620817	CL23	719	Newton Abbot co-location	Newton Abbott	TQ12 4XX	Southern
620721	99728	445	Newton Aycliffe The Avenue	Newton Aycliffe	DL5 4DH	NE England
620258	47001	890	Newtown Afon House	Newtown	SY16 2PZ	Wales
620715	99703	1251	North Kensington	Kensington	W10 5BL	L & HC
620458	71732	1168	North Shields Camden Street	North Shields	NE30 1ND	NE England
620301	71141	449	North Walsham JCP	North Walsham	NR28 9JX	Central
620165	31454	1349	Northallerton Elder House	Northallerton	DL6 1NU	NE England
620033	12018	1551	Northampton Gladstone Road East (MSEC)	Northampton	NN5 7QG	Central
620266	49755	2508	Northampton JCP	Northampton	NN1 3YY	Central
620473	71806	664	Northwich	Northwich	CW9 5JQ	NW England
620057	16313	3045	Norwich Baltic (Kingfisher)	Norwich	NR1 1QB	Central
620304	71149	3147	Norwich Kiln House JCP	Norwich	NR2 1BZ	Central
620647	99519	675	Nottingham Loxley House	Nottingham		Central
620653	99527	640	Nottingham Orchard Place	Nottingham	NG8 6PX	Central
620124	23602	6025	Nottingham Pearson Building 55-59 Upper Parliament Street	Nottingham	NG1 6AX	Central
620728	99759	2603	Nuneaton Discovery House	Nuneaton	CV10 7RH	Central
620235	42430	2371	Nuneaton JCP Mill house	Nuneaton	CV11 4DL	Central
620226	41301	742	Oban Mathieson House	Argyll	PA34 4AF	Scotland
620377	71470	666	Oldbury 1 Church Street	Oldbury	B69 3AD	Central
620617	72267	127	Oldbury 2 Birmingham Street	Oldbury	B69 4DS	Central
620084	19760	5245	Oldham Phoenix House	Oldham	OL1 1BN	NW England
620481	71843	1848	Oldham Tweedale House 75 Union Street	Oldham	OL1 1LH	NW England
620197	36766	274	Orkney Tankerness Lane Kirkwall	Orkney	KW15 1AJ	Scotland
620488	71856	446	Ormskirk	Ormskirk	L39 3QT	NW England
620594	72205	721	Oswestry JCP	Oswestry	SY11 1DZ	Central
620657	99534	103	Oxford CHDA	Oxford	OX1 1ST	Southern

620339	71301	1945	Oxford JCP	Oxford	OX1 2BX	Southern
620223	40088	2094	Paddington Tresco House	Camden	NW1 6UH	L & HC
620543	72021	1164	Paisley	Paisley	PA1 2AN	Scotland
620781	19850	3116	Paisley 2 Lonend	Paisley	PA1 1SS	Scotland
620334	71272	1210	Palmers Green 28 Aldermans Hill	Palmers Green	N13 4PN	L & HC
620325	71250	1669	Peckham	London	SE15 5DS	L & HC
620004	3337	1448	Peckham Collyer Court	London	SE15 5DL	L & HC
620739	99801	1804	Pembroke Dock Cleddau Bridge	Pembroke Dock	SA72 6UP	Wales
620553	72079	864	Pembroke Dock Gordon Street	Pembroke Dock	SA72 6EP	Wales
620569	72123	523	Penarth Charnwood House	Penarth	CF64 3DA	Wales
620545	72027	302	Penicuik	Penicuik	EH26 8HN	Scotland
620476	71828	261	Penrith 19-24 Friargate	Penrith	CA11 7QH	NW England
620403	71567	767	Penryn JCP	Penryn	TR10 8SB	Southern
620261	47760	1385	Penzance JCP	Penzance	TR18 2NP	Southern
620382	71479	1035	Perry Barr JCP (vacated)	Perry Barr	B20 3BW	Central
620914			Perry Barr JCP (new) 12 Aston Lane	Perry Barr	B20 3BU	Central
620537	72005	710	Perth	Perth	PH1 5TH	Scotland
620856		2186	Peterborough Bridge Street Co-Lo	Peterborough	PE1 1HF	Central
620086	19858	735	Peterborough Park Road (MSEC)	Peterborough	PE1 2TT	Central
620547	72029	613	Peterhead	Peterhead	AB42 1UX	Scotland
620150	28834	1848	Peterlee Hatfield House	Peterlee	SR8 1PB	NE England
620121	23560	219	Plymouth Argosy House (MSEC)	Plymouth	PL6 8LS	Southern
620091	20054	7940	Plymouth Clearbrook House Towerfield Drive Bickleigh Down Business Park	Plymouth	PL6 7TN	Southern
620395	71518	1309	Plymouth Devonport JCP	Plymouth	PL2 3BD	Southern
620720	99726	5529	Plymouth Old Tree Court	Plymouth	PL4 0AJ	Southern
620734	99786	1647	Pontefract Challand House	Pontefract	WF8 1DR	NE England
620143	27073	173	Pontllanfraith (MSEC)	Pontllanfraith	NP2 2LG	Wales
620558	72087	649	Pontypool Park Road	Pontypool	NP4 6XQ	Wales
620062	17652	181	Pontypridd Gelliwastad Road (MSEC)	Pontypridd	CF37 2BP	Wales
620175	32892	1998	Pontypridd Oldway House	Pontypridd	CF37 4SP	Wales
620416	71607	1635	Poole Old Town Market Dear Hay Lane	Poole	BH15 1NZ	Southern
620036	12938	2002	Poplar	London	E14 7EP	L & HC
620571	72131	817	Port Talbot Station Road	Port Talbot	SA13 1LX	Wales
620729	99760	652	Porth Hannah Street	Porth	CF39 9RB	Wales
620566	72114	281	Porthcawl Dock Street	Porthcawl	CF36 3BL	Wales
620215	39131	1370	Porthmadog Thedford House	Porthmadog	LL49 9LS	Wales
620613	72258	181	Portree	Isle of Skye	IV51 9EN	Scotland
620706	99683	2565	Portsmouth Old Canal House	Portsmouth	PO1 1NB	Southern

620498	71872	1813	Preston 144 Friargate	Preston	PR1 2ER	NW England
620010	5814	4015	Preston Duchy House (see also 14943)	Preston	PR1 1DD	NW England
620108	22800	5212	Preston Guild Centre	Preston	PR1 1RA	NW England
620743	99810	286	Preston Marshall House	Preston	PR1 2ER	NW England
620051	14943	3393	Preston Palatine House (see also 5814)	Preston	PR1 1HB	NW England
620069	18917	4474	Preston Unicentre (HMRC)	Preston	PR1 1DH	NW England
620482	71848	762	Prestwich - Rectory Lane	Manchester	M25 1BP	NW England
620230	41606	2059	Pudsey Century House (Leeds West)	Leeds	LS28 7RQ	NE England
620344	71328	765	Purley	Purley	CR8 2YU	L & HC
620562	72102	255	Pwllheli Lower Cardiff Road	Pwllheli	LL53 5NF	Wales
620249	44683	2137	Ramsgate Queens House	Ramsgate	CT11 9EW	L & HC
620475	71811	399	Rawtenstall	Rawtenstall	BB4 7NH	NW England
620290	71113	506	Rayleigh	Rayleigh	SS6 7HR	L & HC
620059	16637	257	Reading Eaton House Eaton Place 104-112 Oxford Road (MSEC)	Reading	RG1 7LL	Southern
620906		329	Reading Medical Assessment Centre	Reading	RG1 2EG	Southern
620713	99697	1794	Redbridge	London	IG3 8EJ	L & HC
620462	71737	990	Redcar Portland House	Redcar	TS10 1DH	NE England
620820			Redditch Co-location	Redditch	B98 8AR	Central
620349	71350	1248	Redhill JCP	Redhill	RH1 1BQ	Southern
620092	20059	1194	Redruth Piran House Nettells Hill	Redruth	TR15 1AL	Southern
620616	72264	598	Renfrew	Renfrew	PA4 8QL	Scotland
620279	71057	480	Retford JCP	Retford	DN22 6JR	Central
620549	72066	878	Rhyl	Rhyl	LL18 1UU	Wales
620625	99493	233	Ribble Valley Borough Council, Council Offices	Clitheroe	BB7 2RA	NW England
620590	72197	326	Richmond Victoria Road	Richmond	DL10 4AS	NE England
620406	71588	355	Ringwood JCP	Ringwood	BH24 1HY	Southern
620005	3518	3183	Romford	London	RM1 3HH	L & HC
620656	99531	400	Romford Blackburn House	Romford	RM1 3PJ	L & HC
620680	99576	34	Ross On Wye Library Cantilupe Road	Ross-on-Wye	HR9 7AN	Central
620433	71659	1916	Rotherham Chantry House	Rotherham	S60 2DL	NE England
620744	99824	2837	Rotherham Discovery (Dearne Valley)	Rotherham	S63 7EF	NE England
620434	71662	558	Rotherham Grange Lane	Rotherham	S66 7DA	NE England
620041	13572	411	Rothsay Crown Building 9 King Street Isle of Bute	Rothsay	PA20 0DF	Scotland
620096	20759	1953	Roydale House, Leigh	Leigh	WN7 1UT	NW England
620233	42348	1078	Rugby Kingsforth House	Rugby	CV21 2TD	Central
620731	99778	2054	Runcorn Halton Lea	Runcorn	WA7 2FQ	NW England

620281			Rushden JCP	Rushden		Central
620725	99746	289	Ryde JCP (148 High St) (Treated as single site with 71403)	Ryde	PO33 2RE	Southern
620362	71403	534	Ryde JCP (150 High St) (Treated as single site with 99746)	Ryde	PO33 2RE	Southern
620678	99574	1190	Salford Oportunties Centre Pendleton	Salford	M6 5PL	NW England
620186	34218	1592	Salisbury JCP	Salisbury	SP2 7RW	Southern
620448	71705	378	Saltburn by the Sea	Saltburn	TS13 4RF	NE England
620510	71937	1147	Saltcoats Dockhead Street	Saltcoats	KA21 5EZ	Scotland
620698	99617	983	Scarborough Albion House	Scarborough	YO11 2AN	NE England
620875		130	Scarborough Northway (MSEC New)	Scarborough	YO11	NE England
620047	14375	2206	Scunthorpe Crown Buildings	Scunthorpe	DN15 6JT	NE England
620712	99695	619	Seaham Church View House	Seaham	SR7 7JE	NE England
620748	99839	2835	Seaham Lighthouse View Dawdon Business Park (PC)	Seaham	SR7 7JE	NE England
620423	71633	405	Selby Flaxley Chambers	Selby	YO8 3BH	NE England
620575	72138	1478	Selly Oak JCP	Birmingham	B29 6SP	Central
620700	99621	344	Sentinel House (see also 71837)	Manchester	M30 0NA	NW England
620595	72208	693	Sheerness	Sheerness	ME12 1PD	L & HC
620429	71653	2693	Sheffield Bailey Court	Sheffield	S1 3SY	NE England
620432	71658	1441	Sheffield Cavalry and Lancer Court	Sheffield	S6 2GG	NE England
620671	99558	50	Sheffield Chapeltown JCP (old 72199)	Sheffield	S35 2XE	NE England
620428	71650	378	Sheffield Church Lane	Sheffield	S25 2LZ	NE England
620745	99828	3751	Sheffield Ground Floor Cavendish Court 9 Bank Street	Sheffield	S1 2DR	NE England
620757	99938	6969	Sheffield Hartshead Square (MSEC)	Sheffield	S1 2FD	Corporate Centre
620270	71004	5266	Sheffield Kings Court 80 Hanover Way	Sheffield	S3 7UF	Corporate Centre
620427	71648	586	Sheffield Prospect House	Sheffield	S13 7QX	NE England
620326	71252	1120	Shepherds Bush	Shepherds Bush	W12 7JP	L & HC
620227	41467	1295	Shetland Charlotte House	Lerwick	ZE1 0LQ	Scotland
620730	99775	557	Shirebrook	Shirebrook	NG20 8AF	Central
620550	72070	633	Shotton (Connahs Quay)	Connahs Quay	CH5 4HA	Wales
620366	71422	1348	Shrewsbury JCP	Shrewsbury	SY1 1YA	Central
620029	11431	384	Shrewsbury Whitehall (MSEC)	Shrewsbury	SY2 5AP	Central
620052	14958	1564	Sittingbourne Roman House	Sittingbourne	ME10 4BP	L & HC
620232	41954	1066	Skegness Wainfleet	Skegness	PE25 3PA	Central
620244	44123	2564	Skelmersdale	Skelmersdale	WN8 6NT	NW England
620763	99443	320	Skipton Westgate	Skipton	BD23 2NS	NE England
620672	99559	224	Sleaford North Kesteven District Council NG34 7EF	Sleaford	NG34 7DT	Central

620161	30823	2569	Slough JCP	Slough	SL1 2AQ	Southern
620390	71493	1210	Smethwick Trinity House	Smethwick	B66 3AD	Central
620367	71424	1694	Solihull JCP	Birmingham	B91 3DR	Central
620460	71735	1515	South Shields Chapter Row	South Shields	NE33 1BZ	NE England
620640	99512	94	Southampton Royal South Hants Hospital (MSEC)	Southampton	SO14 0YG	Southern
620238	43007	4171	Southampton St Cross House	Southampton	SO14 2HP	Southern
620176	32953	273	Southend Crown Buildings (MSEC)	Westcliff-On-Sea	SS0 0RE	L & HC
620306	71153	1232	Southend Kingswood House	Southend-On-Sea	SS2 6BG	L & HC
620305	71152	2047	Southend-On-Sea Tylers House Dencora Court Tylers Avenue	Southend	SS1 2AP	L & HC
620202	37527	2910	Southport Eastbank House	Southport	PR8 1HE	NW England
620825		226	Spalding Co-Location	Spalding	PE11 2XE	Central
620451	71720	471	Spennymoor Barnfield Road	Spennymoor	DL16 6ND	NE England
620006	3765	3097	St Albans	St Albans	AL1 3JU	L & HC
620509	71936	104	St Andrews	St Andrews	KY16 9EE	Scotland
620032	11948	1592	St Annes	Lytham St. Annes	FY8 1YS	NW England
620639	99510	620	St Austell (old HMRC4)	St Austell	PL25 5BG	Southern
620404	71576	991	St Austell Treleven House 17 South Street	St Austell	PL25 5TY	Southern
620022	10212	2797	St Helens Gregson House	St Helens	WA10 1UF	NW England
620133	25922	235	St Helens Manor House	St Helens	WA10 2SX	NW England
620315	71182	2950	St Marylebone 46 Lisson Grove	Marylebone	NW1 6TZ	L & HC
620648	99520	797	Stafford Peel Walton Building (Block C)	Stafford	ST16 2LP	Central
620705	99681	1282	Staines JCP	Staines	TW18 4HB	Southern
620604	72235	541	Stamford 13 St Johns Street	Stamford	PE9 2DB	Central
620459	71734	754	Stanley Front Street	Stanley	DH9 0LT	NE England
620282	71074	390	Staveley JCP	Staveley	S43 3NU	Central
620299	71134	1716	Stevenage	Stevenage	SG1 1EZ	L & HC
620195	36667	2835	Stirling South Lodge	Stirling	FK8 2HF	Scotland
620655		210	Stockport Clinic - Deanery Way	Stockport	SK1 1NA	NW England
620048	14664	3896	Stockport Heron House	Stockport	SK1 3BE	NW England
620751	99844	4265	Stockport Millennium House	Stockport	SK1 3UH	NW England
620654	99528	378	Stockton on Tees Christine House CHDA	Stockton-On-Tees	TS17 6DA	NE England
620446	71702	3724	Stockton on Tees Daryl House	Stockton-On-Tees	TS18 3BW	NE England
620097	20973	3142	Stockton Tees Buildings	Stockton-On-Tees	TS18 3BU	NE England
620324	71246	1459	Stockwell	London	SW9 0QQ	L & HC
620190	35831	3508	Stoke Hanley (Stafford St)	Hanley	ST1 1RF	Central
620718	99719	2001	Stoke on Trent Hanley JCP	Stoke-on-Trent	ST1 2BX	Central
620365	71414	609	Stoke on Trent Kidsgrove JCP	Stoke-on-Trent	ST7 1AH	Central
620167	31550	1639	Stoke on Trent Longton JCP	Longton	ST3 2PF	Central

620107	22786	741	Stoke on Trent Parkside (MSEC)	Stoke-on-Trent	ST1 5SJ	Central
620044	14003	676	Stornoway Castle Street	Stornoway	HS1 2BA	Scotland
620584	72186	1157	Stourbridge Scotland House	Stourbridge	DY8 1ES	Central
620309	71160	280	Stowmarket JCP	Stowmarket	IP14 1AH	Central
620531	71997	595	Stranraer	Stranraer	DG9 7EL	Scotland
620330	71267	1362	Stratford	Stratford	E15 4PN	L & HC
620011	6053	5919	Stratford Jubilee House	Stratford	E15 1AN	L & HC
620027	11133	630	Stratford upon Avon New Crown Buildings Alcester Road	Stratford-Upon Avon	CV37 9DA	Central
620179	33713	3215	Streatham	Streatham	SW16 6HW	L & HC
620467	71779	1529	Stretford Arndale House	Stretford	M32 9ED	NW England
620760	99958	426	Stroud JCP	Stroud	GL5 2JT	Southern
620310	71161	302	Sudbury JCP	Sudbury	CO10 2EG	Central
620913			Summerhill 50 Summerhill Road	Birmingham	B1 3RB	Central
620453	71725	1662	Sunderland John Street	Sunderland	SR1 1QT	NE England
620447	71704	829	Sunderland Stoney Lane	Sunderland	SR5 2JB	NE England
620164	31450	428	Sunderland The Bridges (MSEC)	Sunderland	SR1 3LE	NE England
620756	99933	5969	Sunderland Wearview House	Sunderland	SR1 3EY	NE England
620770	99444	2069	Sutton Carew House	Sutton	SM6 0DX	L & HC
620835	CL7	350	Sutton in Ashfield co-location	Sutton-in-Ashfield	NG17 8DA	Central
620602	72233	511	Swadlincote JCP	Swadlincote	DE11 9DY	Central
620144	27118	735	Swansea Grove House (MSEC)	Swansea	SA1 5DF	Wales
620573	72134	1822	Swansea High Street	Swansea	SA1 1LS	Wales
620600	72229	528	Swansea Lime Street	Swansea	SA4 4EH	Wales
620088	19952	1354	Swansea Oldway House	Swansea	SA6 8BT	Wales
620755	99858	3737	Swansea Waterside	Swansea	SA6 8AH	Wales
620102	21276	4121	Swindon JCP	Swindon	SN1 2HY	Southern
620876		920	Tameside Ashton Under Lyne	Ashton-Under-Lyne	OL6 6DL	NW England
620373	71454	994	Tamworth JCP	Tamworth	B79 7JJ	Central
620203	37714	3843	Taunton Brendon House	Taunton	TA1 3NY	Southern
620384	71485	1633	Telford JCP	Telford	TF3 4PD	Central
620110	22885	2834	Telford New Town House	Telford	TF3 4HB	Central
620684	99581	102	Tewkesbury JCP	Tewkesbury	GL20 5TT	Southern
620827			Thetford co-location	Thetford	IP24 1BT	Central
620457	71731	469	Thornaby on Tees Ingram House	Thornaby-On-Tees	TS17 9HA	NE England
620347	71337	959	Thornton Heath	London	CR7 8YY	L & HC
620385	71487	702	Tipton JCP	Tipton	DY4 8ES	Central
620624	99492	837	Tiverton JCP	Tiverton	EX16 6PP	Southern
620435	71665	314	Todmorden	Todmorden	OL14 5HT	NW England
620342	71318	980	Tonbridge Crown Buildings	Tonbridge	TN9 1DU	L & HC

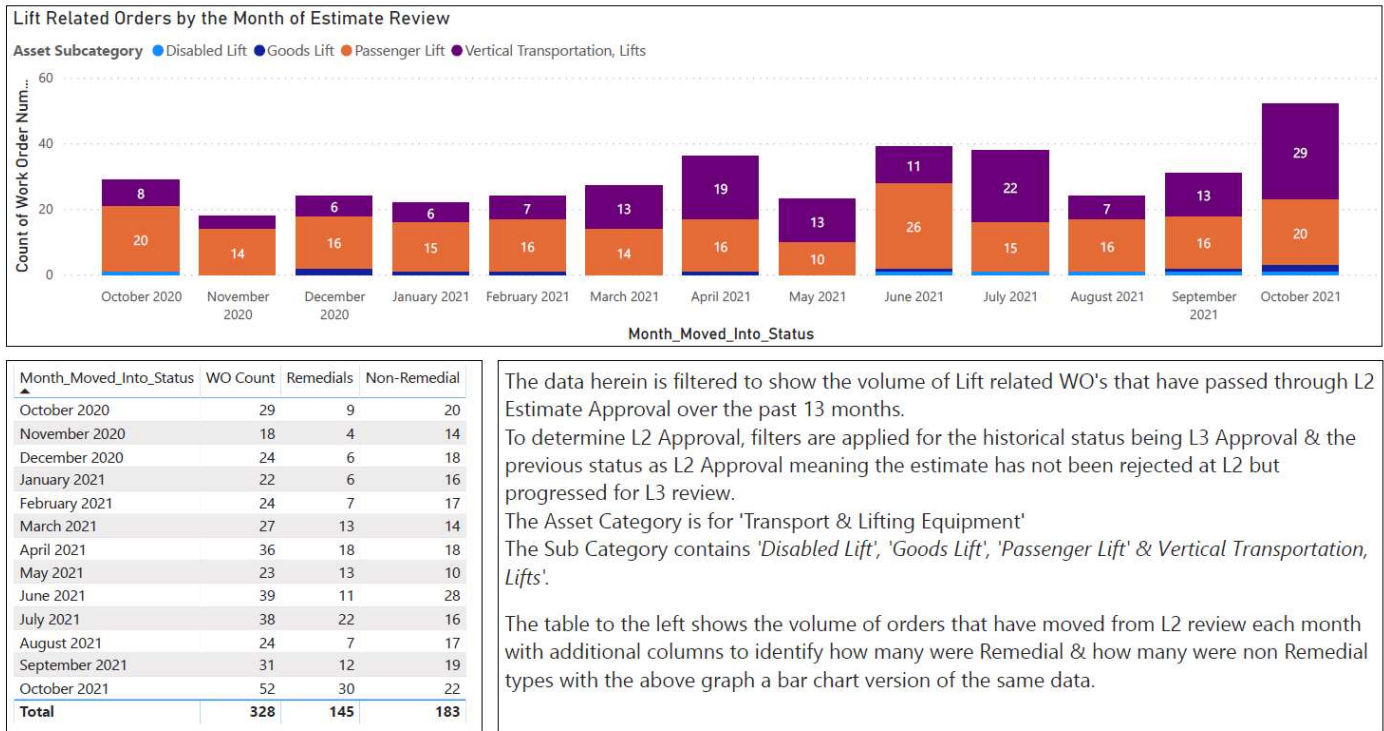
620145	27763	1361	Tonypandy Thistle House	Tonypandy	CF40 2EP	Wales
620323	71242	1034	Tooting NiNo Hub	Tooting	SW17 7TN	L & HC
620214	38767	2068	Torquay Cotswold House	Torquay	TQ2 5UX	Southern
620411	71597	1695	Torquay Regal House	Torquay	TQ1 3JQ	Southern
620812	CL11	143	Totnes co-location	Totnes	TQ9 5NE	Southern
620037	13361	1857	Tottenham	Tottenham	N17 0AA	L & HC
620141	27059	160	Tredegar Masonic Halls (MSEC)	Tredegar	NP22 3NA	Wales
620576	72139	409	Treorchy Oldway House (see also 72191)	Treorchy	CF42 6TE	Wales
620588	72191	108	Treorchy Schoolroom Bute Street (see also 72139)	Treorchy	CF42 6TE	Wales
620399	71552	634	Trowbridge JCP	Trowbridge	BA14 8XR	Southern
620239	43363	1917	Truro JCP	Truro	TR1 2PU	Southern
620327	71258	1227	Twickenham JCP	Twickenham	TW1 3SZ	L & HC
620331	71269	925	Uxbridge	Uxbridge	UB8 1LH	L & HC
620442	71688	1521	Wakefield Crowther House	Wakefield	WF1 1PL	NE England
620109	22876	2118	Wallsend Hadrian House	Wallsend	NE28 6HW	NE England
620192	35856	2294	Walsall (Govt Bldgs)	Walsall	WS1 1RP	Central
620368	71428	1073	Walsall Bayard House JCP	Walsall	WS1 1SP	Central
620364	71407	541	Walsall Brownhills JCP	Walsall	WS8 6EP	Central
620381	71478	1151	Walsall, Bridle Court JCP	Walsall	WS1 1XR	Central
620300	71135	1196	Waltham Cross	Waltham Cross	EN8 7BA	L & HC
620038	13365	1892	Walthamstow Dansom House	Walthamstow	E17 3SH	L & HC
620329	71266	1677	Walthamstow Westbury	Walthamstow	E17 6RH	L & HC
620881			Wandsworth Assessment Centre (CHDA)	Wandsworth	SW18 4AW	L & HC
620765	1576		Wandsworth, Hardwick square	Wandsworth	SW18 4AW	L & HC
620170	31866	4548	Warrington Hilden House	Warrington	WA1 1LA	NW England
620492	71863	1689	Warrington Nolan House	Warrington	WA1 2BL	NW England
620652	99525	139	Warrington The Terraces	Warrington	WA2 7AR	NW England
620183	34001	####	Washington Durham House	Washington	NE38 7SF	Corporate Centre
620452	71721	1440	Washington Pennine House	Washington	NE37 1LY	NE England
620369	71429	1386	Washwood Heath JCP	Birmingham	B8 2XX	Central
620009	5772	5823	Watford Exchange House	Watford	WD18 0JJ	L & HC
620035	12267	3002	Wellingborough Lothersdale House	Wellingborough	NN8 4NE	Central
620401	71557	404	Wells	Wells	BA5 2PJ	Southern
620023	10343	585	Welshpool New Dolanog House Severn Road	Welshpool	SY21 7AP	Wales
620318	71204	1357	Wembley	Wembley	HA9 7JD	L & HC
620387	71489	2452	West Bromwich JCP	West Bromwich	B70 8LG	Central

620635	99505	152	Westbourne Green Community Health Care Centre, 50 Heaton Road, Manningham	Bradford	BD8 8RA	NE England
620400	71554	2016	Weston Super Mare JCP	Weston-super-Mare	BS23 1JF	Southern
620736	99791	752	Weybridge JCP	Weybridge	KT13 8RN	Southern
620199	37045	3407	Weymouth Westwey House Westwey Road	Weymouth	DT4 8TG	Southern
620424	71636	391	Whitby Sarana House	Whitby	YO21 1QZ	NE England
620386	71488	301	Whitchurch JCP	Whitchurch	SY13 1AA	Central
620618	72319	1171	Whitehaven JCP	Whitehaven	CA28 7SJ	NW England
620828	CL39	520	Wick co-location	Wick	KW1 4AB	Scotland
620111	22996	1692	Widnes	Widnes	WA8 7EA	NW England
620469	71788	415	Wigan Ashton in Makerfield	Wigan	WN4 9AB	NW England
620185	34215	4257	Wigan Brocol House 71-73 King Street	Wigan	WN1 1EA	NW England
620018	9071	5766	Wigan Griffin House (Ashton in Makerfield)	Wigan	WN4 8BS	NW England
620374	71455	789	Willenhall JCP	Willenhall	WV13 1DH	Central
620746	99831	211	Wimbledon The Broadway (MEC)	Wimbledon	SW19 1NL	L & HC
620072	19318	2075	Winchester JCP	Winchester	SO23 8GA	Southern
620840			Winsford Co-Location	Winsford	CW7 1AH	NW England
620605	72239	894	Wisbech JCP	Wisbech	PE13 1AN	Central
620293	71120	274	Witham	Witham	CM8 2BL	L & HC
620813		2100	Withenshaw Co Location Forum Trust Complex	Manchester	M22 5RX	NW England
620361	71400	458	Witney JCP	Witney	OX28 4JA	Southern
620823		364	Woking Borough Council	Woking	GU21 6YL	Southern
620234	42383	3026	Wolverhampton Molineux House (see also 23048)	Wolverhampton	WV2 4AU	Central
620114	23048	2492	Wolverhampton Molineux House Extension (see also 42383)	Wolverhampton	WV2 4AU	Central
620702	99673	826	Wolverhampton Pearl Assurance House (MSEC)	Wolverhampton	WV1 4DJ	Central
620370	71432	1514	Wolverhampton, Chapel Court JCP	Wolverhampton	WV1 3AF	Central
620268	49916	1511	Wood Green	Wood Green	N22 6UH	L & HC
620311	71162	396	Woodbridge JCP	Woodbridge	IP12 1AJ	Central
620708	99686	2112	Woolwich	Woolwich	SE18 6PY	L & HC
620208	38235	2624	Worcester Vine House	Worcester	WR1 3EL	Central
620208	38235	1	Worcester Vine House Assessment Centre	Worcester	WR1 3EL	Central
620208	38235	1	Worcester Vine House JCP	Worcester	WR1 3EL	Central
620477	71830	719	Workington Central Square	Workington	CA14 3BL	NW England
620160	30609	1293	Workington Simon House	Workington	CA14 2BW	NW England
620670	99554	600	Worksop Queens Buildings	Worksop	S80 2AH	Central

620478	71835	850	Worsley Court	Manchester	M28 3AD	NW England
620216	39176	3020	Worthing Crown House	Worthing	BN11 1NG	Southern
620253	44985	4913	Wrexham Ty Maelor	Wrexham	LL1 1BW	Wales
620375	71457	1067	Yardley JCP	Birmingham	B26 1AW	Central
620240	43387	1525	Yeovil JCP	Yeovil	BA20 1UU	Southern
620194	36547	2548	York Monkgate	York	YO31 7JZ	NE England
620589	72194	218	Ystradgynlais Wind Road	Swansea	SA9 1AB	Wales
620486	71854	998		Manchester	M8 9DQ	NW England

Annex 2: Remedial Works

Level 2 Remedial Review Volumes



Typical Remedial Projects and Review Outcomes

Works Description	Orig. Quote	Rev. Quote	Notes
The lift guide rail is bent at the top of the shaft. This needs to be re-aligned, straightened and pinned etc	£5,000.00		This was rejected and re-issued to the LCW contractor who should have carried out these works previously
Shorten OSG rope	£1,200.00	£1,000.00	Requested re-quote due to excessive hours
Setting up landing door locks	£1,200.00		Quote rejected as adjustment should be covered under PPM
3 push buttons to replace	£1,200.00		Labour Hours too high
Replace 2 lock pick up rollers	£1,400.00	£900.00	5 hours P/M is far too high. 2 hours single man max
Alarm Sounder	£1,500.00	£400.00	Alarm sounder cost too high
Shaft lighting	£2,500.00	£1,300.00	Cost too high compared to previous SOR
Shaft lighting	£2,400.00	£1,300.00	Cost too high compared to previous SOR
Safe edges, CTC, Autodialer, Battery and Pit light	£6,800.00	£6,200.00	Cost too high compared to previous SOR
Hydraulic survey and cleandown	£4,600.00		Labour hours too high for a 3 floor lift

Various LOLER works	£7,000.00	£5,100.00	Labour too high
Shaft Lighting and Autodialer	£4,100.00	£4,300.00	Price too high. Re-Quote on SOR
Shaft lighting completion	£1,900.00		Quote rejected as it was to complete shaft lighting previously instructed and price is more than a full installation on SOR
Shaft Lighting	£2,400.00		Price too high. Re-Quote on SOR
Ropes	£4,800.00		Quoted for ropes from TKE service visit. Consulted last LOLER who states that the ropes are still servicable. Quote rejected
Car gate contact	£1,300.00		5 hours PM to change a car gate contact too high
Autodialer	£3,100.00		Rejected as work completed previously

Schedule 3 (Charges)

1. Definitions

1.1 In this Schedule the following definitions shall apply save where the context requires otherwise

“Approval”	Approved in accordance with paragraph 9 (Approval) and (excluding routine approval) Approve, Approves, Approved and Approving shall be construed accordingly;
“Operational Phase”	the period from the Services Commencement Date until the End Date;
“Transformation Cost”	<p>the actual demonstrated cost to the Supplier of the following:</p> <ul style="list-style-type: none">(a) salaries;(b) contractual benefits including payments in lieu of notice;(c) employer NI contributions;(d) employer pension contributions;(e) statutory redundancy payments calculated under Part IX of the Employment Rights Act 1996;(f) re-training and/or redeploying people to provide the Services for the purpose of avoiding redundancy;(g) any enhanced contractual redundancy payment and other contractual benefits which may be due on redundancy (including pension top up entitlements); and(h) compensation payments made to people by way of compromise of their employment rights; in respect of the people that transferred to the Supplier under the Employment Regulations during the Operational Phase provided always and to the extent that such Transformation Costs: <p>(i) are not costs which are already charged to the Buyer as payment for the provision of the Services;</p>

	<p>(ii) are incurred in the Transformation Phase;</p> <p>(iii) do not include any costs which are incurred as a consequence of any claim by any employee including but not limited to any claim for unfair dismissal, wrongful dismissal, discrimination, breach of its employment contract (including but not limited to for unpaid notice), failure to provide a contractual employment benefit (including health insurance) or any claim arising in relation to any employee's contractual and employment rights whether such costs arise as a result of damages, legal costs or otherwise;</p> <p>(iv) claimed under limbs (e), (f), (g) and (h) have been Approved under Paragraph 8.3 (Transformation Costs) below, and</p> <p>(v) do not arise as a result of the Supplier amending any employee's contractual entitlements so that they are more favourable than those in place as a result of their transfer under the Employment Regulations; and</p>
“Transformation Phase”	the period of two (2) months commencing on the Services Commencement Date;

2. How Charges are calculated

2.1 The Charges:

- 2.1.1 shall be calculated in accordance with the terms of this Schedule; and
- 2.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form.

3. The pricing mechanisms

- 3.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in the Contract.

4. Are costs and expenses included in the Charges

4.1 Except as expressly stated in the Award Form the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

4.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

4.1.2 costs incurred prior to the commencement of the Contract.

5. Not used.

6. Events that allow the Supplier to change the Charges

6.1 The Charges can be varied (and, if required, Annex 1 will be updated accordingly) due to:

6.1.1 a Specific Change in Law in accordance with Clause 24;

6.1.2 a review in accordance with insurance requirements in Clause 13;

6.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges; and

6.1.4 indexation, where Annex 1 indicates that a particular Charge or any component is subject to Indexation.

7. When the Charges are subject to Indexation

7.1 Where the Charges are stated to be "subject to Indexation" they shall be adjusted in line with the percentages listed in the pricing proposal set out in Annex 1 for the relevant Contract Year. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to the exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.

7.2 Charges shall not be indexed during the first year following the Services Commencement Date.

7.3 Where Annex 1 states a Charge is subject to Indexation then it will be indexed on the date which is one year after the Services Commencement Date in line with the percentage listed in the pricing proposal set out in Annex 1 for Year 1. The Charges shall be indexed on each following yearly anniversary to reflect the percentage listed in the pricing proposal set out in Annex 1 for the relevant Contract Year.

8. Transformation Costs

8.1 Subject to the following parts of this Paragraph 8 (Transformation Costs), the Supplier shall be entitled to recover any Transformation Costs incurred during the Transformation Phase provided always that:

- 8.1.1 the Supplier shall not be entitled to recover any Transformation Costs which fall under limbs (e), (f), (g) and (h) of the definition of Transformation Costs unless the same have been Approved in accordance with paragraph 9 (Approval) before they have been incurred; and
 - 8.1.2 the Supplier is not entitled to Supplier profit in respect of Transformation Costs.
- 8.2 Where Approval is sought for Transformation Costs under Paragraph 8.1 (Transformation Costs), the Supplier shall provide with its Proposal under Paragraph 9 (Approval) sufficient information for the Buyer to understand:
 - 8.2.1 why the Supplier considers that the course of action which will give rise to the Transformation Costs is required and justified;
 - 8.2.2 what alternative courses of action the Supplier has considered and their likely cost;
 - 8.2.3 the mitigation action taken by the Supplier to avoid or reduce the Transformation Costs including requiring the employee to work their notice, re-deploying them and or transfer to a different role;
 - 8.2.4 the risks that the Supplier has taken into account prior to seeking Approval; and
 - 8.2.5 the Supplier's calculation of the Transformation Costs for which Approval is sought.
- 8.3 Subject to the receipt of adequate information from the Supplier as set out in Paragraph 8.2 (Transformation Costs) above, the Buyer shall provide a response under Paragraph 9.5 of Paragraph 9 (Approval) within ten (10) Working Days of receipt of the Proposal. Where the Buyer rejects a Proposal without comment and the Supplier considers that it will, as a consequence, incur additional costs after the Transformation Phase for which it will be inadequately remunerated, the Supplier may request a Variation under clause 24 (Changing the contract) of this Contract.
- 8.4 Following submission of an application for payment which includes Transformation Costs, the parties shall meet and jointly carry out a review to assess the extent to which the Supplier has incurred such Transformation Costs on or after the Services Commencement Date as a result of the commencement of any of the Services.
- 8.5 Where the Supplier can demonstrate to the Buyer's reasonable satisfaction that it has incurred a Transformation Cost, subject to the Supplier having taken all reasonable steps to reduce the relevant costs so far as legally permissible, the amount of such Transformation Cost shall be payable by the Buyer within two months of the Buyer giving its Approval.
- 8.6 Where the Buyer is reasonably satisfied that:

- 8.6.1 as regards any of the types of cost referred to in limbs (a) to (d) of the definition of Transformation Costs, the actual cost to the Supplier of a particular role and job description is higher than the cost for an equivalent role within the Supplier organisation;
- 8.6.2 the relevant difference in cost is attributable to the application of the Employment Regulations and the need for the Supplier to employ in respect of the role and job description in question a person who transferred to the Supplier under the Employment Regulations during the Operational Phase;
- 8.6.3 the role is required in order for the Supplier to deliver the Services; and
- 8.6.4 the Supplier has taken all reasonable steps to minimise the relevant cost differential so far as legally permissible,

then:

- 8.6.5 as regards the amount of any such cost differential which is incurred during the Transformation Phase, such amount shall (for the avoidance of doubt) be treated as a Transformation Cost; and
- 8.6.6 as regards the amount of any such cost differential which is incurred at any time after the Transformation Phase, such amount shall not be treated as a Transformation Cost but shall nonetheless be recoverable from the Buyer subject to and in accordance with the following terms:
 - (i) for each role and job description in question, the Supplier shall identify to the Buyer prior to the end of the Transformation Phase the amount of the cost differential in question (the "TUPE Premium") from the end of the Transformation Phase and for the remainder of the Operational Phase;
 - (ii) to the extent that such proposal is approved by the Buyer, such approval not to be unreasonably withheld or delayed having regard to the matters set out in Paragraphs 8.6.1 to 8.6.3 (Transformation Costs) of this Schedule, the relevant TUPE Premium shall be payable by the Buyer pro rata throughout the Operational Phase (monthly in arrears); and
 - (iii) to the extent that for each role and job description in question the relevant cost differential continues necessarily to be incurred by the Supplier for the remainder of the Operational Phase, the amount of such cost differential shall accordingly be recoverable from the Buyer pro rata throughout the Operational Phase (monthly in arrears).

- 8.7 For the avoidance of doubt, where at any time after the end of the Transformation Phase the Supplier incurs any cost in connection with the employment (including termination of employment, whether by reason of

redundancy or otherwise) of any person for a particular role or job description that would reasonably be expected to have already been priced for within the Charges, such cost shall not be recoverable from the Buyer, whether as a Transformation Cost or otherwise, except and to the extent otherwise specifically agreed by the Buyer via the Variation request procedure in clause 24 of the Contract.

- 8.8 Any dispute arising in connection with the review processes described in Paragraphs 8.1 to 8.7 (Transformation Costs) of this Schedule shall be resolved in accordance with the terms of the Dispute Resolution Procedure.

9. Approval

- 9.1 The process to be adopted by the Supplier in obtaining the Approval in paragraph 8 shall be as set out below.
- 9.2 The Supplier shall submit a proposal ("Proposal") which shall:
- 9.2.1 be in writing;
 - 9.2.2 be addressed to the Buyer Authorised Representative at the Buyer's address for service of notices set out in the Award Form;
 - 9.2.3 explain the Supplier's intended approach to the matter for which Approval is sought and its development;
 - 9.2.4 explain any benefits, options and risks that ought reasonably to be considered by the Buyer in considering whether to give Approval;
 - 9.2.5 enclose copies of:
 - (i) such supporting documents as may reasonably be required to explain, demonstrate or evidence the basis of the Supplier's belief that Approval should be given; and
 - (ii) any documents as may reasonably be considered to be relevant to the decision sought from the Buyer whether or not the same support the Supplier's belief as stated.
- 9.3 The Supplier shall submit a Proposal within sufficient time to enable the Buyer to undertake proper consideration of the matter in order to enable it to determine whether it is in the Buyer's interest that Approval should be given.
- 9.4 The Buyer shall in writing and as soon as reasonably possible but subject to Paragraph 9.5:
- 9.4.1 accept the Proposal without comments in which case Approval is deemed to have been given for all purposes of this Contract and the Supplier may proceed to implement the Proposal;

- 9.4.2 accept the Proposal with comments in which case conditional Approval is deemed to have been given and the Supplier may proceed to implement the Proposal provided that it satisfies the terms of the conditions on which Approval was given;
 - 9.4.3 reject the Proposal with comments in which case Approval is not deemed to have been given but the Supplier may resubmit the Proposal for Approval upon addressing fully the Buyer's comments; or
 - 9.4.4 reject the Proposal without comments in which case the Supplier shall withdraw the Proposal.
- 9.5 The Supplier shall submit any further or other information, data and documents that the Buyer reasonably requires in order to determine whether it has a basis for:
- 9.5.1 Approving the Proposal; or
 - 9.5.2 rejecting the Proposal,
- pursuant to Paragraph 9.4. If the Supplier does not submit any such information, data and documents, the Buyer shall be entitled to reject the Proposal on the grounds of the information provided or reject the Proposal on the grounds that insufficient information, data and/or documents have been provided to the Buyer to determine whether or not to Approve the Proposal.
- 9.6 The Supplier may not re-submit a rejected Proposal unless the Supplier has made changes to the Proposal which materially change the substance or content of the Proposal and fully and adequately address any comments made by the Buyer in respect of it.
- 9.7 Where the Buyer rejects a re-submitted Proposal (including a Proposal to which Paragraph 9.5 applies) it shall not be obliged to review the same Proposal (even if revised) on any further occasion.
- 9.8 Subject to Paragraphs 9.5 and 9.7, the Supplier may resubmit a Proposal within ten (10) Working Days of its rejection or such other time as the Parties shall agree, acting reasonably.
- 9.9 Either Party may by notice in writing convene a meeting to discuss a Proposal which has been rejected more than once. Such meeting shall take place within ten (10) Working Days of the notice. The Parties shall seek to resolve the issue at the meeting failing which either Party may refer the issue to the Dispute Resolution Procedure.

Annex 1: Rates and Prices

Instructions	
COMPLETE YELLOW BOXES	On each sheet boxes that need to be completed by the Tenderer are shown in Yellow
Tab	Instruction
Title Sheet	Complete "Potential Provider Name"
Core Fee: Core Service Fee	Complete Rate in Column D (Yellow Boxes) in "Table 1. Core Service Fee". Rate should be for each month net of Overhead and Profit - this should be a fixed fee per month and will be paid monthly in arrears once services have been completed. This value will be included in the Summary of Charges
Ad Hoc Rates Fee	Complete Rate in Column B (Yellow Boxes) in "Table 1. Schedule of Rates - Tasks". Rate should be for each task net of Overhead and Profit - this should be a fixed fee per task and will be paid monthly in arrears once services have been completed, if the services are requested by the buyer. We have estimated the volume of tasks per year, value will be included in the Summary of Charges
Mobilisation	Complete all labour (including full labour cost) and other costs such as Consumables, Plant, Equipment, ICT and Others on the table. All costs should be net of Overhead and Profit. This value will be included in the Summary of Charges
Pricing Variables: Overhead	Please include your Corporate Overhead necessary to support this contract not priced for elsewhere. Show as a percentage of Total Charges excluding Overhead & Profit. This will be automatically added to your charges in the Summary of Charges
Pricing Variables: Profit	Please include your Profit as a percentage of Total Charges excluding Overhead & Profit. This will be automatically added to your charges in the Summary of Charges
Pricing Variables: Cost Increases	Any inflation cost increases should be identified in Table 2: Indexation (Pricing Variables Tab). Only put in the cost increase from year to year eg 2% increase from Yr 1 to Yr 2 and this will be reflected as an increase to the Core fee and Ad Hoc Rate in the Summary of Charges. Year 2 to 3 increase will be added to the value from Year 1.

Fixed Fee Pricing Matrix

Buyer name:	Department for Work and Pensions
Procurement reference:	ITT_21701
Framework Lot number:	Not applicable

Version number:	V1.1	Option to extend for further 1 years
Contract terms (years):	3	

Potential Provider Name:

TUV SUD Ltd

COMPLETE YELLOW BOXES

Rate *

Supplier to Insert their Cost for undertaking each item of work
Cost per month

Table 1. Core Service Fee per month

<u>Title</u>	<u>Description</u>	<u>Quantity</u>	<u>Rate*</u>	<u>Total Per annum</u>
Maintenance Audits	Carry out maintenance audit	5 per month	REDACTED	REDACTED
Compliance Spot Checks	Carry out compliance spot checks,	4 per month	REDACTED	REDACTED
Validate estimates	Validate estimates provided	estimate 25 per month, see Schedule 2 Appendix 2 for annual voles	REDACTED	REDACTED
Autodialler Management	Update Autodialler assets and monitor system	ongoing	REDACTED	REDACTED
Ongoing Technical Support	Including competent person, continuous improvement and additional systems required to delvier the service not provided by the Buyer including attendance at weekly and monhtly meetings (cost per month)	ongoing	REDACTED	REDACTED
Total Carried to Summary of Charges				REDACTED

Billable Works

Table 1. Schedule of Rates - Tasks

The following costs should include the full cost of providing the service including travel, accommodation etc as required

Task	Cost per Task (£)	*Estimated Volume per annum	Cost per annum for evaluation
Additional Maintenance Audits	REDACTED	18	REDACTED
Additional Compliance Spot Checks	REDACTED	18	REDACTED
Site Surveys (1 lift)	REDACTED	5	REDACTED
Site Surveys (additional cost per lift if multiple lifts at a site)	REDACTED	5	REDACTED
Acquisition Surveys (1 lift)	REDACTED	5	REDACTED
Acquisition Surveys (additional cost per lift if multiple lifts at a site)	REDACTED	10	REDACTED
Emergency LOLER	REDACTED	5	REDACTED
			REDACTED

* no guarantee of volumes

Work Package B - Contract Mobilisation

All pricing on this sheet excludes overhead and profit

Table 1. Mobilisation Costs

Labour related	Total Estate
This is in place as incumbent	REDACTED
Labour Cost Sub Total	REDACTED

Consumables, Plant, Equipment, ICT and Others	Total Estate
This is in place as incumbent	REDACTED
Consumables, Plant, Equipment, ICT and Others Cost Sub Total	REDACTED

Mobilisation Total Cost	REDACTED
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Pricing Variables

Table 1.

Overhead & Profit	% (+)
Corporate Overhead	REDACTED
Profit	REDACTED

Table 2. Indexation

To be completed in-contract. If no indexation to be used, enter 0%

Adjustment description / Adjustment date	Indexation value (%)
1st anniversary of Contract	REDACTED
2nd anniversary of Contract	REDACTED

	Core Fee (Subject to Indexation)	Schedule of Rates (Subject to Indexation)	Mobilisation	Total Charges excluding Overhead & Profit	Corporate Overhead (Not Subject to Indexation)	Profit (Not Subject to Indexation)	Total Charges
Year 1	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Year 2	REDACTED	REDACTED		REDACTED	REDACTED	REDACTED	REDACTED
Year 3	REDACTED	REDACTED		REDACTED	REDACTED	REDACTED	REDACTED
Total	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED

Schedule 4 (Tender)

REDACTED

Schedule 5 (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 Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Buyer 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	07/06/2022	Financial information contained within the Supplier's bid which could weaken the Supplier's position in a competitive environment by revealing market sensitive information or information of potential usefulness to the Supplier's competitors	5 years from the date of this Contract

Schedule 6 (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 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
Performance	<p>A report detailing the Services delivered the previous month. The report should detail, but not be limited to:</p> <ul style="list-style-type: none">• the delivery of Core Services in line with the Specification requirements• the delivery of any Ad-Hoc Services in line with the Specification requirements• the findings from the delivery of the Services, such as copies of audit reports	Dashboard	Monthly

Schedule 7 (Staff Transfer)

1. Definitions

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

"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation 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 Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;f) claims whether in tort, contract or statute or otherwise; <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or</p>
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supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"	a supplier 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 Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the 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 the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Start Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a 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"	a 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;

"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;

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 schedules 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 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" the 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" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to 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 and whose names are provided to the Supplier on or prior to 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 Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor 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 Contract:

- Part B (Staff Transfer At Start Date – Transfer From Former Supplier)

- Part E (Staff Transfer on Exit)

7 Part A: Staff Transfer at the Start Date

8 Outsourcing from the Buyer

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1** the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
- 1.1.2** as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.
- 1.1.3** The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Buyer must give

- 2.1** Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.
- 2.2** The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3** Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then -
 - 2.3.1** the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

- 2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 2.4.1 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 any Sub-contractor; or
- 2.4.2 (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer

Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

- 6.1 The Supplier shall comply with:
- 6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and
 - 6.1.2 the provisions in Part D: Pensions.

9 Part B: Staff transfer at the Start Date

10 Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

- 2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier

and/or any Notified Sub-contractor pursuant to the Employment Regulations then:

- 2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
- 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 2.4.1 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, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or
- 2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of

any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B 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's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall comply with:

- 7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
- 7.1.2 the provisions in Part D: Pensions.

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 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:
 - (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor 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; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 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 Sub-contractor; or

- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Start Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) 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 Sub-contractor.

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.

11 Part D: Pensions

1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Employees"	<p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p> <p>(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer</p>

Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;

- (d) where the Former Supplier becomes the Supplier those employees;

who at the Start Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"

means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for Staff Pensions: Staff Transfer from Central Government"* issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

"Statutory Schemes"

means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if

necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Supplier undertakes:

- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
- 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2 The Supplier hereby indemnifies the NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade

unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
 - 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
- 4.3 The indemnities in this Part D and its Annexes:
 - 4.3.1 shall survive termination of this Contract; and
 - 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the Buyer and the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Buyer and the Supplier be referred to an independent Actuary:
 - 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the Buyer and the Supplier; and
 - 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

- 6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
- 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

- 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
- 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

10.1 If either:

- 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPA, 5.2 of Annex D2: NHSPA and or 4 of Annex D3: LGPS apply; and/or
- 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

- 10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
- 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount

offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

- 10.2.6 indemnify the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1:

Civil Service Pensions Schemes (CSPS)

1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018 and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

- 2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- | | |
|-----------------------------------|---|
| "Direction Letter" | an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees; |
| "NHSPS Eligible Employees" | <p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none">(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in |

connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

"NHS Pensions"

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

"NHSPS"

the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;

"NHS Pension Scheme Arrears"

any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;

"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and
"Retirement Benefits Scheme"	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Sub-contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the

Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

- 2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
- 2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.4 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.
- 2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

5. What the buyer do if the Supplier breaches its pension obligations

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.
- 5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.
- 5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. Compensation when pension scheme access can't be provided

- 6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
- 6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
 - 6.1.2 access to a Broadly Comparable pension scheme,
- the Buyer may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.
- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

- 7.1 The Supplier must indemnify and keep indemnified the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. Sub-Contractors

- 8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:
 - 8.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or
 - 8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
- 8.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Annex D3:

Local Government Pension Schemes (LGPS)

1. Definitions

1.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Administering Authority"	in relation to the Fund [insert name] , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and

"LGPS Regulations" the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier must become a LGPS admission body

- 2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
- 2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
- 2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
- 2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances

where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

Annex D4: Other Schemes

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 Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they 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 Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor 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, 1.1.2 and 1.1.3, the Supplier agrees that it 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, unless otherwise instructed by the Buyer (acting reasonably):

not 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

not 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);

- 1.5.1 not 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;
- 1.5.2 not 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;
- 1.5.3 not 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);
- 1.5.4 not 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;
- 1.5.5 not 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 Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor 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 Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate 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;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of

- any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
 - 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 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; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier 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 Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and

- 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including 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 provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 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 will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier 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 (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier

Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

- 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 Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
 - 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
 - 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;
- 11.1.1 and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 2.6.1 (a) 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 Sub-contractor,
or

- 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 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 Sub-contractor (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 Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Schedule 7 (Staff Transfer)

4. Definitions

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

"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">g) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;h) unfair, wrongful or constructive dismissal compensation;i) 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;j) compensation for less favourable treatment of part-time workers or fixed term employees;k) 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 Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;l) claims whether in tort, contract or statute or otherwise; <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or</p>
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supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"	a supplier 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 Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the 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 the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Start Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a 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"	a 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;

"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;

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 schedules 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 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" the 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" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to 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 and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

5. 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 Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor 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.

6. Which parts of this Schedule apply

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

- Part B (Staff Transfer At Start Date – Transfer From Former Supplier)

- Part E (Staff Transfer on Exit)

12Part A: Staff Transfer at the Start Date

13 Outsourcing from the Buyer

7. What is a relevant transfer

7.1 The Buyer and the Supplier agree that:

- 7.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
- 7.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.
- 7.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

8. Indemnities the Buyer must give

- 8.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.
- 8.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 8.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then -
 - 8.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

- 8.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
- 8.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 8.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3.

8.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 8.4.1 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 any Sub-contractor; or
- 8.4.2 (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.

8.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

8.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

9. Indemnities the Supplier must give and its obligations

9.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.

9.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer

Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

- 9.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

10. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

11. Cabinet Office requirements

- 11.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 11.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 11.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

12. Pensions

- 12.1 The Supplier shall comply with:
- 12.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and
 - 12.1.2 the provisions in Part D: Pensions.

14Part B: Staff transfer at the Start Date

15Transfer from a former Supplier on Re-procurement

8. What is a relevant transfer

8.1 The Buyer and the Supplier agree that:

8.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

8.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

8.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

9. Indemnities given by the Former Supplier

9.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

9.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

9.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier

and/or any Notified Sub-contractor pursuant to the Employment Regulations then:

- 9.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
- 9.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
- 9.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 9.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.

9.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 9.4.1 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, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or
- 9.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.

9.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

9.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

10. Indemnities the Supplier must give and its obligations

10.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of

any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

- 10.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 10.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

11. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

12. Cabinet Office requirements

- 12.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 12.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

13. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B 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's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

14. Pensions

14.1 The Supplier shall comply with:

- 14.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
- 14.1.2 the provisions in Part D: Pensions.

Part C: No Staff Transfer on the Start Date

3. What happens if there is a staff transfer

- 3.1 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.
- 3.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
- 3.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 3.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 3.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 3.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;
- and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:
- (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor 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; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 3.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
- 3.3.1 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 Sub-contractor; or

- 3.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 3.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Start Date.
- 3.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) 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 Sub-contractor.

4. 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.

16Part D: Pensions

11. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(c) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(d) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Employees"	<p>those:</p> <p>(e) Transferring Buyer Employees; and/or</p> <p>(f) Transferring Former Supplier Employees; and/or</p> <p>(g) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer</p>

Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;

- (h) where the Former Supplier becomes the Supplier those employees;

who at the Start Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"

means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for Staff Pensions: Staff Transfer from Central Government"* issued in October 2013 including:

- (c) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (d) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

"Statutory Schemes"

means the CSPA, NHSPS or LGPS.

12. Supplier obligations to participate in the pension schemes

- 12.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 12.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if

necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

12.3 The Supplier undertakes:

- 12.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
- 12.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

13. Supplier obligation to provide information

13.1 The Supplier undertakes to the Buyer:

- 13.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
- 13.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

14. Indemnities the Supplier must give

- 14.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 14.2 The Supplier hereby indemnifies the NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade

unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- 14.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
- 14.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

14.3 The indemnities in this Part D and its Annexes:

- 14.3.1 shall survive termination of this Contract; and
- 14.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

15. What happens if there is a dispute

15.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the Buyer and the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Buyer and the Supplier be referred to an independent Actuary:

- 15.1.1 who will act as an expert and not as an arbitrator;
- 15.1.2 whose decision will be final and binding on the Buyer and the Supplier; and
- 15.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and the Supplier unless the independent Actuary shall otherwise direct.

16. Other people's rights

- 16.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 16.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

17. What happens if there is a breach of this Part D

17.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

- 17.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
- 17.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

18. Transferring New Fair Deal Employees

18.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

- 18.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
- 18.1.2 procure that the employer to which the Fair Deal Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

19. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

20. Broadly Comparable Pension Schemes

20.1 If either:

- 20.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPA, 5.2 of Annex D2: NHSPA and or 4 of Annex D3: LGPS apply; and/or
- 20.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

20.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

- 20.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
- 20.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- 20.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 20.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 20.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount

offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

- 20.2.6 indemnify the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1:

Civil Service Pensions Schemes (CSPS)

3. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018 and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

4. Access to equivalent pension schemes after transfer

- 4.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

- 4.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

Annex D2: NHS Pension Schemes

9. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- | | |
|-----------------------------------|---|
| "Direction Letter" | an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees; |
| "NHSPS Eligible Employees" | <p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none">(c) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or(d) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in |

connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

"NHS Pensions"

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

"NHSPS"

the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;

"NHS Pension Scheme Arrears"

any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;

"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and
"Retirement Benefits Scheme"	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

10. Membership of the NHS Pension Scheme

- 10.1 In accordance with New Fair Deal, the Supplier and/or any of its Sub-contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the

Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

- 10.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
- 10.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 10.4 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.
- 10.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 10.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

11. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

12. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

13. What the buyer do if the Supplier breaches its pension obligations

- 13.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.
- 13.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.
- 13.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

14. Compensation when pension scheme access can't be provided

- 14.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
- 14.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
 - 14.1.2 access to a Broadly Comparable pension scheme,
- the Buyer may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.
- 14.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

15. Indemnities that a Supplier must give

- 15.1 The Supplier must indemnify and keep indemnified the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 15.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

16. Sub-Contractors

- 16.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:
 - 16.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or
 - 16.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
- 16.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Annex D3:

Local Government Pension Schemes (LGPS)

6. Definitions

6.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Administering Authority"	in relation to the Fund [insert name] , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and

"LGPS Regulations" the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

7. Supplier must become a LGPS admission body

- 7.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
- 7.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
- 7.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
- 7.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

8. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

9. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

10. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances

where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

Annex D4: Other Schemes

Part E: Staff Transfer on Exit

3. Obligations before a Staff Transfer

- 3.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 3.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 3.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 3.1.3 the date which is 12 Months before the end of the Term; and
 - 3.1.4 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.

- 3.2 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 Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they 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).
- 3.3 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 Sub-contractor.
- 3.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor 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.
- 3.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it 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, unless otherwise instructed by the Buyer (acting reasonably):

not 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

not 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);

- 3.5.1 not 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;
- 3.5.2 not 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;
- 3.5.3 not 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);
- 3.5.4 not 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;
- 3.5.5 not 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 Sub-contractor;
- 3.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor 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 Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 3.5.7 co-operate 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;
- 3.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of

- any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 3.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
 - 3.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 3.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 3.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 3.5.13 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; and
 - 3.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier 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 Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 3.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 3.6.1 the numbers of employees engaged in providing the Services;
 - 3.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 3.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and

- 3.6.4 a description of the nature of the work undertaken by each employee by location.
- 3.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including 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 provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 3.7.1 the most recent month's copy pay slip data;
 - 3.7.2 details of cumulative pay for tax and pension purposes;
 - 3.7.3 details of cumulative tax paid;
 - 3.7.4 tax code;
 - 3.7.5 details of any voluntary deductions from pay; and
 - 3.7.6 bank/building society account details for payroll purposes.
- 4. Staff Transfer when the contract ends**
 - 4.1 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 will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
 - 4.2 The Supplier 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 (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
 - 4.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier

Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

- 4.4 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 Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 4.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
 - 4.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 4.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
 - 4.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
 - 4.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;
- 16.1.1 and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 4.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 4.6.1 (a) 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 Sub-contractor,
or

- 4.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 4.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 4.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 4.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 4.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 4.11 The indemnity in Paragraph 2.10 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 Sub-contractor (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 Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Schedule 8 (Implementation Plan)

1. definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement 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, 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 7.1;

2. Agreeing and following 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 2 days after the Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain the information at the level of detail necessary to manage the implementation stage effectively and as a minimum cover the Services as detailed in Schedule 2 (Specification) 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.
- 2.3 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 one (1) week of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.4 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.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 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.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones shall only be made in accordance with the Variation Procedure.
- 3.4 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.

4. Security requirements before the Start Date

- 4.1 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 Start Date. The Supplier shall ensure that this is reflected in their Implementation Plan.
- 4.2 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.
- 4.3 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.
- 4.4 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 Contract Period.
- 4.5 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, the Supplier shall be responsible

for meeting the costs associated with the provision of security cleared escort services.

- 4.6 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.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 5.1.1 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;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. – Not Used

7. Implementation Plan

- 7.1 The Implementation Period will be a 1 week period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Services Commencement Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Services Commencement Date.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
- 7.3.1 work cooperatively and in partnership with the Buyer and incumbent supplier, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and

7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 The Implementation Plan will include detail stating:

7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and

7.4.2 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.

7.5 In addition, the Supplier shall:

7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

7.5.2 mobilise all the Services specified in the Specification within the Contract;

7.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:

(a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and

(b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7.5.4 manage and report progress against the Implementation Plan;

7.5.5 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;

7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Award 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

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

Annex 1: Implementation Plan

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

REDACTED

The Milestones will be Achieved in accordance with this Schedule 8 (Implementation Plan).

Part B – Not Used

Schedule 13 (Contract Management)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement 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;

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 Project Manager

- 3.1 The Supplier Project Manager shall be:
- 3.1.1 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;
 - 3.1.2 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 Project Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

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 Annex A to the Schedule.
- 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.
- 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 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 Contract which the Buyer and the Supplier have identified.

Annex: Operational Boards

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

Schedule 20 (Processing Data)

Status of the Controller

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 a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the 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;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (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 Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) 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 Controller in meeting its obligations); and
 - (iv) 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
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

- (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 the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 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).

15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 20 (*Processing Data*).

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. 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 Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (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 relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. 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 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Schedule 20.

17 Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: REDACTED
- 1.2 The contact details of the Supplier's Data Protection Officer are:
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Not Applicable</p> <p>The Supplier is Controller and the Buyer is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <p>Not Applicable</p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Not Applicable</p>

	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Staff for which the Supplier is the Controller. • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Staff) engaged in the performance of the Buyer's duties under the Contract, for which the Buyer is the Controller.
Duration of the Processing	From and including the date of this Contract to and including 17 June 2025 or 17 June 2026 if extended in accordance with Clause 10 of this Contract
Nature and purposes of the Processing	Dissemination and making generally available business contact details of people engaged in the delivery of the Services.
Type of Personal Data	Names, positions and contact details of persons involved in the delivery, management and support of the Contract and key stakeholders.
Categories of Data Subject	Staff (including temporary) and suppliers

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Data shall be available for a six (6) year rolling period. Retention and destruction requirements will be communicated by the Buyer from time to time.</p>
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Schedule 21 (Variation Form)

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

Contract Details		
This variation is between:	[Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: 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: <ul style="list-style-type: none"> [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]

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 the 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 signatory for and on behalf of the 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

Schedule 22 (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 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
the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 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 principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer 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.

3. 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 Buyer 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.

4. 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 Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. 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 Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer 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 Buyer (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.

7. Insurance claims

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

- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer 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 Buyer) 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 Buyer 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 insurance cover from the 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 ten million pounds (£10,000,000);
 - 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).

Schedule 25 (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:	[add] date (minimum 10 days from request)]		
Signed by Buyer :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] 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:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Schedule 26 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier Code of Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf))

- 1.2 The Buyer expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, the Buyer expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support 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

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 the Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 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 the Contract;
- 3.1.8 shall prepare and deliver to the Buyer, 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 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 provide all workers 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;
- 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:
 - (1) the extent;
 - (2) frequency; and
 - (3) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 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
 - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

- 5.4 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.

6. Sustainability

- 6.1 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>

Schedule 29 (Key Supplier Personnel)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date (“**Key Personnel**”).
- 1.2 The Supplier shall ensure that the Key Personnel 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 Personnel 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 Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 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 Personnel 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 Personnel provide adequate periods during which incoming and outgoing

Personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the 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 Personnel 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 Personnel that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Personnel	Contact Details
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

Schedule 30 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement 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;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the 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 Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"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;
"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 Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 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.

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 End Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the End 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 End Date or as soon as reasonably practicable (but in any event, not later than one (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 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 Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. 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.

5.3 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;
 - 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 6.1.2 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 when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 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:
- 7.2.1 vacate any Buyer Premises;
 - 7.2.2 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;

7.2.3 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
- (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.

7.3 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. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 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:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 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

8.2.3 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 Goods and/or Replacement Services.

8.3 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.

8.4 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.

8.5 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:

8.5.1 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

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable 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 effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 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.

8.8 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.

8.9 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 8.6 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 8.9 which is

intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

9.1 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.

10. Dividing the bills

10.1 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 and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 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

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.