



Department
for Transport



Driver & Vehicle
Licensing
Agency

Appendix 1 Part A (Award Form)
Above-threshold ITT incorporating Mid-Tier Contract
Contract Reference: PS/23/05

Appendix 1 Part A - 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	DVLA on behalf of the Secretary of State for Transport (the Buyer) Its offices are on: Driver and Vehicle Licensing Agency (DVLA) Longview Road Morrison Swansea SA6 7JL
2.	Supplier	Name: Target Group Limited Address: Imperial Way Coedkernew Newport NP10 8UH Registration number: 01208137 SID4GOV ID: N/A
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the provision of a Direct Debit Solution - see Schedule 2 (Specification) for full details.



4.	Contract reference	PS/23/05
5.	Buyer Cause	Any material 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.
6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
7.	Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	01 June 2024
9.	Expiry Date	31 May 2026
10.	Extension Period	An optional, further period up to 1 Year commencing 01 June 2026 to 31 May 2027. Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires.
11.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.
12.	Incorporated Terms (together these documents form the "the Contract")	The following documents are incorporated into the Contract. DVLA are not using any Schedules marked as N/A. If the documents conflict, the following order of precedence applies: <ul style="list-style-type: none"> a) This Award Form b) Any Special Terms (see Section 13 (Special Terms) in this Award Form) c) Schedule 31 (Buyer Specific Terms) d) Core Terms e) Schedule 36 (Intellectual Property Rights) f) Schedule 1 (Definitions)



		<p>g) Schedule 6 (Transparency Reports)</p> <p>h) Schedule 20 (Processing Data)</p> <p>i) The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 7 (Staff Transfer) e. Schedule 8 (Implementation Plan & Testing) f. Schedule 9 (Installation Works) – N/A g. Schedule 10 (Service Levels) h. Schedule 11 (Continuous Improvement) i. Schedule 12 (Benchmarking) j. Schedule 13 (Contract Management) k. Schedule 14 (Business Continuity and Disaster Recovery) l. Schedule 15 (Minimum Standards of Reliability) – N/A m. Schedule 16 (Security) n. Schedule 17 (Service Recipients) – N/A o. Schedule 18 (Supply Chain Visibility) p. Schedule 19 (Cyber Essentials Scheme) q. Schedule 21 (Variation Form) r. Schedule 22 (Insurance Requirements) s. Schedule 23 (Guarantee) t. Schedule 24 (Financial Difficulties) u. Schedule 25 (Rectification Plan) v. Schedule 26 (Sustainability) w. Schedule 27 (Key Subcontractors) x. Schedule 28 (ICT Services) y. Schedule 28A (Agile Development Additional Terms) – N/A z. Schedule 29 (Key Supplier Staff) aa. Schedule 30 (Exit Management)
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		<p>bb. Schedule 32 (Background Checks)</p> <p>cc. Schedule 33 (Scottish Law) – N/A</p> <p>dd. Schedule 34 (Northern Ireland Law) – N/A</p> <p>ee. Schedule 35 (Lease Terms) – N/A</p> <p>ff. Schedule 37 (Corporate Resolution Planning Information)</p> <p>j) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer), in which case that aspect of the Tender will take precedence over the documents above.</p>
13.	Special Terms	<p>Special Term 1</p> <p>In addition to Clauses 28.6, 28.7 and 28.8 of the Core Terms (Mid-tier), if a Specific Change in Law (as defined in Schedule 01: Definitions) occurs or will occur during the Contract Period, the Parties shall:</p> <ol style="list-style-type: none"> 1 notify the other Party as soon as reasonably practicable of the likely effects of that change including: <ol style="list-style-type: none"> a) whether any Variation is required to the provision of the Services, the Contract Charges, this Award Form or any of the Schedules of this Contract; and b) whether any relief from compliance with the Supplier's obligations is required, including any obligation to achieve a milestone and/or to meet the Service Levels; and c) provide to the Buyer with evidence: <ul style="list-style-type: none"> • that the Supplier has used commercially reasonable endeavours in minimising any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; • as to how the Specific Change in Law has affected the cost of providing the Services; and • demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Continuous Improvement, has been taken into account in amending the Contract Charges.



	<p><u>Legislative Change and Legislative Assistance</u></p> <p>The Supplier shall provide a total of Redacted under FOIA section 43(2) during the Term of this Contract (including any extension) in support of:</p> <ul style="list-style-type: none"> a) Legislative Change; and b) any assistance required by the Buyer, the provision of which is required under applicable law ("Legislative Assistance"). <p>Thereafter, any further work required in support of Legislative Change or Legislative Assistance in excess of Redacted under FOIA section 43(2) shall be managed in accordance with the Variation Procedure.</p> <p>Any change in the Contract Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clauses 28.6, 28.7 and 28.8 of the Core Terms (Mid-tier), shall be implemented in accordance with the Variation Procedure.</p> <p>Special Term 2 - Unrecovered VED</p> <ol style="list-style-type: none"> 1. In the event that the Supplier fails to submit an AUDDIS file to BACS in accordance with Appendix 2 - Specification and such a failure directly results in the Buyer failing to receive any Vehicle Excise Duty (VED) from its customers (an "AUDDIS Failure"), the Buyer will take all reasonable steps to mitigate any loss, including undertaking the following procedures: <ul style="list-style-type: none"> a. Issue of Failed Direct Debit Request Letter (FDDR) b. Issue of Statutory Notice Letter (SN1) c. Issue of Statutory Notice Letter (SN2) d. Enforcement Action (including case being submitted to debt collecting agency) <p>(Collectively the "Buyer Recovery Processes")</p> 2. If as a result of the Buyer's mitigation (including the Buyer Recovery Processes), customers affected by the AUDDIS Failure subsequently register a new mandate within 30 calendar days of the AUDDIS Failure but refuse to pay any VED that but for the AUDDIS Failure, would otherwise have been due during the period
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		<p>between the AUDDIS Failure and registration of the new mandate (the “Unrecovered VED”), then notwithstanding and subject to Clause 15 of the Core Terms (Mid-tier) , The Buyer may recover such Unrecovered VED from the Supplier.</p> <p>3. For the avoidance of doubt, the Supplier shall not be liable to reimburse the Buyer for any Unrecovered VED where any customers affected by the AUDDIS Failure fail to register a new mandate within the period specified in paragraph 2 above.</p> <p>If, following The Supplier’s payment of Unrecovered VED, The Buyer subsequently recovers or receives any element of Unrecovered VED from any customer(s) that has been previously reimbursed by The Supplier, The Buyer shall subsequently return such amounts The Supplier.</p>
		<p>Special Term 3 - Payment File Delay</p> <p>1. Subject to paragraph 2 below and Clause 15 of the Core Terms (Mid-tier), in the event that The Supplier fails to submit the payment file(s) to BACS on the day in which the payment files(s) are scheduled to be submitted and such a failure or delay subsequently delays the Buyer’s receipt of the monies specified within the affected payment file(s), the Buyer may require the Supplier to pay interest on the monetary value of the relevant payment file(s) affected by the failure. Interest shall be payable at a rate of 2% above the Bank of England base rate per annum and shall accrue on each Business Day between (a) the date upon which the monies would have been received in the Buyer’s bank account but for The Supplier’s failure and/or delay; and (b) the date the Buyer actually receives such monies.</p> <p>2. The Supplier shall not be liable to pay any interest to The Buyer pursuant to paragraph 1 above where such failure and/or delay was caused or contributed to by The Buyer or any third party (including but not limited to BACS and customers of The Buyer).</p> <p>Example:</p> <ul style="list-style-type: none"> • Total value of payment files affected: £100,000,000 • Delay: 5 business days • Interest calculation: £100,000,000 x 0.0275 (being 2% above current BOE base rate of 0.75%) /365 x 5 days = £37,671.23



		<p>Special Term 4 - PAF Data</p> <p>The Buyer has been granted a licence to use the Post Office Address Finder Data (PAF Data) by Royal Mail as set out in the Royal Mail's Public Sector Licensing (PSL) agreement (PSL00135, 01/11/2016). Under the PSL, the Buyer has been granted the right to sub-contract the use of the PAF Data to any subcontractors, to the extent necessary or for any other purpose deemed necessary to satisfy the objectives of this agreement.</p> <p>The Buyer confirms that, as permitted under the terms of the PSL for the term of the Contract, it grants the right to the Supplier, as its subcontractor, to use the PAF Data for the purpose of providing the Services. The Supplier agrees that it shall comply with the terms of the PSL when using PAF Data for the purposes of fulfilling its obligations under the Contract. The PSL states that if there is a breach of its terms, the Buyer shall be jointly and severally liable with any subcontractor. Accordingly, the Supplier agrees to indemnify the Buyer for any action or any costs that the Buyer may incur in connection with a claim by Royal Mail to the extent such claim arises as a direct result of a breach of the PSL terms by the Supplier.</p> <p>A copy of the PSL agreement is available in the following link: https://licensing-centre.poweredbypaf.com/paf-public-sector-licence</p> <p>Confirmation of the Buyer's PSL details can be found in the following link: https://licensing-centre.poweredbypaf.com/data/licence/list_of_licensed_organisations.pdf</p>
14.	Buyer's Environmental Policy	Appendix 12 – DVLA Corporate Environmental Policy
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels)
16.	Buyer's Security Requirements and Security and ICT Policy	Security Requirements: as set out in Schedule 16 (Security) and Section 9 of Appendix 2 (Specification).



17.	Charges	Charges are in accordance with Schedule 3 (Charges)
18.	Reimbursable expenses	None
19.	Payment method	<p>Suppliers must be in possession of a written purchase order/orders (PO), before commencing any work, or supplying any goods, under this contract. The PO/POs for this contract will follow shortly after formal award of the Contract. All invoices submitted to the Department must quote a valid PO number and be submitted in accordance with the Buyer's Invoicing Procedures, embedded below:</p> <p> Invoicing Procedures.docx</p>
20.	Service Levels	<p>Service Credits will accrue in accordance with Appendix 2 (Specification) and Schedule 10 (Service Levels).</p> <p>Service Credit Cap: The aggregate Service Credits payable in any month ("Monthly Service Credit Cap") shall not exceed 20% of the invoice for that month.</p> <p>A Critical Service Level Failure is: Severe Business Disruption - Service not available. Critical system component failed or severe impairment of on-line systems or batch work including BACS files.</p>
21.	Liability	<p>In accordance with Clause 15.1 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</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being Redacted under FOIA section 43(2).</p> <p>This liability cap applies to the Supplier's liability to the Buyer under the contract only – it does not act as a cap on any data protection liability that a Supplier may incur to any third party (e.g. Supplier being fined by the Information Commissioner). But if a Supplier default leads to the Buyer breaching data protection legislation, the amount which a Buyer will be able to recover from the Supplier will be subject to this liability cap.</p>



22.	Cyber Essentials Certification	<ul style="list-style-type: none"> • Cyber Essentials Scheme [Basic / Plus] Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
23.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer every month. • The Supplier shall provide the Buyer with Progress Reports every month.
24.	Guarantee	Redacted under FOIA section 43(2)
25.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> • the period in which the Supplier must create and maintain the Virtual Library, is within 30 days from the Effective Date; and • the Supplier shall update the Virtual Library as required.
26.	Supplier Contract Manager	<p>Redacted under FOIA section 40</p> <p>Client Account Manager</p> <p>Redacted under FOIA section 40</p>
27.	Supplier Authorised Representative	<p>Redacted under FOIA section 40</p> <p>Group Commercial Director</p> <p>Redacted under FOIA section 40</p>
28.	Supplier Compliance Officer	<p>Redacted under FOIA section 40</p> <p>Director of Risk and Compliance</p> <p>Redacted under FOIA section 40</p>
29.	Supplier Data Protection Officer	<p>Redacted under FOIA section 40</p> <p>Data Protection Officer</p> <p>Redacted under FOIA section 40</p>



30.	Supplier Marketing Contact	Redacted under FOIA section 40 Communications and Marketing Business Partner Redacted under FOIA section 40
31.	Key Subcontractors	N/A
32.	Buyer Authorised Representative	Redacted under FOIA section 40 IT Supplier Management Redacted under FOIA section 40



For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted under FOIA section 40	Signature:	Redacted under FOIA section 40
Name:	Redacted under FOIA section 40	Name:	Redacted under FOIA section 40
Role:	Chief Executive Officer	Role:	Commercial Category Manager
Date:	02/05/2024	Date:	03/05/2024