

Joint Schedule 1 (Definitions)

Call Off Ref: [Redacted]

Joint Schedule 1 (Definitions)

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

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- 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
- 1.3.13 where a standard, policy or document is referred to by reference of a hyperlink, if that hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the CCS and the Parties shall update the reference to a replacement hyperlink.
- 1.3.14 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and
- 1.3.15 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and
- 1.3.16 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

" ½ Day "	4 Work Hours, whether or not such hours are worked consecutively or not, provided they are worked on the same day, for a specific grade of Supplier Staff in accordance with the SFIA Skills Model 7.0, exclusive of lunch break, travel and related expenses;
" Account "	each individual Debt balance, as amended by an adjustment file from time to time, contained in a Placement file issues by the Buyer to the Supplier from time to time;
" Access Information "	the information provided by the Buyer to the Supplier that confirms to the best of the Buyer's knowledge, the legal basis upon which the Supplier may access a Customer's credit file held by a Credit Reference Agency;
" 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;

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"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Advisory"	Services that require line of business expert advice, as set out in Part D of Framework Schedule 1 (Specification);
"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;
"Affordability Assessment"	an assessment undertaken regarding the Customer's ability to afford to repay money to the Buyer using relevant and appropriate data and information as set out within the Supplier's Solution;
"Agent"	a person acting on behalf of a Customer or Buyer;
"Allowable Commission Charge"	a commission charge that is within the parameters of the relevant agreed Commission Cap;
"Alert"	a communication to the Buyer from the Supplier relating to an action or event based on a Buyer's pre-defined criteria;
"Allowable Commission Charge"	a commission charge that is within the parameters of the relevant agreed Commission Cap;
"Allowable Costs"	those costs to be taken into account for the purposes of calculating: <ul style="list-style-type: none"> a) Profit in accordance with Paragraph 6 (Profit review) of Framework Schedule 3 (Framework Prices), and b) any Charges relating to any Set-Up Charge, Variation or Change, including any costs that are not Disallowed Costs of Framework Schedule 3 (Framework Prices);
"Annex"	extra information which supports a Schedule;
"Appraisal"	as applicable to the Service, the Supplier's estimation of the: <ul style="list-style-type: none"> a) value of Goods or Assets, based on factors such as cost, the income it generates and / or fair market value; b) size and fragility of the goods and the required means of removal and storage and sale of the Goods;

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"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Approved Scanning Vendor"	an approved PCI Approved Scanning Vendor recognised by the Payment Card Industry's Security Standards Council;
"Audit"	<p>the Relevant Authority's right, during the Contract Period and for 18 Months thereafter, to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority 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 Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information and any reports delivered or required by the Framework Contract or any Call-Off Contract;

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"Auditor"	a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"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"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Data"	any Data belonging to or in the possession, custody or control of the Buyer;
"Buyer Delivery Team"	the Personnel appointed by the Buyer to oversee the implementation of the Services and/or Service delivery, as the context requires;
"Buyer Portal"	an online portal provided by the DCA Subcontractor accessible by Buyers to support delivery of the Services;
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;

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"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form and shall be for a maximum period of 4 years excluding any Call-Off Optional Extension Period, and in any case shall not survive the Framework Contract by more than 3 years;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract shall be 4 years or as otherwise specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods up to a maximum of 3 years in increments of 1 year beyond which the Call-Off Initial Period may be extended as specified in the Order Form, but the Call-Off Contract Period and Call-Off Optional Extension Period combined shall not survive the Framework Contract by more than 3 years;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Capped Prices"	the maximum price payable by any Buyer for the Service as set out in this Framework Schedule 3 (Framework Prices);
"Card Holder"	a person who has a Credit Card or Debit Card;
"Case Management System"	The IT software and Hardware used by the Supplier to deliver the Services and/or input and retain an accurate, auditable and current record of all Buyer Placements including all Customer records, and to record details of all activity and communications undertaken by the Supplier or any Subcontractor or the Customer

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	or the Buyer relating to any individual Debt, Customer, Debt Type and/or Service;
"Case Number"	a reference number provided by the Buyer or Supplier that enables identification and referencing of individual Accounts;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>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:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change"	is a Fast Track Change or a Standard Change;
"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;
"Change"	a Fast Track Change or a Standard Change;
"Changeable"	the costs, expenses and charges incurred by the Supplier for which it can be reimbursed or claim from the Buyer as part of the Charges;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Click Fees"	the Unit Price for the different elements of Charges relating to the Affordability and Monitoring Solutions Service and the Click Fee shall be the total price for a single Customer Account, for the complete set of actions, interactions, processes, systems, data and Supplier Staff required to deliver the single instance of the

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	complete activity as per Table 1 of Part D of Framework Schedule 3 (Framework Prices), and "Click" shall be construed accordingly;
"Client Services"	the Services and Key Staff provided by the Supplier to the Buyer relating to support, advice, information and resolution of issues or risks relating to the Service, as more particularly set out in Framework Schedule 1 (Specification);
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Commission"	the sum being a set percentage of the value of the Debts reclaimed by the Buyer from Customers or of failure savings established by the Supplier as appropriate to the pricing conditions of the Service;
"Commission Payment"	the cumulative Commission paid or owed by the Buyer to the Supplier in consideration of the Managed Collections Services or the DCS Subcontractors collecting Debts for and on behalf of the Buyer;
"Commission Price"	the price or rate of Commission relating to the specific Service;
"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;
"Condition Precedent"	the pre-conditions set out in the Framework Award Form and/or Call-Off Order Form that must be complied with by the Supplier;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or 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 CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;

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"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Report"	the itemised profit and loss to be reported by the Supplier, in relation to the Services Ordered by each Buyer, to CCS on a quarterly basis or as otherwise notified to the Supplier in writing by the CCS;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: 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

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	<p>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;</p> <p>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</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
“Credit Reference Agency” or “CRA”	a company which collects information relating to the credit ratings of individuals and which may be a Subcontractor from time to time;
“CRA Record”	a record of personal and business financial and related information held by a Credit Reference Agency;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
“CSAT”	<p>the customer satisfaction score given by the Customer's in relation to the Service being delivered by the Supplier on behalf of the Buyer based on a score or 1 to 5, where:</p> <ol style="list-style-type: none"> 1. Very unsatisfied 2. Unsatisfied 3. Neutral 4. Satisfied 5. Very satisfied <p>Only responses of 4 (satisfied) and 5 (very satisfied) are included in the calculation:</p> <p>Number of satisfied Customers (4 and 5)/ Number of survey responses) x 100 = % of satisfied Customers</p>

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“Customer”	a person which is or has been in Debt to a Buyer;
“Customer Data”	any and all data and information relating to (a) a Customer, and/or (b) persons who may be connected or associated with the Customer, excluding Personal Data;
“Customer Portal”	an online portal provided by the DCA Subcontractor and/or Supplier and accessible by Customers to support delivery of the Services;

“Data”	all data, information and communications in whatever form or format, including Government Data, Confidential Information, and Personal Data;
“Data Dictionary”	the Supplier’s collection of names, definitions and attributes about data elements that are being used or captured in a database, information system and/or us or provide as part of the Services;

“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 UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
“Data Protection Liability Cap”	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK 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;
“Debt Collection Agency” or “DCA”	a Subcontractor providing Debt Collection Services to the Supplier of Lot 1 Services;
“DCA Commission Cap”	the cap on Commission charged by the Supplier or by DCA Subcontractors to the Supplier, relating to a particular Buyer Debt Type, that can be Pass Through Charges to the Buyer, and is reflected as a percentage of gross Debt collected from Customers by the DCA Subcontractor, as set out at Section1 of Annex 1 of Part A of Framework Schedule 3 (Framework Prices);
“DCA Commission Charge”	a Commission Charges payable to DCA Subcontractors based on a variable percentage of gross Collections of the Buyer’s Debts achieved;
“DCA Subcontractor”	a Subcontractor for Lot 1 Services;

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"Debt"	an obligation or liability to pay an amount of money to the Buyer;
"Debt Collection Services"	has the meaning given to it in Part B of Framework Schedule 1 (Specification);
"Debt Recovery"	the collection of Debts (in whole or part) by the Supplier or Subcontractor from the Customer;
"Debt Segment"	a subgroup of Debt within a Debt Type which has a different liquidation curve to other debt segments of that Debt Type, and which are defined by using characteristics which are key liquidation predictors;
"Debt Stock"	the cumulative volume and value of Debt owned by a single or group of Buyers, as the context requires;
"Debt Type"	the classification given to a Debt by the Buyer which falls broadly falls within one or more of the classifications of Services set out in Framework Schedule 1 (Specification) and shall include, upon completion of the Variation Procedure, any New Debt Type;
"Dedicated Account"	the account identified by the Buyer in the Call-Off Contract as the account into which the Supplier shall pay Debt monies recovered from the Customer, and the Buyer may require the Supplier to use a particular name or reference to identify the applicable Customer Debt repaid;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Deed of Trust"	the agreement that may be put in place between the Buyer and the Supplier and/or a Subcontractor (or other third party) providing Debt Collection Services under a Call-Off Contract between the Buyer and Supplier. The purpose of the Deed to Trust is to ensure that any monies seized or which otherwise comes into the possession custody or control of the Supplier and/or Subcontractor (or other third party) are held on trust for the Buyer;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	as the context may require;

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	<p>(a) Goods and/or Services detailed in Framework Schedule 1 (Specification) that may be ordered by the Buyer under the Call-Off Contract, including the Documentation; and</p> <p>(b) Framework Services under the Framework Contract;</p>
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Direct Payments"	payments made by a Customer directly to the Buyer;
"Disallowed Costs"	<p>the costs used to calculate profit with regards Paragraph 6 (Profit Review) of Framework Schedule 3 (Framework Prices) and in the calculation of any Charges for the Set-Up Charge and Change and Variation, which include:</p> <ul style="list-style-type: none"> a) any total or apportioned corporate overhead cost that is not directly and solely attributable to the Service; b) financing costs/cost of capital; c) any associated interest from a loan from a parent or any other group company entity; d) any depreciation or amortisation that is not calculated using recognised UK accounting Standards; e) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or anything else; f) any fines or penalties incurred by the Supplier; g) notional/deemed costs; h) any costs associated with Intellectual Property Rights; i) inter-company trading where the price of goods or services between related companies where the pricing arrangements differ from those in normal 3rd party trading transactions; and j) any other cost that is not directly and solely attributable to the delivery of the Service;
"Disbursements"	the Chargeable fees relating to the Services as set out in Part G, Table 1 URNs 6.0s and Part H, Table 1 URNs 7.0c of Framework Schedule 3 (Framework Prices);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

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"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising 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 Deliverables and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <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;
"DPA 2018"	the Data Protection Act 2018;
"Drive-by Asset Valuation"	has the meaning given to it in Paragraph 19.2 of Part G of Framework Schedule 1 (Specification);
"Drive-by Valuation"	has the meaning given to it in Paragraph 19.2 of Part G of Framework Schedule 1 (Specification);
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"DVLA"	Driver Vehicle Licensing Agency;
"Enforcement Agency" or "EA"	a Supplier of Lot 5 Services and/or Subcontractor EA Subcontractor to the Supplier of Lot 20 Services;
"EA Subcontractor"	an Enforcement Agency Subcontractor providing EA Services;

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"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Optional Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Enforcement Agency" or "EA"	a Supplier of Lot 5 Services and/or an EA Subcontractor to the Supplier of Lot 20 Services;
"Enforcement Fees"	the fees prescribed within Taking Control of Goods (Fees) Regulations 2014;
"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;
"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;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is:

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	<p>a) eligible to use the Framework Contract; and</p> <p>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <ul style="list-style-type: none"> i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"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);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Exporting Supplier"	a former incumbent supplier that previously delivered equivalent or similar services;
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period, as the context dictates;

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"Fairness Principles"	the Government's 'Principles of fairness for government debt collection' detailed in Section D of the Government Functional Standard: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/886367/GovS-014-Debt-Functional-Standard.pdf ;
"Fast Track Change"	is Change that is described in Paragraph 2 of Part B of Joint Schedule 2 (Variation Form and Change Control Procedure);
"FED"	Fraud, Error, Debt;
"Financial Conduct Authority" or "FCA"	is the conduct regulator for financial service firms and financial markets in the United Kingdom and the prudent supervisor of firms, setting specific standard that must be met by them (see www.fca.org.uk);
"Financial Year"	the Buyer's financial year being the period beginning April 1 st and concluding March 31 st ;
"Fixed Price"	a price where the total cost is fixed;
"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"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party as soon as practicable on becoming aware that a Force Majeure Event has occurred, or is likely to occur, stating: a) that the Affected Party believes that there is a Force Majeure Event; b) details of the Force Majeure Event; c) the date from which the Force Majeure Event has prevented or hindered or its best estimate of the date from which the Force

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	<p>Majeure Event will prevent or hinder, the Affected Party in the performance of its Contract obligations;</p> <p>d) the Contract obligations so affected;</p> <p>e) its best estimate of the date upon which it shall be able to resume performance of its affected Contract obligations; and</p> <p>f) the reasonable intervals that updated information shall be provided on the status of the Force Majeure Event and the steps which the Affected Party has taken and is taking to resume performance of its Contract obligations so affected;</p>
"Foreign Registered Vehicles"	vehicles that are not registered in the United Kingdom with the DVLA;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	<p>the later of:</p> <p>a) the date on which the Framework Contract is signed by both Parties; and</p> <p>b) the date on which all Conditions Precedent have been satisfied or waived in writing in accordance with Clause 2.1 (Condition Precedent) of the Core Terms;</p>
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);

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"Fraud"	any wrongful or criminal deception intended to result in financial or personal gain;
"Full Authorisation"	the full authorisation provided by the FCA to carry out regulated activities;
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"General Operating Requirements"	the general Specification requirements set out in Part A of Framework Schedule 1 (Specification) that all Suppliers must comply under all Lots;
"General Requirements"	the general Specification requirements set out in Part A of Framework Schedule 1 (Specification) that all Suppliers must comply under all Lots;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Apprenticeship"	a scheme created by the Government relating to the employment of apprentices;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or

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	ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"GPS"	Global Positioning System;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Help Desk"	the Supplier Staff, processes and systems used by the Supplier to support the Buyer;
"High Court Enforcement"	the process of enforcement via the High Court;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Environment"	the Buyer System and the Supplier System;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Immobilising Vehicles"	the prevention of the movement or operation of a Customer's vehicle by the Supplier and/or Subcontractor;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (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;

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"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Industry Standard"	each of the Standards, policies and guidelines identified as such in the table in Paragraph 10 of Framework Schedule 1 (Specification), as amended from time to time by CCS and the Supplier in accordance with the Variation Procedure;
"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;
"Information Sharing"	the provision and receipt of information between parties authorised by the Buyer in writing to do so;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p style="padding-left: 40px;">(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p style="padding-left: 40px;">(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p>

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	<p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Integrated Service Management"	has the meaning given to it in Paragraph 4 of Part B of Framework Schedule 1 (Specification);
"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>

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	c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Interim Permission"	the interim permission provided by the CA pending the Full Authorisation process being completed;
"International Enforcement"	any enforcement actions or Services delivered by the Supplier to the Buyer where the Customer resides outside the United Kingdom;
"Inventory"	a complete list of items such as property, goods in stock or the contents of a building sized by the Supplier from the Customer or compiled by the Supplier relating to the Service;
"Inventory of Seizure"	the document that records details of goods seized by the Supplier from the Customer through the Enforcement Service as detailed within Part L of Framework Schedule 1 (Specification);
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order 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 Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income 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 ;
"IVA"	Individual Voluntary Arrangement;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Deliverable"	a) one or more key aspects of the Deliverables available to be Ordered as set out in Paragraph 1.11 Framework Schedule 1 (Specification); or b) the key requirements regarding the Deliverables under each Lot that is to be delivered by the Supplier to the Buyer;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"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

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	<p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract; and/or</p> <p>d) who is an EA Subcontractor and/or a DCA Subcontractor, and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Land Registry"	HM Land Registry;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"License"	the permissions granted by the Supplier, including any limitations, to an individual within the Buyer's organisation that allows that user to use the Product, platform and Service as per the Specification for that Service and/or as per the Buyer's requirements as set out within their Contract;
"Litigation Action Strategy"	has the meaning given to it in Paragraph 1(A) of Part G (Lot 6) Litigation Services England and Wales (URN 6.0) of Framework Schedule 1 (Specification);
"Litigation Costs Proposal"	the costs schedule provided by the Supplier to the Buyer for Approval, which outlines the expected costs of the Supplier's proposed litigation action, as set out in Framework Schedule 3 (Framework Prices) which includes advice on any risk of the costs escalating beyond those outlined in the proposal and any options for review and cessation of activities that may curtail the costs;
"Litigation Services"	the Services detailed in Part G of Framework Schedule 1 (Specification);
"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;

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"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Managed Collection Services"	has the meaning given to it in Part B of Framework Schedule 1 (Specification);
"Managed Enforcement Services Provider" or "MESP"	the Supplier of the Managed Enforcement Services described in Part L of Framework Schedule 1 (Specification);
"Managed Services"	the Services delivered to a Buyer by a Supplier that is a Managed Services Provider;
"Managed Services Provider"	the Supplier of Managed Services as described in Part B and Part L of this Schedule 1 (Specification);
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in: a) Framework Schedule 5 (Management Charges and Information); and b) as set out in the Call-Off Contract;
"MI Default"	when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	when an MI report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Monitoring"	the systematic review of Customer Data and/or information by the Supplier as part of the Service provided to the Buyer;

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"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"Monthly Volume Bank"	a set of defined ranges of the volume of Units, Licenses, Clicks or activities that a Buyer consumes in a Month, that is used to calculate the Charges for the applicable Service;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New Debt Type"	where a debt type is not current classified as a "Debt Type" within the Buyer's Call-Off Contract but the Buyer requires the Supplier to provide Services for that debt type, then that new debt type may be added to the Call-Off Contract by the Buyer in accordance with the Variation Procedure;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Non-Fee-Paying Advice Agents"	organisations that provide free at the point of access debt advice;
"Notice of Enforcement"	a formal notice issued by an Enforcement Agency (EA) to a Customer advising the Customer of the EA intention to visit the Customer's residence for the purpose of recovering monies owed in line with the Taking Control of Goods Act 2014;
"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 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 offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>

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"On Hold"	the process of the Supplier suspending all action on an Account or case;
"Open Book Costs"	the Supplier Costs calculated and aligned to the Open Book Data requirements;
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs 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 grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Operational Change"	<p>any Change in the Supplier's operational procedures, undertaken in accordance with Paragraph 6 of Part B of Joint Schedule 2 (Variation Form and Change Control Procedure), which when implemented:</p> <ul style="list-style-type: none"> a) will not:

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	<p>(i) affect the Charges and will not result in any other costs to the Relevant Authority;</p> <p>(ii) adversely affect the interfaces or interoperability of the Deliverables with any Relevant Authority IT infrastructure;</p> <p>(iii) require a Variation to the Framework Contract and/or any Call-Off Contract; and</p> <p>b) may change the way in which the Deliverables are delivered but not adversely affect the output of the Deliverables or increase risks in performing or receiving the Deliverables;</p>
“Operational Manual”	a detailed record maintained and updated by the Supplier and agreed by the Buyer of all Supplier Staff, systems, interfaces, vehicles, processes and procedures and broader infrastructure relating to the Services, that shall be provided to the Buyer at the times, intervals and occasions stipulated by the Buyer;
“On-line Assets Sale”	the sale of Customer or Buyer assets by the Supplier via the internet;
“On-Screen Interfaces”	the software and systems, provided by the Supplier to the Buyer that enable access to and delivery of the Service;
“Optional Pricing”	the prices available for Optional Services;
“Optional Services”	those non-mandatory Services to be delivered to the Buyer by the Supplier as set out in each Part of Framework Schedule 1 (Specification);
"Order"	an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract; and “Ordered” shall be construed accordingly;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
“Original Debt Balance”	the Debt balance, according to the buyer, when the Customer Account was initially Placed with the Supplier by the Buyer;
“Other Charges”	Charges that are not expressly set out in Framework Schedule 3 (Framework Pricing) but which are referred to in the Specification;
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
“Other Service Provider” or “OSP”	a supplier or contractor of the Buyer who provides the Buyer with goods and/or services but is not a party to the Call-Off Contract;

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"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";
"Paid-Over"	the transfer of funds by the Supplier to the Buyer where those funds were collected by the Supplier and any Subcontractor as part of the delivery of the Services;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Pass Through Charges"	the costs and fees relating to Services provided by persons other than the Supplier which the Supplier is permitted to pass directly through to the Buyer without adding any additional cost, value or risk, in accordance with the provisions of the Buyer's Call-Off Contract, and within the Managed Collections Services the Allowable DCA Commission Charge as set out in Framework Schedule 3 (Framework Prices);
"Payment Arrangements"	any agreed arrangement between the Supplier or applicable subcontractors and a Customer relating to repayment of debt owed to the Buyer;
"Payment Card Industry Data Security Standard" or "PCI-DSS"	the Standards set by the payment cards industry standards council (see: http://www.pcisecuritystandards.org/)
"Payment Reference Number"	a unique reference number applied by the Supplier to each Customer payment;
"Penalty Charge Notice" or "PCN"	a written notice issued to motorists found in contravention of parking restrictions, waiting restrictions and some moving traffic offences that are treated as civil, not criminal, offences and that request payment of a penalty charge associated with the contravention;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;

Joint Schedule 1 (Definitions)

Call Off Ref: [Redacted]

“Personal Data Breach”	has the meaning given to it in the UK GDPR;
“Personnel”	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
“Placed”	an Account which has been referred (i.e. on the date the Placement file is received by the Supplier) by a Buyer to the Supplier for the provision of one or more Ordered Deliverables, and “Placement” shall be construed accordingly;
“Placement Date”	the date following the first complete Working Day after the Order has been Placed with the Supplier for Deliverables, unless otherwise agreed in writing by the Parties;
“Placement Period”	the period of time the Account shall remain Placed with the Supplier, commencing on the Placement Date, subject to any Time-To-Pay Arrangement entered into during this period, unless the Debt is recalled earlier by the Buyer or the Outstanding Balance is reduced to zero;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistleblower 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 ;
“Presenting Officer” or “PO”	a person appointed to present a case to a court on behalf of the Buyer;
“Price Adjustment”	the Charges paid by the Buyer to the Supplier in respect of the Service Management Fee;
“Price Adjustment Proposal”	the documented methodology and calculations relating to a proposed price adjustment as set out in Paragraph 6.1 to 6.3 of Framework Schedule 3 (Framework Prices);
“Pricing Proposals”	a written proposal that the Supplier must provide to the Buyer for the Buyer's Approval, that estimated or confirms (as applicable) the Charges that the Buyer will incur if the Supplier delivers the Supplier's proposed litigation action(s) in line with the Service;
“Processing”	has the meaning given to it in the UK GDPR;
“Processor”	has the meaning given to it in the UK GDPR;
“Products”	the singular or combination of Supplier Staff, IT, software, processes, data, information and all infrastructure provided by the Supplier to deliver the Services, as appropriate, to the Service as defined within Framework Schedule 1 (Specification);
“Profit”	the Supplier's revenue from the Service minus Actual, Allowable costs and excluding Tax;

Joint Schedule 1 (Definitions)

Call Off Ref: [Redacted]

"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 Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p> <p>ii) reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <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>
"Propensity Score"	a score derived by the Supplier and provided to the Buyer using a range of data sources relating to a Customer's propensity to pay Debts and other monies owed;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.

Joint Schedule 1 (Definitions)

Call Off Ref: [Redacted]

"Public Sector Standards"	each Standard, policy and guidelines identified as "Public Sector Standards" in Paragraph 10 of Framework Schedule 1 (Specification);
"Quality Plan"	the plan that ensures that all aspects of the Deliverables are the subject of quality management systems and are consistent with the Standards;
"Queries"	a request for information or clarification from the Customer or Supplier relating to the Services;
"Quotation"	a non-binding indicative price provided to the Buyer by the Supplier when the Variation procedure does not apply;
"R&A"	research and analysis relating to the Buyer's Advocacy Service as detailed in Part E of Framework Schedule 1 (Specification) and in accordance with the terms of their Call-Off Contract;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: 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 10.3.1 to 10.3.4 (Rectification Plan Process);
"Registered Keeper"	the person registered with the DVLA or the foreign equivalent of the DVLA as keeper of a vehicle as the Service dictates;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	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 that the Buyer will reimburse as set-out within their Call-Off Contract and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the

Joint Schedule 1 (Definitions)

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	<p>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>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</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 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;

Joint Schedule 1 (Definitions)

Call Off Ref: [Redacted]

"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Residential Trace and Collect"	the Service relating to the use of data, information and debt collection systems, people, processes and infrastructure to locate and correctly identify Customers and individuals and their addresses and collect Debts from those Customers and individuals as instructed by the Buyer;
"Revenue"	Charges paid by the Buyer and received by the Supplier for the Services;
"Revenue Band"	the thresholds relating to the value (in pounds sterling (£)) of Managed Service Provider revenue from the Managed Collections Service;
"Revised Service Management Fee"	as defined in Paragraph 3.3 of Framework Schedule 3 (Framework Prices);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Secure File Transfer Mechanism"	a method of securely transferring materials and files containing data and information relating to the provision of the Services, between the Buyer Supplier and Other Service Providers, as applicable;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security Requirements) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Requirements"	the requirements set out Annex 1 of Call-Off Schedule 9 (Security Requirements) that the Supplier must comply with: a) as a Condition Precedence to being awarded a particular Lot under this Framework Contract, and b) throughout the Contract Period of the Contract;
"Seizure"	the taking possession of goods or assets according to lawful procedures;

Joint Schedule 1 (Definitions)

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"Self Audit Certificate"	the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Delivery Month"	a Month within which the Service was Delivered;
"Service Fees"	the Monthly service charge payable by the Buyer for support activities relating to the Affordability and Assessment and Monitoring Services;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Management Fee Recalculation"	Has the meaning set out in Paragraph 3.4 of Framework Schedule 3 (Framework Prices);
"Service Management Fee Revenue"	the Charges that the Supplier has received relating specifically to the provision of a Managed Service and excluding any Pass-Through Charges;
"Service Management Fee"	Charges payable by the Buyer to the Managed Service Provider (MSP) based on a fixed percentage of gross collections as set out in Part A Annex 1 URN 1.0 of Framework Schedule 3 (Framework Prices);
"Service Period"	has the meaning given to it in the Order Form;
"Service Solution Document"	a document providing detailed information relating to the Supplier Staff, processes, systems, services, suppliers, infrastructure, dependencies, risks and costs associated with any Change Control Procedure proposal;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Set-Up Charge"	the Charge payable by Buyers to Suppliers to meet bespoke Buyer requirements Ordered, in accordance with Paragraph 2 or Schedule 3 (Framework Prices);
"Set-Up Cost"	the cost incurred by the Supplier relating to the work required by the Supplier to meet the Buyer requirements as set out in Paragraph A of Framework Schedule 3 (Framework Prices and

Joint Schedule 1 (Definitions)

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	Set-Up Costs may differ from the Set-Up Charge if any or all of the Set-Up Costs are not chargeable;
"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;
"SMART"	an acronym for specific, measureable, achievable, realistic and time-bound;
"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;
"Social Value Deliverables"	as defined in Paragraph 16 of Part A of Framework Schedule 1 (Specification)
"Social Value Plan"	the plan developed by the Supplier that details the methodology, timing, resources, Supplier Staff, and Key Staff, relating to the Social Value Deliverables it will deliver as a result of being awarded the Contract;
"Social Value Proposals"	the proposals made by the Supplier relating to Social Value which it will deliver under the terms of the Contract;
"Solicitors Regulatory Authority" or "SRA"	the regulatory body that regulates solicitors in England and Wales;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specific Requirements"	the specific Specification requirements that each Supplier must comply with as set out in Parts B to L of Framework Schedule 1 (Specification), which relate to the specific Deliverables Ordered by a Buyer under the Call-Off Contract, and these are in conjunction the Supplier complying with Part A (General Requirements) of Framework Schedule 1 (Specification);
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;

Joint Schedule 1 (Definitions)

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"Standard Change"	a Change that is not a Fast Track Change and which is further described in Paragraph 2 of Joint Schedule 2 (Variation Form and Change Control Procedure);
"Standard Financial Statement"	the Money and Pension Service's Standard Financial Statement that is to be used by the Supplier as part of their Customer Affordability Assessment;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Charges"	Charges payable for the storage of Buyer owned or controlled Goods and/or Assets, Ordered as part of the Services;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;

Joint Schedule 1 (Definitions)

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

Joint Schedule 1 (Definitions)

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"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 Social Value Action Plan"	has the meaning given to it in Paragraph 3.22 of Part A of Framework Schedule 1 (Specification);
"Supplier Solution"	the solution provided by the Supplier which describes the way in which the Supplier will deliver the Services as set out within Framework Schedule 2 (Framework Tender);
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Support Fees"	the fees Chargeable by the Supplier to the Buyer, for those aspects of the Service expressly permitted to be Charges to the Buyer under the Contract, and which do not fall within the Affordability and Monitoring Service Charges at Part D of Framework Schedule 1 (Specification);
"Support Team"	the Supplier Staff responsible for providing support to the Buyer in the delivery of the Services;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Targeted Enforcement"	specific actions relating to specific individuals or groups of individuals, as defined by the Buyer, to be delivered by the Supplier;
"Tax"	<p>a) all forms of taxation whether direct or indirect;</p> <p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>

Joint Schedule 1 (Definitions)

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"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" 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;
"Time-To-Pay Arrangement"	an agreement entered into by or on behalf of the Buyer and Customer for payment of the Debt in instalments;
"Tranche"	all Debts of the same Debt Type Placed by the Buyer for Collection within a Month;
"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 a 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 Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"UKAS"	United Kingdom Accreditation Service;
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"Unique Reference Number" or "URN"	the reference that enables Buyers and Suppliers to identify the Service and the associated Deliverables within the Framework Schedule 1 (Specification) and Schedule 3 (Framework prices)

Joint Schedule 1 (Definitions)

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	and that shall be used to identify the Services required and the associated Prices in any Call-Off Order Form
"Unit"	one standard single segment or element of a Service;
"Unit Price"	the price payable for a Unit or part of a Unit, in the context of a specific Service;
"Variable Percentage"	a percentage that is variable relating to Commission Based Prices;
"Variation"	any change to a Contract, including a Change made under the Change Control Procedure and an Operational Change made in accordance with Paragraph 6 of Joint Schedule 2 (Variation Form and Change Control Procedure);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Vehicle Charges"	the charges relating to the Supplier's use of vehicles in delivering the Auctioneers Service as per URN 8.0 Table 1 in Framework Schedule 3 (Framework Prices);
"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 Order 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; and
"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 lunchbreaks.