

SCHEDULE 9

CALL-OFF TERMS AND CONDITIONS

THE CUSTOMER HAS THE OPTION TO USE: -

- **THE CALL-OFF TERMS AND CONDITIONS OUTLINED BELOW;**
- **THEIR OWN TERMS AND CONDITIONS;**
- **ONE OR MORE OF THE ABOVE WHERE THERE IS JUSTIFICATION TO DO SO**

THE FORM OF CONTRACT TO BE USED WHEN CALLING OFF THIS AGREEMENT SHALL BE MADE KNOWN TO THE SUPPLIER AT THE INVITATION TO TENDER STAGE.

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INTERPRETATION

1.1 In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below: -

"Agreement"	means the Agreement for ecm 12469 DWP Arrest Warrants for the Child Maintenance Service between the Customer and the Provider dated 6 th January 2025.
"Approval" and "Approved"	means the written consent of the Customer
"Auditor"	means the National Audit Office or an auditor appointed by the National Audit Office or the Customer as the context requires or such other auditor as may have been appointed in relation to the Customer
"Call-Off"	means the issue of an Invitation to Tender in relation to any contract to be awarded under the solution
"Commencement Date"	means the date set out in the Order Form
"Commercially Sensitive Information"	<p>means the Confidential Information listed in the Order Form comprised of information: -</p> <p>(a) which is provided by the Provider and designated as commercially sensitive information by the Customer for the period set out in that Order Form</p>
"Confidential Information"	<p>means: -</p> <p>(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party; and</p> <p>(b) the Commercially Sensitive Information,</p> <p>and does not include any information: -</p> <p>(i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 29;</p> <p>(ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;</p> <p>(iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or</p> <p>(iv) is independently developed without access to the Confidential Information</p>
"Contract"	means the written agreement between the Customer and the Provider consisting of the Order Form and these clauses save

that for the purposes of Clause 6.1 only, reference to Contract shall not include the Order Form

"Contract Period"

means the period from the Commencement Date to: -

- (a) the date of expiry set out in Clause 2; or
- (b) following an extension pursuant to Clause 3 the date of expiry of the extended period; or
- (c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract

"Contract Price"

means the price (exclusive of any applicable VAT), payable to the Provider under the Contract, as set out in the Order Form, for the full and proper performance by the Provider of its obligations under the Contract

"Contracting Authority"

means YPO and any Contracting Authority for the purposes of the Public Contracts Regulations 2015 other than the Customer(s)

"Crown"

means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf

"Customer(s)"

means the Contracting Authority(s) identified in the Order Form

"Data Loss Event"

means any event that results, or may result, in unauthorised access to Personal Data held by one Party acting as a Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data breach

"Data Processor"

has the meaning given to it in the Data Protection Legislation, as amended from time to time

"Data Protection Legislation" or "DPA"

the UK General Data Protection Regulations, the Data Protection Act 2018 as amended from time to time and all applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such Law

"Data Subject"

has the meaning given to it in the Data Protection Legislation, as amended from time to time

"Data Subject Access Request"

means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access their Personal Data;

"Default"

means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission,

	negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other
"Deliverables"	means those deliverables listed in the Order Form
"Environmental Information Regulations"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
"Equipment"	means the Provider's equipment, plant, materials and such other items supplied and used by the Provider in the performance of its obligations under the Contract
"FOIA"	means the Freedom of Information Act 2000 and any subordinate Law made under this 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 Law
"Force Majeure"	<p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; pandemic; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, (including any law or action taken by government taken in response to any of the above) but excluding: -</p> <ul style="list-style-type: none">(a) any industrial action occurring within the Provider's or any sub-contractor's organisation;(b) the failure by any sub-contractor to perform its obligations under any sub-contract;(c) any other law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
"Fraud"	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud YPO or a Contracting Authority
"Good Industry Practice"	means standards, codes, practices, methods and procedures conforming to the Law and 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 in a similar type of undertaking under the same or similar circumstances
"Improvement Notice"	means a notice issued on the Provider to improve Minor Defaults of the Agreement, the Contract or the Order Form instructing the Provider to improve or remedy any Minor Defaults in the provision of the Services

"Information"	has the meaning given under section 84 of the FOIA
"Initial Contract Period"	means the period from the Commencement Date to the date of expiry set out in Clause 2, or such earlier date of termination or partial termination of the agreement in accordance with the provisions of the Contract
"Intellectual Property Rights" and "IPRs"	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
"Key Personnel"	means any individual identified in the Order Form as being key personnel
"Law"	means any applicable Act of Parliament, subordinate law within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Provider is bound to comply
"Material Default"	means any breach of Clauses 5 (Provision of Management Information), 10 (Conflicts of Interest), 11 (Prevention of Fraud), 13 (Provision of Services), 14 (Manner of Providing Services) 22 (Bribery and Corruption), 23 (Discrimination), 27 (Data Protection), 28 (Freedom of Information), 29 (Confidential Information), 32 (Records and Audit Access), 33 (Transfer and Sub-contracting), 43 (Warranties and Representations)
"Minor Default"	means any breach of the Agreement, the Contract or the Order Form which may be either a partial breach or a breach not so severe to warrant a Material Default;
"Month"	means calendar month
"Order"	means the order submitted by the Customer to the Provider in accordance with the Call-Off
"Order Form"	means the order submitted to the Provider by the Customer in accordance with the Contract which sets out the description of the Services to be supplied including, where appropriate, the Key Personnel, the timeframe, the Deliverables and the Quality Standards
"Parent Company"	means any company which is the ultimate Holding Company of the Provider or any other company of which the ultimate Holding Company of the Provider is also the ultimate Holding Company, and which is either responsible directly or indirectly for the business activities of the Provider or which is engaged by the same or similar business to the Provider. The term "Holding Company" shall have the meaning ascribed in Section 1261 of the Companies Act 2006 or any statutory re-enactment or amendment thereto
"Party"	means the Provider or the Customer

"Personal Data"	has the meaning given to it in the Data Protection Legislation as amended from time to time;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing and " Process " and " Processed " shall be interpreted accordingly;
"Prohibited Act"	<p>means any of the following acts, as described in the Bribery Act 2010:</p> <ul style="list-style-type: none">(a) to directly or indirectly offer, promise or give any person working for or engaged by YPO or another Contracting Authority a financial or other advantage to:<ul style="list-style-type: none">(i) induce that person to perform improperly a relevant function or activity; or(ii) reward that person for improper performance of a relevant function or activity;(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 this Contract;(c) committing any offence:<ul style="list-style-type: none">(i) under the Bribery Act;(ii) under Law creating offences concerning fraudulent acts;(iii) at common law concerning fraudulent acts relating to this Contract; or <p>defrauding, attempting to defraud or conspiring to defraud YPO or any other Contracting Authority.</p>
"Property"	means the property, other than real property, issued or made available to the Provider by the Customer in connection with the Contract
"Provider"	means the person, firm or company with whom the Customer enters into the Contract as identified in the Order Form
"Quality Standards"	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the Food Standards Agency, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Provider would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form) and any other quality standards set out in the Order Form
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes

	of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer
"Replacement Provider"	means any third-party provider appointed by the Customer, to provide any Services which are substantially similar to any of the Services, and which the Customer receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract
"Request for Information"	shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "Request" shall apply)
"Services"	means the Services to be supplied as specified in the Order Form
"SME"	means 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-sized enterprises
"Staff"	means all persons employed by the Provider to perform its obligations under the Contract together with the Provider's servants, agents and sub-contractors used in the performance of its obligations under the Contract
Staff Vetting Procedures	means the Customer's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measure.
"Sub-Processor"	means any third Party appointed to Process Personal Data on behalf of the Supplier related to this Contract;
"Tender"	means the document(s) submitted by the Provider to the Customer in response to the Customer's Invitation to Tender to provide the Customer with the Services;
"Variation"	has the meaning given to it in Clause 35;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
"VCSE"	means a non-governmental organisation that is value-driven and which principally invests its surpluses to further social, environmental or cultural objectives
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales

The interpretation and construction of the Contract shall be subject to the following provisions: -

- 1.2 Words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.3 Words importing the masculine include the feminine and the neuter;

- 1.4 The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 1.5 References to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.6 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.7 Headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.8 Reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 1.9 Reference to any employees of the Provider shall not be deemed to include the Provider's agents and sub-contractors unless expressly stated; and
- 1.10 "Time" shall be construed to be British Summer Time or Greenwich Mean Time or any other arrangement prevailing generally within England for the time being during the Contract Period.

2. INITIAL CONTRACT PERIOD

- 2.1 The Contract shall take effect on the Commencement Date and shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under Clause 3.

3. EXTENSION OF INITIAL CONTRACT PERIOD

- 3.1 Subject to satisfactory performance of its obligations under the Contract by the Provider during the Initial Contract Period, the Customer may, by giving written notice to the Provider not less than three months prior to the last day of the Initial Contract Period, extend the Contract for any further period specified in the Order Form. The provisions of the Contract will apply throughout any such extended period.

4. PROVIDER STATUS

- 4.1 At all times during the Contract Period, the Provider shall be an independent Provider and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

5. PROVISION OF MANAGEMENT INFORMATION

- 5.1 The Provider shall submit management information (**MI**) to the Customer in such form as may be specified, throughout the Contract Period on the last day of every month and thereafter in respect of any Call-Off Contract entered into with the Customer.
- 5.2 The Customer may share the MI supplied by the Provider with any Contracting Authority.
- 5.3 The Customer may make changes to the MI which the Provider is required to supply and shall give the Provider at least one (1) month's written notice of any changes. Any costs of provided information incurred as a result of these changes shall be borne by the Provider.
- 5.4 In addition to any other management information requirements set out in this Contract, the Provider acknowledges and agrees that it shall, at no charge to the Customer, provide timely,

full, accurate and complete SME management information reports to the Customer which incorporate the data described in the MI reporting template which is:

- 5.4.1 the total contract revenue received directly on a specific contract;
 - 5.4.2 the total value of sub-contracted revenues under the contract (including revenues from non-SMEs/non-VCSEs); and
 - 5.4.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 5.5 The SME management information reports shall be provided in the correct format as required by the MI reporting template and any guidance issued by the Customer from time to time. The Provider shall use the initial MI reporting template provided by the Customer which may be changed from time to time (including the data required and/or format) by the Customer by issuing a replacement version. The Customer shall give the Provider at least thirty (30) days' notice in writing of any such change and shall specify the date from which it may be used.
- 5.6 The Provider further agrees and acknowledges that it may not make any amendment to the current MI reporting template without the prior written approval of the Customer.

6. CUSTOMER OBLIGATIONS

- 6.1 Save as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Customer to the Provider.
- 6.2 The Customer shall select a Provider for Orders in accordance with the Award Criteria outlined in the Invitation to Tender.
- 6.3 The Customer will endeavour to have their Order annotated with the relevant Contract reference number, but this cannot be guaranteed on all Orders.
- 6.4 The Customer shall respond to any reasonable request for information from the Provider.
- 6.5 The Customer will assign an authorised representative who will liaise with the Provider's Contract Manager, to ensure both parties use reasonable endeavours to meet the milestones determined in the Implementation Plan where such a plan is appropriate.
- 6.6 Subject to clause 6.7 the Customer shall ensure that all Orders are awarded in accordance with the provisions of this Contract and in accordance with the Public Contracts Regulations 2015 (and any subsequent re-enactment thereof).
- 6.7 Where the Contract has the following conditions fulfilled, the Public Contract Regulations 2015 including all obligations, requirement or remedies included within, will not apply to that award or Contract. Those conditions are that:
- 6.7.1 The Contract is for a pecuniary interest concluded in writing by means of which the Customer entrusts the provision and the management of Services to the Provider, the consideration of which consists either solely in the right to exploit the services that are the subject of the contract or in that right together with payment;
 - 6.7.2 the award of the contract shall involve the transfer to the Provider of an operating risk in exploiting the Services encompassing demand or supply risk or both; and

6.7.3 the part of the risk transferred to the Provider shall involve real exposure to the vagaries of the market, such that any potential estimated loss incurred by the Provider shall not be merely nominal or negligible.

6.8 Where the conditions for the nature of the Contract set out at 6.7 are met, the Customer will not vary or place any Order or Orders that exceeds the relevant threshold amount for concessions contracts as set out in Regulation 9 of the Concession Contract Regulations 2016 as updated from time to time.

7. ENTIRE AGREEMENT

7.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt within it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

7.2 Each of the Parties acknowledge and agree that by entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either Party for any such statements, representation, warranty or understanding shall be for breach of contract under the terms of the Contract.

7.3 Nothing in Clauses 7.1 and 7.2 shall operate to exclude Fraud or fraudulent misrepresentation.

7.4 In the event of and only to the extent of any conflict between the Order Form, the clauses of the Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence: -

7.4.1 Law and/or code of practice;

7.4.2 the Order Form;

7.4.3 the clauses of the Contract; and

7.4.4 any other document referred to in the clauses of the Contract.

7.5 For the avoidance of doubt any terms that the Provider may seek to impose and which in any way vary or contradict these Contract Order terms shall be excluded and not form part of the Order

7.6 The Contract may be executed in counterparts each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute the one agreement.

8. NOTICES

8.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

8.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in Clause 8.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters or item of electronic mail.

8.3 For the purposes of Clause 8.2, the address of each Party shall be: -

8.3.1 For the Customer: the address set out in the Order Form.

8.3.2 For the Provider: the address set out in the Order Form.

8.4 Either Party may change its address for service by serving a notice in accordance with this clause.

9. MISTAKES IN INFORMATION

9.1 Subject to Clause 9.2, the Provider shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Provider in connection with the provision of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

9.2 The Provider shall not be responsible for any losses suffered as a result of the Customer providing inaccurate or incomplete information to the Provider.

10. CONFLICTS OF INTEREST

10.1 The Provider shall take appropriate steps to ensure that neither the Provider nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider or Staff and the duties owed to the Customer under the provisions of the Contract.

10.2 The Provider shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in Clause 10.1 above arises or is reasonably foreseeable.

10.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

10.4 This Clause shall apply during the Contract Period and for a period of two (2) years after expiry of the Contract Period.

11. PREVENTION OF FRAUD

11.1 The Provider shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Staff and the Provider (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

11.2 The Provider shall notify the Customer and YPO immediately if it has reason to suspect that any Fraud has occurred, is occurring or is likely to occur.

11.3 If the Provider or its Staff commits any Fraud in relation to this or any other contract with YPO, a Contracting Authority or the Customer, the Customer may: -

11.3.1 terminate the Contract with immediate effect by giving the Provider notice in writing and recover from the Provider the amount of any loss suffered by the Customer resulting from the termination including the cost reasonably incurred by the Customer of making other arrangements for the provision of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; and/or

11.3.2 recover in full from the Provider any other loss sustained by the Customer in consequence of any breach of this Clause.

12. SUPPLY CHAIN VISIBILITY

- 12.1 Where the total value of this Contract is above five million pounds (£5,000,000) per annum, the Provider shall:
- 12.1.1 subject to Clause 12.3, advertise on Contracts Finder all sub-contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of thirty thousand pounds (£30,000) that arise during the Contract Period;
 - 12.1.2 within ninety (90) days of awarding a sub-contract to a sub-contractor, update the notice on Contracts Finder with details of the successful sub-contractor;
 - 12.1.3 monitor the number, type, and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
 - 12.1.4 provide reports on the information at Clause 5.4 to the Customer in the format and frequency as reasonably specified by the Customer; and
 - 12.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 12.2 Each advert referred to in Clause 12.1.1 above shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Provider.
- 12.3 The obligation at Clause 12.1.1 shall only apply in respect of sub-contract opportunities arising after the contract award date.
- 12.4 Notwithstanding this Clause 12, the Customer may by giving its prior written approval, agree that a sub-contract opportunity is not required to be advertised on Contracts Finder.

13. PROVISION OF THE SERVICES

- 13.1 The Provider shall provide the Services during the Contract Period in accordance with the Customer's requirements as set out in the Contract and the Order Form. The Customer may inspect and examine the manner in which the Provider supplies the Services during normal business hours on reasonable notice.
- 13.2 If the Customer informs the Provider in writing that the Customer reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a default on the part of the Customer, the Provider shall at its own expense re-schedule and provide or carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Customer.
- 13.3 The Provider acknowledges that in entering into this Contract no form of exclusivity has been granted by the Customer and that the Customer is at all times entitled to enter into other contracts and arrangements with other providers for the provision of any or all Services which are the same as or similar to the Services provided under the terms of the Contract.

14. MANNER OF PROVIDING SERVICES

- 14.1 The Provider shall at all times comply with the relevant Law, Codes of Conduct and regulations governing the provision of Services.
- 14.2 Where applicable the Provider shall maintain and shall ensure that any agents, staff or sub-contractors utilised in the provision of the Services maintain accreditation and certification with the relevant authorisation body. To the extent that the standard of Services has not been

specified in the Contract the Provider shall agree the relevant standard of the Services with the Customer prior to the provision of the Services, in any event the Provider shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

- 14.3 The Provider shall ensure that all Staff providing the Services shall do so with all due skill, care and diligence and shall possess such qualifications, certification, skills and experience as are necessary for the proper provision of the Services.

15. KEY PERSONNEL

- 15.1 The Parties have agreed to the appointment of the Key Personnel. The Provider shall and shall procure that any sub-contractor shall obtain the prior Approval of the Customer before removing or replacing any Key Personnel during the Contract Period, and, where possible, at least one (1) month's written notice must be provided by the Provider of its intention to replace Key Personnel.
- 15.2 The Customer shall not unreasonably delay or withhold its consent to the appointment of a replacement for any relevant Key Personnel by the Provider, their agents or sub-contractors. The Customer may interview the candidates for Key Personnel positions before they are appointed.
- 15.3 The Provider acknowledges that the Key Personnel are essential to the proper provision of the Services to the Customer. The Provider shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
- 15.4 The Customer may also require the Provider to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall in no circumstances be liable to the Provider or to their employee in respect of any liability, loss or damage occasioned by such removal and the Provider shall provide an indemnity for any claim made by such employee. The Customer will also not be liable for the cost of replacing any Key Personnel.

16. PROVIDER STAFF

- 16.1 The Provider shall comply with the Staff Vetting Procedures in respect of all Provider Staff employed or engaged by the Provider at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedure.

17. OFFERS OF EMPLOYMENT

- 17.1 For the duration of the Contract and for a period of twelve (12) Months thereafter neither the Customer nor the Provider shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

18. CONTRACT PERFORMANCE

- 18.1 In supplying the Services the Provider shall perform its obligations under the Contract:
- 18.1.1 with appropriately experienced, accredited, certified, qualified and trained Staff;
- 18.1.2 in a timely manner; and in compliance with applicable Laws.
- 18.2 The Provider shall ensure that:
- 18.2.1 the Services conform in all respects with the specifications set out, in the Invitation to Tender, the Order Form and where applicable the Contract or any sample Approved by the Customer

18.2.2 the Services operate in accordance with the relevant technical specifications and correspond with the requirements set out in the Order Form;

18.2.3 the Services conform in all respects with all applicable Laws; and

18.2.4 the Services comply with the relevant Law, Codes of Conduct and regulations governing the provision of Services.

18.3 The Provider shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to the Good Industry Practice and (without limiting the generality of this Clause 18.3) in accordance with its own established internal procedures.

19. PAYMENT AND CONTRACT PRICE

19.1 In consideration of the Provider's performance of its obligations under the Contract, the Customer shall pay the Contract Price in accordance with Clause 19.

19.2 The Customer shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Provider a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

19.3 Unless otherwise expressly stated in the Agreement, the Contract or the Order Form, no claim by the Provider will be allowed for any addition to the Contract Price on the grounds of any matter relating to any document forming part of the Agreement, the Contract or the Order Form or any ambiguity or discrepancy therein on which an experienced Provider could have satisfied himself by reference to the Customer or any other appropriate means.

19.4 The Customer shall pay all sums due to the Provider if properly due and applicable in cleared funds within thirty (30) days of receipt of a valid invoice submitted in accordance with the payment profile set out in the Order Form.

19.5 The Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services provided and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.

19.6 Where the Provider enters into a sub-contract for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due by the Provider to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice, as defined by the sub-contract requirements.

19.7 The Provider shall add VAT to the Contract Price at the prevailing rate as applicable.

19.8 The Provider shall indemnify YPO and the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on YPO and/or the Customer at any time in respect of the Provider's failure to account for or to pay any VAT relating to payments made to the Provider under the Contract. Any amounts due under this Clause 19.8 shall be paid by the Provider to the YPO and/or the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable.

19.9 The Provider shall not suspend the provision of the Services unless the Provider is entitled to terminate the Contract under Clause 44 for failure to pay undisputed sums of money.

20. SET OFF

20.1 The Provider shall not be entitled to retain or set-off any amount due to YPO or the Customer by it but the Customer may retain or set-off any amount owed to it by the Provider under this Contract which has fallen due and payable against any amount due to the Provider under this Contract.

- 20.2 If the payment or deduction of any amount referred to in Clause 20.1 is disputed, then any undisputed element of that amount shall be paid and the disputed element shall be dealt with in accordance with the Dispute Resolution Procedure.

21. RECOVERY OF SUMS DUE

- 21.1 Wherever under the Contract any sum of money is recoverable from or payable by the Provider (including any sum which the Provider is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Provider under the Contract or under any other agreement or contract with the Customer.
- 21.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 21.3 The Provider shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Provider.
- 21.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

22. BRIBERY AND CORRUPTION

- 22.1 The Provider:
- 22.1.1 has not, will not, and will procure that its staff (and any agents or sub-contractors) have not committed and will not commit a Prohibited Act in connection with this Contract:
 - 22.1.2 has not given and will not give any fee or reward to any person which it is an offence under Section 117(2) of the Local Government Act 1972 to receive; and
 - 22.1.3 represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by YPO or the Customer or that a contract has been reached to that effect in connection with the securing or execution of this contract, or any other contract with YPO or the Customer, excluding any arrangements of which full details have been disclosed in writing to YPO and/or the Customer prior to the execution of this contract
- 22.2 The Provider will upon request provide the Customer with all reasonable assistance to enable the Customer to perform any activity required for the purposes of complying with the Bribery Act, as may be required of the Customer by any relevant government or agency in any relevant jurisdiction. Should the Customer request such assistance the Customer shall pay the reasonable expenses of the Provider arising as a result.
- 22.3 The Provider will provide to the Customer certification (if requested to do so) in writing and signed by an officer of the Provider, of the compliance with this Clause 22 by:
- 22.3.1 the Provider;
 - 22.3.2 all persons associated with the Provider; and
 - 22.3.3 any other persons who are supplying Services in connection with this Contract.

- 22.4 Certification will be provided to the Customer within fifteen (15) Working Days of the Commencement Date and annually thereafter for the Contract Period. The Provider will provide any evidence of compliance as may reasonably be requested by the Customer.
- 22.5 The Provider will have in place an anti-bribery policy for the purpose of preventing any of its staff from committing any Prohibited Act. Such policy shall be disclosed to the Customer and enforced by the Provider where appropriate.
- 22.6 Should the Provider become aware of or suspect any breach of Clause 22 it will notify the Customer immediately.
- 22.7 Following notification under Clause 22.3, the Provider will respond promptly and fully to the enquiries of the Customer, cooperate with any investigation undertaken by the Customer and allow the Customer to audit any books, records and other relevant documentation. The Provider's obligations under this Clause 22.4 shall survive the expiry or termination of this Contract for a further period of six (6) Years.
- 22.8 The Customer may recover in full from the Provider and the Provider shall indemnify the Customer in full from and against any other loss sustained by the Customer in consequence of any breach of this Clause 22, whether or not the Contract has been terminated.
- 22.9 The Customer may terminate this Contract and any Order immediately upon serving written notice if the Provider, its Staff or any sub-contractor's staff whether or not acting with the Provider's knowledge, breaches Clause 22.1. Before exercising its right of termination under this Clause 22.6 the Customer will give all due consideration to other action beside termination unless the Prohibited Act is committed by:
- 22.9.1 the Provider or a senior officer of the Provider; or
- 22.9.2 a member of Staff, agents or sub-contractors who are not acting independently of the Provider. The expression 'not acting independently of' (when used in relation to the Provider or sub-contractor) means and shall be construed as acting;
- (a) with the authority of;
- (b) with the actual knowledge; of any one or more of the Provider's, agents or sub-contractor's (as applicable) directors or Partners; or
- (c) in circumstances where any one or more of the directors (or Partners) of the Provider, their agent or sub-contractor (as applicable) ought reasonably to have had knowledge.
- 22.10 Any notice of termination by the Customer under Clause 22.6 must specify:
- 22.10.1 nature of the Prohibited Act;
- 22.10.2 the identity of the person whom the Customer believes has committed the Prohibited Act;
- 22.10.3 the date on which this Contract will terminate.
- 22.11 In the event of any breach of Clause 22.1 the Customer is entitled to recover from the Provider the value of any gift, consideration or commission.
- 22.12 Notwithstanding Clause 53 any dispute relating to:
- 22.12.1 the interpretation of this Clause 22; or
- 22.12.2 the amount or value of any gift, consideration, commission or other financial advantage

shall be determined by the Customer and its decision shall be final and conclusive

22.13 Termination under Clause 22 will:

22.13.1 be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer under this Contract;

22.13.2 prohibit the Provider from claiming any damages for early termination; and

22.13.3 allow the Customer to recover from the Provider the amount of any loss suffered by the Customer resulting from the termination; or

22.13.4 entitle the Customer to be indemnified by the Provider for any additional costs, losses, damages or expenses incurred in re-procuring and obtaining the Services from another party.

23. DISCRIMINATION

23.1 The Provider shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

23.2 The Provider shall take all reasonable steps to secure the observance of Clause 23.1 by all servants, employees or agents of the Provider and all Providers and sub-contractors employed in the execution of the Contract.

24. THE CONTRACTS (RIGHTS OF THIRD PARTYS) ACT 1999

24.1 A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act and does not apply to the Crown.

25. ENVIRONMENTAL REQUIREMENTS

25.1 The Provider shall, perform its obligations under the Contract in accordance with the Customer's environmental policy, which is 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.

26. HEALTH AND SAFETY

26.1 The Provider shall promptly notify YPO and the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.

26.2 The Provider shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract where that incident causes any personal injury or damage to property which could give rise to personal injury.

26.3 The Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons in the provision of the Services under the Contract.

26.4 The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.

27. DATA PROTECTION

- 27.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. Clause 27 is in addition to, and does not relieve, remove, or replace a Party's obligations or rights under the Data Protection Legislation.
- 27.2 Where Personal Data is Processed in connection with the exercise of the Parties' rights and obligations under this Contract, the Parties acknowledge that the Customer is the Data Controller (the "**Controller**"), and the Provider is the Data Processor (the "**Processor**") except in respect of the use of Body Worn Cameras where the Provider is the Data Controller (the "**Controller**") and the Customer is the Processor (the "**Processor**")
- 27.3 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract: -
- 27.3.1 process the Personal Data only in accordance with the Controller's written instructions which are set out in Schedule 5 to Order Form Appendix 3 unless the Processor is required by Law to otherwise Process the Personal Data. Where the Processor relies on Law as the basis for Processing Personal Data, the Processor shall promptly notify the Controller prior to Processing, unless the Law prohibits the Processor from so notifying the Controller;
 - 27.3.2 ensure that at all times it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction, or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 27.3.3 ensure that all Processor staff who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
 - 27.3.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Controller (save where such disclosure or transfer of Personal Data is specifically authorised under this Contract);
 - 27.3.5 not transfer any Personal Data outside of the United Kingdom or the European Economic Area unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) the Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;
 - 27.3.6 assist the Controller in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;

- 27.3.7 take all reasonable steps to ensure the reliability and integrity of any staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Processor's duties under the Contract;
 - (b) are subject to appropriate confidentiality undertakings with the Processor and/or Sub-Processor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose, or divulge any of the Personal Data to any third-party unless directed in writing to do so by the Controller, or as otherwise permitted by this Contract; and
 - (d) have undergone adequate training in the use, care, protection, and handling of Personal Data;
- 27.3.8 notify the Controller without undue delay if it becomes aware of a Data Loss Event or if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block, or erase any Personal Data;
 - (c) receives any other request, complaint, or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner's Office or any other regulatory authority in connection with Personal Data; and/or
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- 27.3.9 taking into account the nature of the Processing, provide the Controller with full cooperation and assistance (within the timescales reasonably required by them) in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication, or request made (as referred to at Clause 27.3.8) including by promptly providing to the Controller:
- (a) full details and copies of the complaint, communication, or request;
 - (b) such assistance as is reasonably requested to enable compliance with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) at its request, any Personal Data it holds in relation to a Data Subject;
 - (d) such assistance as requested following a Data Loss Event; and
 - (e) such assistance as requested with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office; and
- 27.3.10 if requested by the Controller, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to Clause 27 and provide copies of all documentation relevant to such compliance including protocols, procedures, guidance, training, and manuals.

- 27.4 The Processor shall immediately inform the Controller if, in the opinion of the Processor, an instruction infringes the Data Protection Legislation.
- 27.5 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 27 and allow for audits by the Controller or the Controller's designated auditor.
- 27.6 The Parties shall use reasonable endeavours to assist each other to comply with any obligations under the Data Protection Legislation and shall not perform their obligations under this Contract in such a way as to cause either Party to breach any of their obligations under the Data Protection Legislation to the extent the other is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 27.7 The Parties shall each designate a data protection officer if required by the Data Protection Legislation. Details of each Party's data protection officer (if required) are outlined below:

For the Provider: -	For the Customer: -
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

- 27.8 Before allowing any Sub-Processor to Process any Personal Data related to this Contract, the Processor must:
- 27.8.1 notify the Controller in writing of the proposed Sub-Processor and Processing;
 - 27.8.2 obtain the written consent of the Controller; and
 - 27.8.3 enter into a written agreement with the Sub-Processor incorporating terms which are substantially similar to those set out in Clause 27 and in either case which the Processor undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation.
- 27.9 The Processor shall remain fully liable for all acts or omissions of any of its Sub-Processors.
- 27.10 Data Protection Liability cap: The Provider's annual aggregate liability under paragraph 2.8.5 of SCHEDULE 5 to Order Form Appendix 3 (**the "Data Protection Liability Cap"**) shall not exceed £10,000,000 (ten million pounds).
- 27.11 The Controller may, at any time on not less than thirty (30) days' notice, revise this Clause 27 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

28. FREEDOM OF INFORMATION

- 28.1 The Provider acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable them to comply with its Information disclosure obligations
- 28.2 The Provider shall and shall procure that its Staff, employees, agents and sub-contractors shall:

- 28.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 28.2.2 provide the Customer with a copy of all Information in its possession, or power in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - 28.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 28.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 28.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Customer.
- 28.5 The Provider acknowledges that (notwithstanding the provisions of Clause 28.2) the Customer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (the "**Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Provider of the Services (if applicable):
- 28.5.1 in certain circumstances without consulting the Provider; or
 - 28.5.2 following consultation with the Provider and having taken their views into account
- provided always that where Clause 28.2 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
- 28.6 The Provider shall ensure that all Information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.
- 28.7 The Provider acknowledges that the Commercially Sensitive Information listed in Schedule 6 is of indicative value only and that the Customer may be obliged to disclose it in accordance with Clause 28.5.

29. CONFIDENTIAL INFORMATION

- 29.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
- 29.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 29.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 29.2 Clause 29.1 shall not apply to the extent that:

- 29.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 28;
 - 29.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 29.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 29.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 29.2.5 it is independently developed without access to the other party's Confidential Information.
- 29.3 The Provider may only disclose the Customer's Confidential Information to its Staff who are directly involved in the provision of the Services and who need to know the information and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 29.4 The Provider shall not, and shall procure that its Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.
- 29.5 Nothing in this Agreement shall prevent the Customer from disclosing the Provider's Confidential Information:
- 29.5.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - 29.5.2 to any consultant, Provider or other person engaged by the Customer or any person conducting a gateway review;
 - 29.5.3 for the purpose of the examination and certification of the Customer's accounts;
 - 29.5.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 any relevant Law making similar provision with regard to the Customer of the economy, efficiency and effectiveness with which the Customer has used its resources.
- 29.6 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the Provider's Confidential Information is disclosed pursuant to Clause 29 is made aware of the Customer's obligations of confidentiality.
- 29.7 Nothing in this Clause 29 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 29.8 The Provider shall not without the prior written consent of the Customer divulge the existence of the Agreement, the Contract or any Order or disclose any information relating to or contained in the Agreement, the Contract or any Order to any person who is not engaged in the provision of the Services.
- 29.9 In the event that the Provider fails to comply with this Clause 29 the Customer reserves the right to terminate the Contract by notice in writing with immediate effect.

29.10 The provisions of this Clause shall apply notwithstanding termination or expiry of the Contract.

30. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 30.1 The Provider shall not make any press announcements or publicise the Contract in any way without the Customer's prior Approval and shall take reasonable steps to ensure that its servants, agents, employees, sub-contractors, suppliers, professional advisors and consultants comply with this Clause 30.1.
- 30.2 The Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer, including any examination of the Contract by the Auditor.
- 30.3 The Providers shall not do anything or cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

31. INTELLECTUAL PROPERTY RIGHTS

- 31.1 Save as granted elsewhere under the Contract, neither the Customer nor the Provider shall acquire any right, title or interest in the other's IPR.
- 31.2 The Provider shall not, and shall procure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Customer's IPR to any third party.
- 31.3 All title to and all rights and interest in the Project Specific IPRs shall vest in the Customer. The Provider hereby assigns to the Customer, with full title guarantee, title to and all rights and interest in the Project Specific IPRs and/or shall procure that the first owner of the Project Specific IPRs also does so.
- 31.4 The assignment under Clause 31.3 shall either take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs, as appropriate.
- 31.5 The Provider shall waive or procure a waiver of any moral rights in any copyright works assigned to the Customer under the Contract.
- 31.6 If requested to do so by the Customer, the Provider shall without charge to the Customer execute all documents and do all such further acts as the Customer may require perfecting the assignment under Clause 31.3 or shall procure that the owner of the Project Specific IPRs does so on the same basis.
- 31.7 The Customer hereby grants to the Provider a non-exclusive, revocable, non-assignable licence to use the Customer's IPR during the Contract Period for the sole purpose of enabling the Provider to supply the Services and/or supply the Deliverables.
- 31.8 Prior to using any third-party Intellectual Property Rights, the Provider shall obtain the Approval of the Customer. The Provider shall provide the Customer with details of any third-party licence required by the Provider and/or the Customer in order for the Provider to carry out its obligations under the Contract using the third-party Intellectual Property Rights. The Customer reserves the right to withhold Approval in the event that it does not agree to the terms of the third-party licence or where any additional charges will be incurred.
- 31.9 Where the Provider is granted Approval by the Customer to use the third-party rights, the Provider shall procure that the owner of third-party rights grants to the Customer a licence upon the terms informed to the Customer when seeking the Approval.
- 31.10 Subject to Clause 40.3, the Provider shall, during and after the Contract Period, indemnify and keep indemnified up to the level of the general liability cap outlined in Clause 40.3 and hold the Customer harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer may suffer

or incur as a result of any claim that the performance by the Provider of the Services infringes or allegedly infringes a third party's Intellectual Property Rights ("**Claim**") except where the Claim arises from:-

31.10.1 items or materials based upon designs supplied by the Customer; or

31.10.2 the use of data supplied by the Customer which is not required to be verified by the Provider under any provision of the Contract.

31.11 The Customer shall notify the Provider in writing of the Claim and the Customer shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Provider shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Provider:

31.11.1 shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;

31.11.2 shall take due and proper account of the interests of the Customer; and

31.11.3 shall not settle or compromise the Claim without the Customer's prior Approval (not to be unreasonably withheld or delayed).

31.12 If a Claim is made in connection with the Contract or in the reasonable opinion of the Provider is likely to be made, the Provider shall immediately notify the Customer and, at its own expense and subject to the consent of the Customer (not to be unreasonably withheld or delayed), use its best endeavours to: -

31.12.1 modify the relevant part of the Services without reducing the performance or functionality of the same, or substitute alternative Services or deliverables of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply with any necessary changes to such modified Services to the substitute Services; or

31.12.2 procure a licence to use and provide the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Customer.

31.13 In the event that the Provider is unable to comply with Clause 31.12 within twenty (20) Working Days of receipt of the Provider's notification the Customer may terminate the Contract with immediate effect by notice in writing and the Provider shall, upon demand, refund the Customer with all monies paid in respect of the Services that is subject to the Claim.

31.14 In the event that a modification or substitution in accordance with Clause 31.12.1 is not possible so as to avoid the infringement, or the Provider has been unable to procure a licence in accordance with Clause 31.12.2 the Customer shall be entitled to delete the relevant Service from the Contract.

31.15 This Clause 31 sets out the entire financial liability of the Provider with regard to the infringement of any Intellectual Property Rights as a result of the provision of the Services hereunder. This shall not affect the Provider's financial liability for other Defaults or causes of action that may arise hereunder.

32. RECORDS AND AUDIT ACCESS

32.1 The Provider shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including: the Services provided under the Agreement and the Call-Off Contracts entered into with YPO, the Customer and each individual Contracting Authority and the amounts paid by the Customer and each Contracting Authority.

- 32.2 The Provider shall keep the records and accounts referred to in Clause 32.1 above in accordance with good accountancy practice.
- 32.3 The Provider shall on request afford the Customer, the Customer's representatives and/or the Auditor such access to such records and accounts as may be required by the Customer from time to time.
- 32.4 The Provider shall provide such records and accounts (together with copies of the Provider's published accounts) during the Contract Period and for a period of six (6) years after the expiry of the Contract Period to the Customer and the Auditor.
- 32.5 The Customer shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Provider or delay the provision of the Services save insofar as the Provider accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Customer.
- 32.6 Subject to the Customer's rights of Confidential Information, the Provider shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including: -
- 32.6.1 all information requested by the Customer within the scope of the Audit;
- 32.6.2 reasonable access to sites controlled by the Provider and to Equipment used in the provision of the Services; and
- 32.6.3 access to the Staff.
- 32.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the Audit reveals a material Default by the Provider in which case the Provider shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

33. TRANSFER AND SUB CONTRACTING

- 33.1 The Provider shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Provider of any obligation or duty attributable to the Provider under the Contract.
- 33.2 The Provider shall be responsible for the acts and omissions of its sub-contractors as though they are its own. All sub-contractors must be appropriately managed and responsibility for the quality of workmanship, warranties and guarantees will remain the responsibility of the Provider.
- 33.3 Where the Customer has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Customer, be sent by the Provider to the Customer as soon as reasonably practicable.
- 33.4 Subject to Clause 33.6, the Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to: -
- 33.4.1 any Contracting Authority; or
- 33.4.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
- 33.4.3 any private sector body which substantially performs the functions of the Customer.

provided that any such assignment, novation or other disposal shall not increase the burden of the Provider's obligations under the Contract.

- 33.5 Any change in the legal status of the Customer such that it ceases to be a Contracting Authority shall not, subject to Clause 33.6, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Customer.
- 33.6 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 33.4 to a body which is not a Contracting Authority or if there is a change in the legal status of the Customer such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):-
- 33.6.1 the rights of termination of the Customer in Clause 44 shall be available to the Provider in the event of, respectively, the bankruptcy or insolvency, or Default of the Transferee; and
- 33.6.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Provider
- 33.7 The Customer may disclose to any Transferee any Confidential Information of the Provider which relates to the performance of the Provider's obligations under the Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Provider's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a Confidential Information undertaking in relation to such Confidential Information.
- 33.8 Each Party shall at its own cost and expense carry out or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.
- 34. WAIVER**
- 34.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 34.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 8.
- 34.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.
- 35. VARIATION**
- 35.1 Subject to the provisions of this Clause 35.1, the Customer may request a variation to the Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "Variation".
- 35.2 The Customer may request a Variation by completing and sending the Variation form attached at Appendix 2 (the "Customer Variation Form") to the Provider giving sufficient information for the Provider to assess the extent of the Variation and any additional cost that may be incurred. The Provider shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.

35.3 In the event that the Provider is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Contract Price, the Customer may:

35.3.1 agree to allow the Provider to continue to perform their obligations under the Contract without the Variation; or

35.3.2 terminate the Contract with immediate effect, except where the Provider has already delivered part or all of the Order in accordance with the Order Form or where the Provider can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed at Clause 53.

35.4 If the Parties agree the Variation and any variation in the Contract Price, the Provider shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

36. SEVERABILITY

36.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

36.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Provider shall immediately commence good faith negotiations to remedy such invalidity.

37. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES

37.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or about the materials or procedures used or about any other matter connected with the performance of the Provider's obligations under the Contract, then the Customer shall take all reasonable steps to investigate the complaint.

37.2 The Customer may, in its sole discretion, uphold the complaint, or take further action in accordance with Clause 44 of the Contract.

37.3 In the event that the Customer is of the reasonable opinion that there has been a material breach of the Contract by the Provider, then the Customer may, without prejudice to its rights under Clause 44, do any of the following:

37.3.1 without terminating the Contract, itself provide or procure the provision of all or part of the Services until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Customer that the Provider will once more be able to provide all or such part of the Services in accordance with the Contract;

37.3.2 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself provide or procure a third party to provide such part of the Services (as applicable);

37.3.3 terminate, in accordance with Clause 44, the whole of the Contract; and/or

37.3.4 charge the Provider for and the Provider shall pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the provision of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for such part of the Services provided that the Customer uses its reasonable

endeavours to mitigate any additional expenditure in obtaining replacement Services (as applicable).

37.4 If the Provider fails to provide any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Customer shall instruct the Provider to remedy the failure and the Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days of the Customer's instructions or such other period of time as the Customer may direct.

37.5 In the event that the Provider:

37.5.1 fails to comply with Clause 37.3 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or

37.5.2 persistently fails to comply with Clause 37.3 above;

the Customer may terminate the Contract with immediate effect by giving the Provider notice in writing.

38. CUMULATIVE REMEDIES

38.1 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

39. MONITORING OF CONTRACT PERFORMANCE

39.1 The Provider shall comply with the monitoring arrangements set out in the Order Form including, but not limited to, providing such data and information as the Provider may be required to product under the Contract.

40. LIABILITY, INDEMNITY AND INSURANCE

40.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for: -

40.1.1 death or personal injury caused by its negligence or that of its Staff;

40.1.2 Fraud or fraudulent misrepresentation by it or that of its Staff;

40.2 Subject to Clause 40.3 and Clause 40.4 the Provider shall indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the provision, or late or purported performance or non-performance by the Provider of its obligations under the Contract including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice relating directly to the Services given or omitted to be given by the Provider, or any other loss which is caused directly by any act or omission of the Provider. The Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

40.3 Subject always to Clause 40.1 and Clause 40.4, the liability of either Party for Defaults shall be subject to the following financial limits: -

40.3.1 the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed £5million; and

- 40.3.2 the annual aggregate liability under the Contract of either Party for all Defaults shall in no event exceed the greater of £5 million or 150 per cent of the Contract Price payable by the Customer to the Provider in the year in which the liability arises.
- 40.4 Subject to Clause 49, in no event shall either Party be liable to the other for any:
 - 40.4.1 loss of profits;
 - 40.4.2 loss of business;
 - 40.4.3 loss of revenue;
 - 40.4.4 loss of or damage to goodwill;
 - 40.4.5 loss of savings (whether anticipated or otherwise); and/or
 - 40.4.6 any indirect or consequential loss or damage.
- 40.5 The Customer may, amongst other things, recover as a direct loss: -
 - 40.5.1 any additional operational and/or administrative expenses arising from the Provider's Default;
 - 40.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Provider's Default; and
 - 40.5.3 the additional cost of procuring replacement Services (if applicable) for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Provider.
- 40.6 Nothing in the Contract shall impose any liability on the Customer in respect of any liability incurred by the Provider to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Provider that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.
- 40.7 The Provider shall affect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.
- 40.8 The Provider shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
- 40.9 The Provider shall hold public liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
- 40.10 The Provider shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 40.11 If, for whatever reason, the Provider fails to give effect to and maintain the insurances required by the provisions of the Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.

- 40.12 The provisions of any insurance or the amount of cover shall not relieve the Provider of any liabilities under the Contract. It shall be the responsibility of the Provider to determine the amount of insurance cover that will be adequate to enable the Provider to satisfy any liability referred to in Clause 40.

41. PROFESSIONAL INDEMNITY

- 41.1 The Provider shall affect and maintain a professional indemnity insurance policy during the Contract and shall ensure that all agents, professional consultants and sub-contractors involved in the provision of the Services effect and maintain appropriate professional indemnity insurance during the Contract Period. To comply with its obligations under this Clause and as a minimum, the Provider shall ensure professional indemnity insurance held by the Provider and by any agent, sub-contractor or consultant involved in the provision of the Services has a limit of indemnity of not less than £1,000,000 for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time. Such insurance shall be maintained for a minimum of six (6) Years following the expiration or earlier termination of the Contract.

42. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITY

- 42.1 The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Provider shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

43. WARRANTIES AND REPRESENTATIONS

- 43.1 The Provider warrants and represents that: -

43.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;

43.1.2 the Contract is executed by a duly authorised representative of the Provider;

43.1.3 in entering the Contract, it has not committed any Fraud;

43.1.4 as at the Commencement Date, all information, statements and representations contained in their submission to both the Request to Participate and the Invitation to Tender for the Services are true, accurate and not misleading save as may have been specifically disclosed in writing to YPO and the Customer prior to execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

43.1.5 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;

43.1.6 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;

43.1.7 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Provider or for its

dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Provider's assets or revenue;

43.1.8 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

43.1.9 the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;

43.1.10 in the three (3) years prior to the date of the Contract: -

- (a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and
- (b) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (c) it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

43.1.11 all obligations of the Provider pursuant to this Contract shall be performed by appropriately experienced, certified, qualified and trained Staff with all due skill, care and diligence;

43.1.12 it will ensure that the Provider and all Staff, agents, sub-contractors, self-employed staff or personnel employed by the Provider in connection with the Services will comply with the relevant Law, Codes of Conduct and regulations governing the performance of Services.

44. TERMINATION

Termination - Insolvency and Change of Control

44.1 The Customer may terminate the Contract with immediate effect by giving notice in writing where the Provider is a company and in respect of the Provider: -

44.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

44.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

44.1.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

44.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

44.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

- 44.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
 - 44.1.7 being a "small company" within the meaning of Section 382 of the Companies Act 2006 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 44.1.8 any event similar to those listed in Clause 44.1 occurs under the law of any other jurisdiction.
- 44.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Provider is an individual and:
- 44.2.1 an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Provider's creditors;
 - 44.2.2 a petition is presented and not dismissed within fourteen (14) days or order made for the Provider's bankruptcy;
 - 44.2.3 a receiver, or similar officer is appointed over the whole or any part of the Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
 - 44.2.4 the Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986;
 - 44.2.5 a creditor or encumbrance attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Provider's assets and such attachment or process is not discharged within fourteen (14) days;
 - 44.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;
 - 44.2.7 the Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
- 44.3 The Provider shall notify the Customer immediately if the Provider undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("**Change of Control**"). The Customer may terminate the Contract by notice in writing with immediate effect within six (6) months of:
- 44.3.1 being notified that a Change of Control has occurred; or
 - 44.3.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control;
- but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.
- 44.4 The Customer may terminate the Contract with immediate effect by notice in writing where:
- 44.4.1 the Provider are using staff that are not experienced, certified, qualified and trained in the delivery of these types of Services;
 - 44.4.2 the Provider and its Staff, agents, sub-contractors, or personnel employed by the Provider in connection with the Services have failed to comply with the relevant Law, Codes of Conduct and regulations governing the performance of Services.

Termination on Default – Minor Defaults

- 44.5 Where the Provider commits a Minor Default of the Contract, the Customer shall be entitled to issue the Provider with an Improvement Notice. Such Improvement Notice shall state the nature of the Minor Default and give the Provider a minimum of ten (10) Working Days to remedy the Minor Default.
- 44.6 If the Provider commits three (3) Minor Defaults in a twelve (12) month rolling period, this will be classed as a Material Default and the Contract may be terminated in accordance with Clause 44.7.3

Termination on Default – Material Default

- 44.7 The Customer may terminate the Contract by serving written notice on the Provider with effect from the date specified in such notice, where the Provider commits a Material Default and: -
- 44.7.1 the Provider has not remedied the Material Default to the satisfaction of the Customer within twenty (20) Working Days, or such other period as may be specified by the Customer, after issue of a written notice specifying the Material Default and requesting it to be remedied;
- 44.7.2 the Material Default is not, in the reasonable opinion of the Customer, capable of remedy;
- 44.7.3 if the Provider has committed three (3) or more Minor Defaults within a twelve (12) month rolling period;
- 44.7.4 where any Contracting Authority terminates a Call-Off Contract awarded to the Provider under this Agreement as a consequence of a default by the Provider;
- 44.8 If the Customer fails to pay the Provider undisputed sums of money when due, the Provider shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Provider may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under Clause 21.

45. BREAK

- 45.1 The Customer shall have the right to terminate the Contract at any time by giving thirty (30) days' written notice to the Provider.

46. TERMINATION OF SOLUTION

- 46.1 The Customer may terminate the Contract by giving written notice to the Provider with immediate effect if the solution (i.e. the agreement between YPO and Providers) is terminated for any reason whatsoever.

47. CONSEQUENCES OF EXPIRY OR TERMINATION

- 47.1 Where the Customer terminates the Contract under Clause 44 and then makes other arrangements for the provision of Services, the Customer may recover from the Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clause 44, no further payments shall be payable by the Customer to the Provider until the Customer has established the final cost of making those other arrangements.

47.2 Where the Customer terminates the Contract under Clause 45 , the Customer shall indemnify the Provider against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Provider by reason of the termination of the Contract, provided that the Provider takes all reasonable steps to mitigate such loss. Where the Provider holds insurance, the Provider shall reduce its unavoidable costs by any insurance sums available. The Provider shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Provider as a result of termination under Clause 45.

47.3 The Customer shall not be liable under Clause 47.2 to pay any sum which: -

47.3.1 was claimable under insurance held by the Provider, and the Provider has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

47.3.2 when added to any sums paid or due to the Provider under the Contract, exceeds the total sum that would have been payable to the Provider if the Contract had not been terminated prior to the expiry of the Contract Period.

47.4 Save as otherwise expressly provided in the Contract: -

47.4.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

47.4.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Provider under Clauses 19 (Payment and Contract Price), 21 (Recovery of Sums Due), 27 (Data Protection Act), 28 (Freedom of Information), 29 (Confidential Information), 31 (Intellectual Property Rights), 32 (Records and Audit Access), 38 (Cumulative Remedies), 40 (Liability, Indemnity and Insurance), 41 (Professional Indemnity), 47 (Consequences of Expiry or Termination), 49 (Recovery upon Termination) and 51 (Governing Law and Jurisdiction).

48. DISRUPTION

48.1 The Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other Provider employed by the Customer.

48.2 The Provider shall immediately inform the Customer of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

48.3 In the event of industrial action by the Staff, the Provider shall seek the Customer's Approval to its proposals for the continuance of the provision of the Services in accordance with its obligations under the Contract.

48.4 If the Provider's proposals referred to in Clause 48.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Contract may be terminated with immediate effect by the Customer by notice in writing.

48.5 If the Provider is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Provider as a direct result of such disruption.

49. RECOVERY UPON TERMINATION

49.1 On the termination of the Contract for any reason, the Provider shall:

49.1.1 immediately return to the Customer all Confidential Information, Personal Data and Customer's IPR's in its possession or in the possession or under the control of any permitted Providers or sub-contractors, which was obtained or produced in the course of providing the Services;

49.1.2 immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Provider. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

49.1.3 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Provider and/or the completion of any work in progress.

49.1.4 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or the Replacement Provider to conduct due diligence.

49.2 If the Provider fails to comply with Clause 49.1, the Client may recover possession thereof and the Provider grants a licence to the Client or its appointed agents to enter (for the purposes of such recovery) any premises of the Provider or its permitted Providers or sub-contractors where any such items may be held.

49.3 Where the end of the Contract Period arises due to the Provider's Default, the Provider shall provide all assistance under Clause 49.1 free of charge. Otherwise, the Customer shall pay the Provider's reasonable costs of providing the assistance and the Provider shall take all reasonable steps to mitigate such costs.

49.4 At the end of the Contract Period (howsoever arising) the licence granted pursuant to Clause 31.7 shall automatically terminate without the need to serve notice.

50. FORCE MAJEURE

50.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of six (6) Months, either Party may terminate the Contract with immediate effect by notice in writing.

50.2 Any failure or delay by the Provider in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or Provider shall be regarded as due to Force Majeure only if that agent, sub-contractor or Provider is itself impeded by Force Majeure from complying with an obligation to the Provider.

50.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in Clause 50.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

50.4 It is expressly agreed that any failure by the Provider to perform or any delay by the Provider in performing its obligations under the Contract which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Provider shall have entered into any contract, supply arrangement or sub contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or

company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub contract or otherwise as a result of circumstances of Force Majeure.

- 50.5 For the avoidance of doubt, it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

51. GOVERNING LAW

- 51.1 The Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts or, if different, to the jurisdiction of the courts and agree that the Contract is to be governed exclusively by and construed under English law.
- 51.2 This Contract is binding on the Customer and its successors and assignees and the Provider and the Provider's successors and permitted assignees.

52. TUPE

- 52.1 During the period of six (6) months preceding the expiry of this Contract or after the Customer has given notice to terminate the Contract or the Provider stops trading, and within twenty (20) Working Days of being so requested by the Customer, the Provider shall fully and accurately disclose to the Customer, for the purposes of TUPE, all information relating to its Staff engaged in providing the Services under the Contract, in particular but not necessarily restricted to, the following:
- 52.1.1 the total number of Staff whose employment with the Provider is liable to be terminated at the expiry of the Contract but for any operation of law;
 - 52.1.2 for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates, but which have already been agreed and their redundancy entitlements (the names of individual members of employed Staff do not have to be given);
 - 52.1.3 full information about the other terms and conditions on which the affected or about where that information can be found;
 - 52.1.4 details of pensions entitlements, if any; and
 - 52.1.5 job titles of the members of Staff affected and the qualifications required for each position.
- 52.2 The Provider shall permit the Customer to use the information for the purposes of TUPE and of re-tendering. The Provider will co-operate with the re-tendering of the Services by allowing the transferee to communicate with and meet the affected Staff and/or their representatives.
- 52.3 The Provider agrees to indemnify the Customer fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 52.2.
- 52.4 In the event that the information provided by the Provider in accordance with Clause 52.2 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected Staff made subsequent to the original provision of such information or by reason of the Provider becoming aware that the information originally given was inaccurate, the Provider shall notify the Customer of the inaccuracies and provide the amended information.

- 52.5 The provisions of this Clause 52 shall apply during the continuance of the Contract and indefinitely after its termination.

53. DISPUTE RESOLUTION

- 53.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.
- 53.2 Nothing in this Dispute Resolution Procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 53.3 If the dispute cannot be resolved by the Parties pursuant to Clause 53.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 53.5 unless: -
- 53.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or
- 53.3.2 the Provider does not agree to mediation.
- 53.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation (or arbitration) and the Provider, and the Staff shall comply fully with the requirements of the Contract at all times.
- 53.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 53.5.1 a neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to appoint a Mediator;
- 53.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from a mediator to provide guidance on a suitable procedure;
- 53.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 53.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 53.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- 53.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

APPENDIX 1
ORDER FORM

Contracting Authority/Customer	The Secretary of State for Work and Pensions
Address	Caxton House Tothill Street London SW1H 9NA
Invoice Address	Child Maintenance Service (CMS) Invoicing Shared Services Connect Limited OBO Department of Work and Pensions SSCL, PO Box 406, Phoenix House. Newport Email: <ul style="list-style-type: none"> • APinvoices-DWP-U@gov.sscl.com & cmt.cmsinvoicing@DWP.GOV.UK - send in-invoices only to this email address and copy to the email address below • cmt.cmsinvoicing@DWP.GOV.UK – this email address can receive both invoice and backing data.
Contact Ref:	Ref: ecm 12469: DWP Arrest Warrants for the Child Maintenance Service Name: [Redacted] E-mail: [Redacted]or cd.debtservices@dw.gov.uk
Order Number	<i>ecm 12469</i> <i>To be quoted on all correspondence relating to this Order.</i>
Order Date	17/12/24

TO

Provider:	Marston (Holdings) Ltd Reg No: 04305487
Address:	Rutland House, 8th Floor, 148 Edmund Street, Birmingham,

	B3 2JR.
Contact Details	Name: [Redacted] Email: [Redacted]
Contact Ref:	Name: [Redacted] Email: [Redacted]

TERM
1.1 Effective Date 1.1.1 This Contract shall commence on 06/01/25
1.2 Expiry Date 05/01/2027 1.2.1 This Contract shall expire on 05/01/2027 unless extended at the Customer's sole discretion for a period(s) of up to 24 months.

SERVICE REQUIREMENTS
2.1 The deliverables are outlined in Appendix 1 Service Specification which is attached to the Order Form. The Provider will provide the services for Lot 1 (North) and Lot 2 (South) and his Call Off Contract will include the services for Lot 1(North) and Lot 2 (South). This Call Off Contract is a single contract in respect of both Lots. The Providers Tender for both Lots is attached as Appendix 5 – Call Off Tender. For the purpose of Contract Management, the Provider will be required to manage and report on Lot 1(North) and Lot 2 (South) as separate entities and separate reporting is required for Management Information, Service Levels and performance, SLAs, invoicing, exit management and continuous improvement for each Lot. The parties agree that there will be no "Transferring Assets" for the purposes of SCHEDULE 4 to Order Form Appendix 3 – Exit Management. Any provisions in paragraph 8 of the Schedule in relation to "Transferring Assets" are not applicable.

PERFORMANCE OF THE CONTRACT SERVICES AND DELIVERABLES
3.1 Implementation Plan and Milestones (including dates for completion) *The customer requires the draft implementation plan provided by the Customer as Appendix

1B to be updated by the Provider with full details of their implementation plan and submitted within fourteen (14) days of the commencement of the contract.

*Such milestones/key performance indicators below shall be applicable in addition to any milestones/key performance indicators mutually agreed between the parties and set out in the implementation plan.

***Once agreed the Implementation Plan will form part of the contractual documents and failure to meet the milestones/key performance indicators by the stipulated dates may be enforced as a breach of contract.**

***TIME IS OF THE ESSENCE FOR DELIVERY OF THE MILESTONES/KEY PERFORMANCE INDICATORS.**

(i) The Implementation Plan as at the Effective Date is set out below:

Milestone	Requirement, provision of:	Timeframe for delivery
1	Notification of Intention to Award Contract(s)	28/10/2024
2	Information Cyber Security Questionnaire (ISQ) – DWP Arrest Warrants ISQ	To be completed by the Potential Service Provider within Ten (10) days of Notification of Intention to Award. A copy of the ISQ questionnaire in Spreadsheet Form has been provided as a separate document in the tender pack. It does not need to be completed at tender submission stage.
3	Customer to complete all pre-contractual checks and customisation of Call Off Contracts as needed- <ul style="list-style-type: none"> • Confirmation of Sub-Contractors • Complete Cyber Security -ISQ - Compliance Check/Action Plan • Data Protection • Financial Distress Clauses • Parent Company Guarantee 	11/11/2024
4	Contract Award: Contract Signed/Counter-Signed by Provider/Customer	12/11/2024
5	Buyer Introductory Call	Within One (1) Week of Contract Start Date
6	Provider to provide Detailed Implementation Plan which wherever possible reflects key milestones outlined in the draft implementation plan	Within two (2) weeks of Contract Start Date
7	Key personnel / teams contact details, and Detailed standard operating procedures for complaints and issues resolution and escalation	Within One (1) week of Contract Start
8	Agree Use/Type and Extent of Use of Provider's Portal for two-way data exchange	Within two (2) weeks of Contract Start
9	Identify requirement /timescales for development of Provider's Portal	Within two (2) weeks of Contract Start

10	Agree Common coding system for activity/ outcomes reporting (including ability to report multiple outcomes on one case as needed)	Within two (2) weeks of Contract Start
11	Agree Target Service Commencement (Go Live Date) subject to progress on development of infrastructure for data exchange testing in live testing and/or other interim solutions agreed between the parties	Within two (2) weeks of Contract Start
12	Agree Data Exchange Method/Process to be used at Go Live Date for the following key activity areas pending development of Portal Facility if not available at Go Live Date: •Arrest Warrant Referrals •Updates •Withdrawal of Arrest Warrants •Holds/Pause of Activity •Successful Execution/Outcomes	Within three (3) weeks of Contract Start
13	Complete all Data Protection Impact Assessments based on detailed data flows anticipated as part of service delivery jointly with DWP Contract Management Team to obtain DWP clearance to exchange personal data.	Within eight (8) weeks of Contract Start
14	Commence Testing in key data exchange areas depending on method agreed for Contract Go Live Date	Within three (3) weeks of Contract Start
15	Agree Process for Return of Payments in Full Collected from Debtors to the Customer	Within three (3) weeks of Contract Start
16	Confirm Bank Account has been opened for holding of funds collected on behalf of the Customer prior to GO Live Date	Within four (4) weeks of Contract Start
17	Agree arrangements for first referrals including immediate referral of backlog of arrest warrant referrals	Within three (3) weeks of Contract Start
18	Confirm 'Go Live' Date	Outline Target - Within Two (2) Month of Contract Award Date i.e. operational service delivery will start within Two Months of Contract Award Date.
19	Commence Management Information and Reporting, including Performance Reporting against Service Levels – using any temporary interim process as needed pending development of full reporting capability by the Provider	From Service 'Go Live' Date and delivered in order of priority requirements as outlined in the MI reports in Appendix 1 Service Specification and Appendix 1A Service Levels and Performance Management

- (ii) The Provider shall produce a further version of the Implementation Plan in such further detail as the Customer may reasonably require. The Provider shall ensure that each version of the Implementation Plan is subject to approval. The Provider shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services.

- (iii) The Customer shall have the right to require the Provider to include any reasonable changes or provisions in each version of the Implementation Plan.
- (iv) The Provider shall perform its obligations so as to achieve each Milestone by the Milestone Date.
- (v) Changes to the Milestones shall only be made in accordance with the variation procedure and provided that the Provider shall not attempt to postpone any of the Milestones using the variation procedure or otherwise (except in the event of a Customer default which affects the Provider's ability to achieve a Milestone by the relevant Milestone Date).

3.2 Performance Monitoring

*Performance will be monitored by the milestones/key performance indicators set out in the

- Appendix 1 Service Specification
- Appendix 1A Service Levels and Performance Management, and
- Appendix 1B Draft Implementation Plan- included at 3.1 above
- Appendix 1C Social Value

Appendix 1 Service Specification, Appendix 1A Service Levels and Appendix 1C Social Value are attached to this Order Form .

CALL-OFF TERMS AND CONDITIONS

4.1 Customers **must state** which set of call-off terms and conditions they will be adopting in relation to the provision of these contract services.

(B) The Customer will be using their own terms and conditions. The following documents are incorporated into the Call Off Contract:

1. This Order Form
2. The YPO Call Off Terms and conditions (as modified by the Additional Terms in Appendix 3 of the Order Form).
3. Appendices 1 – 5 of the Order Form

4.2 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

The Order Form
Appendix 3 to the Order Form and the Schedules to Appendix 3
The Call-Off Terms and Condition
Appendix 1 - Service Specification
All other Schedules and Appendices to the Order Form
Appendix 5 Call-Off Tender-as long as any parts of the Call-Off Tender that offer a better commercial position for the Customer (as decided by the Customer) take precedence over the documents above."

Supply Chain Visibility:

4.3 Supply Chain Visibility: Pursuant to Clause 12 of the Call Off Contract Terms and Conditions and for the purposes of this Call-Off Contract, the Customer gives its Approval that Sub-Contract opportunities are not required to be advertised by the Supplier on Contracts Finder

CONFIDENTIAL INFORMATION

6.1 Without prejudice to the Buyers obligations to disclose information in accordance with FOIA and subject to clauses 28 and 29 of the Call Off Terms and Conditions, the Provider requests that the following information shall be deemed Commercially Sensitive Information or Confidential Information:

Entire bid submission document: Please note the information supplied in this ITT document is considered confidential and disclosure in any part, will seriously prejudice the commercial interests of Marston (Holdings) Limited.

The request for non-disclosure is made under the Freedom of Information Act 2000 section 41 and section 43; and where applicable, under the Environmental Information Regulations 2004 regulations 12 (5) (c) and 12 (5) (e).

[Redacted]

6.2 Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information

For the entire duration of the Contract and for a period of five years from its termination or expiry.

Appendix 1
Service Specification

Delivery of Arrest Warrants Service for the Child Maintenance Service (CMS)-

Lot 1 (North)

Lot 2 (South)

This Schedule sets out the characteristics of the Deliverables that the Provider will be required to make to the Customer under the Call-Off Contract from the Yorkshire Purchasing Organisation's Enforcement Framework Ref 1200.

Final Version 2: 5th November 2024

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APPENDIX B – ENVIRONMENT REQUIREMENTS

ANNEX 1 – GEOGRAPHICAL MAP OF LOTS 1 AND 2

1. PURPOSE

- 1.1 The Department of Work and Pensions (Customer) wishes to call off a service contract under the terms of the Yorkshire Purchasing Organisation's (YPO) Enforcement Framework Ref 1200 for the delivery of a paid arrest warrant service across England and Wales related to the collection of Child Maintenance Arrears (civil debt) during Sanctions Stage proceedings in the Magistrates Courts.
- 1.2 The YPO establishment specification provides for the collection of all debt types which a Contracting Authority may have a requirement to collect and other services an Enforcement Agent can typically provide. Examples of the debt types include but are not limited to; council tax, parking fines, non-domestic rates/business rates, road traffic fines, sundry debt, housing benefits overpayments, social care debts and university accommodation fees. Examples of other services may include but are not limited to repossessions, evictions, tracing services and debt collection advice/consultancy.
- 1.3 The nature of the service required does not fulfil the criteria for a concession and therefore for the purpose of clarity the intention is to procure a service contract in line with the Public Contract Regulations 2015 outlined within the Establishment Agreement.
- 1.4 Although the occasional payment of debt in full by the Debtor will be incidental to the delivery of the arrest warrants service, this is ancillary to the primary purpose of the intended service which is around promoting, encouraging and/or compelling attendance, including transportation where appropriate, to the planned court hearing.
- 1.5 As an associated service typically provided by an Enforcement Agent, the delivery of the intended service will fall within the scope of the Taking Control of Goods Regulations 2013, National Standards 2014 and the Certification of Enforcement Agents Regulations 2014 and any other applicable mandatory requirements outlined more generally within the wider YPO Enforcement Framework guidance and eligibility criteria.
- 1.6 However, it should be noted that all payments recoverable under this contract, will be restricted solely to the payment arrangements outlined in this service specification as those payable directly by the Customer.
- 1.7 No fees will therefore be recoverable by the Provider under the Taking Control of Goods (Fees) Regulation 2014 as would be the case in standard enforcement activity.
- 1.8 The Department for Work and Pensions (DWP) (Customer) incorporating the Child Maintenance Service may hereafter be referred to as "Customer."

2. BACKGROUND TO THE CUSTOMER

- 2.1 The Customer is a major Government Department responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and Debtors.
- 2.2 DWP is a ministerial department, supported by 13 agencies and public bodies.
- 2.3 DWP provides services in a number of ways, for example through Jobcentre Plus, The Pension Service, the Child Maintenance Service and partner organisations.
- 2.4 For more information on the work and overall objectives of the Department, please follow the links to our gov.uk website:
- 2.5 <https://www.gov.uk/government/organisations/department-for-work-pensions/about>

3. BACKGROUND HISTORY TO THE NEED FOR THE ARREST WARRANTS SERVICE

- 3.1 The Child Maintenance Service is a delivery arm of the DWP in the UK that is responsible for implementing the Child Support Act 1991 and subsequent legislation in the form of the Child Maintenance Service.
- 3.2 The Child Maintenance Service's primary objective is to maximise the number of effective child maintenance arrangements in place for children who live apart from one or both of their parents. These may be arranged privately or through the statutory scheme.
- 3.3 The Child Maintenance Service (CMS) Enforcement Team are responsible for the operational delivery of the Services on behalf of the Department for Work & Pensions (DWP).
- 3.4 The Customer considers and undertakes wide-ranging internal and external recovery action prior to considering the progression of child maintenance arrears cases to the Sanctions Stage in the Magistrates Court. These include but are not limited to: -
 - 3.4.1 Desktop based research related to the Debtor's current financial circumstances and ability to pay
 - 3.4.2 Deduction from Earnings Order – used to secure ongoing maintenance and/or arrears, where payment is deducted from salary when a Debtor is employed on a PAYE basis.
 - 3.4.3 Regular Deduction Order – used to secure ongoing maintenance and/or arrears, where payment is taken directly from the Debtor's bank account.
 - 3.4.4 Lump Sum Deduction Order – used to secure arrears, where payment is taken directly from the Debtor's bank account.
 - 3.4.5 Obtaining a Liability Order (LO) (or, when the relevant legislation is implemented in 2025 an "Administrative" Liability Order) from a Magistrates Court (or, in the case of an "Administrative" Liability Order made by the Secretary of State, on every case referred).
 - 3.4.6 Enforcement Action – using external Enforcement Agents to support the recovery of debt once a Liability Order has been obtained. Where enforcement action has been unsuccessful or broken down, progression to Sanctions Stage may be considered.
- 3.5 Sanctions Stage is the final recovery stage available to CMS. The range of more draconian sanctions available to the Court in the event of non-compliance and failure by the Debtor to reach an acceptable agreement to pay the child maintenance arrears include: -
 - 3.5.1 Disqualification from holding or obtaining a driving licence or passport
 - 3.5.2 Confiscation of Driving Licence
 - 3.5.3 Imprisonment for up to 42 days
- 3.6 Any Sanctions involving passports or driving licences will normally be suspended and any committals to prison will be postponed on the basis of the Debtor entering into a formal court agreement to pay the arrears.
- 3.7 Crucially, progression to Sanctions Stage will only occur where CMS has reliable in-house data obtained from HMRC and other sources indicating that we have an up-to-date accurate address and there is an underlying ability to pay.
- 3.8 Where a case has reached the Sanctions Stage and where an arrest warrant has been issued, CMS will not agree to long term- payment arrangements outside the Sanctions

hearing stage. The focus within the arrest warrants service will therefore be on securing immediate payment in full or within an extremely short timescale prior to the court hearing.

- 3.9 In terms of economic profile, in-house data suggests that the vast majority of Debtors progressing to Sanctions Stage are self-employed males:
- 3.10 In addition, the decision to progress and proceed to Sanctions Stage is dependent on consent from the Receiving Parent who may also have provided information to the Customer that the Non-Paying Parent (Debtor) has the means to pay the arrears. In some cases this is withdrawn following referral. This may then impact on the number of arrest warrants that are withdrawn by the Customer.
- 3.11 Where a decision has been made to proceed to Sanctions Stage, CMS will apply to the Magistrates Court for a hearing at which the Debtor is summoned to attend.
- 3.12 Where the Debtor fails to attend the first hearing on summons, the CMS Presenting Officer (PO) will usually ask the Court for an arrest warrant to compel attendance of the Debtor at a second scheduled hearing.
- 3.13 Where warrants with bail are normally issued in the first instance where these fail a warrant without bail is issued.
- 3.14 However, this is dependent on the Court, who may decide to give the Debtor another chance to attend, without granting warrant without bail. In these cases where a warrant with bail has already been successfully executed by the Provider i.e. via surrender, the existing arrest warrant cannot be re-issued and the PO will decide whether to apply for a new arrest warrant with or without bail.
- 3.15 In cases where following the issue of an arrest warrant, the PO has received new intelligence that the Debtor is living at a new address, the PO may need to request an amendment to the existing arrest warrant if it has not already been executed or may request a new arrest warrant. This is most likely to occur where the debtor has moved outside the court jurisdiction area where the existing arrest warrant was granted.
- 3.16 Therefore, it is likely that some Debtors will be the subject of numerous arrest warrants during the course of the Sanctions Stage.
- 3.17 For clarification it is not anticipated that warrants of commitment will be issued frequently but where used at all, it is not anticipated that the Provider will be expected to deliver this type of arrest warrant.
- 3.18 In recognition of the severity of the possible Sanctions outcomes, the Customer will generally only proceed to Sanctions Stage where the Debtor's arrears are a minimum of £[Redacted]
- 3.19 However, the amount of arrears owed by each Debtor can vary greatly. A detailed profile of the level of debt for cases referred to Sanctions stage is not currently available. However as of July 2024 the amount of child maintenance arrears at Sanctions Stage ranged from £[Redacted] to £[Redacted] at the upper outlier level.
- 3.20 The Customer recognises the importance of taking timely action to assist with supporting effective and timely debt collection. The Customer introduced the 'Faster Enforcement' initiative during the early part of 2023. The key to 'Faster Enforcement' is speed of outcome, moving cases that are non-compliant through all appropriate earlier internal and external recovery processes as quickly as possible. By the time a child maintenance arrears case reaches the advanced Sanctions Stage, other recovery options, including enforcement routes will normally have been discounted or exhausted.
- 3.21 However, where intelligence is provided to CMS that there may be new recovery routes following a change in circumstances or new intelligence around assets, options for other

recovery routes may be re-considered. At this advanced recovery stage however it is more likely that CMS will proceed to the Sanctions hearing as planned.

- 3.22 Furthermore, although the primary purpose of the arrest warrants service is fundamentally around maximising the number of arrest warrants executed and promoting attendance at what is believed to be the known address at the point of issue, the role of the Provider in communicating any new intelligence including new addresses back to the Customer is also a valuable and essential aspect of the service in supporting the overall aims of Faster Enforcement.
- 3.23 See Section 5: Nature and Scope of the Service, for details of the activity and outcome areas that the Provider will be expected to focus on in the delivery of the service.

4. DEFINITIONS

- 4.1 The Customer has provided the following definitions relevant to the Agreement:

Expression or Acronym	Definition
"The Agreement"	Means the proposed Call Off Contract to which this Statement of Requirements is Appended.
Arrest Warrant	Means the arrest warrant obtained by the Customer at the Magistrates Court that will be executed by the Provider
"Calendar Days"	Means Monday to Saturday in a standard week, excluding bank holidays for Enforcement activities.
"Case Management System"	Means the IT software and Hardware used by the Provider to deliver the Services and/or input and retain an accurate, auditable and current record of all Buyer Placements including all Debtor records, and to record details of all activity and communications undertaken by the Provider or any Subcontractor or the Debtor or the Customer relating to any individual Debt, Debtor, and/or Enforcement actions.
"Change Control Procedure"	Means the procedure for changing the Framework Agreement and/or the Customers Call Off Contract in accordance with Clause 35 of the Call Off Terms and Conditions.
"Closure File" / "Closure Code"	Means Provider File used to close Debtor Accounts. The Provider will determine the reason for the Closure, signified via Closure Codes, agreed with the Customer
"CMS"	Means Child Maintenance Service.
"Colleague"	Means a member of staff within the Customer.
"Continuous Improvement" or "Continuous Improvement Plan"	Means a set of activities designed to bring gradual, ongoing improvements to products, services or processes through constant review, measurement, and action.
"CSR"	Means Corporate Social Responsibility.
"Customer Portal"	Means an online portal provided by the Provider accessible by the Customer to support delivery of the Services.
"Data"	Means all data, information and communications in whatever form or format, including Government Data, Confidential Information, and Personal Data.
"Debt"	Means an obligation or liability to pay an amount of money to the Customer, which is passed onto the Customer's Receiving Parent.
"Debtor"	A person who owes a sum of money – this may be a judgment debt or a criminal financial penalty fine which is in default or a liability order.
"Debtor Data"	Means all data and information relating to (a) a Debtor and/or (b) persons who may be connected or associated with the Debtor, excluding Personal Data.
"Deliverables"	Means as the context may require: <ol style="list-style-type: none"> 1. The requirements listed in Appendix 1 Service Specification and Appendix 1A Service Levels and Performance Management
"DWP"	Means the Department for Work & Pensions.

“Executed”	Means the formal execution of arrest warrants in line with legal process and requirements
“FOI”	Means Freedom of Information requests.
“Help Desk”	Means the Provider Staff, processes and systems used by the Provider to support the Customer.
“Implementation”	Means mobilisation and migration post contract go-live, or the point at which the new Provider commences provision of the ordered services.
“Implementation Plan”	Means 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 Provider and the Customer.
“Liability Order”	Means a Liability Order (LO) granted by a Magistrates Court or created in accordance with any new provisions that may come into force during the term of the contract
“Management Information” or “MI”	Means the management information specified in: Clause 5 - of the Call Off Terms and as set out in the Section 10 of this document
“OGD”	Means Other Government Departments.
“Order Form”	Means a completed Order Form Template (or equivalent information issued by the Customer) used to create a Call-Off Contract.
“Personal Data”	Means has the meaning given to it in the UK GDPR.
“PO”	Means the Customer’s Presenting Officer who requests arrest warrants and acts as the main point of contact with the Provider’s staff around executing the arrest warrants.
“PPN”	Means Procurement Policy Note.
“PQ”	Means Parliamentary Questions.
Pause activity	Means when the Customer decides to temporarily delay arrest warrant action
“Provider”	Means the Managed Enforcement Service Organisation supplying the required resource.
“P2P”	Means Purchase to Pay.
Receiving Parent	Means a Receiving Parent of DWP and CMS services.
Service Level	Means the standards or performance levels required in delivering the contract as outlined in Appendix 1A to the Call Off Contract
“SLA”	Means Service Level Agreement.
“Termination Assistance”	Means the activities to be performed by the Provider pursuant to the Exit Plan, and other assistance required by the Customer pursuant to the Termination Assistance Notice, as defined in
“WCAG2.1 AA”	Means Web Content Accessibility Guidelines 2.1 – AA standard.
Withdrawal	Means when the Customer decides to stop arrest warrant action by the Provider
“Working days”	Means Monday to Friday in a standard working week, excluding bank holidays.

COLLABORATION WITH THIRD PARTIES

- 4.4 Without prejudice to any other requirements in this Call-Off Contract which apply to sub-contracting, the Provider will also need to offer details of any third-party organisation (including any Sub-Contractors) intended to be utilised for these services, so that the Customer can interrogate these third-party organisations to ensure appropriate standards are maintained throughout the entire Enforcement process. The responsibility for ensuring that all the Framework and Call Off Terms and Conditions are adhered to by third party organisations (including sub-contractors) remains with the Provider regardless of any interventions by the Customer.
- 4.5 To ensure legal compliance, and without prejudice to the Provider's other obligations under this Call-Off Contract, the Provider must provide the Customer with details of each third party's corporate responsibility and/or liabilities should these requirements ever be called into question. The Sub- contractors to be employed by the Provider are to be notified to the Customer both prior to commencement of this Contract and during the Contract period. Any sub-contractor will be subject to approval by the Customer prior to their commencement of work under this Contract.
- 4.6 Pursuant to Clause 12 of the Call Off Contract Terms and Conditions and for the purposes of this Call-Off Contract, the Customer gives its Approval that Sub-Contract opportunities are not required to be advertised by the Supplier on Contracts Finder.
- 4.7 For clarity self-employed (sole trader) agents may be used by the Provider in delivering this contract but do not need to be listed as sub-contractors

TERMS AND CONDITIONS

- 4.8 The Provider is required to meet and adhere to the legislation outlined in Section 5 Provision of the Arrest Warrants Service and any current or future legislation that may impact the services delivered within the Agreement.
- 4.9 The Provider must meet and adhere to any additional requirements that are specified within this document and included in the Call Off Contract Schedules throughout the life of the Agreement, unless otherwise specified by the Customer.

Provider should note that in entering into a call off contract, the Provider is agreeing to the Terms and Conditions as outlined in the Further Competition Form.

5. FUNCTIONAL REQUIREMENTS

NATURE AND SCOPE OF THE SERVICE

- 5.1 The main types of activity and outcomes that the Provider will be required to deliver under the Call Off Contract are as follows: -
- 5.1.1 Execution of Arrest Warrants with Bail
- 5.1.2 Execution of Arrest Warrants without Bail
- 5.1.3 Encouragement and promotion of attendance at the scheduled court hearing -both during and after execution stage using the skills and resources of the Provider Organisation and the Provider's staff /agents
- 5.1.4 Receiving Full Payment of Outstanding Arrears during the arrest warrant execution process
- 5.1.5 Collaborative working with the Customer's Staff, particularly CMS Presenting Officer's, to maximise operational and logistical effectiveness across the delivery area

- 5.1.6 Intelligence gathering and timely communication back to the Customer to support the overall delivery of the Child Maintenance Service aim to support Faster Enforcement and maximise payments to Receiving Parents with dependent children
- 5.2 Other intrinsic aspects of the service which the Provider will be expected to deliver include:
 - 5.2.1 Provision of Management Information relating to the contract and its performance, spend and volumes, social value reporting, as detailed in Section 9 – Management Information / Reporting
 - 5.2.2 Dedicated account management to support the effective delivery of services and ensure the performance of the Contract in line with the agreed service levels;
 - 5.2.3 Effective sub-contractor management where applicable.
 - 5.2.4 Where applicable developing and strengthening the supply chain, including developing the ability of SME sub-contractors' to provide services to the Customer across the required geographical footprint to address any gaps in provision.
 - 5.2.5 Continuous improvement activities, including but not limited to supporting the Customer in Social Value projects

GEOGRAPHICAL COVERAGE

- 5.3 The Services apply to only England and Wales. Scotland and Northern Ireland are out of scope. The Provider will be required to provide the service in all regions of England and Wales covered within the relevant Geographical Lot.
- 5.4 The Provider must ensure full and consistent resource coverage throughout the relevant England and Wales Geographical Lot from the Contract Service Commencement Date (Go Live Date).
- 5.5 A copy of the list of regions included within each Lot is available in Appendix A: Baseline Data- Volumes, Outcomes And Rates

AVAILABILITY OF SERVICES

- 5.6 The Provider must enable contact between the Customer and the Provider between the hours of 09:00 and 17:00 Monday to Friday, excluding bank / public holidays. If the Customer requires cover at any other time, this will be arranged in discussion with the Provider.
- 5.7 The required contact availability hours outlined above are closely aligned to the operational hours of the Magistrate's Courts and the working hours of the Customer's PO's.
- 5.8 The Provider is required to have the resources and solutions to meet these requirements to support the Customer during the course of its business
- 5.9 Moreover as successful delivery of this service will rely heavily on direct and frequent communication between the Customer's Presenting Officers and the Provider's Enforcement Agents/Certified Agents, there will be an expectation that the Customer and the Provider will work collaboratively to ensure that full contact details , including mobile phone numbers and email addresses, for both parties key staff are shared at the outset of the contract and updated on a regular basis as needed.
- 5.10 The Customer's PO will ensure that contact details are provided on the additional information file provided with each arrest warrant issued to the Provider.

- 5.11 The Customer will also endeavour to provide an emergency central point of contact in the event that the relevant local Presenting Officer(s) or Team Leader is not available during Monday- Friday 09:00 -17:00.

INDUSTRY STANDARDS

- 5.12 The Provider must provide the Services in accordance with the following Legislation and Industry Standards in as far as each is applicable to the delivery of an arrest warrant execution service and the ancillary collection of full payment of debt:
- 5.12.1 Taking Control of Goods: National Standards (April 2014) - GOV.UK, which set out the standards for use by all enforcement agents, public and private, the enforcement agencies who employ them and the major creditors who use their services.
- 5.12.2 Certification of Enforcement Agents Regulations 2014, which focus on the requirements an individual must meet before they are granted a certificate to work as an enforcement agent.
- 5.12.3 Be members of The Civil Enforcement Association (CIVEA) and to abide by the CIVEA Code of Practice,
- 5.12.4 The Provider will be expected to adhere to the code of conduct of the Office of Fair Trading and Credit Services Association. It will be for the Provider to determine whether or not individual accreditation is a requirement for self-employed agents used under the contract.
- 5.12.5 Be registered with and accredited by the Enforcement Conduct Board.
- 5.13 Where the Customer becomes aware that whilst delivering the Services on behalf of the Customer, a Provider's Sub-contractor has significantly breached or is believed to have significantly breached any of the Industry Standards outlined above on one or more occasions, or alternatively , is believed to have demonstrated repetitive disregard for the standards required, the Customer reserves the right to require the Provider to stop using the Sub-contractor to provide services for the Customer on a temporary or permanent basis as needed and/or until such time as the situation is resolved to the satisfaction of the Customer.

PROVISION OF THE ARREST WARRANTS SERVICE

- 5.14 The Provider will be required to deliver execution of the arrest warrants service in accordance with the legal provisions listed below:
- 5.15 The Customer is able to request that a judge of the Magistrate's Court issue a warrant of arrest under Section 39A Child Support Act 1991 and regulation 35 of the Child Support (Enforcement and Collection Regulations) 1992 which states:
- 5.15.1 For the purposes of enabling an inquiry to be made under section 39A of the Act as to the liable person's conduct and means, a justice of the peace may—
- 5.15.2 (a)issue a summons to him to appear before a magistrates' court and (if he does not obey the summons) issue a warrant for his arrest; or
- 5.15.3 (b)issue a warrant for his arrest without issuing a summons.
- 5.16 The Provider shall execute warrants of arrest both with and without bail in line with Section 40 of the Child Support Act 1991 and regulation 34 of the Child Support (Collection and Enforcement) Regulations 1992
- 5.16.1 Regulation 34 of the Child Support (Collection and Enforcement) Regulations 1992 states: A warrant issued under section 40 of the Act may be executed anywhere in England and Wales by any person to whom it is directed or by any constable acting within his police area.

5.17 Schedule 4A of the Magistrates Courts Act 1980 clarifies that an “authorised officer”, in relation to a warrant, means a person who is entitled to execute the warrant by virtue of—

5.17.1 (a) section 125A of this Act (civilian enforcement officers); or

5.17.2 (b) section 125B of this Act (approved enforcement agencies);

REFERRAL OF ARREST WARRANT CASES

5.18 The Provider will receive individual warrants from the Customer's Presenting Officer (PO), and/or receive warrants from the Customer's Single Point of Contact.

5.19 The Customer's will refer arrest warrant cases to the Provider using the method or methods agreed during the contract implementation phase. See Section 7.6 Digital Transfer on the Customer's preferred transfer methods.

5.20 Upon receipt of referral, assign a unique Provider reference number and notifying the Customer of the allocated reference.

5.21 Carry out any desktop address checks needed to verify the information provided on the referral prior to allocation to one of its certified agents.

5.22 Allocate the referral to one of its certified agents on receipt of the referral in line with its normal allocation policies providing that these support the delivery of arrest warrants in a timely basis, particularly where arrest warrants have imminent court hearing dates or scheduled court hearing availability

5.23 To support with logistical planning the Customer will provide the Provider with a list of regular scheduled court hearing sessions available for or reserved for Child Maintenance matters in the Magistrates Courts across England and Wales and will update this on a regular basis as needed

DELIVERY OF ARREST WARRANTS- AIMS AND PRINCIPLES

5.24 The overarching aim of the arrest warrant service, whether Bail or No Bail warrant, is to promote, encourage and compel attendance at a Court Hearing wherever possible.

5.25 The Provider will use their best endeavours to ensure that the Debtor attends the scheduled court date listed on the arrest warrant or the next planned/scheduled court hearing session as agreed with the Customer's PO and will organise all their available resources to support the efficient and timely delivery of the service to meet individual case deadlines.

5.26 Whilst there will be no absolute target for delivery of individual arrest warrants other than the specific requirements of each case as outlined above, the Provider should support the Customer to achieve successful execution within 90 days of referral to the Provider, taking into account the changeable circumstances around some cases over a longer timeframe.

5.27 The Provider and the Customer will jointly review successful delivery rates against a 90-day initial timeline for execution at contract management meetings with the aim of continuous improvement of performance by both parties.

5.28 The aim will be to establish a baseline target for successful delivery to be used in the future.

5.29 For the avoidance of doubt, no service credits will apply to any failure to ensure delivery within the 90-day target timeline for execution.

5.30 Given the expected self-employed profile of the Debtor's subject to arrest warrants, the Provider must ensure that where possible at least some of the visits to the Debtor property are out of normal hours. The Provider should apply acceptable times for visits, not before

06.00 or after 21:00 (as per GOV.uk website)
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/353396/taking-control-of-goods-national-standards.pdf)

- 5.31 In exceptional circumstances alternative times can be attempted but the Provider must discuss the requirement with the Customer's PO beforehand.
- 5.32 To provide the Customer with assurance the process has been carried out, the Provider must document the date and time of each individual visit via electronic case notes. Where an unsuccessful visit has taken place, the Provider must leave a communication at the property confirming the time/date of the visit.
- 5.33 The Provider shall comply with all legal requirements regarding the health and safety of both their employees and the people in their custody and also comply with the relevant legislation requirements i.e. Human Rights Act 1998, Data Protection Act 2018 and Bail Act 1976.
- 5.34 Before making the arrest, due diligence will be established in the identity of the Debtor in relation to the proof of ID e.g. driving licence, passport, photographic ID. The use of body camera equipment will be required. The Provider should load and save any images to their systems so the Customer can view if needed. This is to ensure evidence is available if a complaint is received.
- 5.35 The Customer will endeavour to provide a verified photograph of the Debtor to assist with identification of the Receiving Parent.
- 5.36 In accordance with legal requirements the Provider's agent should, on demand from the Debtor, be able to show a copy of the relevant arrest warrant.
- 5.37 In accordance with the provisions of the Magistrates' Courts Act 1980 Schedule 4A, Clause 5 the Provider's registered civilian enforcement officers may use reasonable force, only if necessary, in the exercise of a power conferred on them by Schedule 4A. However, this power should at all times be exercised with due regard to the requirements of all other applicable legislation and guidance in respect of the rights of the individual.
- 5.38 When executing warrants, the Provider will ensure the Debtor is not vulnerable and their absence through arrest will not put at risk other vulnerable dependents within the household including but limited to: children, people with health conditions or impairments, or the elderly. In such circumstances the arrest protocol will be abandoned, and the Customer's PO informed.
- 5.39 The Provider shall undertake their own local tracing action if an alternative address or information is obtained as a result of trying to execute an arrest warrant. If an alternative address for the Debtor is confirmed the Provider should contact the Contracting Authority's PO for guidance/next steps. The Customer may decide to ask the Provider to temporarily pause activity on the arrest warrant pending completion of any enquires and/or a decision on further action. There may be a requirement to withdraw the warrant and start a new referral by issuing in a new Court area. The Customer's Management Team will determine on or before the Ninety (90) days timescale if further action is required.

DELIVERY OF ARREST WARRANTS WITH BAIL

- 5.40 The Contracting Authority's PO will inform the Provider of the court time and date on the warrant referral and provide any updates using the method agreed during the implementation period.
- 5.41 The Provider is to execute arrest warrants in accordance with court direction (as detailed within the warrant).
- 5.42 Where an Arrest Warrant with Bail is executed, the Provider will bail the Debtor to attend a Court hearing on a date provided by the Customer's PO. The Debtor will be requested to

acknowledge the fact by signing a recognisance form. It must be clearly annotated if any payment has been made by the Debtor.

- 5.43 The Provider must make clear to the Debtor that the Provider can arrest under the industry standards definition and explain the consequence of non-attendance at court which could lead to the possible issue of a subsequent Arrest Warrant without Bail.
- 5.44 If successfully executed, confirmation must be returned immediately to the Customer's PO with a full report detailing how and when it was executed and must include any other information that the Provider has obtained whilst in contact with the Debtor that may assist with the successful collection of the debt (e.g. change of address, assets noted, new employer, additional evidence of wilful refusal/culpable neglect etc). This may be via the portal facility.
- 5.45 The Debtor should wherever possible sign the Notice of Bail form (Mags Court Act 1980, section 17(2)(b)) to attend the court.
- 5.46 If the warrant is returned as served but without the signed recognisance form by the Debtor, a full explanation must be provided by the Provider in a written bail form. Such forms are to be returned to the Customer's PO within Twenty-four (24) hours, together with a full report of action taken.
- 5.47 Bail forms are to be provided by the Provider, details to be agreed and approved by the Customer before issuing to the Debtor

DELIVERY OF ARREST WARRANTS WITHOUT BAIL

- 5.48 The Customer's PO will inform the Provider of the potential /scheduled court hearing availability for the arrest warrant and/or provide contact details of the Presenting Officer to enable co-ordination of efforts to arrange execution of the arrest warrant and attendance at court.
- 5.49 The Provider must make clear to the Debtor that the Provider can arrest under the industry standards definition and explain the consequence of non-attendance at court which could lead to the possible issue of a subsequent Arrest Warrant without Bail.
- 5.50 Where the Debtor agrees, the Provider can arrange to transport the Debtor to the Court, Police Station or Custody Suite on a date/time agreed with the Customer's Presenting Officer in order to execute the arrest warrant.
- 5.51 Alternatively, the Provider can execute the arrest warrant via Surrender.
- 5.52 If successfully executed, confirmation must be returned immediately to the Customer's PO with a full report detailing how and when it was executed and must include any other information that the Provider has obtained whilst in contact with the Debtor that may assist with the successful collection of the debt (e.g. change of address, assets noted, new employer, additional evidence of wilful refusal/culpable neglect etc). This may be via the portal facility
- 5.53 The Debtor should wherever possible sign the Notice of Bail form (Mags Court Act 1980, section 17(2)(b)) to attend the court.
- 5.54 If the warrant is returned as served but without the signed recognisance form by the Debtor a full explanation must be provided by the Provider in a written bail form. Such forms are to be returned to the Customer's PO within Twenty-four (24) hours, together with a full report of action taken.
- 5.55 Bail forms are to be provided by the Provider, details to be agree

- 5.56 In the case of Planned Surrender, where the Debtor subsequently fails to attend the required court hearing the Customer's PO will request the Provider to carry out another visit
- 5.57 Only when the Debtor attends court as directed, will the arrest warrant without bail be successfully delivered unless the arrears have been paid in full.
- 5.58 The Provider must be able to demonstrate that they are able to securely arrest and transport Debtors under arrest to Court where appropriate and that they have appropriate insurance cover.

WITHDRAWAL OF THE ARREST WARRANT BY THE CUSTOMER

- 5.59 If the Customer's PO requests a warrant to be returned (withdrawn), the Provider should ensure this is confirmed digitally using the prescribed secure, digital transfer solution agreed during implementation phase based on the preferences of the Customer as outlined in 7.6 Digital - Transfer of Information. No documents need to be returned to the Customer as a result of the Customer asking for the arrest warrant to be withdrawn.
- 5.60 It is possible that an arrest warrant may be withdrawn prior to or following attempts to execute the arrest warrant.
- 5.61 In each case the Customer will provide a general reason for the withdrawal of the case in order to support data analysis and support any invoicing activity by the Provider. In particular, if the arrears have been paid in full to the Customer the Customer will notify the Provider that this is the outcome.
- 5.62 Where the arrears have been paid in full to the Provider, the Provider will be required to contact the Customer's Presenting Officer as soon as possible to confirm receipt of the full payment so that The Contracting Authority can then arrange the formal withdrawal of the arrest warrant.
- 5.63 The process for communicating outcomes will be agreed during the implementation stage taking account of the actual arrangements in place at service commencement date (Go Live date). See 7.6 Digital - Transfer of Information
- 5.64 Where appropriate The Contracting Authority may adopt a general codification system for categorising reasons for withdrawing arrest warrants in agreement with the Provider to assist with data analysis and invoicing.

REGULAR REVIEW OF LIVE ARREST WARRANT CASES

- 5.65 It is recognised that many Child Maintenance arrears arrest warrants can be difficult to execute quickly for a range of factors.
- 5.66 As arrest warrants have no expiry date it is possible that there may be a high proportion of live arrest warrants that have not yet been successfully executed at the three months (90 days) stage and have not been recalled by the Customer.
- 5.67 The Customer would not normally withdraw a live arrest warrant unless there has been a material change in circumstances. Where an arrest warrant remains live the Customer's intention is that the arrest warrant should be executed regardless of how long it may take.
- 5.68 However, should an arrest warrant placed with the Provider still be live 90 days after issue, the Provider will be expected to check with the Presenting Officer on a regular basis if they wish the Provider to continue to try to execute the arrest warrant.
- 5.69 To support effective administration of workload for both the Customer and Provider, the Provider will be asked to report on all live arrest warrants outstanding which are more than 90 days old at contract management meetings so that any appropriate action can be taken to deal with individual cases.

PAYMENTS AND TRANSFERS

- 5.70 As outlined earlier, the Customer will only accept payment in full where an arrest warrant is issued at this advanced stage of recovery.
- 5.71 The numbers of those who clear the arrears in full at arrest warrant stage is expected to be relatively small although the Customer would like to see an increase in the numbers who do pay where this is achieved in line with good industry standards. See baseline data for 2023/34 figures.
- 5.72 Where payment in full occurs at arrest warrant stage, available data suggests that the most cases have a balance of £[Redacted] with a very small number of cases where the balance is in £[Redacted]. The Provider may wish to consider this when assessing whether payment is an available option.
- 5.73 If contact is made and full payment is tendered, the Provider should accept payment only by cash or credit/debit card. Cheque payments should not be accepted unless authorised by the Customer. The Warrant should then be returned to the Customer or confirmed by digital means together with a confirmation of the type and amount payment. See Clause XX Management Information for details of the Payment Information required. Any payment collected by the Provider will be sent to the Customer.
- 5.74 Once the Provider has received full payment, confirmation shall be communicated to the Customer, updating the Provider portal within Two (2) working days following email and/or phone confirmation to the relevant Presenting Officer.
- 5.75 The Provider must ensure that any funds collected by the Provider or any of its Sub-Contractors on behalf of the Customer are processed and electronically deposited into a non-interest-bearing Customer bank account within Twenty-Four (24) hours of debt collection. The bank account must be in the name of the Provider. It is expected that any monies collected will be on a sporadic basis with occasions in which no payments will be received during the week. As a guideline, approximately £[Redacted] was received in 2023/24 as a result of the issue of the arrest warrant and approximately 50% of this sum was paid to the Provider directly.
- 5.76 The Provider shall transfer any cleared funds to the Customer via BACS once in every calendar week.
- 5.77 The Customer requires the Provider to:
- 5.77.1 Assign a unique Provider reference number to each payment.
- 5.77.2 Transfer money into the Customer's bank account by BACS transfer quoting unique reference number.
- 5.77.3 Send payment file information to the Customer in line with MI requirements.
- 5.77.4 Liaise with the Customer to resolve any payment issues.
- 5.77.5 Any errors in money transfers sent to the Customer and electronic data files to be corrected and returned:
- a) Within One (1) Working Day of notification from the Buyer; OR
- b) Where this is not possible the Customer is contacted within One (1) Working Day; AND corrected money transfer or electronic file is issued to the Customer within Five (5) Working Days.

DEFINITION OF SUCCESSFUL PERFORMANCE OUTCOMES

The following definitions of a successful outcome shall apply and will be the basis for any performance-based payments by the Customer under the call off Service Contract

5.78 **Arrest Warrants with Bail:**

- 5.78.1 Debtor arrested and bailed to appear before the court
- 5.78.2 Debtor voluntary surrenders in response to contractor's instructions, ideally with a signature on a completed bail form or other evidence of surrender, (verification of attendance at court is not required for the execution to be deemed successful)
- 5.78.3 Debtor pays arrears in full following issue of the arrest warrant as a result of the verified execution/attempted execution of the warrant -either directly to the Provider's representative in person using cash/ debit card, or, directly to CMS using any available method.

5.79 **Arrest Warrants without Bail**

- 5.79.1 Debtor arrested and transported to appear before the court or to a police station/custody suite if outside of court hours
- 5.79.2 Debtor voluntary surrenders in response to contractor's instructions, details of the verbal surrender are recorded in an appropriate format using body cameras for recording purposes wherever possible, and attendance at the court hearing is verified by the Court/CMS (Planned Surrender)
- 5.79.3 Debtor pays arrears in full following issue of the arrest warrant as a result of the verified execution/attempted execution of the warrant -either directly to the Provider's representative in person using cash/ debit card, or, directly to CMS using any available method
- 5.80 For the avoidance of doubt, achievement of one or more outcomes as outlined above will result in a maximum of one single rate of payment based on the agreed price submitted by the Provider for 5.78 or 5.79.
- 5.81 The agreed pricing will be included in Appendix 2b Prices for Services at Contract Award stage.
- 5.82 As outlined earlier in the Background History section, payment in part at the execution stage would not be accepted at this advanced recovery stage and we would not ask or expect the Provider to accept payment in part at the Arrest Warrant Execution stage.
- 5.83 In order to support the ability of the Provider to validate outcomes, the Customer will undertake to provide centralized updates on the outcome of all court hearings and cases where payments in full have been received. The method of communication will depend on the arrangements for data transfer agreed at implementation stage. See Section 9 Management Information Reporting
- 5.84 For administrative efficiency across the business the Customer will seek to agree a common approach to data transfer and coding system for case outcomes for all Providers awarded a contract under the Call Off Competition. Therefore the Customer reserves the right to determine any final list(s) of codes to be used by the Provider during the implementation stage.
- 5.85 Outcomes shall be classified as successful where the payment secured on behalf of the Customer complies with the principles outlined in this Section 5. For the avoidance of doubt

no payments will be made for any individual cases where the Customer has obtained evidence of coercion and/or failure to adhere to industry standards

- 5.86 Where the Customer has reasonable grounds to believe that there has been a widespread and/or recurring misuse of the arrest warrant legislation to achieve outcomes and/or financial gain by the Provider, this will constitute a Material Breach of the Call-Off Contract and the Customer reserves the right to terminate the contract in line with the provisions of Clause 44.7 of the Call Off Contract.

COMPLAINTS

- 5.87 Complaints should be handled in line with procedures on the <https://www.gov.uk/government/organisations/departments-for-work-pensions/about/complaints-procedure>, clarifying how to complain about enforcement action. This signposts Debtors to complaining directly to the specific companies registered with DWP and provides contact details including email addresses and phone numbers.
- 5.88 A complaint is an expression of dissatisfaction about the Customer (or the Provider acting on behalf of the Customer) made in person, in writing or by telephone to any member of Staff of
- 5.89 The Customer or the Provider that requires follow-up action. Complaints can be made by the Debtor, their authorised representative or third parties.
- 5.90 Upon receipt of a complaint the Provider shall identify if the complaint is regarding the actions (including non-action) of the Provider or the Customer and must issue a letter of acknowledgement to the complainant within Forty-eight (48) hours.
- 5.91 If the complaint relates to the actions of the Provider, the Provider must investigate and resolve the complaint and send a copy of all correspondence and the outcome to the Customer. The Provider actions specifically mean activity undertaken by them and not the principle of collecting debt on behalf of the Customer. The Provider must seek to resolve the complaint within Fifteen (15) working days of receipt.
- 5.92 The Provider must provide the Customer with a monthly record of all complaints received together with the action taken to resolve the complaint including the following information where appropriate in respect of each complaint:
- 5.92.1 Names of complainant(s)
 - 5.92.2 CMS Debtor Reference
 - 5.92.3 Assigned Complaint Reference number(s)
 - 5.92.4 Dates complaint(s) were received
 - 5.92.5 Actions taken to resolve the complaint(s)
 - 5.92.6 Dates the complaint(s) were cleared
 - 5.92.7 Dates that details of the complaint(s) were referred to the Customer
- 5.93 If the complaint relates to actions taken by both the Customer and the Provider, the Provider shall refer the complaint to the Customer on the day of receipt providing all relevant information and liaising with the Customer's Designated Contact Point who will respond to these complaints.

- 5.94 If the complaint relates to actions taken by, or concerning the role of, the Customer, the Provider shall refer it to the Customer on the day of receipt. the Customer shall then respond to the complaint.
- 5.95 If the complaint is by someone other than the Debtor, their nominated representative or an employer, the Provider shall refer the complaint to the Customer via the Designated Contact Point on the day of receipt.

DISCLOSURE OF INTEREST IN CHILD MAINTENANCE CASES

- 5.96 Notwithstanding the provision for Conflicts of Interest in Enforcement Framework 1200 Call Off Terms and Conditions Clause 10, the following shall also apply:
- 5.97 Any Key Personnel identified by the Provider, their local agents, or any other person, acting on their behalf, with an interest or involvement in a child maintenance case must declare that interest. The definition of interest or involvement includes any member of a Key Personnel's family (including father, mother, siblings, aunts, uncles, grandparents, cousins or partner's family as detailed before), friends or acquaintances. The Provider will take all necessary steps to ensure that Key Personnel have no access to the cases in which they have a personal interest or involvement.
- 5.98 Where appropriate, the Provider may request the Customer to reallocate a conflict of interest case to any other available Provider who has been awarded a call off contract for delivering arrest warrant services

SENSITIVE AND HIGH-PROFILE CASES

- 5.99 Notwithstanding the provision for Conflicts of Interest in Enforcement Framework 1200 Call Off Terms and Conditions Clause 10, the following shall also apply:
- 5.100 High profile cases, or those in which members of the Customer's Staff have a personal interest, will be subject to restricted access by implementation phase and both employees of the Customer and the Provider. These cases, known as "Sensitive" cases will be treated as confidential and the Provider will be required to have appropriate designated staff responsible for the case progression and will deal with the named designated member of the Customer's Staff.
- 5.101 Where appropriate, the Provider may request the Customer to reallocate a conflict-of-interest case to any other available Provider who has been awarded a call off contract for delivering arrest warrant services
- 5.102 The transfer method for Sensitive cases will be finalised during the implementation phase and may be via the Portal or by Secure email depending on the functionality of any available portal.

DEBTOR LANGUAGE PREFERENCE

- 5.103 The Customer's Debtors have the choice of dealing either in English, Welsh, another language of their choice or bilingually. Debtors have the right to change their language preference at any time. Where a Debtor chooses to communicate in a language other than English, the Provider shall provide appropriate communication methods to ensure that the same standard of service is delivered regardless of language preference.

INTELLIGENCE GATHERING- EXCHANGE OF INFORMATION

- 5.104 Subject to the provision for the Schedule 5 of Appendix 3 (Data Protection Schedule, the Parties agree that they will each promptly make full disclosure to the other of any and all information that may come into their possession or otherwise come to their attention during the period of this Contract, which may be beneficial to and assist the Parties in delivering

the Service or otherwise benefit the Customer. This shall include, but not be limited to, the following:

- 5.104.1 Change of address from that listed on any arrest warrant
- 5.104.2 Information regarding any temporary absence outside the UK likely to impact on the ability to deliver the service
- 5.104.3 Details of new PAYE employment disclosed by the Debtor
- 5.104.4 Change in family circumstances and/or composition of household
- 5.104.5 Details of any new bank accounts disclosed by the Debtor
- 5.104.6 Potentially violent cases
- 5.104.7 Threats of violence

6. BASELINE DATA-VOLUMES, OUTCOMES AND RATES

- 6.1 See Appendix A for data sets outlining previous arrest warrant activity, volumes, outcomes and rates.
- 6.2 The data sets provide an overview of previous and projected future service requirement and previous performance. This is provided as background information to allow the Provider and its Sub-contractors to understand the nature of and potential income from Arrest Warrant service delivery under any call off contract.
- 6.3 The projected volume of arrest warrant referrals and execution rates have been used in preparing the notional volumes /rates upon which the pricing approach for each Lot has been developed.
- 6.4 A copy of an outline map area for each Geographical Lot has also been included together with a list of the areas that are covered by the Lot.
- 6.5 The Customer does not guarantee the level of Arrest warrant cases that may be made in the future or the level of income that the Provider may be able to obtain through the Call Off Contract.

7. NON-FUNCTIONAL REQUIREMENTS

SECURITY AND AUDIT

- 7.1 DWP has legal and regulatory obligations to verify that the Providers we work with have a reasonable standard of security in place to protect Authority data and assets. DWP is committed to the protection of its information, assets and personnel and expects the same level of commitment from its Providers (and sub-contractors if applicable). In order to protect the Department appropriately, DWP have recently reviewed its Security Provider Assurance process and requirements and have made the applicable changes in line with industry good practice.

These changes include but are not limited to the insertion of additions to the YPO standard Core Terms and Conditions:

- 7.2 Schedule 3 to Order Form Appendix 3 (Security Schedule)
 - The completion of the 'Information Security Questionnaire' as part of the pre-contract activity following the notification of results stage-Schedule 3 to Order Form Appendix 3 DWP Enforcement Services ISQ

- Compliance with the DWP's relevant policies and standards, Full information about DWP's security safeguards and requirements can be found here: GOV.UK 'DWP procurement: security policies and standards' DWP procurement: security policies and standards - GOV.UK (www.gov.uk)
- 7.3 For the avoidance of doubt a default of the requirements of the DWP aligned Security Schedule and the DWP security policies and standards referenced above which -the Customer considers to be significant, will constitute a Material Breach of the Call Off Contract and may be grounds for immediate termination of the contract.
- 7.4 Following notification of the Call off Competition Results, Providers will be required to complete the Information Security Questionnaire (ISQ) that allows the Customer to assess the Provider's compliance with DWP Security Schedule, Policy, Standard and industry good practice. You should complete this questionnaire, using the instructions tab, including signing the declaration tab as part of the Direct Award Call Off process. You MUST provide supporting evidence as requested within the Information Security Questionnaire. e.g., relevant policy or ISO certification.
- 7.5 Any provisional Contract Award will only be formally confirmed when the DWP confirms that the Provider has met the minimum DWP standards required.

DIGITAL - TRANSFER OF INFORMATION

- 7.6 Previously the transfer of essential data between the Customer and the Provider has relied on secure email exchange together with frequent, direct contact between the Customer's Presenting Officer and the Provider's staff. The arrest warrant service has not been digitalized on the internal CMS operating system due to the relatively low volume of arrest warrants generated by CMS.
- 7.7 In particular, the Customer has used secure email to transfer arrest warrants and linked additional information to the Provider in pdf form. Both of the key documents used are in house documents.
- 7.8 The impact of the lack of digitalization outlined above is that the level of management information available to both Buyer and Provider has also been limited because of the lack of effective structured two-way information flows on activity and outcomes
- 7.9 Unfortunately, the disproportionate cost of internal digitalization by CMS is likely to remain prohibitive during the life of the proposed contract.
- 7.10 The Customer therefore wishes to address the resulting technological issues with the Provider by utilising the functionality of the Provider's Buyer portal to improve the speed and efficiency of data exchange whilst ensuring secure transfer.
- 7.11 Whilst Secure email transfer of data may remain an option at the service commencement data (Go Live Date) in order to support rapid mobilization and deal with any accumulated backlog of arrest warrants, ideally the Provider's portal facility will be available at service commencement date.
- 7.12 If not available at service commencement date, the Customer requires that the Provider's Portal is available together with the required functionality within a maximum of four months from the service commencement date. The Provider shall provide the Customer with access to a portal, with secure individual logins to enable remote access for the Customer to carry out a range of functions. The Customer will require access for 100 operational staff at any one time. Where licences are required at all, any licences obtained should be transferable within the Customer's Workforce.

- 7.13 The Customer will, where required to do so by the Provider, provide a nominated Single Point of Contact who will oversee authorised access to the Portal by the Customer's staff. The Customer will be prepared to self-administer access directly where this presents a cost saving to both the Supplier and the Customer in the cost of access to and use of the Portal.
- 7.14 The Customer wishes to have secure remote access to the Provider's Portal to carry out the following key tasks:
 - 7.14.1 Remotely upload Arrest Warrant case referrals to the Portal either on an individual or batched basis as circumstances dictate using common agreed content and format.
 - 7.14.2 Notification of withdrawal and/or temporary suspension of an arrest warrant by the Customer (with reason/code)
 - 7.14.3 Viewing of the Customer's arrest warrant cases including:
 - 7.14.3.1 key documents e.g. warrant
 - 7.14.3.2 case notes
 - 7.14.3.3 records of visits and/or other contact including dates/times of attempted/successful visits and contact
 - 7.14.3.4 Details of successful execution of the arrest warrant
 - 7.14.4 Details of any payment made to the Provider including the following wherever possible:
 - 7.14.4.1 Amount of payment
 - 7.14.4.2 Method of payment-e.g. cash or debit card
 - 7.14.4.3 Type of payment- e.g. paid to Provider in person or paid remotely e.g. by phone,
 - 7.14.4.4 Date and Time of Payment
 - 7.14.4.5 Identity of the person who paid if not directly paid by the Debtor
 - 7.14.5 Adjustment of Outstanding Balances or alternatively a service request option/Message function to adjust the Outstanding Balances e.g. following direct payment to CMS, Internal CMC Reviews, or Write- Off's/Partial Write-Off's
 - 7.14.6 Service Request Option /Message function - for use by the Customer to provide updates/additional information including any validated change of address that has become available to the Customer's PO
 - 7.14.7 Running/downloading reports/extracting reports - including any standard reports and bespoke reports designed for the Customer as outlined in the list of MI requirements
 - 7.14.8 Buyer Service requests- related to administration of buyer's authorised users
- 7.15 Where remote access is not possible in any of the particular circumstances outlined above, the Customer and Provider will agree alternative methods of managing these requirements.
- 7.16 Where on occasions any hard copies of the Customer's papers are required in addition to the secure data transfer method, they will be sent to the Provider using tracked post.
- 7.17 Any physical data carried or transported by the Provider's staff outside the office should be afforded a similar level of security as it would be within an office and should be transported

securely. A copy of the Provider's Security Management Plan will need to be provided to the Customer before approval can be given to transfer hard copies.

IT (INFORMATION TECHNOLOGY) AND SECURITY INCIDENTS

- 7.18 The Provider will have completed an Information Security Questionnaire prior to confirmation of the award of the call off contract. The Customer may have made recommendations as to the improvements or enhancements to the security requirements in the pre contract period. The Provider will undertake to comply with all the requirements and any changes and enhancements that may be required over the Contract period. This will form part of the Call Off Contract.
- 7.19 The Provider will host all IT services relating to this contract within the UK.
- 7.20 The Provider will not use nor promote the use of shared credentials (username/password) for any digital exchange of data and will use a distinct and personal credential for each staff member (Provider as well as the Customer).
- 7.21 The Provider will provide the Customer a self-service account password recovery or alternatively provide a One (1) working day resolution for password recovery requests.
- 7.22 The Provider will monitor the security environment during the normal course of their business and put in place such arrangements as required to mitigate and eliminate such threats as they become aware of them. This will include any notified to the Provider by the Customer and its agents, but this alone will not be considered sufficient under the terms of this Contract.
- 7.23 The Provider should ensure sufficient resilience on their systems and infrastructure deployed to connect to and receive/transfer information to the Customer in line with contractual agreements.
- 7.24 Incident reports should be provided for all priority incidents detailing the cause of the incident, impact, resolution, and any mitigating actions taken.
- 7.25 The Provider must provide a support/service desk for the logging of incidents during the Agreed Service Time. All contact with the Provider support/service desk must be logged and reported on. The Provider will need to provide:
 - 7.25.1 Their process for any technical support relating to their portal or other system
 - 7.25.2 A point of contact to escalate any technical issues (e.g. email) with that system
 - 7.25.3 A period after implementation when the Provider or Buyer will escalate any technical issues for the Provider to fix as a priority
 - 7.25.4 If there are any system downtime/issues, these need to be communicated to the Customer immediately.
- 7.26 For the purposes of measuring response times the Target Resolution Times are outlined below in Table 2 and shall only be measured during Support Hours. For example, if the Support Hours for a fault are 08:00 to 18:00, then the clock stops measuring the Target Resolution Time at 18:00 in the evening and restarts at 08:00 the following day. The Target Resolution Times shall be as shown in Table 2. below.

Table 2. Target Resolution Times

Priority	Service Incident	Target Resolution Time
1 Critical	Major disruption, service unavailable.	4 Hours*
2 Major	Major inconvenience, some users affected. Could become Priority 1 if unresolved.	24 Hours
3 Minor	Minor problem, no impact on service.	3 Days
*For Priority 1, it should be noted that although the target resolution time is quoted at 4 Hours, the response time from notification is immediate.		

PROTECTION ON INFORMATION

- 7.27 The Provider and any of their Sub-contractors, shall not access, process, host or transfer the Customer Data outside the United Kingdom without the prior written consent of the Customer, and where the Customer gives consent, the Provider shall comply with any reasonable instructions notified to it by the Customer in relation to the Customer Data in question. The provisions set out in this paragraph shall apply to Landed Resources.
- 7.28 Where the Customer has given its prior written consent to the Provider to access, process, host, or transfer Customer Data from premises outside the United Kingdom:
- the Provider must notify the Customer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Buyer Data
 - the Provider shall take all necessary steps in order to prevent any access to, or disclosure of, any Customer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

ACCESSIBILITY

- 7.29 The Supplier shall support the Customer's accessibility requirements and offer the Debtor support in respect of such accessibility.
- 7.30 The Supplier shall ensure that they do not create barriers for individuals engaging with the Services, this includes, but is not limited to:
- 7.30.1 Contact strategies and technologies that promote digital inclusion throughout the delivery of the Services.
 - 7.30.2 Contact strategies for those Debtors that do not have access to or cannot use IT.
 - 7.30.3 Contact strategies that provide provisions and appropriate support for Debtors who have language, understanding or communication restrictions (due to age, ethnicity, disability, etc. This should include offering large text print services, text to talk, braille, audio format documentation, altering communication methods and timings based on user need, offering an interpretation/translation service for Debtors whose first language is not English.
 - 7.30.4 Ensuring all communications are clear, transparent and easy to understand.
 - 7.30.5 Ensuring that the Services provide appropriate support for Debtors regardless of their age, background or ethnicity.
 - 7.30.6 Aligning to the Money and Mental Health Policy Institute Mental Health Accessibility Standards.

7.30.7 Ensuring web pages conform to WCAG 2.1 AA, to comply with the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018 (SI 2018/952) or equivalent subsequent legislation relevant to the UK Public Sector.

7.31 The Supplier shall ensure that information provided in an accessible format is supplied at no additional cost to the Debtor or Customer.

BUSINESS CONTINUITY AND DISASTER RECOVERY

CONTINUITY OF BUSINESS PROCESSES AND OPERATIONS

7.32 The Supplier shall ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables and the recovery of the Deliverables in the event of a Disaster.

BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

7.33 The Provider shall, within Ninety (90) Working Days of the Contract Start Date, be required to prepare and deliver to the Customer for the Customer's written approval a Business Continuity and Disaster Recovery Plan detailing the processes the Provider will follow to support this approach.

8. SOCIAL VALUE

PUBLIC SERVICES (SOCIAL VALUE) ACT 2012 AND PROCUREMENT POLICY NOTE 06/20 – SOCIAL VALUE

8.1 This section relates to the 'Public Services (Social Value) Act 2012' and the Procurement Policy Note (PPN) 06/20 'Taking Account of Social Value in the Award of Central Government Contracts.

8.2 Under the PPN 06/20 It is mandatory for all Central Government bodies to assess Social Value as of 1 January 2021. Details of the PPN can be found here:

8.3 PPN 06_20 Taking Account of Social Value in the Award of Central Government Contracts (3) (publishing.service.gov.uk)

8.4 The PPN 06/20 will be applied to this Agreement to secure wider social, economic and environmental benefits from the Agreement.

8.5 The Social Value Model can be found here:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf

8.7 The Customer has identified a key theme and associated policy outcomes under the Social Value Model to be monitored and continually improved upon throughout the life and duration of the Contract:

8.8 **Theme 4: Equal Opportunity. Policy Outcome: Tackle Workforce Inequality**

8.9 Further information on Social Value requirements can be found in the sections below, including:

8.10 Section 9 Management Information / Reporting

8.11 Section 9 Social Value, and

8.12 Appendix 1A Service Levels and Performance

8.13 Appendix 1C Social Value

MODERN SLAVERY ASSESSMENT TOOL

- 8.14 The Provider will assist the Customer with any investigations into reports or risks identified of modern slavery or human trafficking in the supply chain.
- 8.15 <https://supplierregistration.cabinetoffice.gov.uk/msat> Within Sixty (60) Working Days of the Contract Start Date the Provider will complete the Modern Slavery Assessment Tool, or share an existing assessment, the results of which will be reviewed at periodicity to be agreed with the Customer during the Contract Term to reduce the risk of modern slavery and human trafficking taking place in the supply chain.

DWP ADDITIONAL CONTRACTUAL REQUIREMENTS

ENVIRONMENT REQUIREMENTS

- 8.16 Appendix B to this Statement of Requirements sets out the Sustainable Development Requirements which are applicable to the provision of the Services.
- 8.17 The Provider shall produce a Sustainable Development Policy Statement within Six (6) Months of the Contract Start Date, and annually thereafter.

9. MANAGEMENT INFORMATION/REPORTING

MINIMUM EXPECTATIONS

- 9.1 The Provider must be able to provide all Management Information (MI) and reporting in formats that are compatible with Microsoft Office 2016 or later, e.g. Microsoft Excel via electronic means where excel has been specified.
- 9.2 The Provider should only use PDF format for the provision of contextual documentation to support the analysis of MI.
- 9.3 The Provider must ensure to supply a definitions list for all abbreviations utilised in MI and reporting.
- 9.4 The Provider must not amend format or fields of MI without prior notice in writing to the Customer unless the Customer has specified that there is no fixed format.

DETAILED MANAGEMENT INFORMATION (MI) REPORTING

- 9.5 The Provider must ensure the accurate and timely provision of Management Information (MI) in line with the Customer's internal reporting deadlines.
- 9.6 For operational 'snapshot' reports on activity the Provider is required to provide detailed MI as close to 'real time' as possible to support the Customer's internal reporting and financial systems.
- 9.7 For other reports, including data used for statutory monthly reporting and for KPI's for volumes and performance monitoring, the Provider is required to provide accurate data that reflects performance for the full period of reporting activity required. This will mean reporting monthly, quarterly, six monthly or annually as required based on the final day of the reporting period.
- 9.8 Management Information must be provided as per the required frequency as detailed in Section 09.12 unless specified otherwise.
- 9.9 The Provider must ensure all mandatory fields meet the required format.

- 9.10 Where the Provider is unable to provide the information in the required format or where alternative options for providing the information required become available, the Customer reserves the option to agree alternative arrangements and amend the scope, frequency and format and method of data exchange as required to meet operational requirements.
- 9.11 The Customer will provide named Single Point of Contact (SPOC) to authorise access and administer the appropriate level of access to the Provider's Portal. the Customer will require two levels of access: -
 - 9.11.1 Operational Staff Including PO's and Enforcement Case Managers working on the Front Line in CMS who can view/update accounts and/or upload referrals.
 - 9.11.2 Designated Users of any Report Facility/Data sharing and/or upload individual/batched referrals
 - 9.11.3 Some Customer users may require more than one level of access.
- 9.12 **Table of Management Reports /Acknowledgment Reports and Information Required**
 - 9.12.1 The Customer's preference is that Provider will be able to access and use a self- service report facility on the Provider's Portal for some of the reports listed below. Where this is not possible, the Customer and the Provider will agree alternative methods for obtaining the management information and reports required. This will mean that the Provider will be expected to provide and send reports at the frequency required by the Customer.
 - 9.12.2 **Table: Acknowledgement Reports from the Provider:**

Development Priority Level 1 (required at Contract Go Live Date) or 2 (within 3 months of Contract Go Live date)	File Name	Descriptor/Purpose	Reporting Period	Frequency	Format Required
1	New Arrest Warrant Referrals Received by the Provider- Acknowledgement Report	Confirmation/ Reconciliation File of Number of Arrest Warrants Received and Successfully accepted by Provider on to their case management system.	Monday- Sunday	Weekly – Every Monday following close of previous week	To be agreed during contract implementation period depending on method of transfer agreed.
1	Arrest Warrant Closure Acknowledgement Report	<p>All cases where the Provider has returned the case to the Customer during the month including:</p> <ul style="list-style-type: none"> Executed Arrest Warrants -linked to definition of successful outcomes Withdrawn Arrest Warrants-reason for recall given by the Customer <p>The Customer wishes to agree a common system for codifying outcomes with the Provider including sub-codes for each of the above two outcomes areas to support data analysis, continuous improvement and support the Provider's ability to invoice.</p> <p>The report may or may not need to include evidence of execution of outcomes depending on the method of validation agreed. The Customer's preference is to have access to the Provider's Portal for outcome validation purposes.</p>	Monday- Sunday	Calendar Monthly -As soon as possible following the close of the previous month	To be agreed during contract implementation period depending on method of transfer and method of validation of outcomes agreed.
1	Arrest Warrants Placed on Hold Acknowledgement Report	All cases where the Provider has been requested to put an arrest warrant on hold which are still on hold at the end of the month. 'On Hold' means where the Customer has requested a temporary pause in activity rather than closure to allow for further checks by CMS or a review of the case	Monday- Sunday	Calendar Monthly - As soon as possible following the close of the previous month	To be agreed during contract implementation period depending on method of transfer agreed.

9.12.3 Table: Payment Files from the Provider

Development Priority Level 1 (required at Contract Go Live Date) or 2 (within 3 months of Contract Go Live date)	Report Name	Descriptor/Purpose	Reporting Period	Frequency	Format
1	Payments Files related to the transfer of payments in full collected by the Provider and banked in the Customer's non-interest-bearing Receiving Parent Bank Account	<p>Details of Payments Transferred to the Customer's Bank Account including, amongst other things, the following details:</p> <ul style="list-style-type: none"> • Debtor Surname • National Insurance Number • Scheme Client Identification Number (SCIN) provided by CMS • Liability Order Ref (if provided by CMS) • Third Party Reference Number (TRN) – Provider Unique reference number provided by Contracting Authority • Provider's Unique Reference Number • Total Payment received from each Debtor <p>The Customer's preference is that other information related to full payment made to the Provider should be accessible via the Provider's Portal to support validation and payment of invoices. This should include: -</p> <ul style="list-style-type: none"> • Date and Time of Payment • Method of Payment- Cash/Debit Card • Paid Provider in person or paid remotely e.g. over phone/bank transfer • Identity of Payer if not the Debtor e.g. family member, employer. 	Monday-Sunday	Weekly following close of previous week including weekly zero return report where applicable	Excel sent as csv . Stand-alone file required.

19.12.4 Table: Customer MI and Reporting Requirements

Development Priority Level 1 (Required on Contract Go Live Date) or 2 (within 3 months of Contract Go Live date) 3 (required within 6 months of Contract Go Live date)	Report Name	Descriptor/Purpose	Reporting Period	Frequency	Format
2	Arrest Warrant case allocation by Lot and by Region	A report of all live arrest warrant cases in each Lot by region based on the regional mapping key outlined in the Customer's volumes specification (not CMS regional mapping or postcode mapping), date of referral to Provider, how many have been allocated to an arrest warrant officer and how many are awaiting allocation. Report should also highlight by region any issues with any particular Provider staffing issues based on KPI performance targets.	No Period – Snapshot Report -Full Live Caseload	Self- service on demand Report Via Portal	Excel -No detailed Individual case data required. Headline numerical and Graphs data.
1	Live arrest warrant cases report by Lot	A report of the total number of live arrest warrant cases held by Provider. This report should include as a minimum:- <ul style="list-style-type: none"> • Date Arrest Warrant referred to Provider • Number of days since referral date • Name or Reference Number/Unique Identifier • Current status-Live, On Hold, 	No Period – Snapshot Report -Full Live Caseload	Self- service on demand Report Via Portal	Excel- Full List with Individual case Data. No specific design format providing all fields required included.
1	90- day report arrest warrant exception report by Lot	A report of the number of live arrest warrants held by the Provider which have not yet been executed by the Provider and have not been recalled by the Customer, and which are more than 90 days old from date of referral to the Provider. The report should include as a minimum:- <ul style="list-style-type: none"> • Date Arrest Warrant referred to the Provider • Number of days since referral date • Name or Reference Number/Unique Identifier • Current Status-Live, On Hold, 	No Period – Snapshot Report -Full Live Caseload	Self- service on demand Report Via Portal	Excel- Full List with Individual case Data. No specific design format providing all fields required included.

		This report will take the form of exception reporting to be discussed at Monthly Contract Management Meetings.			
2	Debt Profile Report	An anonymised report of the debt profile of all referred arrest warrants since contract commencement date whether live, on hold or closed based on the balance listed on the arrest warrant at referral stage. This should include as a minimum:- <ul style="list-style-type: none"> • Reference Number/Unique Identifier • Balance at date of referral • Current Balance and Balance at Date of Closure (if applicable) 	Cumulative report	Self- service on demand Report Via Portal	Excel- Full List with Anonymised Case Data. No specific design format providing all fields required included.
3	Social Value Offer Report	A report by the Provider outlining the delivery of the offer made in the Provider's bid submission.	Quarterly	Quarterly	To be agreed during implementation phase
2	Supply Chain Visibility Information Reporting	As determined by any requirements arising after award of contract. As the value of the contract will be less than a £5m threshold, transparency requirements will be limited other than publication of sub-contractors details and contract values where applicable.	Contract Award Stage and any change in sub-contractors	Ad-hoc	To be determined
N/A	Occasional Ad hoc reports when requested by the Customer	Any other reasonable request for data required by the Customer	Ad Hoc	Ad Hoc	Excel

PERFORMANCE REPORTING

- 9.13 The Provider must provide performance reports against the Service Level's, as detailed in Appendix 1A of this Service Specification.
- 9.14 Where the proposed Service Level's identified in Appendix 1A are subject to further joint development by the Customer and the Provider in respect of establishment of accurate baseline information and subsequent target setting, the Customer reserves the right to have final approval of the calculation method and to review the methodology during the life of the call off contract.
- 9.15 The Customer reserves the right not to set a target for the measures outlined in Appendix 1A to support the development of accurate baseline information over the whole life of the call off contract.

SOCIAL VALUE REPORTING

- 9.16 See Appendix 1A and Appendix 1c of this Service Specification for details of the reporting requirements for Social Value.
- 9.17 The format of reporting will be agreed during the implementation period.

FREEDOM OF INFORMATION REQUESTS (FOIS) AND PARLIAMENTARY QUESTIONS (PQS)

- 9.18 The Customer may request ad hoc MI from the Provider to support individual data requests as relates to Freedom of Information requests and Parliamentary Questions.
- 9.19 Due to the nature of these requests, the deadlines may vary and will be communicated to and agreed with the Provider in writing at the point of the request.

10. BENCHMARKING THE SUPPLY CHAIN

- 10.1 The Provider will, on request from the Customer, benchmark their own managed service provision and the supply chain against wider market rates and performance to ensure value for money within the model of delivery and to establish baseline costs to support longer term plans for service delivery.

11. CONTINUOUS IMPROVEMENT

- 11.1 The Provider will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration

12. PRICES FOR SERVICES

- 12.1 The key pricing elements applicable to the Call Off Contract are:
 - 12.1.1 Volume Related Payment: Case Referral Fee -based on price submitted by the Provider
 - 12.1.2 Performance Related Payment: Arrest Warrant with Bail Outcome Fee- based on price submitted by the Provider
 - 12.1.3 Performance Related Payment: Arrest Warrant with no Bail Outcome Fee – based on price submitted by the Provider
- 12.2 Start Up Costs: For the avoidance of doubt, start-up costs will not be paid as a separate element of the pricing of the call off contract. Any additional costs that the Provider believes

will be incurred as a result of providing the service outlined in the Service Specification should be factored into the submitted prices for the elements outlined above.

12.3 See Section 15 for more details of Payment and Invoicing, including re-imbursement of VAT on arrest warrant service delivery fees.

12.4 Following Contract Award the final agreed pricing will be fully outlined in Appendix 2 Prices for Services in the Call Off Contract.

13. **STAFF AND CUSTOMER SERVICE**

13.1 Subject to the provisions for the Provider's Staff in the Dynamic Purchasing System Establishment Terms and Conditions and the Taking Control of Goods Regulations 2014, the following shall apply:

- All Provider staff having direct contact with the Debtor must carry identity cards, incorporating up-to-date photographs of themselves, the identity card must be shown to the Receiving Parent on request to substantiate authenticity.
- The Provider's Staff should, on demand from the Debtor Parent, display a copy of the relevant arrest warrant. The Provider and Provider's Staff shall be representatives of the Customer and shall act in a dignified and polite manner at all times when carrying out enforcement action on behalf of the Customer.
- The Provider's staff shall have a detailed knowledge of civil enforcement and receive regular mandatory training including but not limited to vulnerability and management of conflict to ensure that they always operate within the law and in accordance with the procedures prescribed by the Customer.
- The Provider shall comply with all applicable legislation relating to safeguarding and protecting vulnerable groups, including the Safeguarding Vulnerable Groups Act 2006, the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 and the Protection of Vulnerable Groups (Scotland) Act 2007 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- The Provider must treat Debtors fairly and will be expected to demonstrate the consistent and appropriate use of data and analytics to identify and manage vulnerable Debtors and Debtors experiencing financial difficulties
- The Provider's Staff must all be certificated Enforcement Agents who are registered on the Ministry of Justice register of certified agents.
- The Provider shall provide a nominated contact to the Customer, who will be responsible for providing advice, information, and resolution of any queries, issues or risks that arise and impact the contract.
- The Provider must maintain a Risk Register, clearly defining identified risks, including how they have been assessed and managed.

RESOURCE / STAFF

13.2 The Provider shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

13.3 The Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

- 13.4 The Provider shall ensure that staff understand the Customer's vision for 'Faster Enforcement' to support payments to families and children and will provide excellent Debtor service to the Customer throughout the duration of the Contract.

HELPEDESK PROVISIONS

- 13.5 The Provider is required to be contactable by telephone for the Customer to make an enquiry, complaint, or payment query between the hours of 09:00 and 17:00 Monday to Friday, excluding bank / public holidays.

14. SERVICE LEVELS AND PERFORMANCE

- 14.1 Details of the required Service Levels that the Provider will be expected to achieve and against which the Provider's performance will be assessed, including mechanisms to compensate for poor Provider performance, are detailed in Appendix 1A of this Service Specification.

- 14.2 For the avoidance of doubt, "Service Credits" will not be applied to the call off contract.

15. PAYMENT AND INVOICING

PAYMENTS AND INVOICING MECHANISM(S)

- 15.1 The Provider must be prepared to use electronic purchase to pay (P2P) routes, including Catalogue, e-Invoicing and electronic card technology.
- 15.2 The Provider must be prepared to work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with our ERP system service Provider and systems.
- 15.3 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 15.4 Payment of any performance related elements will be subject to 100% validation of at least one successful outcome criteria for arrest warrants with bail/without bail achieved in the previous calendar month
- 15.5 Payment of any volume- based referral fee element (if applicable to the Call off Contract) will be paid based on total validated numbers of new referrals made by the Customer in the previous calendar month. The cases eligible to be included as new referrals will not include cases which have already been received by the Provider, where execution has not yet taken place but where there has been a change in circumstances or where new information relating to the case is communicated to the Provider. The cases eligible to be included as new referrals will include cases where a new arrest warrant has been obtained from the court following a change of circumstances which rendered any previous arrest warrant invalid.
- 15.6 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The exact methodology for validation will be finalised during the implementation period.
- 15.7 The supporting information required is detailed below.
- 15.8 VAT is chargeable and recoverable on Arrest Warrant Service Delivery fees.

INVOICING REQUIREMENTS AND SCHEDULE

- 15.9 The Customer will provide all address and contact details for invoicing and related queries or escalations, during the implementation phase of the Contract.

15.10 Notwithstanding 17.7 above, the Provider shall be required to invoice the Customer for any eligible charges on a monthly basis.

15.11 The Provider shall provide VAT invoices to the Customer on a monthly basis.

SUPPORTING INFORMATION

15.12 The Provider must provide mandatory supporting information as a minimum to enable accurate and timely payment of invoices. Refer to the table below for a detailed list of invoicing requirements.

Mandatory Fields	
Data required	Data Format
Invoice reference	Text / General
Invoice date	Date
Invoice breakdown	Text
Invoice breakdown	Currency
Invoice Net Value	Currency
Invoice VAT	Currency
Invoice VAT status	Text
Invoice Total Value	Currency
Customer Purchase Order Number (to be provided by The Customer)	Text

16. CONTRACT MANAGEMENT

Full details of the Contract Management requirements are provided in Appendix 1A Service Levels and Performance Management

17. CONTRACT EXIT

17.1 The Provider is to provide an Exit Plan as detailed in Schedule 4 to Order Form Appendix 3 to this Contract. The Exit Plan will include how the Provider will terminate all Services with the exception of the Time to Pay Services, and how the Time to Pay Services will be delivered in parallel to the termination of all of the other Services.

17.2 Where Termination Assistance is required in accordance with Schedule 4 to Order Form Appendix the Customer will require access to the Customer's Portal provided by the Provider to the end of the Termination Assistance Period.

17.3 Where Termination Assistance as defined in Schedule 4 to Order Form Appendix is required by the Customer, the Variation process outlined in clause 35 of the Call-Off Terms and Conditions will be used.

18. APPENDICES

APPENDIX A – BASELINE DATA- VOLUMES, OUTCOMES AND RATES

18.1 Arrest Warrant: Volume of Referrals

18.1.1 Table: Previous Volumes by Financial Year

Total Number of Arrest Warrants Issued	2022/23	2023/24
<i>including Number of Arrest Warrants with Bail issued</i>	292	178
<i>including Number Arrest Warrants without Bail issued</i>	537	1005
Totals	829	1183

18.1.2 Table: Previous Volumes by Financial Year -By Lot 1 (North) and Lot 2 (South)

Total Number of Arrest Warrants Issued 2023/24	Lot 1 (North)	Lot 2 (South)	Totals	% Split
<i>including Number of Arrest Warrants with Bail issued</i>	Not available	Not available	178	15%
<i>including Number Arrest Warrants without Bail issued</i>	Not available	Not available	1005	85%
Totals	656	527	1183	
Percentage Split	55%	45%	100%	100%

Note: The % split calculated above for 2023/24 will form the basis for estimating the projected split of future arrest warrant referrals including the accumulated backlog

18.1.3 Table: Indicative Forecast – Two Year Forecast

Total Number of Arrest Warrants Projected	Estimated Accumulated Backlog of Arrest Warrant Referrals	Projected Volumes - Initial Two-Year Fixed Term	Totals
<i>including Number of Arrest Warrants with Bail issued</i>	105	390	495
<i>including Number Arrest Warrants without Bail issued</i>	595	2213	2808
Totals	700	2603	3303

Note 1: An accumulated backlog of cases has also been included in the figures above which will be issued following service commencement.

Note 2: There has been a significant increase in the volume of enforcement referrals in the third quarter of 2023 which is directly related to the 'Faster Enforcement' initiative implemented in Child Maintenance Services in early 2023. It is expected that this will result in an increase in the number of arrest warrant referrals during the life of the contract. Therefore projected volumes of ongoing referrals for the initial two-year fixed period below have been inflated by 10%.

18.1.4 Table: Indicative Forecast – Two Year Forecast-by **Lot 1 (North)**

Total Number of Arrest Warrants Projected	Estimated Accumulated Backlog of Arrest Warrant Referrals	Projected Volumes - Initial Two-Year Fixed Term	Totals
<i>including Number of Arrest Warrants with Bail issued</i>	58	216	274
<i>including Number Arrest Warrants without Bail issued</i>	327	1227	1554
Totals	385	1443	1828

19.1.3 Table: Indicative Forecast – Two Year Forecast-by **Lot 2 (South)**

Total Number of Arrest Warrants Projected	Estimated Accumulated Backlog of Arrest Warrant Referrals	Projected Volumes - Initial Two-Year Fixed Term	Totals
<i>including Number of Arrest Warrants with Bail issued</i>	47	174	221
<i>including Number Arrest Warrants without Bail issued</i>	268	985	1253
Totals	315	1159	1474

18.1.5 The Customer does not guarantee the level of Arrest warrant cases that may be made in the future or the level of income that the Provider may be able to obtain through the Call Off Contract

18.2 Arrest Warrant: Previous Referrals by Region

18.2.1 Table: **Lot 1 (North)** Arrest Warrant Referrals by Financial Year by Region

Total Number of Arrest Warrants Referrals 2023/24	Lot 1 (North)
North West	187
North East	101
North Wales	18
Midlands	350
Totals	656

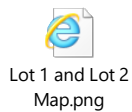
18.2.2 Table: **Lot 2 (South)** Arrest Warrant Referrals by Financial Year by Region

Total Number of Arrest Warrants Referrals 2023/24	Lot 2 (South)
London	158
South East	202
South West	118
South Wales, Gwent and Dyfed Powys	49
Totals	527

18.2.3 Key- Regions

London- Lot 2	South East - Lot 2	Midlands - Lot 1	North East - Lot 1	North West- Lot 1	South West – Lot 2	North Wales -Lot 1	South Wales - Lot 2
Greater London	Bedfordshire & Hertfordshire Berkshire	Derbyshire	Cleveland	Cheshire	Avon & Somerset	North Wales	South Wales
	Cambridgeshire	Leicestershire	Durham	Cumbria	Devon & Cornwall		Gwent
	Essex	Lincolnshire	Humberside	Greater Manchester	Dorset		
	Kent	Northamptonshire	Northumbria	Lancashire	Gloucestershire		Dyfed Powys
	Norfolk Oxfordshire	Nottinghamshire	North Yorkshire	Merseyside	Hampshire & Isle of Wight		
	Suffolk	Staffordshire	South Yorkshire		Wiltshire		
	Surrey	Warwickshire	West Yorkshire				
	Sussex	West Mercia					
	Thames Valley	West Midlands Worcestershire					

18.2.4 Map: Lot 1 (North) and Lot 2 (South) by Region and Postcode Reference



18.2.5 See also Annex 1 attached to this Appendix for an A4 version of the outline map above.

18.3 Arrest Warrants: Execution

18.3.1 Table: Execution by Financial Year (End of Year Snapshot)

Total Number of Arrest Warrants Executions	2022/23	2023/24
Executed by Provider	247	403
Recalled by Buyer	201	449
Not Yet Executed(Live Arrest Warrants)	399	415
Totals	847	1267

Note: The outcome of arrest warrants may in some cases relate to those issued in the previous financial year and therefore total numbers exceed the total of new arrest warrants referrals noted elsewhere

Note: Providers may wish to have regard to the relatively high percentage of recalled cases when considering the pricing options available. A detailed breakdown on the reasons for recall by The Customer is not currently available. The Customer wishes to work collaboratively with the Provider to improve recording of reasons for recalling arrest warrants to support data analysis and continuous improvement. See Section 9Management Information for details of proposed data collection proposals.

18.3.2 Table: Arrest Warrants: Execution Rates by Location by Financial Year

Total Number of Arrest Warrants Executions 2023/24	Lot 1 (North)
North West	74
North East	36

North Wales	Not available
Midlands	116
Totals	226
Total Number of Arrest Warrants Executions 2023/24	Lot 2 (South)
London	57
South East	76
South West	32
South Wales, Gwent and Dyfed Powys	Not available
Totals	165

Note: Please note that while the information above has been provided to support understanding of previous patterns of service delivery, it is not necessarily indicative of future performance.

18.4 Arrest Warrants: Number of Cases at Arrest Warrant Stage where Debtor made Payment in Full

18.4.1 Table: Payment in Full by Financial Year

Total Number of Payments in Full following Issue of an Arrest Warrant	2022/23	2023/24
Paid Provider or CMS in full following issue of the Arrest Warrant	30	50
Totals	30	50

Note: See Section 5 Payments and Transfers for more information on the type and level of payments in full.

18.5 Arrest Warrants: Number of Cases where the Debtor attended at Court as a result of execution of the Arrest Warrant

18.5.1 This data is not currently available and will be an area for enhanced data collection by The Customer in order to support the Provider's ability to invoice for payments.

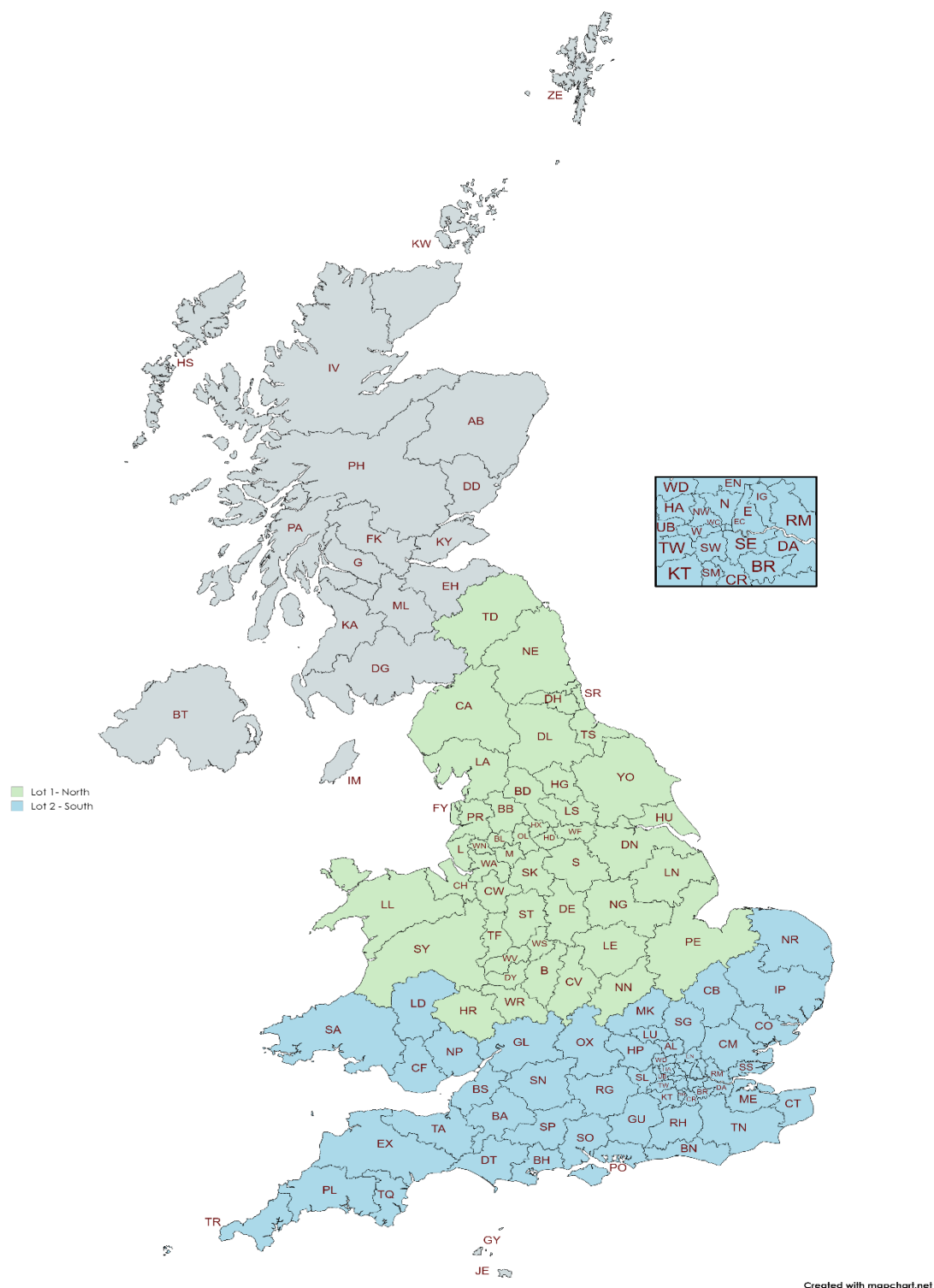
APPENDIX B – ENVIRONMENT REQUIREMENTS



ANNEX 1

Lot 1 North - Green

Lot 2 South - Blue



APPENDIX 1A

SERVICE LEVELS AND PERFORMANCE MANAGEMENT -DWP ARREST WARRANTS

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings

“Critical Service Level Failure”	has the meaning given to it in the Annex to Part A
Management Information	Meaning the information that both the Provider and the Customer are required to provide or facilitate as listed in Appendix 1 Service Specification
Performance Monitoring Reports	meaning the reports required under Annex to Part A: Service Level Tables
Performance Review Meetings	meaning the monthly meetings to be held between the Provider and the Contracting Authorities Contract Management Team to discuss performance
"Service Credits"	Not applicable
"Service Credit Cap"	Not applicable
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Appendix and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Appendix
Rectification Plan	meaning the action plan set out to address under-performance on the Service Levels
Priority	means the urgency of development of the Service Level in terms of Contract Start Up with: - 1 = meaning it will be required to be agreed with the Contracting Customer and in place for contract go live date 2= meaning it will be required to be agreed with the Customer and in place within three months of go live date

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

- 2.1 The Provider shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Provider shall send Performance Monitoring Reports to the Customer or facilitate access to Performance Monitoring Reports detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Appendix 1A.
- 2.3 The Customer will also monitor performance using the Management Information provided by the Provider or available to it internally as outlined in Appendix 1 Service

Specification and shall be entitled to raise issues around under-performance or perceptions of under-performance with the Provider as it deems necessary.

2.4 If the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold.
- (b) has arisen due to a Prohibited Act or wilful Default by the Provider;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Customer being required to make a compensation payment to one or more third parties; and/or

2.4.2 the Customer is entitled to terminate this Contract pursuant to Clause 44 of the Call Off Terms and Conditions and Customer Termination Rights.

2.5 For the avoidance of doubt, service credits will not be applicable to this contract.

2.6 In addition and notwithstanding the additional provisions in Appendix 1 Service Specification and the provisions contained in Annex A to Part A around the intention to develop baseline information, set or amend targets or apply stretch targets, the Customer may, generally not more than once in each Contract Year, on giving the Provider at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Provider shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

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

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

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 the Customer shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Provider in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Customer to terminate this Contract and/or to claim damages from the Provider for material Default.

Part A: Service Levels

1. Service Levels

If the level of performance of the Provider:

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

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

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

1.a.1 require the Provider to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.a.2 instruct the Provider to develop a rectification plan action plan to rectify the Service Level Failure which must be agreed by the Customer;

1.a.3 if a Critical Service Level Failure has occurred, exercise its right to terminate for Material Default.

Annex to Part A: Service Levels Table

Part A – Effectiveness of Arrest Warrant Service Delivery:

Priority	SL No	Service Level	Service Level Description	Process Measurement	Measurement Period	Clock Start	Clock End	Target Performance	Service Level Minor Performance Failure	Service Level Material Performance Failure	Critical Service Level Failure
1	A1a.	Overall Rate of Successful Outcomes- Arrest Warrants with Bail	As per definition of Successful Outcomes for Arrest Warrants with Bail in the Service Specification: Including sub-reporting by three outcome areas: This Service level directly relates to payment criteria for the service.	The number and percentage of cases referred to the Provider which have achieved successful outcomes recorded by individual outcome area type and then by overall numbers and percentage by case. NB Where more than one sub-outcome is achieved, these should be reflected in the sub-category numbers but the overall rate numbers should be adjusted to reflect one outcome per case. Overall rate will be the basis for application of targets.	Monthly Cumulative by Financial Year	Beginning of Latest financial year	End of Last Month in Financial Year	33% (Existing baseline) Stretch Targets to be applied in consultation with the Provider after first six months of contract	Less than 30% but equal to or more than 28.1%	Less than 28% but equal to or more than 25.1%	Less than 25%
1	A1b	Overall Rate of Successful Outcomes- Arrest Warrants without Bail	As per definition of Successful Outcomes for Arrest Warrants without Bail in the Service Specification:	The number and percentage of cases referred to the Provider which have achieved	Monthly Cumulative by Financial Year	Beginning of Latest financial year	End of Last Month in Financial Year	33% (Existing baseline)	30%	Less than 28% but equal to or	Less than 25%

		Warrants without Bail	Including sub-reporting by three outcome areas: This Service level directly relates to payment criteria for the service.	successful outcomes recorded by individual outcome area type and then by overall numbers and percentage by case. NB Where more than one sub-outcome is achieved, these should be reflected in the sub-category numbers but the overall rate numbers should be adjusted to reflect one outcome per case. Overall rate will be the basis for application of targets.				Stretch Targets to be applied in consultation with the provider after first six months of contract		more than 25.1%	
2	A2a	Attendance at Sanctions Hearing – Arrest Warrants with Bail	The Customer’s data on attendance outcomes for cases subject to an arrest warrant with bail that has been issued to the Provider, whether executed or not executed by the Provider. This data will provide a focus for continuous improvement in achieving overall improved attendance rates using the skills and resources of the Provider. This Service level does not relate to payment criteria for the service.	The number and percentage of cases referred to the Provider where the Client attended the required sanctions hearing.	Monthly Cumulative by Financial Year	Beginning of Latest financial year	End of Last Month in Financial Year	Baseline to be established by Customer. Stretch Targets may be applied in consultation with the Provider after first twelve months of contract	To be developed	To be developed	To be developed
2	A2b	Attendance at Sanctions Hearing – Arrest Warrants without Bail	The Customer’s data on attendance outcomes for cases subject to an arrest warrant without bail that has been issued to the Provider, whether executed or not executed by the Provider.	The number and percentage of cases referred to the Provider where the Client attended the required sanctions hearing.	Monthly Cumulative from start of Contract	Beginning of Latest financial year	End of Last Month in Financial Year	Baseline to be established by Customer. Stretch Targets may be applied in	To be developed	To be developed	To be developed

			<p>This data will provide a focus for continuous improvement in achieving overall improved attendance rates using the skills and resources of the Provider.</p> <p>This Service level does not relate to payment criteria for the service.</p>					<p>consultation with the Provider after first twelve months of contract</p>			
1	A3	<p>Effective and Timely Delivery of Arrest Warrant Service Delivery</p>	<p>Measurement of the extent to which arrest warrants activity is concluded by the Provider within a 90-day initial timeline.</p> <p>This Service level does not relate to payment criteria for the service.</p> <p>This service level will provide a focus for continuous improvement in achieving improved two-way communication between the Customer and Provider leading to Faster Enforcement.</p>	<p>Number and percentage of new cases where the Provider has concluded activity within 90 days of the date of referral (excluding any arrest warrants cases that have been withdrawn by the Customer before the Provider concluded activity).</p> <p>The data should be broken down as follows:</p> <ul style="list-style-type: none">-Arrest Warrants with bail-Arrest Warrants with no bail	<p>Monthly Cumulative by Financial Year</p>	<p>Date arrest warrant referral received by Provider</p>	<p>The end of the 90th day following the arrest warrant case referral was received by the Provider.</p>	<p>Baseline to be established. Stretch Targets may be applied in consultation with the Provider after first twelve months of contract</p>	<p>To be developed</p>	<p>To be developed</p>	<p>To be developed</p>

Part B – Effective Management of Arrest Warrant Payments made to the Provider:

Priority	SL No	Service Level	Service Level Description	Process Measurement	for	Measurement Period	Clock Start	Clock End	Target Performance	Service Level Minor Performance Failure	Service Level Material Performance Failure	Critical Level
1	C4	Client Payments transfers from the Provider to the Customer once per calendar week	<p>The Provider shall transfer both accurate cleared Client funds to the Customer via BACS once in every calendar week together with the separate accurate data transfer of the associated payment backing data.</p> <p>“Accurate”, for the purposes of the transfer of funds and the transfer of backing data, is that all information contained being correct to the volume and value of payments detailed, allocated to the right Customer reference number at the right time.</p> <p>A failure (“inaccurate”) would be a single money transfer or file transfer of associated payment backing data that is late (not delivered at the right time) or non-compliant (the amount is not right and/or is allocated to the wrong customer.</p>	Number of accurate payment transfers / backing data files transferred once in every calendar week.		Quarterly Cumulative by Financial Year	At the point the payment clears in the Provider’s Bank Account.	At the point cleared funds are transferred to the Customer.	100%	Less than 96% but equal to or more than 99.99%	Less than 96% but equal to or more than 94%	Less than 94%
1	C5	Error correction and Issue Resolution of Money transfers	<p>Any errors in money transfers sent to the Customer and data files to be corrected and returned:</p> <p>A) Within One (1) Working Day of notification from the Customer; OR</p>	% of incidents resolved within the relevant target resolution time.		Quarterly Cumulative by Financial Year	The time and date of the notification from the Customer.	The time and date the Customer receives the corrected money	100%	Less than 98% but equal to or more than 99.99%	Less than 98% but equal to or more than 97%	Less than 97%

		and Data Files	B) Where this is not possible the Customer is contacted within one (1) Working Day; AND C) A corrected money transfer or file is issued to the Customer within five (5) Working Days.					transfer or data file.			
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Part C –Effective and Safe Administration of the Arrest Warrant Contract:

Priority	SL No	Service Level	Service Level Description	Process for Measurement	Measurement Period	Clock Start	Clock End	Target Performance	Service Level Minor Performance Failure	Service Level Material Performance Failure	Critical Service Level Failure
1	D1	Breach of security	The Provider shall report any perceived or actual security incident or breach of security by the Provider or any of the certified agents used under the Contract to the Customer Representative or appropriate person with delegated authority, through the agreed incident reporting process no later than Twelve (12) hours after discovery, on Twenty-four hour / seven days a week / year-round (24/7/365) basis.	Number of incidents/ breaches reported within Twelve (12) hours of discovery.	Quarterly Cumulative by Financial Year	At point of the discovery of the incident by the Provider. Note: This includes receipt of a notification to the Provider by any of its certified agents including any subcontractors.	When the Customer has been notified of the discovery of the incident by the provider.	All	1 failure	N/A	More than 1 failure
1	D4a	Notification of Complaints by Clients relating to the Provider actions	Upon receipt of a complaint from either a Client or their nominated representative or employer, the Provider must notify the Customer of the Complaint within 10 working days of receipt	Number of complaints received	Quarterly Cumulative by Financial Year	When the complaint is received. "Day Zero 0"	Before or on "Day Ten 10"	Higher than 98%	Less than 95% but equal to or more than 97.99%	Less than 95% but equal to or more than 93%	Less than 93%
1	D4b	Dealing with Complaints relating to the Provider actions	If the complaint relates to the actions of the Provider, the Provider must investigate and resolve the complaint and send a copy of all correspondence and the outcome to the Customer.	Number of complaints relating to the Provider	Quarterly Cumulative by Financial Year	When the complaint is received. "Day Zero 0"	Before or on "Day Fifteen 15"	Higher than 98%	Less than 95% but equal to or more than 97.99%	Less than 95% but equal to or more than 93%	Less than 93%

			<p>The Provider actions specifically mean activity undertaken by them and not the principle of collecting debt on behalf of the Customer.</p> <p>The Provider must seek to produce a response or action plan to resolve the complaint within Fifteen (15) working days of receipt.</p>								
1	D4c	Notification of Complaints by Clients relating to the Customer actions	If the complaint relates to actions taken by, or concerning the role of, the Customer, the Provider shall refer it to the Customer within One (1) working day of receipt.	Number of complaints relating to the Customer	Quarterly Cumulative by Financial Year	When the complaint is received. "Day Zero 0"	Before or on "Day One 1"	Higher than 98%	Less than 95% but equal to or more than 97.99%	Less than 95% but equal to or more than 93%	Less than 93%
2	D11	Social Value	Progress against targets set out in the Provider's Tender Submission related to the DWP priority themes.	Quarterly reporting of progress and actions taken against Social Value target.	On a six (6) monthly basis Cumulative from start of Contract	From Six (6) months following Contract Award	To Contract Expiry	Higher than 75%	Less than or equal to 75%	N/A	N/A



Part B: Performance Monitoring

2. Performance Monitoring and Performance Review

- 2.1 The Customer's Contract Management Team will be responsible for monitoring and managing performance under the Contract on behalf of the Customer.
- 2.2 At the implementation stage of the Contract, the Provider shall identify the name of the lead Provider contact who will be responsible for managing and monitoring Performance under the contract on behalf of the Provider.
- 2.3 The Provider shall provide the Customer with and/or facilitate the Customer to obtain performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales outlined in the Service Levels Table Annex to Part A and following further detailed discussions with the Provider following Contract Award and the reports shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 2.3.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 2.3.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 2.3.3 details of any Critical Service Level Failures;
 - 2.3.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 2.3.5 such other details as the Customer may reasonably require from time to time.
- 2.4 The Provider shall also provide or facilitate access to any **Management Information Reports** which shall be considered at the same time as the Performance Monitoring Reports
- 2.5 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis following the close of the previous Month. The Performance Review Meetings will be the main forum for the review by the Provider and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 2.5.1 take place within one (1) week of the Performance Monitoring Reports being issued or made available by the Provider at such location and time (within normal business hours) as the Customer shall reasonably require;
 - 2.5.2 be attended by the Provider's Representative and the Customer's Representative; and
 - 2.5.3 be fully minuted by the Provider and the minutes will be circulated by the Provider to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting.
- 2.6 Dates for the Performance Review Meetings for the first year of the contract will be agreed during the implementation period and set annually thereafter.
- 2.7 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Provider's Representative and the Customer's Representative at each meeting.
- 2.8 The Provider shall provide to the Customer such documentation as the Customer may reasonably require in order to verify the level of the performance by the Provider.

APPENDIX 1C

SOCIAL VALUE

Please find below the ways in which you can contribute to Social Value under this theme. The below are suggested areas, you can choose either or both to outline your social value contribution.

Theme 4: Equal opportunity

Policy Outcome: Reduce the disability employment gap

Why is this a priority?

In its strategy for the Future of Work, Health and Disability government has set out its vision for a society where everyone is ambitious for disabled people and people with long-term health conditions, and where people understand and act positively upon the important relationship between health, work and disability.

Government is committed to increase the number of high quality applicants available, to create a workforce that reflects the diverse range of customers it serves and the community in which it is based, and to bring additional skills to business. As part of these commitments, government is determined to see one million more disabled people in work over the next ten years. This commitment is reflected in the Reporting Metrics for this policy outcome.

See also the 'Help local communities to manage and recover from the impact of COVID-19' policy outcome within Theme 1 (COVID-19 Recovery) and the 'Improve health and wellbeing' policy outcome within Theme 5 (Wellbeing).

United Nations Sustainable Development Goals this policy supports

Goal 1: No poverty, Goal 2: Zero Hunger, Goal 3: Good health and wellbeing, Goal 4: Quality education, Goal 5: Gender equality, Goal 8: Decent work and economic growth, Goal 9: Industry, innovation and infrastructure, Goal 10: Reduced inequalities, Goal 16: Peace, justice and strong institutions,

This Policy Outcome and its related Model Award Criteria and Reporting Metrics are potentially relevant and proportionate to the subject matter of the contract when:

- it is likely that in the contract workforce there will be under-representation of disabled people and under-development of disabled people in new skills relevant to the contract, including through training schemes that result in recognised qualifications.
- there are opportunities in the contract workforce to employ and develop more disabled people in new skills relevant to the contract, including through training schemes that result in recognised qualifications.
- there are opportunities for supported businesses to form part of the contract supply chain.

Menu of Model Award Criteria (MAC)

Effective measures to deliver any/all of the following benefits through the contract:

- MAC 5.1: Demonstrate action to increase the representation of disabled people in the contract workforce.
- MAC 5.2: Support disabled people in developing new skills relevant to the contract, including through training schemes that result in recognised qualifications.

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Model Evaluation Question

Using a maximum of [insert number]

] characters describe the commitment your organisation

will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics
 - tools/processes used to gather data
 - reporting
 - feedback and improvement

- transparency

- how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

Model Response Guidance for tenderers and evaluators

The award criteria (listed above) and sub-criteria (shown below) will be used to evaluate the response:

Sub-Criteria for MAC 5.1: Increase representation of disabled people

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of the issues affecting the representation of disabled people in the workforce in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors.
- Collection of the views and expertise of disabled people and their representative organisations on successfully supporting disabled employees or applicants.
- Measures to reduce barriers to securing more jobs for disabled people in the contract workforce. Illustrative examples:
 - Inclusive and accessible recruitment practices, and retention-focussed activities, including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition.
 - Introducing transparency to pay and reward processes.
 - Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
 - Working conditions which promote an inclusive working environment and promote retention and progression.
 - Other measures to provide equality of opportunity for disabled people into employment, including becoming a Disability Confident employer and inclusion of supported businesses in the contract supply chain.

6 Set an appropriate character limit. We recommend that a substantial word count is allocated for the responses to questions, subject to IT system capabilities.

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Sub-Criteria for MAC 5.2: Supporting disabled people in developing new skills

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of the issues affecting the development of new skills by disabled people in the workforce in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors.
- Understanding of the underlying factors affecting improvements to reduce barriers to training schemes for disabled people in the contract workforce.
- Inclusive and accessible development practices, including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition.
- Other measures to offer development opportunities for disabled people in the contract workforce. Illustrative examples:
 - offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
 - working conditions which promote an inclusive working environment and promote retention and progression.
- Public reporting on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the Voluntary Reporting Framework.

Reporting Metrics

- Total percentage of full-time equivalent (FTE) disabled people employed under the contract, as a proportion of the total FTE contract workforce, by UK region.
- Number of full-time equivalent (FTE) disabled people employed under the contract, by UK region.
- Total percentage of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.

- Number of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.
- Total percentage of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
- Number of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.

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Theme 4: Equal opportunity

Policy Outcome: Tackle workforce inequality

Why is this a priority?

Government is committed to tackling inequality and giving everyone across the country the opportunity to fulfil their potential. The Good Work Plan affirms government's ambition that all work should be fair and decent, and that everyone, regardless of where they live in the UK or which sector they work in, should be able to benefit from high quality jobs.

Furthermore, government is committed to tackling the scourge of modern slavery and has set out guidance on how departments must take action to ensure modern slavery risks are identified and managed effectively in government supply chains (see Procurement Policy Note 05/19 Tackling modern slavery in government supply chains).

The benefits that can be driven through social value can be a vital component in advancing equality, creating training and better employment opportunities, and combatting modern slavery. The Reporting Metrics under this policy outcome have been developed to focus on these outcomes.

United Nations Sustainable Development Goals this policy supports

Goal 1: No poverty, Goal 3: Good health and wellbeing, Goal 5: Gender equality, Goal 8: Decent work and economic growth, Goal 10: Reduced inequalities, Goal 16: Peace, justice and strong institutions

This Policy Outcome and its related Model Award Criteria and Reporting Metrics are potentially relevant and proportionate to the subject matter of the contract when:

- it is likely that there will be training, employment, skills and pay inequality in the contract workforce, or a lack of in-work progression to help people in the contract workforce, to move into higher paid work by developing new skills relevant to the contract.
- there are opportunities to tackle training, employment, skills and pay inequality in the contract workforce, or to support in-work progression to help people in the contract workforce to move into higher paid work by developing new skills relevant to the contract.
- vulnerability to modern slavery threats is a consideration in the contract supply chain for matters relating to the delivery of the contract (this is likely to be the case where the contract relates to particular sectors or the workforce is in particular countries which indicate higher modern slavery risks).

To note

It is a legal requirement for companies with 250 employees or more to publish their annual gender pay data on-line (see here for further information).

Menu of Model Award Criteria (MAC)

Effective measures to deliver any/all of the following benefits through the contract:

- MAC 6.1: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.

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- MAC 6.2: Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.
- MAC 6.3 Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.

Model Evaluation Question

Using a maximum of [insert number]

] characters describe the commitment your organisation

will make to ensure that opportunities under the contract deliver the Policy Outcome and

Award Criteria. Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency
- how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering.

Model Response Guidance for tenderers and evaluators

The award criteria (listed above) and sub-criteria (shown below) will be used to evaluate the response:

Sub-criteria for MAC 6.1: Tackling inequality in the contract workforce

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors.
- Measures to tackle inequality in employment, skills and pay in the contract workforce.

Illustrative examples:

- Inclusive and accessible recruitment practices, and retention-focussed activities.
- Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
- Working conditions which promote an inclusive working environment and promote retention and progression.
- Demonstrating how working conditions promote an inclusive working environment and promote retention and progression.

7 Set an appropriate character limit. We recommend that a substantial word count is allocated for the responses to questions, subject to IT system capabilities.

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- A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level.
- Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions.
- Using skill-based assessment tasks in recruitment.
- Using structured interviews for recruitment and promotions.
- Introducing transparency to promotion, pay and reward processes.
- Positive action schemes in place to address under-representation in certain pay grades.
- Jobs at all levels open to flexible working from day one for all workers.
- Collection and publication of retention rates, e.g. for pregnant women and new mothers, or for others with protected characteristics.
- Regular equal pay audits conducted.

Sub-criteria for MAC 6.2: Supporting in-work progression

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of in-work progression issues affecting the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors.
- Inclusive and accessible development practices, including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or

health condition.

- Measures to support in-work progression to help people in the contract workforce, to move into higher paid work by developing new skills relevant to the contract.

Illustrative examples: See MAC 6.1.

Sub-criteria for MAC 6.3: Identifying and managing the risks of modern slavery

Activities that demonstrate and describe the tenderer's existing or planned:

- Understanding of the modern slavery risks and issues affecting the market, industry, sector or country (of origin or of source) relevant to the contract, and the workforce in the tenderer's own organisation and those of its key sub-contractors.
- Measures to identify, mitigate and manage modern slavery risks relating to the contract and how these will be implemented, including but not limited to:
 - Mapping the supply chain to provide assurance risks are understood and being managed effectively including in relation to vulnerable groups, type of work and location of supply chain.
 - Demonstrating that the contract workforce:
 - has access to an independent democratic trade union or other forms of worker representation.
 - has access to grievance mechanisms to report incidents or suspected incidences of modern slavery relating to the contract through whistleblowing and reporting, including:
 - a process of escalation routes and access to grievance systems
 - an action plan, with past evidence of how the organisation has/will respond including cooperating with police and victim organisations where appropriate.

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- receive induction on workplace rights.
- has access to modern slavery training.
- Outline policies and practices to be applied to or put in place for the contract to mitigate and manage modern slavery risks including:
 - Pre-employment checks.
 - Recruitment practices and workplace conditions.
 - Safeguarding plans and processes in place and regular monitoring with relevant groups considered, which may include sampling.
 - How these flow down the supply chain and are monitored e.g. reporting, site visits, audits, etc.
 - How to ensure business decisions re: price/cost, short lead times, payment timescales do not create modern slavery risks in the supply chain.
- How the tenderer will work with NGOs, trade unions or other businesses to address modern slavery risks.
- Means of influencing staff, suppliers, customers, communities and/or any other appropriate stakeholders with respect to modern slavery risks relating to the contract.

Illustrative examples:

- Engagement
- Co-design/creation
- Training and education - raising awareness and training employees and staff employed in the supply chain about modern slavery, including:
 - demonstrating leadership and an ongoing commitment to the agenda.
 - nominating a lead within the organisation for accountability.
 - media campaigns such as online, websites, social media, posters, training, events, through local charities and bodies.
 - activities to assess levels of awareness with key stakeholders and developing a targeted response.
- Partnering/collaborating
- Volunteering

Reporting Metrics

- Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region.
- Number of full-time equivalent (FTE) people from groups under-represented in the

workforce employed under the contract, by UK region.

- Total percentage of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of the all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
- Number of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.
- Total percentage of people from groups under-represented in the workforce on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.

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APPENDIX 2

PRICES FOR SERVICES

1. Charges for Services

- 1.1. The pricing for the contract will be based on the achievement of at least one of the definitions of successful outcomes for Arrest Warrants with Bail and Arrest Warrants without Bail as outlined in Section 5 of Appendix 1 Service Specification.
- 1.2. A maximum of one single rate unit price will be payable for each arrest warrant irrespective of whether one or more of the defined criteria are achieved.
- 1.3. The unit price payable will be based on the unit cost submitted by the Provider in the pricing matrix for each geographical Lot: These are:

Lot 1(North)

[Redacted]

Lot 2 (South)

[Redacted]

- 1.4. Volumes: No volumes are guaranteed under this Call Off Contract. The price submitted is based on the Customer's estimated indicative volumes for the initial two years of the contract which were used for pricing in the call off competition. Volumes may increase or decrease depending on a range of factors.
- 1.5. Maximum earning potential: There is no maximum limit to the potential earnings limit of the Provider as a result of achieving the defined successful outcomes for each type of arrest warrant.
- 1.6. Start Up Fees: No start-up costs will be payable under this Call Off Contract, including any costs associated with the purchase or customisation of software and/or obtaining and maintaining access to the supplier's portal.
- 1.7. No other fees shall be payable under this call off contract unless expressly agreed by the Customer and the Provider as a result of agreeing to vary the terms of this Call Off Contract via Appendix 4 Customer Variation Form.

2. Invoicing arrangements

- 2.1. The Provider shall invoice the Customer on a monthly basis including all payments claims for any successful outcomes achieved on eligible cases in the preceding calendar month.
- 2.2. The Provider shall submit separate monthly invoices for Lot 1 and Lot 2.
- 2.3. Invoices should include any applicable VAT charges.
- 2.4. Invoices must contain the mandatory information outlined in Section 15.12 of the Service Specification.
- 2.5. All invoices will be subject to 100% validation of successful outcomes for each case for which a payment is being claimed.

- 2.6. The Customer will provide monthly data reports to the Provider on attendance at court for all cases where there had been a scheduled sanctions hearing in the Magistrates Court in the preceding calendar month. To enable timely invoicing, the Customer will aim to provide this data by the 7th working day of each Month. The mechanisms for sharing the court attendance data will be agreed during the implementation period.
- 2.7. To support effective and timely payment of invoices, the Provider should provide a schedule of planned charges with supporting backing data for validation prior to sending a final invoice each month. Once checked and following confirmation from the Customer's payment validation team that all payment claims are correct, the Provider should submit the final invoice together with the backing data to support each payment claim to the addresses(s) listed on the Front of the Order Form.
- 2.8. On receipt of a final valid monthly Invoice, payment will be made to the Provider within thirty (30) days of the date of the invoice.
- 2.9. If a final monthly invoice is disputed at this stage because the Customer believes it is not correct, it will be returned to the Provider with details on why the invoice cannot be processed for payment.
- 2.10. The Provider should aim to resolve any queries arising and, wherever possible, complete the invoicing process within the calendar month following the month in which the successful outcome was achieved.
- 2.11. Where, for any reason, it is not possible to complete the invoicing process within the above timescales, the Provider should ensure that separate invoices are submitted to reflect each calendar month. This will prevent duplication of validation activity and support efficient invoicing activity.

APPENDIX 3

VARIATIONS AND/OR SUPPLEMENTS TO THE CALL-OFF TERMS

The following special terms shall apply to the Contract

1. DEFINITIONS

The following definitions shall apply to this Order Form and its appendices.

Data Protection Schedule	The schedule set out in Schedule 5 of this Appendix 3 of the Order Form
Exit Management Schedule	The schedule set out in Schedule 4 of this Appendix 3 of the Order Form
"Financial Difficulties Schedule"	The schedule set out in Schedule 2 of this Appendix 3 of the Order Form.
"Guarantee"	a deed of guarantee from the Guarantor in favour of a Customer in the form set out in Schedule 1 to this Appendix 3 of the Order Form;
Security Schedule	The schedule set out in Schedule 3 of this Appendix 3 of the Order Form.

The following definitions within Clause 1.1 of the Call-Off Terms and Conditions shall be deleted and replaced with the following definitions:

"Material Default"	means any breach of Clauses 5 (Provision of Management Information), 10 (Conflicts of Interest), 11 (Prevention of Fraud), 13 (Provision of Services), 14 (Manner of Providing Services) 22 (Bribery and Corruption), 23 (Discrimination), 27 (Data Protection), 28 (Freedom of Information), 29 (Confidential Information), 32 (Records and Audit Access), 33 (Transfer and Sub-contracting), 43 (Warranties and Representations), the Special Terms set out in Appendix 3 of the Order Form and Schedule 1 – 5 of Appendix 3 of the Order Form.
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2. ADDITIONAL TERMS

The following Special Terms shall be added to the Call Off Terms and Conditions:

SPECIAL TERM 1 – GUARANTEE

- 1.1 Where the Customer has notified the Provider- that the award of the Call-Off Contract by the Customer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the

execution of the Call-Off Contract, as a condition precedent of that Call-Off Contract, the Provider shall deliver to the Customer by the date so specified by the Customer:

- 1.1.1 an executed Guarantee; and
 - 1.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 1.2 Where the Customer has procured a Guarantee under Paragraph 1.1 above, the Customer may terminate the Call-Off Contract for as a Material Default of the Contract for the purposes of Clause 44 of the Call-Off Terms and Conditions where:
- 1.2.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;
 - 1.2.2 the Guarantor is in breach or anticipatory breach of the Guarantee;
 - 1.2.3 an Insolvency Event occurs in respect of the Guarantor;
 - 1.2.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
 - 1.2.5 the Provider fails to provide any of the documentation required by Paragraph 1.1 by the date so specified by the Customer,
- and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Customer.

SPECIAL TERM 2 – FINANCIAL DIFFICULTIES

2. Each Party will comply at all times with the requirements of the Financial Difficulties Schedule.

SPECIAL TERM 3 – SECURITY

3. Each Party will at all times comply with the requirements of the Security Schedule.

SPECIAL TERM 4 – EXIT MANAGEMENT

4. Each Party will at all times comply with the requirements of the Exit Management Schedule.

SPECIAL TERM 5 – DATA PROTECTION

5. Each Party will at all times comply with the requirements of the Data Protection Schedule and clause 27 (Data Protection) of the Call Off Terms.

SPECIAL TERM 6 -INTELLECTUAL PROPERTY LIABILITY

6. The parties agree that the Provider's liability under clause 31.10 of the Call-Off Terms and Conditions shall be subject to the general liability cap set out in Clause 40.3

SCHEDULE 1 to Order Form Appendix 3 - GUARANTEE

Guarantee

1. Definitions

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

"Guarantee"	a deed of guarantee in favour of a Customer in the form set out in the Annex to this Schedule; and
"Guarantor"	the person acceptable to a Customer to give a Guarantee.

2. Guarantee

- 2.1 Where a Customer has notified the Provider that the award of this Contract by the Customer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of this Contract, as a condition for the award of this Contract, the Provider shall deliver to the Customer:

- 2.1.1 an executed Guarantee from a Guarantor; and
- 2.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

- 2.2 Where a Customer has procured a Guarantee from the Provider under Paragraph 2.1 above, the Customer may terminate this Contract for Material Default where:

- 2.2.1 the Guarantor withdraws the Guarantee for any reason whatsoever;
- 2.2.2 the Guarantor is in breach or anticipatory breach of the Guarantee;
- 2.2.3 an Insolvency Event occurs in respect of the Guarantor;
- 2.2.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
- 2.2.5 the Provider fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Customer;
- 2.2.6 and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer,

and the consequences of termination set out in Clause 14.5.1 shall apply.

Annex 1 – Form of Guarantee

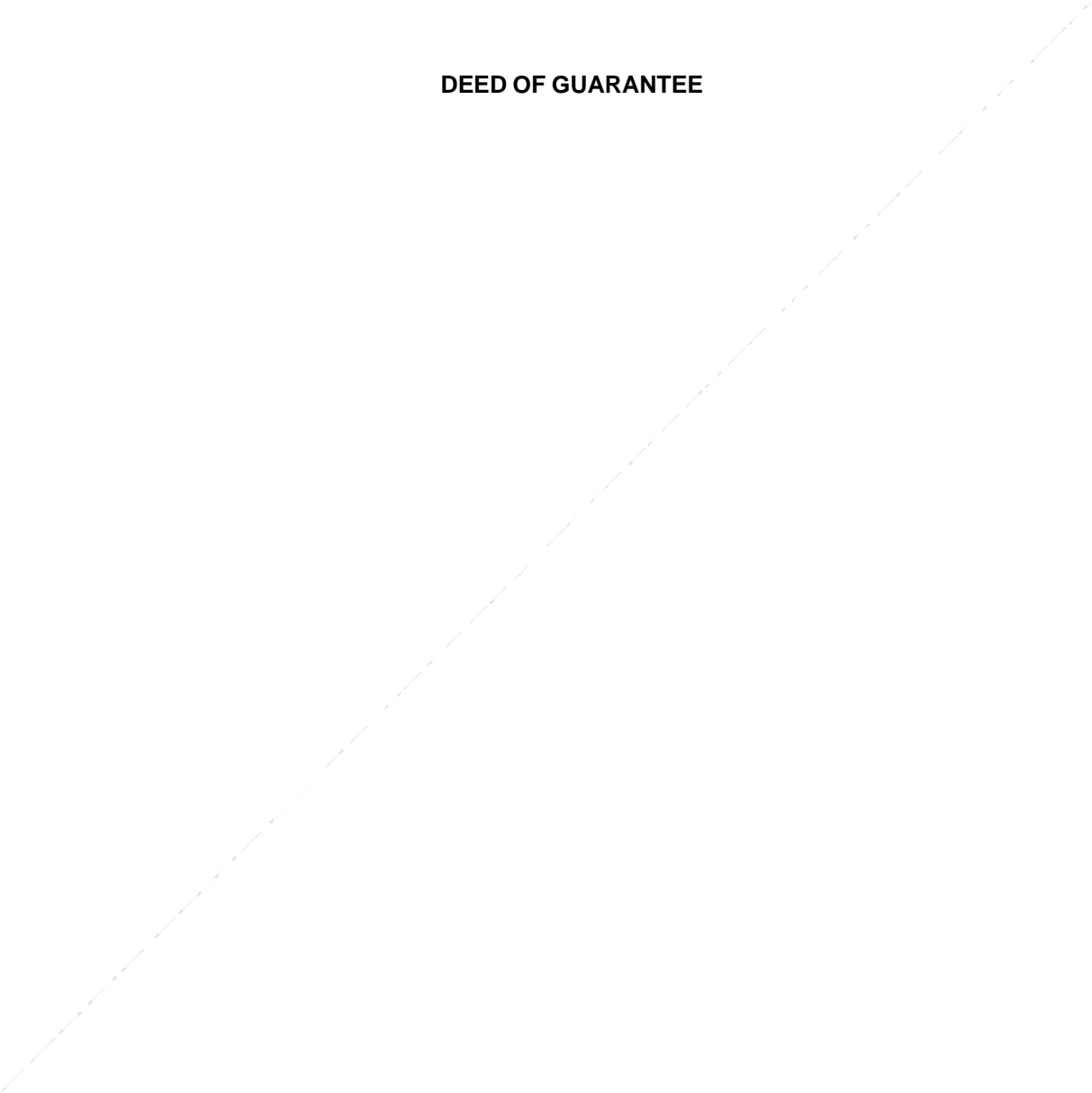
[Guidance Note: this is a draft form of guarantee which can be used to procure a Guarantee, but it will need to be amended to reflect the Beneficiary’s requirements.]

[INSERT NAME OF THE GUARANTOR]

- AND -

SECRETARY OF STATE FOR WORK AND PENSIONS

DEED OF GUARANTEE



DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("Guarantor")

WHEREAS:

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

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

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

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

[Guidance Note: Insert and/or settle Definitions, including from the following list]

"Beneficiary(s)"	means all the Customer(s) under a Contract (Secretary of State for Work and Pensions) and "Beneficiaries" shall be construed accordingly;
"Goods"	has the meaning given to it in this Contract;
"Guaranteed Agreement"	means the contract with Contract Reference ecm 12469 for the Goods and/or Services dated on or about the date hereof made between the Beneficiary and the Provider;
"Guaranteed Obligations"	means all obligations and liabilities of the Provider to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Provider to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
"Services"	has the meaning given to it in this Contract;
"Provider"	means [Insert the name, address and registration number of the Provider as each appears in the Award Form].

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or

agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Provider duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Provider to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Provider to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Provider shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
 - 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Provider to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Provider under the Guaranteed Agreement.

- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Provider's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

Not applicable to this Call Off Contract

4. DEMANDS AND NOTICES

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

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of **[Insert details]**

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

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Provider and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or

without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Provider of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
 - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Provider, the Beneficiary, the Guarantor or any other person;
 - 5.2.3 if any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Provider for any reason whatsoever (save where such obligations are found to be unlawful), the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
 - 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the Default by the Provider of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other Default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Provider or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Provider or any third party, or to take any action whatsoever against the Provider or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

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

7. RIGHTS OF SUBROGATION

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

- 7.1.1 of subrogation and indemnity;
- 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Provider's obligations; and
- 7.1.3 to prove in the liquidation or insolvency of the Provider,

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

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Provider under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
- 8.1.1 exercise any rights it may have to be indemnified by the Provider;
 - 8.1.2 claim any contribution from any other guarantor of the Provider's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Provider; or
 - 8.1.5 claim any set-off or counterclaim against the Provider;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the

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

9. REPRESENTATIONS AND WARRANTIES

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

9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:

the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

(a) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

(b) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

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

11. GUARANTOR'S ACKNOWLEDGEMENT

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

12. ASSIGNMENT

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

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

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

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

15. SURVIVAL

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

16. GOVERNING LAW

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

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

16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

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

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert/print names]**

Director

Director/Secretary

[Redacted content]

SCHEDULE 2 to Order Form Appendix 3 – FINANCIAL DIFFICULTIES SCHEDULE

Financial Distress

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Board”	means the Provider’s board of directors;
“Applicable Financial Indicators”	means the financial indicators (if any) specified at Paragraph 5.2 of this Schedule;
“Credit Rating Level”	a credit rating level at the Effective Date as specified in Annex 3 of this Schedule;
“FDE Group”	means the Provider and the Guarantor (Parent) (if applicable);
“Financial Distress Event”	Means the occurrence of one or more of the events listed in Paragraphs 3.1 and 3.2 of this Schedule.
“Financial Indicators”	in respect of the Provider and the Guarantor, means each of the financial indicators set out at Paragraph 5.1 of this Schedule; and in respect of each Monitored Provider, means those Applicable Financial Indicators;
“Financial Target Thresholds”	means the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of this Schedule;
“Monitored Providers”	means those entities (if any) specified at Paragraph 5.2 of this Schedule; and
“Rating Agencies”	the rating agencies listed in Annex 3 of this Schedule.

2. Warranties and Duty to Notify

2.1 The Provider warrants and represents to the Customer for the benefit of the Customer that as at the Effective Date:

2.1.1 the long-term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 3 of this Schedule; and

2.1.2 the financial position or, as appropriate, the financial performance of each of the Provider, Guarantor satisfies the Financial Target Thresholds.

2.2 The Provider shall promptly notify (or shall procure that its auditors promptly notify) the Customer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).

2.3 The Provider shall:

2.3.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;

2.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group

against the Financial Target Thresholds on a regular basis and no less than once a year within 90 days after the publication of audited accounts; and

- 2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Customer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Provider first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).
- 2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provision of Paragraph 3.1.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating at Effective Date if:
 - 2.4.1 any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating at Effective Date; or
 - 2.4.2 a Rating Agency that is specified as holding a Credit Rating for an entity as set out at Annex 3 ceases to hold a Credit Rating for that entity.
- 2.5 Each report submitted by the Provider pursuant to Paragraph 2.3.2 shall:
 - 2.5.1 be a single report with separate sections for each of the FDE Group entities;
 - 2.5.2 contain a sufficient level of information to enable the Customer to verify the calculations that have been made in respect of the Financial Indicators;
 - 2.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
 - 2.5.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable.

3. Financial Distress Events

- 3.1 The following shall be Financial Distress Events:
 - 3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating at Effective Date and the Provider failing to provide such further assurances and evidence as the Customer shall at its absolute discretion require;
 - 3.1.2 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
 - 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
 - 3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;
 - 3.1.5 a Key Sub-contractor notifying the Customer that the Provider has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
 - 3.1.6 any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Customer which the Customer (acting reasonably) considers to be adequate;
 - 3.1.7 any FDE Group entity is late to file its annual accounts without a public

notification or an explanation to the Customer which the Customer, acting reasonably, considers to be adequate;

3.1.8 the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;

3.1.9 any of the following:

- (a) any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
- (b) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
- (c) non-payment by an FDE Group entity of any financial indebtedness;
- (d) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
- (e) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
- (f) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Customer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Contract; and

3.1.10 any one of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

3.2 Notwithstanding paragraph 3.1 above, as at the Effective Date, the Provider does not consider that any member of the FDE Group is subject to a Financial Distress Event. In addition to the circumstances described in paragraphs 3.1.1 – 3.1.9 above, a deterioration in the financial position of any member of the FDE Group, including in respect of any of the Financial Indicators referred to paragraph 3.1.10 above, may also constitute a Financial Distress Event.

4. Consequences of Financial Distress Events

4.1 Immediately upon notification by the Provider of a Financial Distress Event (or if the Customer becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Provider), the Provider shall have the obligations and the Customer shall have the rights and remedies as set out in Paragraphs 4.3 to 4.5.

4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.5, the Customer shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Provider 10 Working Days to:

4.2.1 rectify such late or non-payment; or

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

- 4.3 The Provider shall (and shall procure that any Monitored Provider or Guarantor shall):
- 4.3.1 at the request of the Customer, meet the Customer as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Customer may permit and notify to the Provider in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and
- 4.3.2 where the Customer reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:
- (a) submit to the Customer for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Customer may permit and notify to the Provider in writing); and
- (b) to the extent that it is legally permitted to do so and subject to Paragraph 4.7, provide such information relating to the Provider, any Monitored Providers and/or the Guarantor as the Customer may reasonably require in order to understand the risk to the Services, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
- 4.4 The Customer shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Customer does not approve the draft Financial Distress Remediation Plan, it shall inform the Provider of its reasons and the Provider shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Customer within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is either:
- 4.4.1 approved by the Customer;
- 4.4.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Remediation Plan has not been approved, to commercial negotiation led by senior representatives who have Customer to agree the Financial Distress Remediation Plan to be held within 28 days of the date of the notice; or
- 4.4.3 finally rejected by the Customer.
- 4.5 Following approval of the Financial Distress Remediation Plan by the Customer, the Provider shall:
- 4.5.1 on a regular basis (which shall not be less than fortnightly):
- (a) review and make any updates to the Financial Distress Remediation Plan as the Provider may deem reasonably necessary and/or as may be reasonably requested by the Customer, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Contract; and
- (b) provide a written report to the Customer setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Provider and/or the reasons why the Provider may have decided not to make any changes;

- 4.5.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.5.1, submit an updated Financial Distress Remediation Plan to the Customer for its approval, and the provisions of Paragraphs 4.4 and 4.5.1 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and
- 4.5.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.
- 4.6 Where the Provider reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Customer and the Parties may agree that the Provider shall be relieved of its obligations under Paragraph 4.5.
- 4.7 The Provider shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3.2(b) is available when required and on request from the Customer and within reasonable timescales. Such measures may include:
- 4.7.1 obtaining in advance written Customer from the Guarantor and/or Monitored Providers authorising the disclosure of the information to the Customer and/or entering into confidentiality agreements which permit disclosure;
- 4.7.2 agreeing in advance with the Customer, the Guarantor and/or Monitored Providers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Customer;
- 4.7.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Customer (which may include making price sensitive information available to Customer nominated personnel through confidential arrangements, subject to their consent); and
- 4.7.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5. Financial Indicators

- 5.1 Subject to the calculation methodology set out at Annex 1 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

The following Financial Indicators must be tested and reported yearly in arrears within 90 days of each accounting reference date, based upon figures for the 12 months ending on the relevant accounting reference date.

Ratio	Calculation	Financial Target Thresholds
Turnover Ratio	$\frac{\text{Annual Revenue (Turnover)}}{\text{Expected Annual Contract Value}}$	1.5 or Greater
Operating Margin	$\frac{\text{Operating Profit}}{\text{Revenue}}$	5% or Greater

Ratio	Calculation	Financial Target Thresholds
Net Debt to Earnings Before Interest, Taxes, Depreciation, and Amortisation (EBITDA) Ratio	$\frac{\text{Net Debt}}{\text{EBITDA}}$	3.5 or Less
Net Debt and Net Pension Deficit to EBITDA Ratio	$\frac{\text{Net Debt} + \text{Net Pension Deficit}}{\text{EBITDA}}$	5 or Less
Net Interest Paid Cover	$\frac{\text{Earnings Before Interest and Tax}}{\text{Net Interest Paid}}$	3 or Greater
Acid Test Ratio	$\frac{\text{Current Assets} - \text{Inventories}}{\text{Current Liabilities}}$	0.8 or Greater
Net Asset Value	Net Assets Value = Net Assets	0 or Greater
Group Exposure Ratio	$\frac{\text{Group Exposure}}{\text{Gross Assets}}$	50% or less

Key:¹ – See **Annex 1** of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

5.2 Clause not used

6. Termination Rights

6.1 The following grounds will constitute a Material Default of this Schedule and the Customer will be entitled to terminate the contract under the provisions of Clause 44 of the Call-Off

Terms and Conditions if:

- 6.1.1 the Provider fails to notify the Customer of a Financial Distress Event in accordance with Paragraph 2.3.3;
- 6.1.2 the Provider fails to comply with any part of Paragraph 4.3;
- 6.1.3 the Customer finally rejects a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.4 to 4.5.1; and/or
- 6.1.4 the Provider fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.5.3.

7. Primacy of Credit Ratings

- 7.1 Without prejudice to the Provider's obligations and the Customer's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.1.10, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the Credit Rating specified for those entities in Annex 3 of this Schedule, then:
 - 7.1.1 the Provider shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.5; and
 - 7.1.2 the Customer shall not be entitled to require the Provider to provide financial information in accordance with Paragraph 4.3.2(b).

Annex 1: Calculation methodology for Financial Indicators

The Provider shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General Methodology

- 1 *Terminology:* The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 *Groups:* Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 *Foreign currency conversion:* Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 *Treatment of non-underlying items:* Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

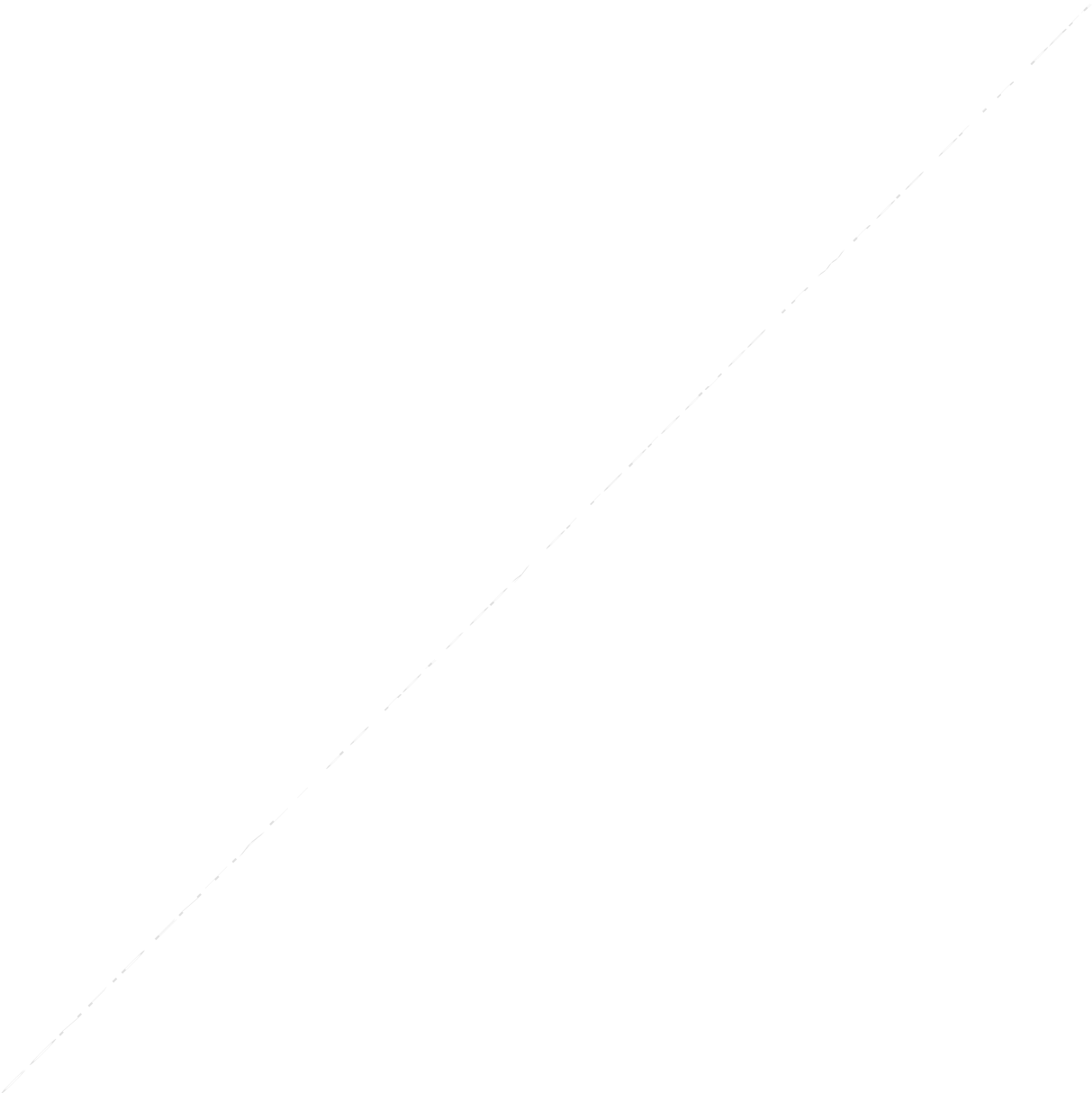
Financial Ratio	Specific Methodology
Turnover Ratio	The elements used to calculate the turnover should be shown on the face of the income statement in a standard set of financial statements. Turnover is sometimes called revenue. The Total Contract Value is the estimated total contract value provided by the Customer in the contract notice issued in respect of the procurement exercise leading to the award of this Contract.
Operating Margin	The elements used to calculate the operating margin should be shown on the face of the income statement in a standard set of financial statements. Figures for operating profit and revenue should exclude the entity's share of the results of any joint ventures or associates. Where an entity has an operating loss (i.e. where the operating profit is negative), operating profit should be taken to be zero.
Net Debt to EBITDA Ratio	"EBITDA" = Operating profit + depreciation charge + amortisation charge. The majority of the elements used to calculate the net debt to EBITDA ratio should be shown on the face of the balance sheet, income statement and statement of cash flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements. <u>Net Debt</u> Refer to the notes for free cash flow to net debt ratio. <u>EBITDA</u> Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this financial ratio, should include the entity's share of the results of any joint ventures or associates. The depreciation and amortisation charges for the period may be found on the face of the statement of cash flows or in a note to the accounts. The depreciation and amortisation charges for the period may be found on the face of the statement of cash flows or in a note to the accounts.
Net Pension Deficit to Net Assets Ratio	"Net Pension Deficit" = Retirement Benefit Obligations – Retirement Benefit Assets. The majority of the elements used to calculate the net pension deficit to net assets ratio should be shown on the face of the balance sheet, income statement and

Financial Ratio	Specific Methodology
	<p>statement of cash flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u>Net Pension Deficit</u></p> <p>Retirement benefit obligations and retirement benefit assets may be shown on the face of the balance sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p>
Net Interest Paid Cover	<p>“EBIT” = Operating Profit.</p> <p>“Net Interest Paid” = Interest paid – Interest received.</p> <p>Operating profit should be shown on the face of the income statement in a standard set of financial statements and, for the purposes of calculating this financial ratio, should include the entity's share of the results of any joint ventures or associates.</p> <p>Interest received and interest paid should be shown on the face of the cash flow statement.</p>
Acid Ratio	All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.
Net Asset value	Net assets are shown (but sometimes not labelled) on the face of the balance sheet of a standard set of financial statements. Net assets are sometimes called net worth or ‘Shareholders’ Funds’. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. Where it has a subsidiary partially owned by outside investors), net assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).
Group Exposure Ratio	<p>“Group Exposure” = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings.</p> <p>“Gross Assets” = Fixed Assets + Current Assets.</p> <p><u>Group Exposure</u></p> <p>Balances owed by (i.e. receivable from) Group Undertakings are shown within Fixed Assets or Current Assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the ‘Contingent Liabilities’ note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Gross Assets</u></p> <p>Both Fixed Assets and Current Assets are shown on the face of the Balance Sheet.</p>

Annex 3: CREDIT RATINGS

Current Rating as at the Effective Date

[Redacted]



SCHEDULE 3 to Order Form Appendix 3 – SECURITY SCHEDULE

SCHEDULE 3 TO ORDER FORM APPENDIX 3 –ENHANCED SECURITY REQUIREMENTS

GENERAL

The Provider shall and shall procure that any Sub-contractor (as applicable) shall, comply with the Customer’s security requirements as set out in the Contract which include the requirements set out in this Schedule to the Contract (the “**Customer’s Security Requirements**”). The Customer’s Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Customer Assets, the Customer’s Systems Environment and the Provider’s Systems Environment.

Terms used in this Schedule which are not defined below shall have the meanings given to them in clause A1 (Definitions and Interpretations) of the Contract.

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Customer Personnel”	shall mean all persons employed by the Customer including directors, officers, employees together with the Customer’s servants, agents, consultants, contractors and Providers but excluding the Provider and any Sub-contractor (as applicable).
“Availability Test”	shall mean the activities performed by the Provider to confirm the availability of any or all components of any relevant ICT system as specified by the Customer.
“CHECK”	shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.
“Cloud”	shall mean an off-premises network of remote ICT servers on the Internet to store, process, manage and transmit data.
“Cyber Essentials Plus”	shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
“Cyber Security Information Sharing Partnership” or “CiSP”	shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
“Good Security Practice”	shall mean: <div><div>a)</div><div>the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for</div></div>

Standardization or the National Institute of Standards and Technology).

- b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
- c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.

"Information Security"

shall mean:

- a) the protection and preservation of:
 - i) the confidentiality, integrity and availability of any Customer Assets, the Customer's Systems Environment (or any part thereof) and the Provider's Systems Environment (or any part thereof).
 - ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and
- b) compliance with all Law applicable to the processing, transmission, storage and disposal of Customer Assets.

"Information Security Manager"

shall mean the person appointed by the Provider with the appropriate experience, Customer and expertise to ensure that the Provider complies with the Customer's Security Requirements.

"Information Security Management System ("ISMS")"
"Information Security Questionnaire"

shall mean the set of policies, processes and systems designed, implemented and maintained by the Provider to manage Information Security Risk as certified by ISO/IEC 27001.

shall mean the Customer's set of questions used to audit and on an ongoing basis assure the Provider's compliance with the Customer's Security Requirements.

"Information Security Risk"

shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.

“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301

shall mean:

- a) ISO/IEC 27001;
- b) ISO/IEC 27002/IEC; and
- c) ISO 22301

in each case as most recently published by the International Organization for Standardization or its successor entity (the “ISO”) or the relevant successor or replacement information security standard which is formally recommended by the ISO.

“NCSC”

shall mean the National Cyber Security Centre or its successor entity (where applicable).

“Penetration Test”

shall mean a simulated attack on any Customer Assets, the Customer’s Systems Environment (or any part thereof) or the Provider’s Systems Environment (or any part thereof).

“PCI DSS”

shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “PCI”).

“Risk Profile”

shall mean a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.

“Security Test”

shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.

“Tigerscheme”

shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.

“Vulnerability Scan”

shall mean an ongoing activity to identify any potential vulnerability in any Customer Assets, the Customer’s Systems Environment (or any part thereof) or the Provider’s Systems Environment (or any part thereof).

- 1.2 Reference to any notice to be provided by the Provider to the Customer shall be construed as a notice to be provided by the Provider to the Customer’s Representative.

2. PRINCIPLES OF SECURITY

- 2.1 The Provider shall at all times comply with the Customer’s Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE, CERTIFICATION AND AUDIT

- 3.1 The Provider shall and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to ISO/IEC 27001 (the “ISO Certificate”) in relation to the Services during the Contract Period. The ISO Certificate shall be provided by the Provider to the Customer on the dates as agreed by the Parties.

- 3.2 The Provider shall appoint:

- a) an Information Security Manager; and
- b) a deputy Information Security Manager who shall have the appropriate experience, Customer and expertise to deputise for the Information Security Manager when s/he is on leave or unavailable for any period of time.

The Provider shall notify the Customer of the identity of the Information Security Manager on the Commencement Date and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.

- 3.3 The Provider shall ensure that it operates and maintains the Information Security Management System during the Contract Period and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:

- a) a scope statement (which covers all of the Services provided under this Contract);
 - b) a risk assessment (which shall include any risks specific to the Services);
 - c) a statement of applicability;
 - d) a risk treatment plan; and
 - e) an incident management plan
- in each case as specified by ISO/IEC 27001.

The Provider shall provide the Information Security Management System to the Customer upon request within 10 Working Days from such request.

- 3.4 The Provider shall notify the Customer of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within 2 Working Days of confirmation of such failure or revocation. The Provider shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Customer or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the Contract Period after the first date on which the Provider ~~0000~~ (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Customer to exercise its rights under clause 44.

- 3.5 The Provider shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Customer.

- 3.6 Notwithstanding the provisions of paragraph 3.1 to paragraph 3.5, the Customer may, while at all times acting reasonably, notify the Provider that it is not in compliance with the Customer's Security Requirements and provide details of such non-compliance. The Provider shall, at its own expense, undertake those actions required in order to comply with the Customer's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Customer's Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Customer to exercise its rights under clause 44.

4. CYBER ESSENTIALS PLUS SCHEME

- 4.1 The Provider shall and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "Cyber Essentials Plus Certificate") in relation to the Services during Contract Period. The Cyber Essentials Plus Certificate shall be provided by the Provider to the Customer annually on the dates as agreed by the Parties.

- 4.2 The Provider shall notify the Customer of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within 2 Working Days of confirmation of such failure or revocation. The Provider shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the Contract Period after the first date on which the Provider was required to provide a Cyber Essentials Plus Certificate in accordance with paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Customer to exercise its rights under clause 44.

5. RISK MANAGEMENT

- 5.1 The Provider shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the Contract Period which includes standards and processes for the assessment of any potential risks in relation to the Services and processes to ensure that the Customer's Security Requirements are met (the **Risk Assessment**). The Provider shall provide the Service Risk Management Policy to the Customer upon request within 10 Working Days of such request. The Customer may, while acting reasonably at all times, require changes to the Service Risk Management Policy to comply with the Customer's Security Requirements. The Provider shall, at its own expense, undertake those actions required in order to implement the changes required by the Customer within one calendar month of such request or on a date as agreed by the Parties.
- 5.2 The Provider shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Provider's Systems Environment or in the threat landscape or (iii) at the request of the Customer. The Provider shall provide the report of the Risk Assessment to the Customer, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Provider shall notify the Customer within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3 If the Customer decides, acting reasonably, that any Risk Assessment does not meet the Customer's Security Requirements, the Provider shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4 The Provider shall and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Customer in relation to the Customer's own risk management processes regarding the Services.
- 5.5 For the avoidance of doubt, the Provider shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 5. Any failure by the Provider to comply with any requirement of this paragraph 5 (regardless of whether such failure is capable of remedy), shall constitute a Material Breach entitling the Customer to exercise its rights under clause 44.

6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Provider shall and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Customer (the **"Information Security Questionnaire"**) at least annually or at the request by the Customer. The Provider shall provide the completed Information Security Questionnaire to the Customer within one calendar month from the date of request.
- 6.2 The Provider shall conduct Security Tests to assess the Information Security of the Provider's Systems Environment and, if requested, the Customer's Systems Environment. In relation to such Security Tests, the Provider shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Provider's Systems Environment or in the Customer's System Environment or (iii) at the request of the Customer which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Customer. The Provider shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Provider shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Customer in its absolute discretion.

- 6.3 The Customer shall be entitled to send the Customer's Representative to witness the conduct of any Security Test. The Provider shall provide to the Customer notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Provider provides code development services to the Customer, the Provider shall comply with the Customer's Security Requirements in respect of code development within the Provider's Systems Environment and the Customer's Systems Environment.
- 6.5 Where the Provider provides software development services, the Provider shall comply with the code development practices specified in the Specification or in the Customer's Security Requirements.
- 6.6 The Customer, or an agent appointed by it, may undertake Security Tests in respect of the Provider's Systems Environment after providing advance notice to the Provider. If any Security Test identifies any non-compliance with the Customer's Security Requirements, the Provider shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Customer at its absolute discretion. The Provider shall provide all such co-operation and assistance in relation to any Security Test conducted by the Customer as the Customer may reasonably require.
- 6.7 The Customer shall schedule regular security governance review meetings which the Provider shall and shall procure that any Sub-contractor (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1 Where the Provider obtains, stores, processes or transmits payment card data, the Provider shall comply with the PCI DSS.
- 7.2 The Provider shall obtain and maintain up-to-date attestation of compliance certificates ("AoC") provided by a qualified security assessor accredited by the PCI and up-to-date reports on compliance ("RoC") provided by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the Contract Period. The Provider shall provide the respective PCI Reports to the Customer upon request within 10 Working Days of such request.
- 7.3 The Provider shall notify the Customer of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Provider shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

- 8.1 The Provider shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Customer's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Customer's Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such change constitutes an Operational Change, any change in the Customer's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.
- 8.3 The Provider shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Provider may require a nominated representative of the Provider to join the Cyber Security Information Sharing Partnership on behalf of the Provider during the Term, in which case the Provider's nominated representative shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2 If the Provider elects a nominated representative to join the Cyber Security Information Sharing Partnership in accordance with Paragraph 9.1 above, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Provider's Risk Management Policy.

ANNEX A – CUSTOMER SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Personnel Security Policy
- d) Physical Security Policy
- e) Information Management Policy
- f) Email Policy
- g) Technical Vulnerability Management Policy
- h) Remote Working Policy
- i) Social Media Policy
- j) Forensic Readiness Policy
- k) Microsoft Teams recording and transcription policy
- l) SMS Text Policy
- m) Privileged Users Security Policy
- n) Protective Monitoring Security Policy
- o) User Access Control Policy
- p) Security Classification Policy
- q) Cryptographic Key Management Policy
- r) HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- s) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) Security Standard Physical and Electronic Security (Part 1)
- d) SS-002 - PKI & Key Management
- e) SS-003 - Software Development
- f) SS-005 - Database Management System
- g) SS-006 - Security Boundaries
- h) SS-007 - Use of Cryptography
- i) SS-008 - Server Operating System
- j) SS-009 - Hypervisor
- k) SS-010 - Desktop Operating System
- l) SS-011 - Containerisation
- m) SS-012 - Protective Monitoring Standard for External Use
- n) SS-013 - Firewall Security
- o) SS-014 - Security Incident Management
- p) SS-015 - Malware Protection
- q) SS-016 - Remote Access
- r) SS-017 - Mobile Devices
- s) SS-018 - Network Security Design
- t) SS-019 - Wireless Network
- u) SS-022 - Voice & Video Communications
- v) SS-023 - Cloud Computing
- w) SS-025 - Virtualisation
- x) SS-027 - Application Security Testing
- y) SS-028 - Microservices Architecture
- z) SS-029 - Securely Serving Web Content
- aa) SS-030 - Oracle Database
- bb) SS-031 - Domain Management
- cc) SS-033 – Security Patching
- dd) SS-035 - Backup and Recovery
- ee) SS-036 – Secure Sanitisation and Destruction

ANNEX C INFORMATION SECURITY SCHEDULE (ISQ)

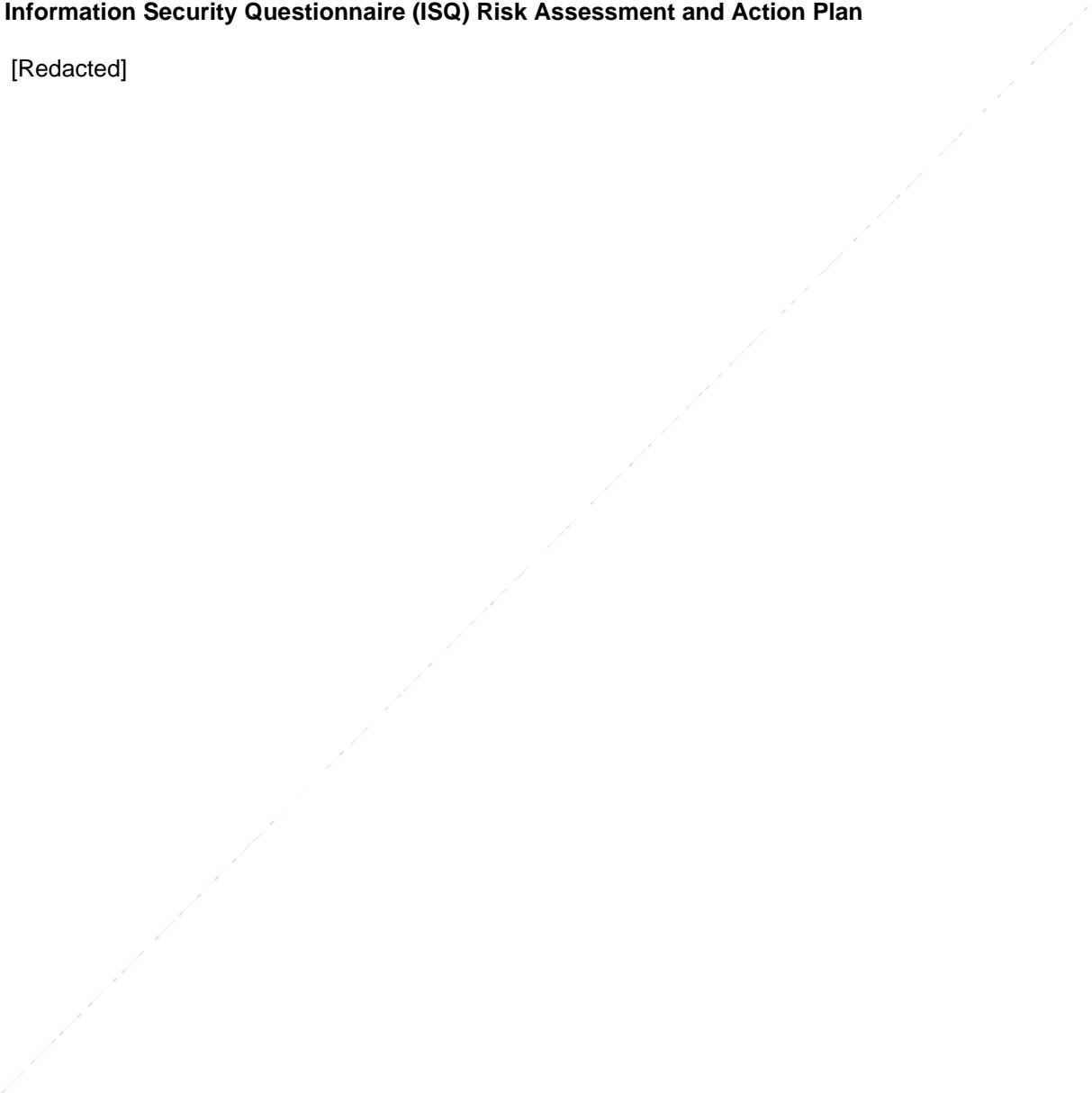
Information Security Questionnaire (ISQ) Risk Assessment Blank Template



New Service Arrest
Warrants - ISQ.xlsx

Information Security Questionnaire (ISQ) Risk Assessment and Action Plan

[Redacted]



SCHEDULE 4 to Order Form Appendix 3 – Exit Management

Schedule 4 of Appendix 3 (Exit Management)

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

"Exclusive Assets"	Provider Assets used exclusively by the Provider in the provision of the Deliverables;
"Exclusive Assets"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Provider Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Provider (which the Provider shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Provider Assets used by the Provider in connection with the Deliverables but which are also used by the Provider for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Customer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Customer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Customer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Provider pursuant to the Exit Plan, and other assistance required by the Customer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Notice"	the period specified in a Termination Assistance Notice for which the Provider is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;

"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Customer;
"Transferable Contracts"	Sub-Contracts, licences for Provider's Software, licences for Third Party Software or other agreements which are necessary to enable the Customer or any Replacement Provider to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Provider must always be prepared for contract exit

2.1 The Provider shall within 30 days from the Start Date provide to the Customer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Provider shall promptly:

- 2.2.1 create and maintain a detailed register of all Provider Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Provider provides the Deliverables ("Registers").

2.3 The Provider shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that the Buyer shall continue to have the benefit of any applicable licences for Third Party Software and all applicable SubContracts for the duration of any Termination Assistance Period.

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

3. Assisting re-competition for Deliverables

3.1 The Provider shall, on reasonable notice, provide to the Customer and/or its potential Replacement Providers (subject to the potential Replacement Providers entering into reasonable written confidentiality undertakings), such information (including any access) as the Customer shall reasonably require in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Providers undertaking due diligence (the "**Exit Information**").

- 3.2 The Provider acknowledges that the Customer may disclose the Provider's Confidential Information (excluding the Provider's or its Subcontractors' prices or costs) to an actual or prospective Replacement Provider to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Provider shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Customer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Provider.

4. Exit Plan

- 4.1 The Provider shall, within three (3) Months after the Start Date, deliver to the Customer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Customer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Provider and/or the Customer;
 - 4.3.3 details of any contracts which will be available for transfer to the Customer and/or the Replacement Provider upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Provider's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Customer or a Replacement Provider copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Provider in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Customer Property in the possession of and/or control of the Provider or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Provider will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Customer or a Replacement Provider.

4.4 The Provider shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
- (a) every 12 months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Customer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Customer and promptly correct any identified failures.

4.5 Only if (by notification to the Provider in writing) the Customer agrees with a draft Exit Plan provided by the Provider under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Provider.

5. Termination Assistance

5.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Provider (a "**Termination Assistance Notice**") at least three (3) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- 5.1.1 the nature of the Termination Assistance required; and
- 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Provider ceases to provide the Deliverables.

5.2 The Customer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Provider of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Provider.

5.3 In the event that Termination Assistance is required by the Customer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Provider will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Customer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Provider shall:

- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Customer, provide the Termination Assistance;
- 6.1.2 provide to the Customer and/or its Replacement Provider any reasonable assistance and/or access requested by the Customer and/or its Replacement Provider including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Customer and/or its Replacement Provider;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Customer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Provider's obligations under this Contract;
- 6.1.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer;
- 6.1.6 seek the Customer's prior written consent to access any Customer Premises from which the de-installation or removal of Provider Assets is required.

6.2 If it is not possible for the Provider to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Customer, any additional costs incurred by the Provider in providing such reasonable assistance shall be subject to the Variation Procedure.

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

7. Obligations when the contract is terminated

7.1 The Provider shall comply with all of its obligations contained in the Exit Plan.

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

- 7.2.1 vacate any Customer Premises;
- 7.2.2 remove the Provider Equipment together with any other materials used by the Provider to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Provider is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Provider;
- 7.2.3 provide access during normal working hours to the Customer and/or the Replacement Provider for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Provider; and
- (b) such members of the Provider Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Provider, provided that the Customer and/or the Replacement Provider shall pay the reasonable costs of the Provider actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Provider in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

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

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Provider Assets or acquire any new Provider Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Provider, the Customer shall notify the Provider setting out:

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

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Customer and/or the Replacement Provider requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Provider (the "Transferring Contracts"), in order for the Customer and/or its Replacement Provider to provide the Deliverables from the expiry of the Termination Assistance Period. The Provider shall provide all reasonable assistance required by the Customer and/or its Replacement Provider to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Provider shall sell the Transferring Assets to the Customer and/or the Replacement Provider for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Customer or the Replacement Provider (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Customer and/or the Replacement Provider requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Provider shall as soon as reasonably practicable:

- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Customer and/or the Replacement Provider to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Customer or the Replacement Provider to bear the reasonable proven costs of procuring the same.
- 8.6 The Provider shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Customer and/or the Replacement Provider. The Provider shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.
- 8.7 The Customer shall:
- 8.7.1 accept assignments from the Provider or join with the Provider in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Provider, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Provider does the same.
- 8.8 The Provider shall hold any Transferring Contracts on trust for the Customer until the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Provider has taken place.
- 8.9 The Provider shall indemnify the Customer (and/or the Replacement Provider, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Customer (and/or Replacement Provider) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. The Provider's liability under this clause is limited to the general liability cap outlined in Clause 40.3 of the Terms and Conditions. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

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

SCHEDULE 5 to Order Form Appendix 3 – Data Protection

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Clause 1.1 of the Call Off Core Terms (Definitions):

Controller	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires
Body Worn Video	also “BWV”, is video taken by a camera worn on the body by a Marston employee, contractor, sub-contractor, associate or other validly authorised person pursuant to the Provider’s policy in the course of his or her normal working interaction with the public.
Government Data	(a) 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 Customer’s Confidential Information, and which: (i) are supplied to the Provider by or on behalf of the Customer; and/or (ii) the Provider is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Customer is Controller;
Joint Controller	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
Processing	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
Presenting Officer	has the meaning of the Customer’s operational contact staff who present cases in the Magistrates’ Court; initiate the request to the Provider to execute arrest warrants, and act as the main point of contact for the Provider’s staff in operational delivery.
Processor	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Provider Security Policy”	the information security policy of the Provider from time to time in force, as provided to the Customer upon written request

2. Data protection and security

- 2.1 Each party must process Personal Data and ensure that its Staff process Personal Data only in accordance with this Schedule.
- 2.2 The Provider must not remove any ownership or security notices in or relating to the Government Data.
- 2.3 The Provider must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Customer copies via a secure encrypted method upon reasonable request.
- 2.4 The Provider must ensure that any Provider, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Provider, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Cyber Essentials Schedule (if used), the Security Schedule (if used), the Security Policy and the security requirements specified in the Award Form and otherwise as required by Data Protection Legislation.
- 2.5 If at any time the Provider suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Provider must immediately notify the Customer and suggest remedial action.
- 2.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Customer may either or both:
 - 2.6.1 tell the Provider to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Customer receives notice, or the Provider finds out about the issue, whichever is earlier;
 - 2.6.2 and restore the Government Data itself or using a third party.
- 2.7 The Provider must pay each Party's reasonable costs of complying with Clause 1.6 unless the Customer is at fault.
- 2.8 The Provider:
 - 2.8.1 must provide the Customer with all Government Data in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;
 - 2.8.2 must have documented processes to guarantee prompt availability of Government Data if the Provider stops trading;
 - 2.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice which is owned or licenced by the

Provider or in respect of which the Parties are either Independent Controllers or Joint Controllers;

- 2.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Customer (and certify to the Customer that it has done so) unless and to the extent required by Law to retain it other than in relation to Government Data which is owned or licenced by the Provider or in respect of which the Parties are either Independent Controllers or Joint Controllers; and
- 2.8.5 indemnifies the Customer against any and all Losses (subject to the **Data Protection Liability Cap** specified in clause 27.10 of the Call Off Terms and Conditions) incurred if the Provider breaches Clause 1 of this Schedule or any Data Protection.

3. Status of the Controller

- 3.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - 3.1.1 "Controller" in respect of the other Party who is "Processor";
 - 3.1.2 "Processor" in respect of the other Party who is "Controller";
 - 3.1.3 "Joint Controller" with the other Party;
 - 3.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.
- 3.2 The Parties further acknowledge and agree that for the purposes of this Schedule, save where Personal Data is collected via BWV, the Customer is the Controller and the Provider is the Processor.
- 3.3 The Parties agree that where Personal Data collected via Body Worn Video the Provider is the Data Controller of such Personal Data as also further detailed in Annex 1.

3.A Body Worn Video

- 3.A1 The Provider shall determine and communicate to the Customer its retention and disposal of information policy before the Contract commencement date.
- 3.A2 The Provider has conducted a Data Protection Impact Assessment (DPIA) that fully addresses its use of BWV and addresses any impact on the rights and freedoms of individuals whose personal data are captured.
- 3.A3 The Provider will provide sufficient privacy information to individuals relating to the use of BWV, such as clear signage, verbal announcements or lights/indicators on the device itself and have readily available privacy policies.

- 3.A4 The Provider will train any staff using BWV to inform individuals that recording may take place if it is not obvious to individuals in the circumstances and there are strict criteria for switching off the cameras (for example, if minors are present).
- 3.A5 The Provider shall comply with the Surveillance Camera code of practice where required.
- 3.A6 The Provider will carry out a review of the BWV system on a regular basis, to ensure it remains necessary, proportionate and effective in meeting its stated purpose for deployment.
- 3.A7 Any information captured by BWV is stored in such a way so that recordings relating to a specific individual or event can be easily identified, located and retrieved. Personal Data is also stored in a way that remains under the Provider's sole control, retains the quality of the original recording and is adequate for the purpose for which it was originally collected.
- 3.A8 [Redacted]
- 3.A9.[Redacted]
- 3.A10 The Provider shall have sole discretion in assessing the Customer request and the need for a Data Protection Impact Assessment. The Provider's decision on the admissibility of the request shall be conclusive.
- 3.A11 The Provider is entitled to apply video and audio redaction techniques at its sole discretion. Some techniques may include blurring, masking, or using a solid fill to completely obscure parts of the footage.
- 3.A12 Where access to the BWV is granted to the Customer by the Provider the provisions of clause 4 shall apply to the Customer Processing of the BWV footages. The Customer shall comply with the Provider's Information Security Policy and any further minimum information security standards agreed in writing for the purposes of Processing of the BWV footages.

4. Where one Party is Controller and the other Party its Processor

- 4.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller and may not be determined by the Processor.
- 4.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 4.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- 4.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - 4.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - 4.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

- 4.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 4.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
 - 4.4.1 process that Personal Data only in accordance with Annex 1 (Processing Personal Data) unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
 - 4.4.2 ensure that it has in place Protective Measures, including in the case of the Provider the measures set out in Clause 18.4 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - nature of the data to be protected;
 - (a) harm that might result from a Data Loss Event;
 - (b) state of technological development; and
 - (c) cost of implementing any measures.
 - 4.4.3 ensure that:
 - (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular Annex 1 (Processing Personal Data));
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 5, Clauses 27 (Data protection), 29 (Confidentiality) of the Call-Off Terms and Conditions;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - 4.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

- (b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement issued by the Information Commissioner under S119A (1) of the DPA 2018 (the "**IDTA**"); or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.
- 4.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.
- 4.5 Subject to Paragraph 4.6 of this Schedule 5, the Processor shall notify the Controller without undue delay if in relation to it Processing Personal Data under or in connection with this Contract it:
 - 4.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 4.5.2 receives a request to rectify, block or erase any Personal Data;
 - 4.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 4.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;

- 4.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 4.5.6 becomes aware of a Data Loss Event.
- 4.6 The Processor's obligation to notify under Paragraph 4.5 of this Schedule 5 shall include the provision of further information to the Controller, as details become available.
- 4.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 4.5 of this Schedule 5 (and insofar as possible within the timescales reasonably required by the Controller) including by providing without undue delay:
 - 4.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 4.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 4.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 4.7.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 4.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 4.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 5. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:
 - 4.8.1 the Controller determines that the Processing is not occasional;
 - 4.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 4.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 4.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 4.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 4.11 Before allowing any Subprocessor to Process any Personal Data related to this Contract, the Processor must:
 - 4.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 4.11.2 obtain the written consent of the Controller;
 - 4.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 5 such that they apply to the Subprocessor; and

4.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

4.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

4.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Customer may on not less than thirty (30) Working Days' notice to the Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

5. Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 (Joint Controller Agreement) to this Schedule 5 (Processing Data).

6. Independent Controllers of Personal Data

6.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

6.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

6.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 6.2 of this Schedule 5 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

6.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of this Contract.

6.5 The Parties shall only provide Personal Data to each other:

6.5.1 to the extent necessary to perform their respective obligations under this Contract;

6.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);

6.5.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

(a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable); or

(b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:

(i) where the transfer is subject to UK GDPR:

- (A) the International Data Transfer Agreement (the "**IDTA**")
""as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A (1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
 - (e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 6.5.4 where it has recorded it in Annex 1 (Processing Personal Data).
- 6.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 6.7 A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 6.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract ("**Request Recipient**"):
- 6.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

- 6.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
- (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 6.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to this Contract and shall:
- 6.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
 - 6.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 6.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 6.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 6.10 Notwithstanding the obligations under clause 6.9, where the Data Loss Event relates to a Personal Data Breach, notification of the breach or suspected breach shall include:
- 6.10.1 a description of the nature of the Personal Data Breach (or suspected Personal Data Breach) including, without limitation:
 - 6.10.2 a description of the Personal Data Breach;
 - 6.10.3 an explanation of how the Personal Data Breach occurred;
 - 6.10.4 the date and time of the Personal Data Breach;
 - 6.10.5 the date and time when the Party became aware of the Personal Data Breach;
 - 6.10.6 a description of how the Party became aware of the Personal Data Breach;
 - 6.10.7 the type(s) of Personal Data affected by the Personal Data Breach including, without limitation, details of any Data Subjects affected by the Personal Data Breach; and
 - 6.10.8 the categories and approximate number of Data Subjects concerned.

- 6.11 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Annex 1 (Processing Personal Data).
- 6.12 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under this Contract which is specified in Annex 1 (Processing Personal Data).
- 6.13 Notwithstanding the general application of Paragraphs 4.1 to 2.14 of this Schedule 5 to Personal Data, where the Provider is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 6.2 to 6.13 of this Schedule 5.

Annex 1 - Processing Personal Data

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Controller at its absolute discretion.
 - 1.1 The contact details of the Customer's Data Protection Officer are: **Caroline Leask** carolineleask@dpw.gov.uk or contact data.protectionofficer@dpw.gov.uk
 - 1.2 The contact details of the Provider's Data Protection Officer are **Richard Anderson** Richard.Anderson@marstonholdings.co.uk (Chief Risk Officer) Tel - 07720 094772 or contact DPO@marstonholdings.co.uk
 - 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
 - 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Customer is Controller and the Provider is Processor The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Customer is the Controller and the Provider is the Processor of the following types of Personal Data used and exchanged under the Call Off Contract with the exception of Body Worn Video Personal Data:</p> <ul style="list-style-type: none"> • Debtor Personal Data • Arrest Warrant Staff Personal Data • Customer Staff Data <p>The Customer is also the Controller for business contact details of any directors, officers, employees, agents, consultants of Customer (excluding the Provider Personnel) engaged in the performance of the Customer's duties under the Contract.</p> <p>The Provider is Controller and the Customer is Processor The Parties acknowledge that for the purposes of the Data Protection Legislation, the Provider is the Controller and the Customer is the Processor in accordance with Paragraph 2 of the following Personal Data:</p> <ul style="list-style-type: none"> • Personal data collected by the Provider's agents during the delivery of the Arrest Warrants Service via the use of Body Worn Video. <p>This is because of the following factors: -</p> <ol style="list-style-type: none"> 1. The Provider has an obligation to maintain health and safety of its agents. 2. The Provider has developed a standardised infrastructure offer to ensure effective management, storage and safety of this personal data. <p>Joint Controllers The Parties acknowledge that it is not intended that they shall be Joint Controllers in respect of any Personal Data.</p> <p>Independent Controllers The Parties acknowledge that it is not intended that they shall be Independent Controllers in respect of any Personal Data.</p>

Description	Details
Subject matter of the Processing	<ul style="list-style-type: none"> • The type of personal data processed under this agreement includes personal and sensitive data related to the following areas: • Debtor Personal Data captured under Child Maintenance Legislation • Arrest Warrant Staff Personal Data • Customer Staff Personal Data
Duration of the Processing	<p>The Secretary of State for Work and Pensions is entering into a 24-month contract with the Provider to provide an Arrest Warrant Service in England and Wales; this may be extended for up to a further 24 months if required and appropriate. Therefore the overall duration of the processing under this contact may be up to 48 months plus any applicable retention periods.</p> <p>Duration of processing by the Customer when granted access to BWV footages shall not exceed the minimum necessary required to deal with its internal investigation and/or complaint.</p>
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>Purpose of Data Processing: All data processing envisaged under this contract is primarily related to fulfilling the requirements of this Child Maintenance Service obligations to collect child maintenance arrears from debtors using the powers and legislation available at Sanctions stage in a safe and appropriate manner, taking into account applicable current and future regulatory requirements applicable to the certified enforcement agents who execute arrest warrants.</p> <p>Purpose of Data Processing for Personal Data collected via BWV To facilitate Customer requests to access footages for complaints and/or internal investigation</p> <p>Nature of Processing envisaged under this Contract:</p> <p>Processing of Debtor Data captured under Child Maintenance Legislation: The Provider will process Debtor Personal to support attendance at the Magistrates Court including collection of arrears owed by Debtors for cases that have reached the Sanctions Stage and where a valid Liability Order is in place for Child Maintenance Debt owed by a Debtor. Once a Provider has received an arrest warrant referral from the Customer their role is to execute the arrest warrant and encourage, promote or compel attendance at the Magistrates court for any scheduled court hearing so that the court can make a decision on how any options to apply Sanctions should be applied. The Provider will also, where the debtor pays the arrears in full to the Provider, process data related to accepting payment in full from the Debtor including providing background information about the amount, type, method and source of payment. In performing the arrest warrant service the Provider will process the referral data and may identify additional or updated data relevant to the arrest warrant case, storing and processing the type of data identified further below in the 'Types of Personal Data' section as needed for the overriding purpose of supporting recovery of child maintenance arrears. Personal Data will also be transferred back to or made available to the Customer depending on the outcome of enforcement action and will be used by the Customer to make decisions on managing the recovery process and/or decide on alternative recovery methods.</p>

Description	Details
	<p>In addition the Customer authorises the Provider to provide anonymised data and/or any statistical reports for the purposes of any current or future regulatory obligations. This may include auditing of individual cases by authorized regulatory bodies providing that data is anonymised prior to access. Where access to Debtor personal data is required in order to fulfil regulatory obligations, the Provider must first seek permission from the Customer to release the data. Such approval will not be unreasonably withheld.</p> <p>Processing of Provider Staff Data: The Provider will process Personal Data related to Provider staff who work under this contract to ensure the safe and appropriate delivery of Arrest Warrant Service Delivery in compliance with the following: -</p> <ul style="list-style-type: none"> • The Licencing of Approved Enforcement Agents by UK Courts-Certification of Enforcement Agents Regs 2014 • Certification of Enforcement Agents by the Ministry of Justice • The Taking Control of Goods Regulations: National Standards 2014, including any subsequent amendments in as far as they apply to the delivery of the arrest warrants service. • Any new requirements arising out of the introduction of the introduction of the Enforcement Conduct Board, including any future mandatory registration and/or monitoring required. <p>Processing of Customer Staff Data:</p> <ul style="list-style-type: none"> • The Provider will process Customer staff personal data related to Presenting Officers in order to ensure effective and efficient co-ordination of the arrest warrant delivery service. • Processing by the Customer of BWV Personal Data, where access to the BWV is granted to the Customer by the Provider.
Categories of Data Subject	<p>Debtor Data: Official Sensitive category data including Financial, Personal, Employment and Legal.</p> <p>Provider Staff Data: Personal, Employment and Legal in respect of recruitment, management, operational delivery and obtaining/maintenance of enforcement agent licencing status, relevant quality standards and any current or future regulatory requirement for any sub-contractor staff used under this contract.</p> <p>Customer Staff Data: Personal and employment related category data</p> <p>Visual images of the Debtor obtained during the arrest process and/or transportation to court needed to ensure safety and compliance with good practice.</p>
Type of Personal Data being Processed	<p>The contract involves the collection, storage, use and exchange of data between the Customer and the Supplier. The data includes both personal and sensitive data.</p> <p>Debtor Personal Data captured under Child Maintenance Legislation:</p> <ul style="list-style-type: none"> • Debtor name • Date of Birth • National Insurance Number • Telephone numbers • Email addresses • Current or new address • Contact Date/Times/Location of Contact with Debtor • Copy of Debtor Signature • Arrest Warrant details • Scheme Client Identification Number (SCIN) provided by CMS • Liability Order details/ Liability Order Ref (if provided by CMS) • The name of the Receiving Parent

Description	Details
	<ul style="list-style-type: none"> Qualifying Child(ren) names and Dates of Birth Third Party Reference Number (TRN) – Provider Unique reference number provided by Contracting Authority Provider's Unique Reference Number Language or other communication barriers Photos/Images of the Debtor for identification purposes (including passport/driving licence biometric data) Personal characteristics to enable identification/tracing including any known visible disabilities. Any known health issues and/or vulnerabilities Identification of potentially violent behaviours, including domestic abuse, to Receiving Parents and addition of markers to case records. This may include information on criminal behaviours and/or criminal records information, whether independently verified or in the form of unverified intelligence, related to an identified threat to receiving parents, Provider staff or the wider public where known. Information gathered from Companies House Information gathered from online sources Employer details Details of loans/County Court Judgments (CCJ's) Known asset details including vehicles and car registrations if known Electoral roll information Any other details obtained from additional tracing or case validation activity undertaken by the Supplier and/or their Sub-Contractors. Level of Outstanding Debt/Amended Balance Outcome of arrest action taken – i.e. payment or arrangement to pay secured, or reasons for unsuccessful enforcement Details of payments collected/ transferred to the DWP Details of any complaints made by, or on behalf of, Receiving Parents <p>Provider Staff Data:</p> <ul style="list-style-type: none"> Personal Data eg name, date of birth, related to recruitment/ employment and/or use of any self-employed agents Criminal Records Checks Data Data related to obtaining and maintaining approved certified enforcement agent licenced status: Certification of Enforcement Agents 2014 Registration with any current or future regulatory bodies as needed including the Ministry of Justice register of Certified Enforcement Agents and the Enforcement Conduct Board. Monitoring of activity/standards of performance related to compliance with Taking Control of Goods Regulations: National Standards 2014 including any subsequent updates in as far as it applies to this service Use of Photo ID and/or any biometric documentation necessary for use by approved Enforcement Agents Details of Complaints related to Individual Certified Enforcement Agents <p>Customer Staff Data:</p> <ul style="list-style-type: none"> Presenting Officer Staff Name Presenting Officer Staff Contact Details -email/phone <p>Body Worn Video Data:</p> <ul style="list-style-type: none"> Visual images of the debtor obtained during the arrest process and/or transportation to court needed to ensure safety and compliance with good practice.

Description	Details
Plan for return and destruction of the data once the Processing is complete unless requirement under law to preserve that type of data	<p>Debtor Related Personal Data captured under Child Maintenance Legislation: The Provider and any Sub- Contractors will ensure that all Debtor Personal Data included in cloud-based solution, electronic or paper files will be destroyed no later than 6 years after the end of contract or as such other time as agreed in the Exit Plan.</p> <p>Provider's Staff Data: The Provider and any Sub- Contractors will retain and destroy Provider Staff Data in line with their own policies.</p> <p>Customer Staff Data: The Provider and any Sub- Contractors will ensure that all Debtor Personal Data included in cloud-based solution, electronic or paper files will be destroyed 6 years after the end of contract or as such other time as agreed in the Exit Plan.</p> <p>Body Worn Video Data: The Provider and any third-party suppliers will retain and destroy Body Worn Video personal data in line with their own policies as data controller. The Customer will ensure that BWV personal data is destroyed as soon as the complaint and/or investigation is concluded</p>
Locations at which the Provider and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	<p>Data will be processed within the UK. There will be no offshoring of data under this contract.</p> <p>The lawful basis under Ground 6 (1) e (Public Task) of the General Data Protection Regulations (GDPR) is that "processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller."</p> <p>Legislative Gateway: The Customer permits the Provider to process Personal Data in furtherance of its legal and legislative rights and responsibilities to recover Child Maintenance Arrears as outlined below:</p> <p>The Customer is able to request that a judge of the Magistrate's Court issue a warrant of arrest under Section 39A Child Support Act 1991 and regulation 35 of the Child Support (Enforcement and Collection Regulations) 1992 which states: For the purposes of enabling an inquiry to be made under section 39A of the Act as to the liable person's conduct and means, a justice of the peace may— (a) issue a summons to him to appear before a magistrates' court and (if he does not obey the summons) issue a warrant for his arrest; or (b) issue a warrant for his arrest without issuing a summons.</p> <p>The Provider shall execute warrants of arrest both with and without bail in line with Section 40 of the Child Support Act 1991 and regulation 34 of the Child Support (Collection and Enforcement) Regulations 1992</p> <p>Regulation 34 of the Child Support (Collection and Enforcement) Regulations 1992 states: A warrant issued under section 40 of the Act may be executed anywhere in England and Wales by any person to whom it is directed or by any constable acting within his police area.</p> <p>Schedule 4A of the Magistrates Courts Act 1980 further clarifies that an "authorised officer", in relation to a warrant, means a person who is entitled to execute the warrant by virtue of— (a) section 125A of this Act (civilian enforcement officers); or (b) section 125B of this Act (approved enforcement agencies);</p>

Description	Details
	The processing of personal and sensitive data is therefore essential for the effective and efficient performance of the arrest warrant service.
Protective Measures that the Provider and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	The Provider has outlined the range of measures for the protection of Personal Data in the Information Security Questionnaire which, following risk assessment by the Customer, has resulted in an action plan attached to Schedule 3 to Order Form Appendix 3 which will form the basis of further Security reviews.
Protective Measures that the Customer have implemented to protect BWV Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	<p>The Customer shall implement and maintain appropriate technical and organisational security measures to safeguard all Personal Data Processed pursuant to this Agreement against unauthorised or unlawful Processing and against accidental loss, disclosure or destruction of, or damage to, that Personal Data in such a way as to comply with Data Protection Legislation, including without limitation:</p> <ul style="list-style-type: none"> 1.1.1 where requested in writing by the Provider, encryption of the Personal Data; 1.1.2 where requested in writing by Provider, pseudonymisation and/or anonymisation of the Personal Data; 1.1.3 measures which ensure the confidentiality, integrity, availability and resilience of the systems Processing that Personal Data; and, 1.1.4 a process for regularly testing, assessing and evaluating the effectiveness of such technical and organisational measures for ensuring the security of the Processing; 1.1.5 procure that its personnel who access Personal Data are trustworthy and suitable for their role, comply with Good Industry Practice, do so only to the extent necessary for their role, are subject to a duty of confidence which covers all Personal Data Processed under this Contract and receive reasonable data protection and privacy compliance training (including a knowledge assessment) at least once per year (unless otherwise agreed in writing by the Provider; 1.1.6 comply with the Provider's Information Security Policy and any further minimum information security standards agreed in writing for the purposes of this Contract.

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the

terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraph 4 of this Schedule 5 (Where one Party is Controller and the other Party is Processor) and Paragraphs 6.2-6.13 of this Schedule 5 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Provider/Customer]:

is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and

shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Provider's/Customer's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of Paragraph 2.1, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Provider and the Customer each undertake that they shall:

2.1.1 report to the other Party every 12 months on:

- (a) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (c) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (d) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (e) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

- that it has received in relation to the subject matter of this Contract during that period;
- 2.1.2 notify each other without undue delay if it receives any request, complaint or communication made as referred to in Paragraphs 6.13(a) to 2.1.1(e);
 - 2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 2.1.2 and 6.13(c) to 2.1.1(e) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
 - 2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under this Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
 - 2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
 - 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
 - 2.1.7 use best endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (a) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (b) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;
 - (c) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
 - 2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
 - 2.1.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Provider holds; and

- 2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event;
- 2.1.11 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as agreed with the non-transferring Party which could include:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the UK International Data Transfer Agreement (the "**IDTA**"), as published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
 - (e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.
- 2.2 Each Joint Controller shall use best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

- 3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within forty eight (48) hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Data Loss Event, providing the Customer and its advisors with:
- 3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;
 - 3.1.2 all reasonable assistance, including:
 - (a) co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (b) co-operation with the other Party including using such best endeavours as are directed by the Customer to assist in the investigation, mitigation and remediation of a Data Loss Event;
 - (c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or
 - (d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including, without limitation, the information set out in Paragraph 3.2.
- 3.2 Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is the fault of that Party as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within forty eight (48) hours of the Data Loss Event relating to the Data Loss Event, in particular:
- 3.2.1 the nature of the Data Loss Event;
 - 3.2.2 the nature of Personal Data affected;
 - 3.2.3 the categories and number of Data Subjects concerned;
 - 3.2.4 the name and contact details of the Provider's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - 3.2.5 measures taken or proposed to be taken to address the Data Loss Event; and
 - 3.2.6 describe the likely consequences of the Data Loss Event.

4. Audit

- 4.1 The Provider shall permit:
- 4.1.1 the Customer, or a third-party auditor acting under the Customer's direction, to conduct, at the Customer's cost, data privacy and security audits, assessments and inspections concerning the Provider's data security and privacy procedures

relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

- 4.1.2 the Customer, or a third-party auditor acting under the Customer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Provider so far as relevant to this Contract, and procedures, including premises under the control of any third party appointed by the Provider to assist in the provision of the Services.
- 4.2 The Customer may, in its sole discretion, require the Provider to provide evidence of the Provider's compliance with Paragraph 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

The Parties shall:

- 5.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- 5.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner, or any other regulatory authority. The Customer may on not less than thirty (30) Working Days' notice to the Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner, or any other regulatory authority.

7. Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Customer or the Provider for a Data Loss Event ("**Financial Penalties**") then the following shall occur:
 - 7.1.1 if in the view of the Information Commissioner, the Customer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Customer, its employees, agents, contractors (other than the Provider) or systems and procedures controlled by the Customer, then the Customer shall be responsible for the payment of such Financial Penalties. In this case, the Customer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Provider shall provide to the Customer and its third party investigators and auditors, on request and at the Provider's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;
 - 7.1.2 if in the view of the Information Commissioner, the Provider is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Customer is responsible for, then the Provider shall be responsible for the payment of these Financial Penalties. The Provider will provide to the Customer and its auditors, on request and at the Provider's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or
 - 7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Customer and the Provider shall work together to investigate the relevant

Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 39 of the Core Terms (Resolving disputes).

- 7.2 If either the Customer or the Provider is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "**Claim Losses**"):
- 7.3.1 if the Customer is responsible for the relevant Data Loss Event, then the Customer shall be responsible for the Claim Losses;
- 7.3.2 if the Provider is responsible for the relevant Data Loss Event, then the Provider shall be responsible for the Claim Losses: and
- 7.3.3 if responsibility for the relevant Data Loss Event is unclear, then the Customer and the Provider shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 shall preclude the Customer and the Provider reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Customer.

8. Termination

If the Provider is in Material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Customer shall be entitled to terminate this Contract by issuing a Termination Notice to the Provider in accordance with Clause 14 of the Core Terms (Ending the contract) and the consequences of termination in Clause 14.5.1 of the Core Terms shall apply.

9. Sub-Processing

In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- 9.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- 9.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by this Contract), and taking all

further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.



APPENDIX 4

CUSTOMER VARIATION FORM

CALL-OFF TERMS AND CONDITIONS FOR SERVICES

[Name of Lot]¹.....

No of Order Form being varied:.....

Variation Form No:.....

BETWEEN:

[]² (the “**Customer**”)

and

[]³ (the “**Provider**”)

1. The Order is varied as follows; [list details of the Variation]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Authorised to sign for and on behalf of the Customer

Signature _____

Date _____

Name in Capitals

Address

Authorised to sign for and on behalf of the Provider

Signature _____

Date _____

Name in Capitals

Address _____

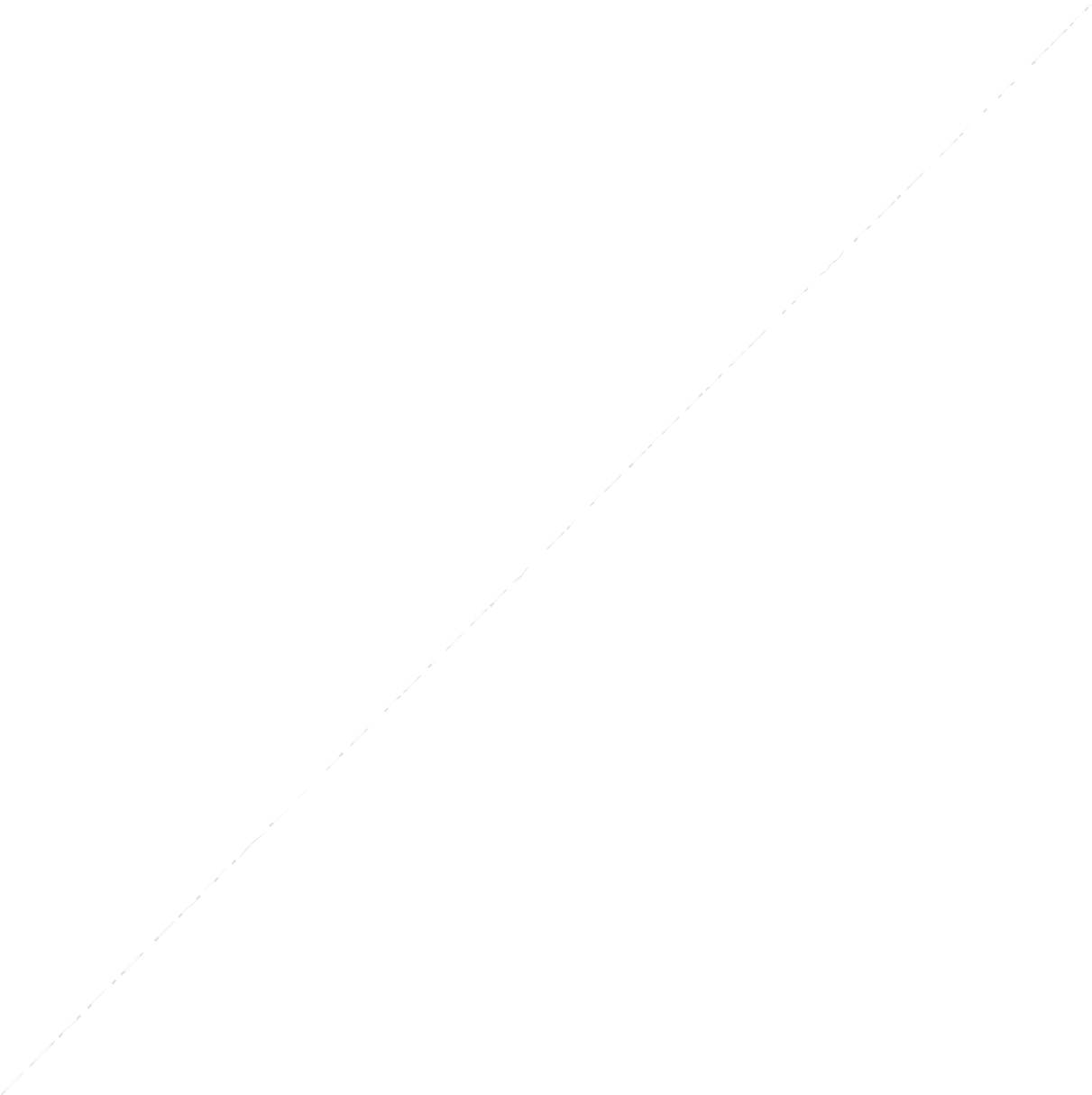
¹ To be inserted

² Insert name of Contracting Authority

³ Insert name of Provider

APPENDIX 5
CALL OFF TENDER

[Redacted]



BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with where completed and applicable, the Call-Off Order (additional requirements) set out in this Order Form) incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Agreement entered into by the Provider and the Customer on [Redacted] 2025.

For and on behalf of the **Provider:**

Name and Title	[Redacted]
Signature	[Redacted]
Date	[Redacted]

For and on behalf of the **Customer:**

Name and Title	[Redacted]
Signature	[Redacted]
Date	[Redacted]