**Housing**

Ombudsman Service

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Contract

**for the provision of SIP Telephone System**

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| --- | --- |
| Service Provision Start Date: | 14 Jan 2019 |
| Contract Reference: | *\-\o O ""-* e... *s* |

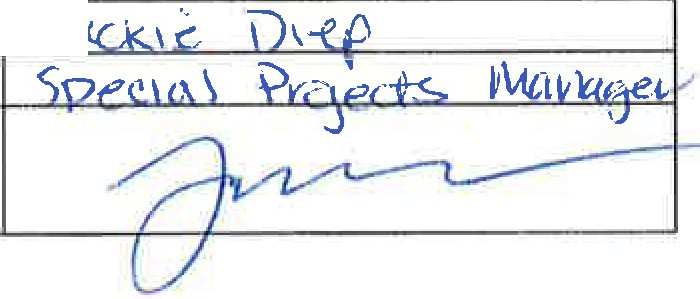
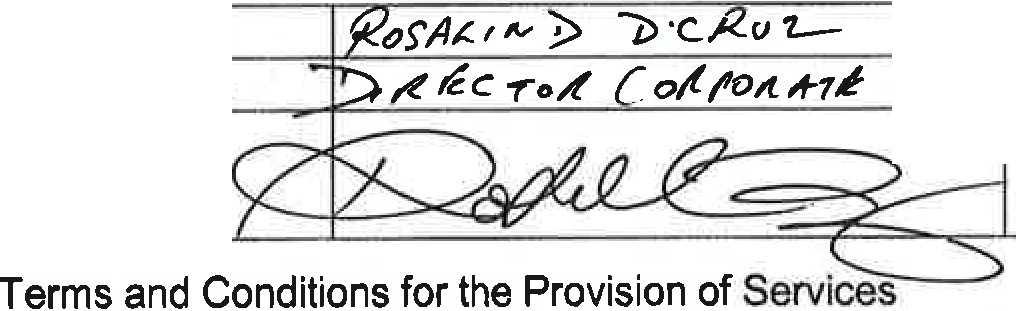
This CONTRACT is made on the BETWEEN:

1. The Housing Ombudsman, THO ("The Customer"), a corporation sole whose principal office is at Exchange Tower 1, Exchange Square London E14 9GE and
2. UCFX Limited, (08175024) who's registered office is at, 88 Kingsway, London WC2B 6AA, United Kingdom

together known as "the Parties". WHEREAS:

The THO has agreed to appoint the Contractor to provide and deliver the Services and the Contractor has agreed to accept such appointment on the Conditions set out below.

IT IS AGREED as follows:

1. Interpretation
   1. In this Contract and the Schedules hereto terms with capital initial letters shall have the meanings set forth in Condition 1 or defined elsewhere as appropriate.
2. Provision of the Services
   1. The Contractor agrees to provide to THO, and THO agrees to purchase the Services set out in Schedule 1 hereto.
3. Duration
   * 1. This Contract shall commence on the Service Provision Start Date and unless terminated at an earlier date in accordance with its terms shall continue in effect until the earlier of:
     2. the date specified by THO if THO terminates this Contract pursuant to Conditions 11(c) 11.2, (20.4(a), 20.7(a) or 21;
     3. 13 January 2022 or by
     4. Providing no less than 90 days notice of early termination for convenience to the Contractor. Early termination fees will apply in accordance to Schedule 2 section 11.

|  |  |  |
| --- | --- | --- |
| Signed by and on behalf of THO: | | Signed by and on behalf of the Contractor: Name Print : ) *o*  Hitle: |
| Name Print: | |
| Title: | c |
| Signature: |
|  | |

\_Signatur e:

1. Interpretation
   1. In these Conditions: Approval" means the written consent of THO and "Approve" shall be construed accordingly.

"Agent" a THO user who is a member of the THO Duty Line "Agent Licence" a system licence assigned to an Agent

"Change" means any amendment to the scope and/or manner of provision of the services and which is carried out in accordance with Schedule 3 (CHANGE CONTROL)

"Charges" the amount payable by the Customer to the Contractor for Services duly peformed and delivered by the Contractor to the Customer.

"Commercially Sensitive Information" means information relating to

* + 1. the pricing of Services, but not the price and
    2. such other information which the Contractor has indicated to the Customer that, if disclosed, by the Customer would cause the Contractor significant commercial disadvantage or material financial loss

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer" take the meaning given in the GDPR.

"Customer Data" all data belonging to the THO and provided to the Contractor to enable delivery of the Services

"Data Protection Legislation" (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy;.

"Data Protection Impact Assessment": an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data

"Data Loss Event": any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

"Data Subject Access Request": a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

"DPA 2018": Data Protection Act 2018

"Duty Line" is composed ofTHO Agent whose role is to answer/respond to calls passed to THO from the outsourced contact centre provider.

"EIR" has the meaning given to it in Condition 29.1 "Expiry Date" means the date in Condition 3.1.5 "FOIA" has the meaning given to it in Condition 29.1.

"Good Industry Practice" means the exercise of that degree of skill, diligence prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier seeking to perform its contractual obligations, complying with all applicable Laws and regulations and engaged in the same type of undertaking as the Contractor

"GDPR": the General Data Protection Regulation (Regulation (EU) 2016/679)

"Law" means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requir.ements with which the Contractor is bound to comply

"LED": Law Enforcement Directive (Directive (EU) 20t6/6 0)

"Protective Measures": appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuriflg confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

"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 THO and "Regulatory Body" shall be construed accordingly

"Relevant Policies" has the meaning given to it in Condition 20.1(c). "Relevant Requirements" has the meaning given to it in Condition 20.1(a). "Relevant Terms" has the meaning given to it in Condition 20.2.

"Replacement Contractor" means any third party service provider of Replacement Services appointed by the Customre from time to time (or where the Customer is providing replacement Services in-house, the Customer)

"Services" has the meaning given to it in paragraph 1 Schedule 1 (SERVICES)

"Staff' means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement

"Sub-processor": any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement

"System" means the supported solution as implemented for THO by the Contractor "Term" means the period from the Service Provision Date to the Expiry Date

'Working Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

"the Contract" means the agreement concluded between THO and the Contractor, including specifications, patterns, the Contractor's samples, plans, drawings and other documents which are incorporated or referred to therein;

"the Contractor" means the person who by the Contract undertakes to supply the Services to THO as is provided for in the Contract; where the Contractor is an individual or partnership, the expression shall include the personal representatives of that individual or of the partners;

"THO" means The Housing Ombudsman, a corporation sole;

"Order" means THO purchase order or other agreed official document specifying THO's requirements for delivery of the Contract or part thereof to which these Conditions are annexed;

"Premises" means the location or locations where the Services are to be performed as specified in the Order.

* 1. Unless the context otherwise requires, reference in these Conditions to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.
  2. The headings to these Conditions shall not affect their interpretation.
  3. Any decision, act or thing which either party to the Contract is required to take or do under the Contract may be requested by any officer or employee of the other party authorised, either generally or specially, by that other party to make such a request, provided that upon receipt of a written request from one party the other party shall inform the party requesting the information of the name of any such officer or employee.
  4. An Order raised in writing by THO constitutes an offer on the part of THO to acquire the Services subject to these Conditions which must be accepted either in writing by the Contractor or by the actual execution of the Order. The Contractor is deemed to have understood the nature and extent of the Services and to have visited the Premises and shall make no claim founded on his failure to do so. THO shall not be liable for any order unless it is issued or confirmed on its purchase order or other official document and signed by an authorised officer of THO.

1. Variation of Conditions

The Services shall be supplied in accordance with these Conditions. Any conditions which the Contractor may seek to impose and which in any way add to, vary or contradict these Conditions shall be excluded and not form part of the Contract, unless each of such conditions has been specifically agreed to in writing by THO in accordance with Schedule 3 (CHANGE CONTROL PROCEDURES).

Acceptance of an Order shall be deemed to bind the Contractor to these Conditions and the Services shall not be supplied or performed by the Contractor, his employees, agents or representatives, except in accordance herewith.

The Contract contains the whole agreement between the Parties in respect of its subject matter and supersedes and replace any prior written or oral agreements, representations or understandings between

them relating to such subject matter. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressely incorporated into the Contract. 3. Contractor's Status

In carrying out the Services the Contractor shall be acting as an independent Contrator and not as the agent of THO. Accordingly:

1. the Contractor shall not (and shall procure that the Staff do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of THO, and
2. nothing in the Contract shall impose any liability on THO in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of THO to the Contractor that may arise by virtue of either a breach of the Contract or any negligence on the part of THO, its staff or agents.
3. Contractor's Personnel
   1. The Contractor shall take the steps reasonably required by THO to prevent unauthorised persons being admitted to the Premises. If THO gives the Contractor notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by THO the Contractor shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.
   2. If and when instructed by the THO, the Contractor shall give to THO a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as THO may reasonably require.
   3. The decision of THO as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Contractor has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.
   4. The Contractor shall bear the cost of any notice, instruction or decision of THO under this Condition.
4. Manner of Carrying out the Services
   1. The Contractor shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining THO's prior consent.
   2. Access to the Premises shall not be exclusive to the Contractor but only such as shall enable it to carry out the Services concurrently with the execution of work by others. The Contractor shall co­ operate with such others as the THO may reasonably require.
   3. THO shall have the power at any time during the progress of the Services to order in writing:
      1. the removal from the Premises of any materials which in the opinion of THO are either hazardous, noxious or not in accordance with the Contract, and/or
      2. the substitution of proper and suitable materials, and/or
      3. the removal and proper re-execution notwithstanding any previous test thereof or interim payment thereof of any work which, in respect of material or workmanship or otherwise is not in the opinion of THO in accordance with the Contract.
   4. On completion of the Services the Contractor shall remove its plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.
5. Time of Performance

The Contractor shall begin performing the Services on the date stated in the Order and shall complete them by the date stated in the Order or continue to perform them for the period stated in the Order (whichever is applicable). THO may by written notice require the Contractor to execute the Services in such order as THO may decide, in the absence of such notice the Contractor shall submit such detailed programmes of work and progress reports as THO may from time to time require. Contractor will make all reasonable endevours to inform THO of any delays due to Third Parties or delays outside their control.

1. Forms

An advice note shall accompany each complete performance of the Services or of any separable part thereof. A bill shall be rendered on the Contractor's own invoice form to THO. All advice notes, other relevant correspondence and invoices, shall be clearly marked with THO's order number, the consignee and the description of the Services concerned.

1. Free-Issue Materials

Where THO for the purpose of the Contract issues materials, information or data, free of charge to the Contractor such materials, information or data shall be and remain the property of THO. The Contractor shall maintain all such materials, information or data in good order and condition and shall use such materials, information or data solely in connection with the Contract. The Contractor shall notify THO of any surplus materials remaining after completion of the Services and shall dispose of them as THO may direct. Waste of such materials arising from bad workmanship or negligence of the Contractor or any of his servants' agents or sub-contractors shall be made good at the Contractor's expense. Without prejudice to any other of the rights of THO, the Contractor shall deliver up such materials whether processed or not to THO on demand.

1. Audit

The Contractor shall keep and maintain until two years after the Contract has been completed records to the satisfaction of THO of all expenditures which are reimbursable by THO and of the hours worked and costs incurred in connection with any employees of the Contractor paid for by THO on a time charge basis. The Contractor shall on request afford THO or his representatives such access to those records as may be required by THO in connection with the Contract.

1. Patents and Information
   1. It shall be a condition of the Contract that the Services (other than those parts of the Services which incorporate designs furnished by THO) shall not infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual or industrial property of any third party and the Contractor shall indemnify the THO against all actions, claims, demands, costs and expenses which THO may suffer or incur as a result of or in connection with any claim by a third party that such elements of the Services are so infringing.
   2. All intellectual property rights (including ownership and copyrig t) in any new specifications, instructions, plans, drawings, patents, models, designs or other materials produced during this Service:
      1. furnished to or made available to the Contractor by THO are hereby assigned to and shall vest in THO absolutely; or
      2. prepared by or on behalf of the Contractor for use, or intended use exclusively by THO, in relation to the performance of the Contract are hereby assigned to and shall vest in THO absolutely unless otherwise prohibited by third party software licencing terms. In all the circumstances the Contractor warrants that THO has the right to use all such third party software in the execution and performance of the Services.
      3. The Contractor shall not and shall procure that the Staff shall not (except to the extent necessary for the implementation of the Contract) without prior written consent of THO use or disclose any such specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to the Contract) which the Contractor may obtain pursuant to or by reason of the Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (but without prejudice to the generality of the foregoing) the Contractor shall not refer to THO or the Contract nor use THO's logo or other identifier in any advertisement or other public announcement without THO's prior written consent.
      4. where such work relates to the core IPFX software, or UCaaS platform and other work related to delivery of service that is not explicitly contracted for the exclusive use of THO, THO shall have the right to use but the intellectual property rights shall vest in IPFX.
   3. The provisions of this Condition 1O shall apply during the continuance of the Contract and after its termination howsoever arising.
2. Default by Contractor
   1. If the Contractor shall have failed to comply with any terms of the Contract, either in relation to provision of the Services or otherwise, THO shall be entitled (whether or not the Services or any part thereof have been accepted by THO) to avail itself of any of the following remedies at THO's discretion:
      1. rescind the Contract; or

{b) give the Contractor the opportunity to carry out remedial work in respect of the Services at the Contractor's expense so that they comply with the terms of the Contract; or

1. refuse to accept any further performance of the Services and/or terminate the Contract in whole or in part without any liability to the Contractor; or
2. carry out (either itself or using a third party) at the Contractor's expense such work as may be necessary to make the Services comply with the Contract; or
3. claim such damages, costs and expenses as THO may have sustained in consequence of any breach of the terms of the Contract or failure by the Contractor to comply with any statutory or other legal obligations herein specified or implied by law. ·
   1. In the event of Contractor default which results in early termination of contract, the only sums payable to the Contractor shall be for work already delivered by the Contractor and accepted by the Customer.

These rights shall be in addition to and without prejudice to any other rights THO may have.

1. Force Majeure

Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this Condition shall limit the obligations of the Contractor to use his best endeavours to fulfil his obligations under the Contract.

1. Price and Payment
   1. The Charges shall be 'net', that is, after deduction of all agreed discounts. The amount of any duty additional to the Charges and any early settlement discounts shall be shown separately in the Contract.
   2. Payment for the Services rendered, unless stated otherwise in the Contract, shall be made ten days after receipt by THO of a correctly rendered invoice. THO will seek to encourage genuine early settlement discounts whenever possible. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge. Delays in payment of invoices are possible if the Contractor does not show THO's Order number on its invoices. Payment terms shall not be varied without the express authority of THO.
   3. Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract or under any other contract with THO.
2. Warranties
   1. The Contractor warrants to THO that the Services shall be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for THO to expect in all the circumstances (such standard shall be no less that Good Industry Practice)
   2. Without prejudice to any other right or remedy if the Services or any part thereof are not performed in accordance with the Contract then THO shall be entitled:
      1. at THO's option to require the Contractor to supply a replacement for the Services in accordance with the Contract within the time stated in writing by THO; or
      2. at THO's sole option and whether or not THO has previously required the Contractor to supply any replacement for the Services to require the repayment of any part of the Charges which have been previously paid in respect of the deficient Services.
3. Limitation of Liability
   1. Nothing in this Contract shall limit the liability of any person for losses, damages, claims, demands, actions, costs, charges, expenses and liabilities arising directly or indirectly as a result of:
      1. personal injury or death arising from its negligence, or
      2. fraud, or
      3. any other liability which cannot be limited under applicable Law.
   2. Subject to Condition 15.1, neither party shall be liable to the other party pursuant to this Contract, whether in contract or otherwise howsoever arising, for any loss of business, loss of

opportunity, loss of goodwill or loss of anticipated savings or any indirect or consequential losses or damages.

* 1. Subject to Conditions 15.1, 15.2, the maximum aggregate liability of the Contractor for breach of this Contract shall be £20,000.
  2. The Contractor's liability pursuant to Condition 30 shall not be subject to the limit set out in Condition 15.3 and shall be capped at £50,000

1. Insurance
   1. The Contractor shall insure against its full liability under Condition 15. The requirements on the Contractor to have in place such insurance shall be a condition of the Contract.
   2. The Contractor shall procure that each of its sub-contractors have in place appropriate insurance to cover its obligations as such relate to this Contract.
   3. The Contractor upon request shall produce to THO or cause any sub-contractor to produce documentary evidence that the insurance is properly maintained.
   4. If the Contractor defaults in insuring, THO may itself effect insurance and charge the cost together with an administrative charge of 5% to the Contractor.
2. Transfer and Sub-Contracting

Neither party shall assign the whole or any part of the Contract. The Contractor shall not sub-contract the production or supply of the Services or any part thereof without the previous consent in writing of THO.

1. Patents, etc.

The Charges shall include all royalties, licence fees or similar expenses required in respect of the receipt and use of the Services by THO and/or the making, use or exercise by the Contractor of any invention or design for the purpose of performing the Contract.

1. Confidentiality

The Contractor, his employees and agents shall treat this Contract and all data,designs, drawings, material, specifications and information supplied by THO to the Contractor in connection with this Contract as confidential and shall not disclose the same to any third party without THO's written consent or infringe any copyright, patent, trade mark, trade name or registered design vested in the THO. All materials, drawings, documents, specifications and other technical data prepared by or on behalf of THO in connection with the Contract shall be THO's property and THO may reproduce and use the said items freely for any purpose whatsoever.

1. Anti-Bribery and Corruption
   1. The Contractor shall:
      1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti­ corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
      2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
      3. comply with THO's ethics, anti-bribery and anti-corruption policies and all relevant industry codes on anti-bribery or anti-corruption, in each case as THO or the relevant industry body may update them from time to time ("Relevant Policies");
      4. have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Condition 20.1(b),and will enforce them where appropriate;
      5. promptly report to THO any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract;
      6. immediately notify THO (in writing) if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor (and the Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Effective Date); and
      7. within 2 (two) months of the Effective Date, and annually thereafter, certify to THO in writing signed by an officer of the Contractor, compliance with this Condition 20.1 by the Contractor and all persons

associated with it under Condition 20.2. The Contractor shall provide such supporting evidence of compliance as THO may reasonably request.

* 1. The Contractor shall ensure that any person associated with the Contractor who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in Condition 20.1 ("Relevant Terms"). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to THO for any breach by such persons of any of the RelevantTerms.
  2. For the purpose of Condition 20.1 and 20.2, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Condition 20 a person associated with the Contractor includes any sub-contractor of the Contractor.
  3. Breach of Condition 20.1 shall be deemed a material breach under this Contract and if the Contractor, or any member(s) of Staff, engages in conduct prohibited by Condition 20.2, THO may, notwithstanding any other Condition:
     1. terminate this Contract; and
     2. recover from the Contractor the full amount of any liabilities, costs, damages, claims, expenses or losses suffered by THO resulting from the termination, including the cost reasonably incurred by THO of making other arrangements for the supply of the Services and any additional expenditure incurred by THO throughout the remainder of the Term.
  4. The Contractor shall take all reasonable steps to prevent fraud by the Staff in connection with this Contract and its subject matter and the receipt of any monies from THO.
  5. The Contractor shall notify THO immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur in connection with this Contract, its subject matter or the receipt of any monies from THO.
  6. If the Contractor or any member of Staff commits any fraud in relation to this Contract. THO may, notwithstanding any other Condition:
     1. terminate this Contract; and
     2. recover from the Contractor the amount of any liabilities, costs, damages, claims, expenses or losses suffered by THO resulting from the termination, including the cost reasonably incurred by THO of making other arrangements for the supply of the Services and any additional expenditure incurred by THO throughout the remainder of the Term.
  7. THO's rights and remedies under this Contract shall survive inspection, acceptance and payment. 20A **Modern Slavery**

20A.1 The Contractor shall at all times comply with:

* + 1. all applicable Laws, regulations and sanctions relating to modern slavery and human trafficking including but not limited to the Modern Slavery Act 2015; and
    2. any anti-slavery policy adopted by THO from time to time.

20A.2 The Contractor shall implement and maintain throughout the Term due diligence procedures for its own suppliers, permitted sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

20A.3 The Contractor shall notify THO as soon as it becomes aware of:

1. any breach, or potential breach, of any anti-slavery policy adopted by THO from time to time; or
2. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

20A.4 The Contractor shall permit THO, and any person nominated by it for this purpose, to have such access on demand to the Contractor's premises, personnel, systems, books and records as THO may require to verify the Contractor's compliance with this Condition 20A.

1. Insolvency

THO may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events:

1. if the Contractor, being an individual, or, where the Contractor is a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order, administration order or interim order made against him, or shall make any composition or scheme of arrangement with or for the benefit of his creditors, or shall make any conveyance of assignment for the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or bankrupt, or any application shall be made for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or
2. if the Contractor being a company shall pass a resolution, or the Court shall make an order, that the company shall be wound up (except for the purpose of amalgamation or reconstruction) or if an administrative receiver on behalf of a creditor shall be appointed, or if the Court shall make an administration order, or if circumstances shall arise which entitle the Court or a creditor to appoint an administrative receiver or which entitle the Court to make a winding-up order or administration order;

provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to THO.

1. Effect of Termination

In advace of expiry of the Contract or otherwise upon THO informing the Contractor that it intends to terminate the Contract pursuant to Clause 3 (Duration) the Parties acknowledge and agree that the provisions of Schedule 6 (EXIT AND SERVICE TRANSFER ARRANGEMENTS) shall apply. The Contractor shall comply with the provisins of Schedule 6 (EXIT AND SERVICE TRANSFER ARRANGEMENTS) without undue delay.

1. Notice

Any notice required to be given in writing under the Contract shall be sent by email, facsimile or by first class post, addressed to the address of the party for which it is intended shown on the signature page of the Contract or to such other address as may be notified in writing in accordance herewith for the purposes and shall be deemed to have been received in the case of an email or facsimile at 9:00 am on the next Working Day after transmission and in the case of a letter forty-eight hours after posting. In proving service by letter it shall be sufficient to show that the envelope containing the notice was properly addressed and stamped and duly posted.

1. Waiver

No failure or delay on the part of THO to exercise any of its rights under the Contract shall operate as a waiver thereof nor shall any single or partial exercise of any such right preclude any other or further exercise thereof. Any waiver by THO of any breach by the Contractor of any of its obligations under the Contract shall not affect the rights of THO in the event of any further or additional breach or breache.s

1. Validity

If any provision of these Conditions is held by any competent THO to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

1. Dispute

Any dispute arising under or in connection with the Contract or the supply of the Services shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated upon the application of either party by the President for the time being of the Law Society in accordance with the Arbitration Acts 1950 - 1979. The arbitrator's decision shall be final and binding the Parties. Costs shall be in the award of the arbitrator.

1. Observance of Legal Requirements

The Contractor shall carry out the obligations of the Contract in a manner that conforms with any relevant legal requirements and in accordance with all applicable Laws.

1. Rights of Third Parties

Nothing in this Contract is intended to confer a benefit on any third party in relation to it and in particular a person who is not a party may not enforce any of the terms or object to any variations and neither shall any person who is not a party have any rights under the Contracts (Rights of Third Parties) Act 1999 in relation to this Contract.

1. Freedom of Information
   1. The Contractor acknowledges that THO voluntarily complies with legislative responsibilities which may require the release of information under the Freedom of Information Act 2000 ("FOIA") and/or the Environmental Information Regulations 2004 ("EIR") and that THO may be under an obligation to provide information on request. Such Information may include matters relating to, arising out of or under this Contract.
   2. Notwithstanding anything in this Contract to the contrary, in the event that THO receives a "Request for Information" under any applicable Law, THO wnl be entitled to disclose all Information to the extent that it is obliged to do so in order to respond to that request in accordance with FOIA and/or EIR, save that in relation to any such information that is:
      1. exempted from disclosure under FOIA or EIR (as applicable) THO will as soon as reasonably practicable after receiving a valid request under FOIA or EIR to disclose such information, notify the Contractor of that fact and (unless requested or agreed otherwise by the Contractor) rely on the FOIA exemption in relation to confidentiality (section 41 FOIA) or the equivalent exemption under EIR and will not, subject to Condition 29.3:
         1. confirm or deny that the exempted information in question is held by THO; or
         2. disclose the exempted information requested;
      2. confidential information of the Contractor that is not exempted from disclosure under FOIA or EIR (as applicable) ("Contractor Confidential Information"), THO will consult with the Contractor as soon as reasonably practicable and will not, subject to Condition 29.3:
         1. confirm or deny that the Contractor Confidential Information in question is held by THO; or
         2. disclose the Contractor Confidential Information requested,

to the extent that, in THO's opinion, a relevant exemption is applicable in accordance with the relevant section of FOIA and/or EIR in the circumstances.

* 1. Subject to Condition 29.4, nothing in this Contract will prevent THO from complying with any valid decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any exempted information or Contractor Confidential Information, provided that prior to complying with any such notice THO has consulted with the Contractor and (if requested to do so by the Contractor , acting reasonably) appealed to the Information Tribunal against the notice and that appeal has been unsuccessful.
  2. On request from the Contractor, THO having notified the Contractor of any order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner or by any court or tribunal in relation to the disclosure of any exempted information or Contractor Confidential Information, THO shall bring such actions and appeals against the disclosure of such Information to the Information Tribunal or to such other courts and tribunals (having jurisdiction) as the Contractor may reasonably require except where THO has received a written opinion from counsel experienced in FOIA and / or EIR-related matters (such opinion to be provided to the Contractor upon request) that such an action or appeal has no reasonable prospect of success.
  3. The Contractor will fully indemnify THO against any reasonable direct costs incurred by THO in seeking to maintain the withholding of information pursuant to Condition 29.4 provided that:
     1. THO (acting in good faith) notifies the Contractor in response to the Contractor's request under Condition 29.4 that it has no wish to pursue any action or appeal for its own purposes and that but for the Contractor's request would disclose the information; and
     2. THO will use reasonable endeavours to consult with the Contractor before incurring any such costs.
  4. In the event that THO receives a Request for Information and requires the Contractor's assistance in obtaining such Information, the Contractor will respond to any related request for assistance from THO, at its own cost and within five (5) days of receiving the request for assistance

##### Data Protection

* 1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is

authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.

* 1. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
  2. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

1. a systematic description of the envisaged processing operations and the purpose of the processing;
2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
3. an assessment of the risks to the rights and freedoms of Data Subjects; and
4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
   1. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
5. process that Personal Data only in accordance with Schedule 1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
6. ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
   1. nature of the data to be protected;
   2. harm that might result from a Data Loss Event;
   3. state of technological development; and
   4. cost of implementing any measures;
7. ensure that:
   1. the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
   2. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(8) are subject to appropriate confidentiality undertakings with the Contractor or any Sub­ processor;

1. 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 Customer or as otherwise permitted by this Agreement; and
2. have undergone adequate training in the use , care, protection and handling of Personal Data; and
3. not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
   1. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
   2. the Data Subject has enforceable rights and effective legal remedies;
   3. the Contractor 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 Customer in meeting its obligations); and
   4. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
4. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
   1. Subject to clause 30.6, the Contractor shall notify the Customer immediately if it:
5. receives a Data Subject Access Request (or purported Data Subject Access Request);
6. receives a request to rectify, block or erase any Personal Data;
7. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
8. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
9. 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
10. becomes aware of a Data Loss Event. 1.6 The Contractor's obligation to notify under clause 1
    1. The Contractor's obligation to notify under clause 30.5 shall include the provision of further information to the Customer in phases, as details become available
    2. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 30.5 and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
11. the Customer with full details and copies of the complaint, communication or request;
12. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out In the Data Protection Legislation;
13. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
14. assistance as requested by the Customer following any Data Loss Event;
15. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
    1. The Contractor shall maintain complete and accurate records and Information to demonstrate Its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
16. the Customer determines that the processing is not occasional;
17. the Customer determines the processing includes special categories of data as referred to In Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
18. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects
    1. The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
    2. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
    3. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
19. notify the Customer in writing of the intended Sub-processor and processing;
20. obtain the written consent of the Customer;
21. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 30.11 such that they apply to the Sub-processor; and
22. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
    1. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
    2. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement)
    3. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
23. Transparency obligations
    1. The Parties acknowledge that
24. The content of this Contract including any changes to this Contract agreed from time to time, except for-
    1. any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Customer; and
    2. Commercially Sensitive Information; (together the "Transparency Information") are not Confidential Information.
    3. Notwithstanding any other provision of this Contract, the Contractor hereby give its consent for the Customer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Customer, shall, prior to publication, consult with the Contractor on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
    4. The Contractor shall assist and co-operate with the Customer to enable the Customer to publish the Transparency Information
    5. If the Customer believes that publication of any element of the Transparency Information would be contrary to the public interest, the Customer shall be entitled to exclude such information from publication. The Customer acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Customer acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Contractor.
    6. The Customer shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being publish to

ensure the public obtain a fair view on how the Contract is being performed, having regard to the context of the wider commercial relationship with the Contractor.

1. Law

The Contract shall be considered as a contract made in England and subject to English Law

1. Indemnity
   1. Customer shall, at all times during and after the term of this Agreement, indemnify Contractor and keep Contractor indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by Contractor arising from or in connection with:
      1. loss of profit, revenue, savings, business and/or goodwill; or
      2. indirect, consequential, incidental or special loss, damage or expense of any kind.
      3. Contractor is not liable for loss or damage related to personal injury, fraud or wilful default incurred by Customer and end users.
   2. The maximum aggregate liability of contractor under or in connection with this Agreement or relating to the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not in any Year exceed the Fees paid by the Customer to Contractor in the previous Year (which in the first Year is deemed to be the total Fees paid by the Customer to Contractor from the date both parties sign this agreement to the date of the first event giving rise to liability).
   3. Contractoris not liable to any person other than the Customer in connection with this Agreement or the Services. The Customer indemnifies Contractor against all claims made by any third party against Contractor's arising in connection with the Customer's or third party's use of the Services provided to the Customer.

Schedule 1 - SERVICES

1. **Introduction**
   1. When requested to do so, the Contractor shall provide qualified and competent staff in the execution of the requirements detailed in this Schedule the "Services".
   2. Where the Contractor provides the Services utilising services from other network suppliers, the Contractor shall fulfil the Service obligations by acting in an administrative capacity on behalf of THO.
   3. When designing the solution for THO the Contractor shall do so in a manner which maximises THO's ability to self configure changes to the solution which shall include as a minimum, the setting up of new users, deletion of users, set up of simple groups, changing live user status when necessary.
   4. As and when required, the Contractor shall work collaboratively with other THO suppliers to deliver the Services.

#### Infrastructure

* 1. The Contractor shall set up, configure and manage the THO's telephony solution on a GDPR compliant Cloud Infrastructure.
  2. The Contractor shall shall host the Services in a secure data centre in the United Kingdom and the Contractor shall be obliged to provide notice to and seek the agreement of the THO, if it intends to process Customer data outside the EU jurisdiction over the duration of the Term.

#### Service Implementation

* 1. The Contractor shall transition THO telephony services by implementing a SIP telephony solution for THO to include;
  2. Set up and configuration of :
     + Direct Dial numbers for THO users.
     + THO users' voicemail.
     + MS Exchange integration and presence status for each THO user.
     + Initial THO hunt and Duty Line groups and call queues.
     + Initial call distribution to the Duty Line, based on the longest idle queue call.
     + Display of THO user "presence" status to the outsourced contact service provider, enabling transfer of calls from the contact centre to the THO user in a manner which is consistent with advised THO working practices.
  3. Initial configuration of simple management information reports
  4. Working with Gamma as the SIP provider to the customer to provision the external PSTN access.
  5. Conduct system testing and assist in User Acceptance testing and sign-off.
  6. Provide recommendations for headset procurement which are compatible with Contractor solution and THO devices
  7. Provide recommendations and assist with implementation of a data back up solution for the configuration, agent, call activity and call recording data.

#### Service Support

* 1. The Contractor shall provide ServicePortal access to THO. THO via the portal are able to log, report and track issues.
  2. The HOS data shall be backed up locally on a daily basis, and the contractor shall take a Monthly offsite backup of the THO data and it's associated infrastructure configuration to an secondary EU region storage location.
  3. The Contractor shall maintain the security of the solution by the regular deployment of critical patches of the core sever located at THO's premise.
  4. The Contractor shall provide the Services to the THO with uptime availability of 95% 365 days save where;
* maintenance periods agreed in advance between THO and the Contractor;
* data centre planned outages requested and notified by the data centre provider;
* unplanned outages by the datacentre provider (Amazon) or the SIP provider (Gamma);
* unplanned outages (which shall be resolved in accordance with the service levels set out below);

4.3 The Contractor shall provide first line solution support to THO which shall include the support cover as detailed in Schedule 7 CONTRACTOR SOLUTION during the service hours depicted below. At no time, is support for THO inhouse internet connectivity included in the support package

##### Hours Covered Days Covered

Between the hours of 8:30 am -5:30

Monday, Tuesday, Wednesday, Thursday, Friday (excludes statutory and regional public holidays).

##### Emergency After Hours

* 1. The Contractor shall provide emergency service support at the agreed hourly rate. All such work must be authorised by THO in advance. Such authorisation can be provided to the Contractor by either phone or email.

##### Data Protection

* 1. The Contractor shall treat all Customer data in a manner wholly compliant with the GDPR regulations and in accordance with the Conditions of Contract.

Annex A to Schedule 1 - SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

#### Schedule Processing, Personal Data and Data Subjects

* 1. The Contractor shall comply with any further written instructions with respect to processing by the Customer
  2. Any such further instructions shall be incorporated into this Schedule

|  |  |
| --- | --- |
| **Description** | **Detail** |
| Subject matter of the processing | Telephone communications between THO staff and the public realting to The Housing Ombudsmans core service delivery. |
| Duration of the processing | 3 years to conclude 13 January 2022  This assumes user acceptance testing anticipated to start around 7th Dec 2018, with an in-service date of 18 January 2019. |
| Nature and purposes of the processing | The solution is a private, discrete SIP PBX instance dedicated solely for THO, hosted in a resilliant UK data centre. With the purpose of distribting inbound calls to the appropropriate staff member, and permitting outbound calls by staff located at the corporate office, or working remotely using a IPFX approved THO device, typically the IPFX Softphone client.  Calls escalated from HOS's 3rd party first line contact centre, and Direct Public calls to the THO advisors are recorded by the IPFX UCaaS service. These recordings are retained for the purpose of audit and training and are normally deleted at approximatey N+6 months from the date of the call, this interval is at the discretion of THO. THO has the option to record any call in *or* out of it's user Telephony devices . UCFX understands these calls do NOT contain incoming PCI/DSS qualifying data. Users making outgoing calls have the option to pause recording should for example they be making a call to a service provider where they would disclose their own qualifying data.  THO has the option to populate the IPFX software with a variety of contact data including names, organisations, phone numbers and call handling notes. Any such data entered is restricted ONLY to the single customer instance of the software, any IPFX client application connecting via secured user/PIN intended to be exclusively THO staff and their contracted agents, there is no public access.  The intention is that THO's service agreement with Serco shall be revised such that they enter the case number as part of the call transfer to the duty THO advisor line to aid the transfer process and improve customer service. Detailed data relating to the actual customer service request is intended to be retained within the WorkPro case management software and outside scope of the IPFX UCaaS platform. |
| Types of Personal Data | The IPFX database has a variety of contact information fields available for use at the discretion of THO. The data is presented visually ONLY to specific logged in users.  Personal data is normally restricted to Contact information only, Name, telephone numbers, manager.  THO has the option to place comments to aid staff managing an incoming call, for example 'Bob is on leave returning 31st May, direct enquiries to his  manager Sally'. THO shall use it's reasonable discretion regarding such notations reflecting appropriate Personal Data and staff confidentiality. |

|  |  |
| --- | --- |
|  | Transiant data relating to staff can include current status (in a meeting, on holiday, on leave and the staff member's anticipated return).  THO has the option to enable audio presence with expected time of return, such that a public caller would be advised via the voicemail that the staff member was absent and their expected time of return. |
| Categories of Data Subject | Staff, key suppliers and regular contact information for core business activity purposes only.  The intention is that 'public end user' contact data is NOT to be retained in the IPFX software platform, with the exception of case reference numbers entered by the Serco team to aid information transfer to the Duty Advisor team, this is typically anonymised. |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | The transactional history data (metadata) relating to a Caller Number calling/being called by THO, and which extensions they spoke with when and for how long is typically retained for 12 months. Call Recordings are retained at the customer discretion, currently anticipated to be a sliding 6 month window.  At the conclusion of the contract, the Windows Server machine host located at THO's office can be deleted in accordance with industry best practice, or should THO wish to retain the data such as call history or recordings beyond the contract UCFX will discuss options for cost effective retention of the data. |

### Schedule 2 - CHARGES SCHEDULE-

1. **Introduction**
   1. This schedule sets out the Charges which the Customer shall pay to the Contractor for the Services over the duration of the contract. No provision for indexation is included in the contract pricing structure. All costs include VAT.
   2. It is not expected that the Contractor shall, in the normal course of delivering the Services require to travel, however any Travel and subsistence costs must be agreed in advance with THO and shall be in keeping with the rates stated within THO internal policy. Should that policy change the Contractor shall be informed and any proposed amendment agreed between the Parties.
   3. Contractor may change the Fees, where its wholesale costs increase for any reason. Where possible, Contractor will give one month's prior written notice of changes to the Fees.
2. **Invoicing**
   1. Invoicing must be submitted to [invoices@housing-ombudsman.org.u.kThe](mailto:invoices@housing-ombudsman.org.u.kThe) Order number must be

Quoted including sufficient detail to enable the invoice be paid. Payment terms are ten (10) days in arrears.

1. **Licence costs**
   1. The Contractor shall charge THO each calendar month for the number of licences stated in table 1, which is representative of the volumes required at go live. The number of licences provided for the use of THO may be varied and additional licences purchased per the rate in table 2 under advisement to the Contractor.
   2. The Contractor shall permit THO to reassign licences from one THO staff member to another provided such complement of licence usage remains compliant

**Table 3**.**1 P**. **rice for Ba**. **sIc A**1gent

|  |  |  |  |
| --- | --- | --- | --- |
| **Number of core user**  **licences** | **Unit Cost** | **Monthly Costs** | **Monthly Cost**  **VAT Inclusive** |
| 78 | £21.48 +VAT | £1 ,675 .44 | £2,010.53 |

Table 3.2

|  |  |  |
| --- | --- | --- |
| **Addltlonal licences** | Unit **Cost** | **Monthly Cost**  **VAT Inclusive** |
| 1 | £21.48 +VAT | £25.76 |

## PSTN telephone services, free to use numbers, minutes and call charges

### The PSTN services are contracted separately directly from Gamma as the SIP provider, there is no cost from the Contractor relating to numbers, minutes and call charges.

* 1. The number of concurrent SIP channels can be varied throughout the contract using a change request, with no incremental monthly service charges to a maximum of 50 concurrent PSTN calls, at which point the Contractor may need to review the contracted virtual server capacity and pass forward any incremental capacity costs.

**S. Upgrading basic Agent licence to Advance Licence**

5.1 THO has the option to upgrade its Agent Licence(s) to an advance licence provision, the scope and increased functionality of the upgrade is further detailed in Schedule 7 CONTRACTOR SOLUTION. The cost of the advance Agent User licence where implemented is detailed in Table 3 below.

**Table 5.1**

|  |  |  |
| --- | --- | --- |
| **Advanced Agent**  **licence uoarade** | **Unit Cost** | **Monthly Cost**  **VAT Inclusive** |
| 1 | £25.95 +VAT | £31.14 |

1. Upgrading Agent licence to Supervisor Licence
   1. An Agent License can be upgraded to a Supervisor.

**Table 6.1**

|  |  |  |
| --- | --- | --- |
| **Supervisor licence**  **uoarade** | **Unit Cost** | **Monthly Cost**  **VAT Inclusive** |
| 1 | £20+VAT | £24.00 |

1. **Upgrading User licence to Administrator License (which includes Supervisor priveleges)**
   1. A standard user license can be upgraded to a system administrator, where that agent is also a configured for call centre they will automatically become a supervisor.

**Table 7.1**

|  |  |  |
| --- | --- | --- |
| **Advanced Agent**  **licence upgrade** | **Unit Cost** | **Monthly Cost**  **VAT Inclusive** |
| 1 | £35+VAT | **£42** |

**8, Call recording and storage**

8.1 The Contractor shall record and manage all calls to and from the THO softphones used by the advisor team members. Storage/Retension is expected to be for approximately 6 months rolling storage, of up to 40,000 total inbound and outbound minutes. This equates to approximately 32Gb of storage on the THO virtual server instance. THO may reduce its storage retention under advice to the Contractor. Calls recorded and stored above the maximum number of minutes are charged per 1,000 extra minutes and are detailed below.

**Table 8.1**

|  |  |  |  |
| --- | --- | --- | --- |
| **Monthly minutes** | **Months of**  **Storage** | **Cost** | **Monthly Cost VAT Inclusive** |
| 40 000 | 3 | £210 |  |
| 40,000 | 6 | £240 |  |
| Each additional 1,000 extra minutes | - | £5.00 |  |

**9, Wallboard Options**

* 1. Excel based Wallboard incorporating real time data and graphing (excludes Windows PC hardware & display, and MS Excel license). Excludes development of custom layouts, which typically requires advanced Excel skills

**Table 9.1**

|  |  |  |
| --- | --- | --- |
| **Excel Wallboard Software** | **Unit Cost** | **Monthly Cost VAT Inclusive** |
| 1 | £68.96+VAT | **£82.75** |

* 1. Additional IPFX Explorer Client, Agent and upgrade for Supervisor Stats (Allows Dashboard Graphs if Excel installed)

**Table9.2**

|  |  |  |
| --- | --- | --- |
| **Explorer Dashboard**  **Software** | **Unit Cost** | **Monthly Cost**  **VAT Inclusive** |
| 1 | £44.84+VAT | £53.81 |

1. **Meeting/Conference Room Phones**
   1. Conference Room SIP Licenses. Price is exclusive of a handset device, which must be a pre-approved device.

**Table 10.1**

PROTECT COMMERCIAL

|  |  |  |
| --- | --- | --- |
| Physical **VoIP Device License** | **Unit Cost** | **Monthly Cost VAT Inclusive** |
| 1 | £2.71+VAT | £3.25 |
| 3 | = £8.13 | £9.76 |

* 1. License the rooms as an incremental standard user.

By using IPFX the IPFX softphone license and IPFX Explorer client installed to the existing in­ room room PC, each room would be upgraded to have visual conference call management and its own bridge ID, utilising a USB Conference audio device, such as a Jabra Speak 710.

**Table 10.2**

|  |  |  |
| --- | --- | --- |
| **Additional licences** | **Unit Cost** | **Monthly Cost**  **VAT Inclusive** |
| 1 | £21.48 +VAT | £25.76 |
| 3 | £64.44 +VAT | £77.33 |

*Excludes hardware.*

1. Implementation and Set up Costs
   1. The Contractor shall support Gamma as the PSTN SIP provider to port existing THO numbers, set up, configure and implementation and test the solution for THO as part of the service provisioning. The actual costs for provisioning and porting PSTN services are excluded from this contractor as they are contracted directly from the customer to Gamma, estimated at £120 (VAT Inclusive).
   2. The Contractor shall port existing THO numbers, set up, configure and implementation and test the solution for THO for **£1,080 (VAT Inclusive).**
2. **Ongoing solution changes**
   1. In accordance with Schedule 3 CHANGE CONTROL, the Contractor shall impact and cost changes requested by THO in a timely manner. All changes shall be costed by the Contractor utilising the rate card in Table 10.1.
   2. The Contractor shall be obliged to minimise the cost of change to the THO by developing the solution in a manner which is consistent with self configuration principles. Where change needs to be managed by the Contractor it will take all reasonable efforts to implement the change to deliver value for money for the THO.

**Table 12.1**

|  |  |  |
| --- | --- | --- |
| **Role** | **Customer Hourly Rate** | **Project Rate**  **(8 hour min)** |
| Consultant Developer | **Redacted**  **Redacted** | **Redacted**  **Redacted** |
| Architect Engineer Trainer | **Redacted**  **Redacted** | **Redacted**  **Redacted** |
| After Hours Work - All Roles | **Redacted** | |

**NOTE:** prevailing rate under normal circumstances for THO shall be for the Engineer/Trainer category unless agreed otherwise for a given project.

* 1. THO can use contractor Service portal to log all of the above Move Add Change (MAC) and common Requests,
  2. Where the customer requests assistance from the Contractor the following Move Add Change fees for common requests shall apply;

PROTECT COMMERCIAL

T**a**bl**e 12.2** C**ost** f**or Mo**dlf**ications,** Add**s or** Ch**anges**

|  |  |  |
| --- | --- | --- |
| **MAC Service** | **Unit Cost** | **Unit Cost VAT**  **Inclusive** |
| One off onboarding new user cost per user | £50+VAT | £60 |
| One off off boarding of user cost per user | £50+VAT | £60 |
| Adding new Queues (new simple queue  configuration) | £150+VAT | £180 |
| Addino IVR / Queue Greetinq or Caller Menu | £150+VAT | £180 |
| Adding or removing users from Queue | £50+VAT | £60 |
| Addino or removinq SIP trunks | £50+VAT | £60 |
| All other **MACs** | times and materials |  |

1. Early Termination Breakcosts

13.1 THO may terminate on the contract early for convenience providing notice to the Contractor as specified in condition 3.1.14. Where THO serves such notice, the following payments in Table 13.1 shall be payable to the Contractor. These are prorated at one unit cost per month remaining of the contract.

* 1. The Amazon hosted server platform costs in Table 13.1 are for example purposes, actual costs may be lower if at the time of termination the service provider offers a lower termination fee to the Contractor.

##### Table 13.1

|  |  |  |  |
| --- | --- | --- | --- |
| **Component** | **Monthly Rate per remaining month** | **Unit Cost** | **Monthly Cost**  **VAT Inclusive** |
| UCaaS Core | 1 | £250+VAT | £300 |
| AWS Hosted Server | 1 | £250+VAT | £300 |

**Tab e 13.2** protatedE xamo1es for iIIustrative purposes

|  |  |  |
| --- | --- | --- |
| **Notice Is issued at the end of first year of term** | **Notice Is Issued at the**  **end of 2nd year of Term** | **Notice Is issued with 5 months of**  **final vear of Term** |
| 24 months remaing x £600 | 12 months remaining x  £600 | 5 months remaining x £600 |

Schedule 3 - CHANGE CONTROL

## Change Control Principles

* + - 1. Where the Customer or the Contractor identifies a need to vary this Contract or the scope content or manner of provision of the Services, the Customer may at any time request and the Contractor may at any time recommend such change only in accordance with the Change Control Procedure as set out herein.
      2. The Change Control Procedure shall cover contract changes which require a variation to this Agreement and which shall be given effect by the Contract Change Control Procedure outlined herein.
      3. Neither the Customer nor the Contractor shall unreasonably withhold its agreement to any Change.
      4. Change control process does not normally apply for minor moves adds and changes, such as onboarding new users, minor queue configurations.

## Contract Change Control Procedure

* + - 1. A completed pro-forma (see Annex A) to this Schedule shall constitue a request for change (Part A).
      2. The Customer shall assign a unique reference to the request for change.
      3. The Contractor shall impact the change request (Part B) within a 10 working day period providing details of costs where that is appropriate.
      4. Once the Change has been impacted the Customer and the Contractor shall conclude the variation within 5 days, or such mutually agreed timeline as may be required .
      5. A signed variation (Part 8) constitutes an amendment to the Contract.
      6. THO and the Contractor shall each bear its own costs associated with preparing and agreeing a Change in accordance with the Change Control Procedure

Annex A to Schedule 3 -CHANGE CONTROL PROCEDURES

Change control request and impact assessment Pro-forma



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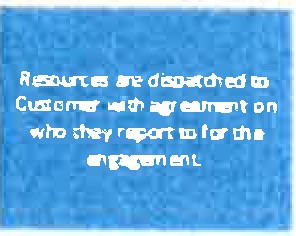
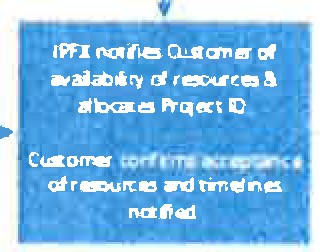


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The charge out rates are as detailed in the schedule two above.

Project Rate is the rate that the Contractor charges customers when they execute project work under an agreed Statement of Work

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| --- | --- | --- | --- |
| **Customer Name** |  | **MSAID** |  |
| **Project/Request Name** |  | **Project ID** |  |
| **Customer PO ID** |  | **Total WO Value** |  |
| **Customer Request Owner(**  **s)** |  | **Date Requested** |  |
| **UCFX Request Owner** |  | **Date Processed** |  |

|  |  |
| --- | --- |
| **Reason for Work Order** | |
|  | Professional Services value under £10,000 in Value (without hardware) |
|  | Most of work subcontracted |
|  | UCFX Support Contract in place j Support Agreement Ref I |
|  | Other - work covered by quotes already issued |

# I Impact of Work

I Minimal I Moderate I Major

# I Project Summary

## Scope and Project Detail

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**Out of Scope**

In **Scope**

**Scope**

I **roject Assumptions**

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| --- | --- | --- | --- |
| **Risks** | **Likelihood** | **Impact** | **Avoidance/Mitigation Strategy** |
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| --- | --- | --- |
| **Roles** & **R&sponslbilltles** | | |
| **Name** | **Role** | **Responsibility** |
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| --- | --- |
| **Definitions** | |
| **Term/Acronym** | **Definition/Full Description** |
| UCFX | UCFX Limited - The Contractor for this agreement |
| THO | The client for this engagement |

**Expected Tlmellne**

The following provides a high level view of the expected timeline, from time of signoff of the quote:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Work Order Pricing (All Servicing pricing Is exclusive of VAT)** | | | | | |
| **Task** | **Role** | **Days** | **After Hours (1.5x)** | **Daily Rate** | **Price** |
|  |  |  |  | £ | £ |
| **Total** |  |  |  |  | £ |

**Travel Cost Estimates (All pricing Is excluslve of VAT)**

Travel, meals, accommodation and project related expenses, if required during the project, will be charged at cost plus a 10% administration fee.

**Work Order Specific Notes**

The following notes were used to develop this Work Order:

1. This work order is subject to the terms and conditions of the UCFX -THO agreement.
2. The project will be invoiced on a T&M basis at the end of each month the work is delivered in.
3. Any production hardware and software costs will be organised separately by THO.
4. The Service pricing is valid for 10 days from the Project Quote date.
5. If the project is put on hold or cancelled due to circumstances beyond the Contractor's control, accumulated charges will be invoiced.
6. Resource will be secured and confirmed on receipt of the purchase order. At this point the project timeline will be reconfirmed.
7. Any hardware organised with the Contrator for the job has been quoted and purchased separately to this Work Order.

|  |  |
| --- | --- |
| **Deliverables** | **Acceptance Criteria** |
| 1 Completion of work as directed | Work completed as directed as approved by **THO** |

##### Acceptance for Project

|  |  |  |
| --- | --- | --- |
|  | **UCFX Limited** | **The Housing Ombudsman** |
| **Signature** |  |  |
| **Name** |  |  |
| **Position** |  |  |
| **Date** |  |  |

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| Customer Name |  | | | | | **MSAID** |  |
| **Project/Request Name** |  | | | | | **Project ID** |  |
| **Customer PO ID** |  | | | | | **Total CO Value** |  |
| **Customer Request Owner** |  | | | | | **Date Requested** |  |
| **UCFX Request Owner** |  | | | | | **Date Processed** |  |

|  |  |
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| **Reason for Change Order** | |
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|  | Most of work subcontracted |
|  | UCFX Support Contract in place I Support Agreement Ref j |
|  | Other - work covered by quotes already issued |

I **Impact of Work**

I Minimal j Moderate I Major

**Project Summary**

## Scope and Project Detail

At the request of THO, the original Work Order has been extended by [detail].

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**Out of Scope**

In **Scope**

**Scope**

I **roject Assumptions**

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| **Risks** | **Llkellhood** | **Impact** | **Avoidance/Mitigation Strategy** |
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| **Roles & Responslblllties** | | |
| **Name** | **Role** | **Responsibility** |
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| --- | --- |
| **Definitions** | |
| **Term/Acronym** | **Definition/Full Description** |
| UCFX | UCFX Limited - The Contractor for this agreement |
| THO | The Customer for this engagement |

**Expected Timeline**

The following provides a high level view of the expected timeline, from time of signoff of the quote:

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| **Change Order Pricing (All Service pricing Is exclusive of VAT)** | | | | | |
| **Task** | **Role** | **Days** | **After Hours (1.5x)** | **Daily Rate** | **Price** |
|  |  |  |  | £ | £ |
| **Total** |  |  |  |  | £ |

**Travel Cost Estimates (All pricing Is exclusive of VAT)**

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**Change Order Specific Notes**

The following notes were used to develop this Change Order

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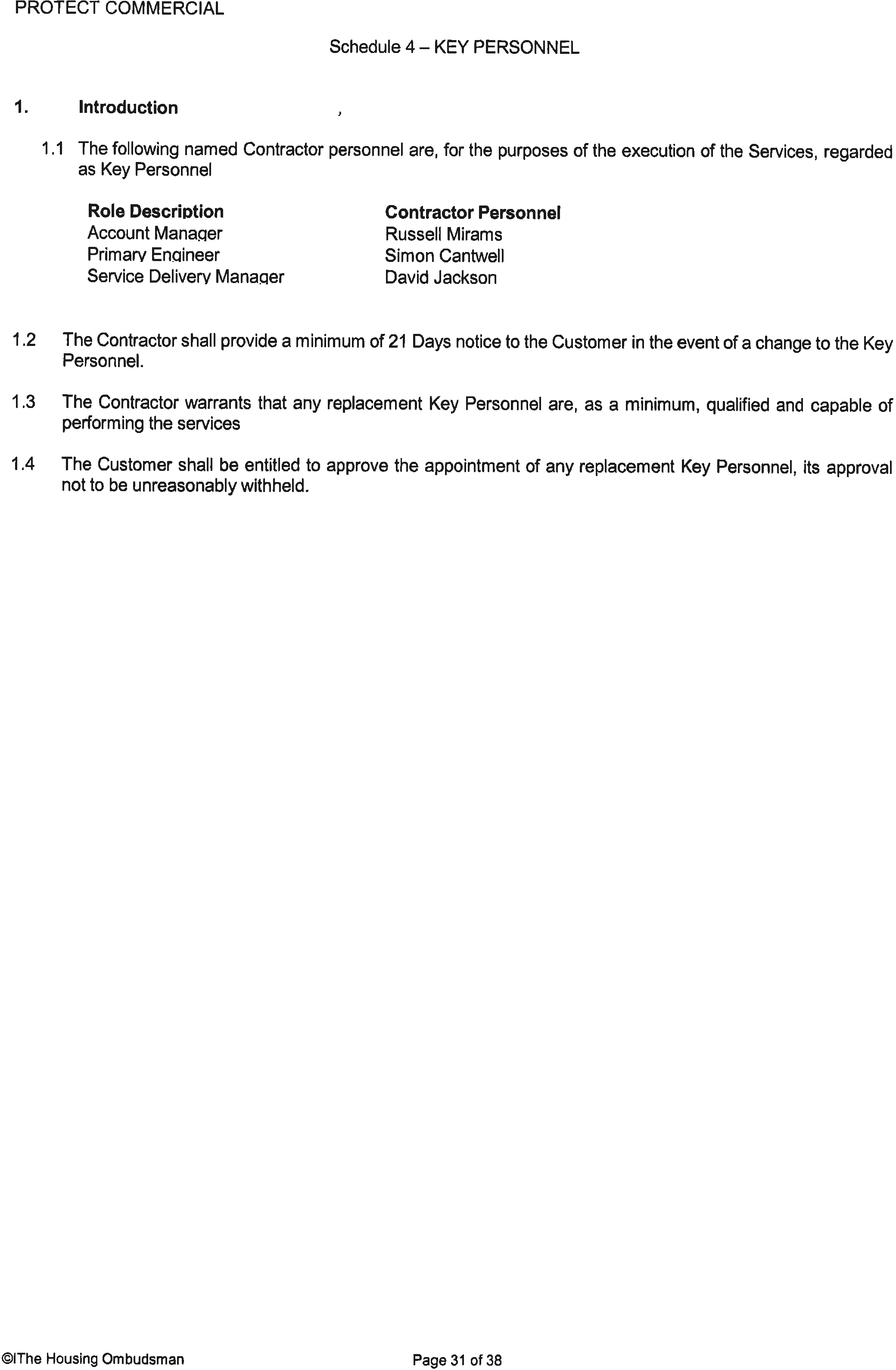
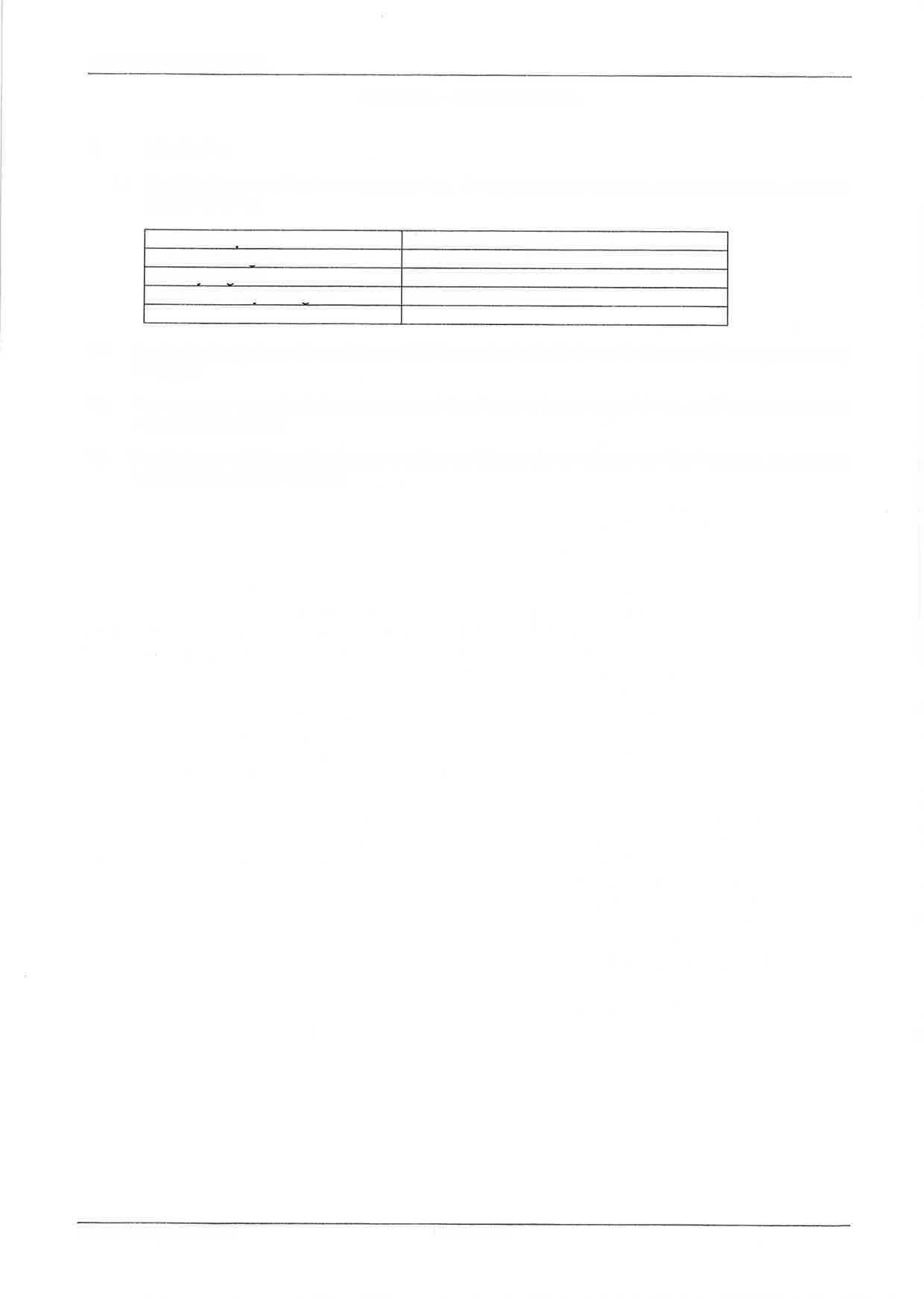
|  |  |
| --- | --- |
| **Deliverables** | **Acceptance Criteria** |
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##### Acceptance for Project

|  |  |  |
| --- | --- | --- |
|  | **UCFX Limited** | **The Housing Ombudsman Service** |

PROTECT COMMERCIAL

|  |  |  |
| --- | --- | --- |
| **Signature** |  |  |
| **Name** |  |  |
| **Position** |  |  |
| **Date** |  |  |



PROTECT COMMERCIAL

Schedule 5 - CUSTOMER RESPONSIBILITIES

##### Introduction

This Schedule details responsibilities of the Customer that are additional to those already contained in the terms and conditions and other Schedules of this Contract.

##### Customer General Responsibilies

THO shall, upon receiving reasonable notice from the Contractor provide the Contractor with access to members of the THOs staff, other contractors and those of its agents, as may reasonably be required for the Contractor to discharge its obligations throughout the term of the Contract.

##### Customer Specific Responsibilities

* 1. The THO shall ensure that a stable internet connection with sufficient bandwidth, and prioritisation for VoIP traffic is available at its user premises. Troubleshooting the THOs LAN, Internet or its service provider's network is beyond the scope of the Contractor's solution.
  2. The THO shall notify the Contrctor of any planned modification to the THO firewall in a timely manner to enable the Contractor assess any impact to delivery of the Services.
  3. Current Annual Directory Listing shall be established prior to service transfer to Gamma, any associate charges are the responsibility of the customer and are not related ot the services of the Contractor.
  4. The Contractor will not provide Level One Support. THO Help Desk will be responsible to Level One Support. Level 1 Support means:
     + Client connectivity
     + Client desktop support
     + Service availability incidents within the Customer's span of control
     + Performance incidents within the Customers span of control
  5. The customer shall contract for the SIP trunk and Direct Dial numbers from Gamma, the Contractor shall be nominated as an authorised service partner to enable the contractor to make requests on behalf of the customer. Gamma fees are the direct responsibility of the Customer.
  6. The Contractors UCaaS solution uses Gamma SIP trunks, any changes to Gamma may impact the Service. Customer will notify the contractor of any changes that have been communicated by Gamma.
  7. If additional SIP trunks are required based on concurrent call activity, or to adjust for increasing minutes required for the inclusive minutes plan, the customer shall request these from Gamma, The Contractor reserves the right to charge for additional SIP trunk and any provisional services for the configuration on the UCaaS server.
  8. One MS Exchange user account is required for the UCaaS server to access the presence status and distribute unified messaging/ copies of voicemails to the staff's inboxes.
  9. Installation of the IPFX desktop software to user workstations during the installation phase, and for any subsequent software upgrades.
  10. User Acceptance Testing relating to the intial installation, and following any subsequent MAC or change requests.
  11. The customer shall provide the following core IT infrastructure and services assistance, with oversight from the Contractors installation team;
      + Internal DNS work
      + Firewall PAT/NAT

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