

**Housing
Ombudsman Service**

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Contract
for the provision of
Consultancy Support -
Casework requirements Gathering

Service Provision Start Date:	28 th November 2016
Page 1 of 14 Contract Reference:	HOS/PA consulting

This CONTRACT is made on the 28th day of _November 2016 the "**Commencement Date**"

BETWEEN:

(1) The Housing Ombudsman (THO), a corporation sole whose principal office is at Harbour Exchange Tower 1, Harbour Exchange E14 9GE

(2) PA Consulting (Registered No. 00414220 and a limited company), whose registered office is at (the "Contractor").

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

1.1. In this Contract and the Schedules hereto terms with capital initial letters shall have the meanings set forth in Schedule 1, where appropriate.

2. Provision of the Services

2.1. The Contractor agrees to provide to THO, and THO agrees to purchase the Services set out in Appendix A hereto.



3. Duration

3.1. This Contract shall commence on the Commencement Date, with the Services commencing on the Service Provision Start Date (Appendix A) (and unless terminated at an earlier date in accordance with 3.1.3 below or Condition 22) shall continue in effect until:

3.1.1. 30th June 2017 the "Expiry Date"; or

3.1.2. extend the Contract beyond the Expiry Date for a further period of up to and no more than two years by THO giving notice not later than three months prior to the Expiry Date.

3.1.3. subject to Condition 22, THO may terminate this Contract for convenience at any time giving the Contractor no less than three months written notice.

Signed by and on behalf of THO:		Signed by and on behalf of the Contractor:	
Name (Print):	Rosalind D'Cruz	Name (Print):	ADAM HUGHES
Title:	Commercial Manager	Title:	MANAGER OF PA'S MANAGEMENT
Signature:		Signature:	

14/12/16

SCHEDULE 1: Terms and Conditions for the Provision of Services

1. Interpretation

1.1 In these Conditions:

"the Contract" means the agreement concluded between THO and the Contractor, including all 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;

"the Services" means all work which the Contractor is required to supply under the Contract and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder;

"the Contract Price" means the price exclusive of Value Added Tax payable to the Contractor by THO under the Contract for the full and proper performance by the Contractor of his part of the Contract;

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

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

"Approval" means the written consent of THO and "Approve" shall be construed accordingly.

"DPA" means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply.

"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

"Staff" means all persons employed or engaged by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, suppliers and sub-contractors, any consultants and professional advisers (and their respective servants, agents, suppliers and sub-contractors) used in the performance of its obligations under the Contract.

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

- 1.2 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.
- 1.3 The headings to these Conditions shall not affect their interpretation.
- 1.4 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.
- 1.5 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.

2. 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.

Acceptance of an Order will 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 Contractor's Conditions of Sale do not form part of the Contract.

3. Contractor's Status

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

- (a) the Contractor shall not (and shall procure that his agents and servants 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
- (b) 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.

4. Contractor's Personnel

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 The Contractor shall bear the cost of any notice, instruction or decision of THO under this Condition.

5. Manner of Carrying out the Services

- 5.1 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.
- 5.2 Access to the Premises shall not be exclusive to the Contractor but only such as shall enable him to carry out the Services concurrently with the execution of work by others. The Contractor shall co-operate with such others as THO may reasonably require.
- 5.3 THO shall have the power at any time during the progress of the Services to order in writing:
 - (a) 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
 - (b) the substitution of proper and suitable materials, and/or
 - (c) 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 is not in the opinion of the THO in accordance with the Contract.
- 5.4 On completion of the Services the Contractor shall remove his 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.

6. 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.

7. 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.

8. Free-Issue Materials

Where THO for the purpose of the Contract issues materials free of charge to the Contractor such materials shall be and remain the property of THO. The Contractor shall maintain all such materials in good order and condition and shall use such materials 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.

9. 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.

10. Patents and Information

- 10.1 It shall be a condition of the Contract that, except to the extent that the Services incorporate designs furnished by THO, the Services will not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and the Contractor shall act in accordance with good professional standards to fulfil this condition. Should an infringement of any such third-party intellectual property be alleged from the provision of the services under this contract the Contractor shall either modify or vary or replace the services to prevent any

infringement and the Contractor shall undertake the handling of any claims in connection with such alleged infringement with co-operation and assistance of the THO as required

10.2 Intellectual Property ("IP") means all forms of intellectual property, including, without limitation, property in and rights under copyright, patents, conceptual solutions, circuit layout rights, performance rights, design rights, designs, database rights, trade names, trademarks, service marks, methodologies, ideas, processes, methods, tools and know-how and entitlement to make application for formal (or otherwise enhanced) rights of any such nature.

10.3 IP created or developed by Contractor in the course of the Order ("Foreground IP") and rights to such IP will be owned by the Contractor

10.4 IP and rights to IP owned by any party on the date of the agreement together with enhancements, modifications or variations thereto ("Background IP") shall remain the property of that party.

10.5 Upon completion of the project and on receipt of payment in full, PA will grant to THO a royalty-free, non-exclusive, non-transferable licence to use any Foreground IP and the Contractor's Background IP as required to allow THO to use the deliverables produced by the Contractor for the objectives set out in the Order

10.6 The Contractor shall not refer to the THO or the Contract nor use the THO's logo or other identifier in any advertisement or other public announcement without the THO's prior written consent.

10.7 The provisions of this Condition 10 shall apply during the continuance of the Contract and after its termination howsoever arising.

11. Default by Contractor

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:

- (a) 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 upon failure to do so
- (b) rescind the Contract.

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

12. 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.

13. Price and Payment

13.1 The Contract Price shall be 'net', that is, after deduction of all agreed discounts. It shall include the cost of packaging, packing materials, addressing, labelling, loading and delivery to the addresses named in the Contract or Order. The amount of any duty additional to the Contract Price and any early settlement discounts shall be shown separately in the Contract.

13.2 Payment for the Services rendered, unless stated otherwise in the Contract, shall be made thirty days after receipt 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 his invoices. Payment terms will not be varied without the express authority of THO.

13.3 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.

13.4 No increase in price will be accepted (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) unless 60 days' written notice shall have been

given to THO and such increase shall have been agreed in writing by THO prior to execution of the Order.

14. Warranties

- 14.1 The Contractor warrants THO that the Services will 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.
- 14.2 Without prejudice to any other remedy if the Services or any part thereof are not performed in accordance with the Contract and the THO has notified the Contractor no later than 30 days of completion of the delivery of Services then THO shall be entitled:
- (a) 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
 - (b) at the THO's sole option and whether or not THO has previously required the Contractor to supply any replacement for the Services to treat the Contract as discharged by the Contractor's breach and require the repayment of any part of the price which has been paid.

15. Liability

15.1 The Contractor accepts liability without limitation under the contract for death or personal injury to any person due to its negligence or the negligence of its employees.

15.2 Subject to 15.1 and 15.3 the Contractor's liability under this contract for services will be capped for any Order at a maximum aggregated amount of 150% of the total fees payable under that Order only in respect of any and each claim.

15.3 The Contractor shall not in any circumstances be liable to THO whether in contract, tort (including negligence) or otherwise for:

- (a) Any loss of profit, loss of contracts, loss of benefit, loss of anticipated savings, loss of reputation, loss of goodwill or loss of use suffered or incurred directly or indirectly by THO;
- (b) Any consequential or indirect loss or damage howsoever arising and of whatsoever nature; and
- (c) Any punitive or exemplary damages.

Nothing in this section shall limit the liability of either party for fraud or deceit.

15.4 Each party shall have the obligation to prove, minimise and mitigate all losses claimed under this agreement.

15.5 Subject to 15.2, and 15.3 and 15.4 and without prejudice to his liability for breach of any of its obligations under the Contract the Contractor shall be liable for any liability, loss, damages, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law as a result of or in connection with:

- (a) any breach of any warranty given by the Contractor in relation to the Services, and/or
- (b) any act or omission of any of the Contractor's personnel in connection with the performance of the Services, and/or
- (c) any loss of or damage to property (whether real or personal), and/or
- (d) any loss of or damage to data,

and/or except insofar as such loss, damage or injury shall have been caused by negligence on the part of THO, its servants or agents.

16. Insurance

- 16.1 The Contractor shall insure against his full liability under Condition 15. Such insurance by the Contractor shall be a condition precedent of the Contract.
- 16.2 The Contractor shall insure and keep insured for the period of the Contract and procure that any of his sub-contractors shall likewise insure to the extent required under Condition 15 to £1,000,000 on any one claim and unlimited liability in respect of a period of insurance or public liability policy.
- 16.3 The Contractor upon request shall produce to THO or cause any sub-contractor to produce documentary evidence that the insurance is properly maintained.

17. 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.

18. Patents, etc.

The Contract Price shall include all royalties, licence fees or similar expenses in respect of the making, use or exercise by the Contractor of any invention or design for the purpose of performing the Contract.

19. Confidentiality

In relation to the Contractor and THO, their employees and agents shall treat this Order and all designs, drawings, specifications and information supplied by either party to the other in connection with the services or otherwise as confidential and shall not disclose the same to any third party without either party's written consent nor infringe any copyright, patent, trade mark, trade name or registered design vested in the THO or the Contractor. All materials, drawings, patterns, gauges, samples, specifications and other technical data prepared by THO in connection with the Contract shall be THO's property. Upon completion of all phases of the services and on receipt of payment in full by the Contractor, the Contractor will grant to THO a royalty-free, non-exclusive, non-transferable licence to use the Contractor's Background IP and any new IP from the services required for THO to use the results of the services for the purposes set out in the Order. The licence will be terminable by the Contractor for any act not expressly authorised by this section.

20. Inducements to Purchase

20.1 The Contractor shall not offer to THO or its representatives as a variation of the conditions of the Contract or as an agreement collateral to it any advantage other than a cash discount against the Contract Price.

20.2 If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbore to do any action in relation to the obtaining or execution of the Contract or any other contract with THO or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with THO, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to the Contract or any other contract with THO, the Contractor or any person employed by him or acting on his behalf shall have done any act which had the recipient been in the employment of a public body would have been an offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of THO which shall have been exacted or accepted by such officer under colour of his office or employment and is otherwise than such officer's proper remuneration, THO shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

21. 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:

- (a) 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 or 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
- (b) 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.

22. Cancellation

An Order raised by THO may be cancelled at any time by THO giving the Contractor notice in writing. A fair and reasonable price shall be paid for all work in progress and/or any part of the Services performed at the time of the cancellation which is subsequently received by THO. THO shall not be liable for any loss to the Contractor including consequential loss.

23. Notice

Any notice required to be given in writing under the Contract shall be sent by telex, facsimile or by first class post, addressed to the address of the party for which it is intended shown on the Order 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 a telex or facsimile upon 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.

24. 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 his obligations under the Contract shall not affect the rights of THO in the event of any further or additional breach or breaches.

25. 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.

26. 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 on both parties. Costs shall be in the award of the arbitrator.

27. Observance of Legal Requirements

27.1 The Contractor shall carry out the obligations of the Contract in a manner that conforms with any relevant legal requirements.

27.2 Without prejudice to Condition 27.1 above, in carrying out the obligations under the Contract, the Contractor:

- (a) shall not commit an act of discrimination rendered unlawful by the *Sex Discrimination Act 1975* or the *Race Relations Act 1976* or any enactments modifying or replacing them, and
- (b) shall comply with relevant requirements contained in or having effect under current legislation relating to health, safety and welfare at work.

28. Rights of Third Parties

Nothing in this Agreement 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 Agreement.

29. Freedom of Information

29.1 The Contractor acknowledges that the THO is subject to legal responsibilities which may require the release of information under FOIA and/or 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 Agreement.

29.2 Notwithstanding anything in this Agreement to the contrary, in the event that THO receives a Request for Information, THO will 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:

29.2.1 Exempted Information 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) and will not subject to Clause 29.3:

- (a) confirm or deny that the Exempted Information in question is held by THO;
- (b) disclose the Exempted Information requested;

29.2.2 Confidential Information of the Contractor that is not Exempted Information ("Contractor Confidential Information"), THO will consult with the Contractor as soon as reasonably practicable and will not subject to Clause 29.3:

- (a) confirm or deny that the Contractor Confidential Information in question is held by THO;
- (b) disclose the Contractor Confidential Information requested;

to the extent that in THO's reasonable opinion (having taken into account the views of the Contractor) that exemption is or may be applicable in accordance with the relevant section of FOIA and/or EIR in the circumstances.

- 29.3 Subject to Clause 29.4, nothing in this Agreement 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.
- 29.4 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 related matters (such opinion to be provided to the Contractor upon request) that such an action or appeal has no reasonable prospect of success.
- 29.5 The Contractor will fully indemnify THO against any reasonable direct costs incurred by the THO in seeking to maintain the withholding of Information pursuant to Clause 29.4 provided that:
- 29.5.1 THO (acting in good faith) notifies the Contractor in response to the Contractor's request under Clause 29.4 that it has no wish to pursue any action or appeal for its own purposes and but for that request would disclose the Information; and
- 29.5.2 THO will use reasonable endeavours to consult with the Contractor before incurring any such costs.
- 29.6 The schedule to this Agreement (Exempted Information) may be amended from time to time by written agreement of the parties, such agreement not to be unreasonably withheld or delayed by either party.
- 29.7 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.

30 Data Protection

- 30.1 For the purposes of this Condition 30, the terms "Data Controller", "Data Processor", "Data Subject", "Process" and "Processing" shall have the meaning prescribed under the DPA.
- 30.2 The Contractor shall (and shall ensure that all of the Staff) comply with any applicable registration requirements and notification requirements under the DPA and duly observe all obligations under the DPA which arise in connection with the Contract. The Contractor shall perform its obligations under this Contract in such a way as does not cause THO to breach any of THO's obligations under the DPA.

- 30.3 Notwithstanding the general obligation in Condition 30.2, where the Contractor and/or any Staff Process Personal Data as a Data Processor for THO the Contractor shall:
- (a) process the Personal Data only in accordance with instructions from THO (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by THO;
 - (b) comply with the Law;
 - (c) process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Contractor's obligations under this Contract, or as is required by Law or any Regulatory Body;
 - (d) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - (e) take reasonable steps to ensure the reliability of Staff who may have access to the Personal Data;
 - (f) obtain prior written consent from THO prior to any transfer of Personal Data to any sub-contractor for the provision of the Services;
 - (g) not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior Approval of THO which is to have come from THO's Senior Information Risk Officer (or equivalent) and, where THO so Approves such a transfer, comply with:
 - (i) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by providing an adequate level of protection to any Personal Data that is transferred; and
 - (ii) any reasonable instructions notified to it by THO;
 - (h) ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition 30;
 - (i) ensure that none of the Staff publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by THO;
 - (j) not disclose Personal Data to any third parties in any circumstances other than with the written Approval of THO or in compliance with a legal obligation imposed upon THO;
 - (k) notify THO (within five Working Days) if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data; or
 - (ii) a complaint or request relating to THO's obligations under the DPA;
 - (l) provide THO with full cooperation and assistance in relation to any complaint or request made, including by:
 - (i) providing THO with full details of the complaint or request;
 - (ii) complying with a subject access request within the relevant timescales set out in the DPA and in accordance with THO's instructions;
 - (iii) providing THO with any Personal Data it holds in relation to a Data Subject (within the timescales required by THO); and
 - (iv) providing THO with any other information requested by THO.
 - (m) permit THO's representative or his/her nominee (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with Condition 9, the Contractor's Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions

by THO to enable THO to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract; and

(n) provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by THO).

- 30.4 Where the Contractor or any sub-contractor, as part of the Services, Processes Personal Data as a Data Controller, such Personal Data shall have been obtained fairly and lawfully. The Contractor shall ensure that it is able to disclose such Personal Data to THO and that the Services are designed in such a way as to ensure that use by THO of any such Personal Data obtained in connection with the Services does not breach the provisions of the DPA.
- 30.5 In the event that the Contractor or any Staff fail to comply with this Condition 30, THO may exercise the rights detailed in Condition 11.

31. Law

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

Appendix A: SERVICE SPECIFICATION**NAME OF SUPPLIER:** PA Consulting**BUSINESS ADDRESS OF SUPPLIER:** 123 Buckingham Palace Road London SW1W 9SR**NAME OF CUSTOMER:** The Housing Ombudsman**ADDRESS OF CUSTOMER:** Exchange Tower 1, Exchange Square London E14 9GE**SERVICE PROVISION START DATE:** 10:30am on 28th November 2016**DESCRIPTION AND SCOPE OF SERVICES:**

The Contractor will provide high quality and experienced personnel to engage with HOS to determine a market ready specification for a replacement casework solution. The solution will be as off the shelf as possible with the flexibility to cope with down stream policy changes. The contractor will conduct sufficient engagement with nominated personnel and senior representatives to ensure that the requirement specification is capable of endorsement by senior management.

LOCATION WHERE SERVICES ARE TO BE RENDERED: Harbour Exchange Tower 1, E14 9GE**CONTRACT PRICE and deliverables:**

Tasks	Fixed Cost	Deliverables	Comments
<ul style="list-style-type: none"> ➤ To hold a series of workshops and 1:1 engagements with HOS staff, who are knowledgeable in HOS processes, to determine suitable requirements to procure a new casework solution that will provide on-going flexibility in configuration. ➤ To provide input to the commercial approach to market to obtain the best possible commercial construct to secure the requirements ➤ To input to the HOS business case to support governance for the requirement 	£19,999	<p>Contracted Deliverables</p> <ul style="list-style-type: none"> • To conduct a sufficiently robust analysis of the current case management processes to allow for procurement requirements for a case management system to be captured. This includes gaining an understanding of touch points with systems and processes which interact or are necessary for the full end to end conduct of a case. • To provide an analysis of market solutions capable of meeting case work requirements • To provide a case management solution requirement specification which can be taken to market to procure a solution via a government framework <p><i>Delivery of the deliverables will be informed by draft outputs and status reports presented regularly (weekly) to the client throughout the engagement</i></p>	<ul style="list-style-type: none"> • Acceptance criteria – <ul style="list-style-type: none"> - the requirements captured reflect those captured in the workshops held and other 1:1 meetings - incorporate the feedback provided by weekly reviews with the SLT, or designated resources - are subsequently signed off on the basis of the above by HOS Senior Leadership Team - Potential visits to view systems in operation at other organisations will be limited to one.
<ul style="list-style-type: none"> ➤ To provide suitable personnel to assist the HOS evaluate bid responses once the 	Day rates		
	Snr £1,320	Jnr £860	Engagement is day on day as required Deliverables to be agreed.
			This is a call off option capable of invocation by HOS up and until contract expiry date

PROTECT COMMERCIAL

procurement has concluded (optional)				
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INVOICING:

Monthly invoices will be issued on the first day of the month following that to which the work has been carried out. Invoices should be submitted to invoices@housing-ombudsman.org.uk

PAYMENT METHOD:

Bank Transfer BACS

All costs given are exclusive of V.A.T.
