

Equifax Public Sector Gateway

Environment Agency Account Number: [REDACTED]

Section 1: Customer Information

This is an agreement ("Agreement") between Equifax Limited, whose registered office is at Capital House, 25 Chapel Street, London NW1 5DS, with registered number of 02425920 ("Equifax") and:

Organisation name:	ENVIRONMENT AGENCY (the "Customer")		
Office address:	Sapphire East, 550 Streetsbrook Road, Solihull B91 1QT		
Nominated individual:	[REDACTED] (name/position)		
Telephone:	[REDACTED]	Email:	[REDACTED]
Data Protection Registration Number:	[REDACTED]	Purchase Order (optional):	
Invoice Details (if different from above):	ENVIRONMENT AGENCY ACC PAYABLE SHARED SERVICE CONNECTED LTD ENVIRONMENT AGENCY PO BOX 797 NEWPORT GWENT		

Organisation type (tick as appropriate):

Local Authority: ☐

Central Government: ☒

Law Enforcement: ☐

Other: please specify: _____

Start Date:	01/04/2020
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Initial Term (Months):	36 MONTHS
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Section 2: Report Requirements and Fees

Section 2a: Fixed Fee Access N/A

Please indicate	Report Type	Annual Ceiling Limit (£)
<input type="checkbox"/>	List Residents	
<input type="checkbox"/>	Advanced Searching	
<input type="checkbox"/>	Identity Assurance	
<input type="checkbox"/>	Tenancy Verification Check	
<input type="checkbox"/>	Full Investigation	
<input type="checkbox"/>	Secure Internet File Transfer	NA
<input type="checkbox"/>	Other:	

Please indicate	Report Type	Annual Ceiling Limit (£)
<input type="checkbox"/>	Trace	
<input type="checkbox"/>	Residency Check	
<input type="checkbox"/>	Single Person Discount Check	
<input type="checkbox"/>	Pre-Investigation	
<input type="checkbox"/>	Debt Management	
<input type="checkbox"/>	Commercial Files	
<input type="checkbox"/>	Other:	

Annual Fixed Fee: £ _____

Total Fixed Fee during the Initial Term: £ _____

Payment Schedule: Monthly ☐ Quarterly ☐ Annually ☐

1. The Customer shall pay the Fixed Fee at the intervals specified above, which shall entitle it to access Reports and/or Commercial Files (whether online or using Batch capability) up to the relevant Annual Ceiling Limit.
2. Any Reports and/or Commercial Files accessed by the Customer in excess of the applicable Annual Ceiling Limit shall be payable on a pay-as-you-use basis and in accordance with the pricing set in Section overleaf.

3. The Fixed Fee entitles the Customer to obtain unlimited commercial Reports relating to each Commercial File requested by the Customer in any Year.
4. The Fixed Fee is not refundable if a portion remains unused at the end of any Year and/or in the event this Agreement is terminated for convenience or breach by Customer.

Section 2b: Pay as You Use**i) Consumer Information**

Report type	Section 29	Section 35	Customer Consent / Notification	Other (Please State here):	Price per Report (£)
INSTANT Online Reports:					
List Residents			<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]
Trace			<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]
Advanced Searching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Residency Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Identity Assurance*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Single Person Discount Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tenancy Verification Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pre-Investigation*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Full Investigation*			<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]
Debt Management*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Address Search*			<input type="checkbox"/>	<input type="checkbox"/>	[REDACTED]
BATCH / BULK Reports:					
List Residents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Trace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Residency Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Identity Assurance*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Single Person Discount Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tenancy Verification Check	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pre-Investigation*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Full Investigation*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Debt Management*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

* Where Address Search is selected then an applicable price per address shall be payable in respect of each address in addition to the relevant Instant Online Report.

ii) Commercial Information

Commercial Service	Price (£)	Commercial Service	Price (£)
Optima Report		Connections Report Plus	
Non Limited Report		Directors Report	
New Corp Report		Group Report	
Optima Blended Report		Accounts and Annual Return Images	
Non Limited Blended Report		Other Companies House Images	
New Corp Blended Report		Other: Commercial File Price	[REDACTED]

Section 3: Other Fees

Other Fees	Amount (£)
Service Provision	
per Organisation <input type="checkbox"/>	
per Department <input type="checkbox"/>	
per Team <input type="checkbox"/>	
Secure Internet File Transfer (unless Fixed Fee)	
Annual Licence and Support (payable on the Start Date and any anniversary thereof)	[REDACTED]
Training (per Business Day or part of Business Day)	
Portfolio Monitoring Alerts	[REDACTED]
Data Manager Gold	
Miscellaneous e.g. consultancy (per Business Day or part of Business Day)	

Section 4: Permitted Purposes

The Equifax Data and Reports shall only be used for the purposes shown below and in accordance with Applicable Law.

Purpose	Description	Tick if required
Data Subject Verification	Confirmation of customer's identity and residence	<input checked="" type="checkbox"/>
Eligibility Checks	Confirmation that a customer is eligible for provision of a benefit or service	<input type="checkbox"/>
Personnel Vetting	Employment pre-check or current employee check	<input type="checkbox"/>
Debt Collection	Collection of consumer debt - including recovery of overpayments	<input type="checkbox"/>
Investigation	Investigation of fraud or other criminality	<input checked="" type="checkbox"/>
Other		<input type="checkbox"/>

Section 5: Provisions which specifically apply to this Customer Agreement

Minimum Spend Agreement	<p>The Environmental Agency shall purchase searches to the value of [REDACTED] per annum for the duration of the initial term. If at the end of the duration it is established that the customer has not performed sufficient searches to achieve the minimum spend, Equifax shall issue an invoice for the shortfall payable by the customer in accordance with the payment terms</p> <p>The customer shall be charged a fee for each search carried out above the minimum volume minimum, as set out in Table 2b PAYGO fees.</p> <p>The customer shall be invoiced monthly in arrears for the searches it has undertaken in the previous month. All pricing detailed is ex VAT.</p>
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Section 6: Authorised Signatures

Signed on behalf of **the Customer**

Duly Authorised Signatory:

DocuSigned by:

[Redacted Signature]

Print n

Position: [Redacted]

Dated: 2/4/2020

Signed on behalf of **Equifax Limited**

Duly Authorised Signatory:

DocuSigned by:

[Redacted Signature]

Pri

Position: [Redacted]

Dated: 2/4/2020



Instruction to your Bank or Building Society to pay by Direct Debit

or Email: groupcollections.uk@equifax.com

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society

To: The Manager		Bank/Building	Society
Address			
	Postcode		

Reference

[illegible]

Originator's Identification Number

FOR Equifax LTD

FOR Equifax LTD
OFFICIAL USE ONLY

This is not part of the instruction to your Bank or Building Society

Please can you complete the flowing in block capitals in case we need to discuss any queries or issues with your mandate:

Sales ledger / Account No. _____

Contact Name

Telephone Number

Email Address

Instructions to your Bank or Building Society

Please pay Equifax Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Equifax Ltd and if so, details will be passed electronically to my Bank/Building Society

Signatures: _____

Date: _____

Banks and Building Societies may not accept Direct Debit Instructions for some types of accounts

This Guarantee should be detached and retained by the Payer

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Equifax LTD will notify you 5 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Equifax LTD or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank

Equifax Limited is registered in England with Registered No. 2425920. Registered Office: Capital House, 25 Chapel Street, London, NW1 5DS.
Equifax Limited is authorised and regulated by the Financial Conduct Authority.

Terms and Conditions

1. INTERPRETATION

- 1.1 In this Agreement words and expressions have the meaning given to them in Schedule 3.
- 1.2 References to Clauses and Schedules are to the clauses and schedules of this Agreement. References to Paragraphs are to paragraphs in the named Schedule. Clause, Schedule and Paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 In this Agreement, references to:
 - 1.3.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.3.2 the singular shall include the plural and vice versa (unless the context otherwise requires); and
 - 1.3.3 a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any sub-ordinate legislation made under it.
- 1.4 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.5 Any phrase introduced by the terms including, include, in particular or any similar expression shall be for illustrative purposes only and shall not limit the sense of the words preceding those terms.
- 1.6 If there is any conflict or inconsistency between the documents forming this Agreement, the documents shall have priority in the following order:
 - 1.6.1 the main body of this Agreement; and
 - 1.6.2 the Schedules to this Agreement.

2. EQUIFAX'S OBLIGATIONS

- 2.1 With effect from the Start Date and in consideration of the payment of the Charges, Equifax shall:
 - 2.1.1 configure the Services so that they accord with the Configuration Document in all material respects;
 - 2.1.2 provide the Services;
 - 2.1.3 provide the Support Services in accordance with Schedule 1;
 - 2.1.4 procure that all personnel engaged by it in the provision of the Services are suitably qualified, skilled, experienced and trained in the work which they are to perform;
 - 2.1.5 work in a co-operative and constructive manner with employees and contractors of the Customer and such other third parties as the Customer may reasonably require to the extent necessary for the effective provision of the Services;
 - 2.1.6 procure and maintain any and all permits, licences and authorisations necessary to perform the Services; and
 - 2.1.7 give the Customer reasonable notice of any potential delay in the performance of its obligations under this Agreement and, if such potential delay is likely to be attributable to the Customer, give the Customer a reasonable opportunity to address any issues giving rise to such potential delay.

3. THE CUSTOMER'S OBLIGATIONS

- 3.1 The Customer will:
 - 3.1.1 only utilise the Services for the Permitted Purposes; and

- 3.1.2 ensure they provide such information in the possession of the Customer as may be reasonably required by Equifax for the performance of its obligations under this Agreement and co-operate with Equifax in all matters relating to the Services.

- 3.2 If Equifax is delayed in the performance of its obligations under this Agreement as a result of the Customer failing to perform or causing an unreasonable delay in performing any of its obligations pursuant to this Clause 3, Equifax shall be given a reasonable extension of the time within which to comply with its obligations under this Agreement, such extension to take account of the impact of such failure or delay by the Customer on the provision of the Services by Equifax in accordance with this Agreement.

4. CHANGE CONTROL

- 4.1 Equifax may from time to time on reasonable notice change, upgrade or modify the Services. Such changes by Equifax do not need to be agreed by the Parties but may be implemented by Equifax at any time.
- 4.2 If Equifax changes, upgrades or alters the Services provided by the Equifax Public Sector Gateway and, as a result, there is a material adverse impact on the Customer's ability to access the Services then the Customer may terminate the Agreement by serving 1 month's notice in writing on Equifax.
- 4.3 Equifax may cease to supply those Services which relate to the provision of data if the data supply is no longer possible under any agreement Equifax has with third party suppliers. In such cases, the affected element of the Services shall terminate from the date on which Equifax can no longer perform the relevant Services.

5. PAYMENT

- 5.1 In consideration for the performance of the Services, the Customer shall pay the Charges in accordance with the payment terms set out in this Clause. Charges exclude:
 - 5.1.1 out of pocket expenses, which shall be reimbursed to the extent reasonably and properly incurred by Equifax in connection with the Services; and
 - 5.1.2 VAT or other sales taxes which Equifax shall add to its invoices at the appropriate rate.
- 5.2 All Charges shall be increased each Year in line with the Retail Prices Index (all items excluding mortgage payments) as published by the Office for National Statistics (or by any successor body) or such index as may replace the Retail Prices Index if it is no longer published.
- 5.3 Charges under this Agreement shall only be revised upwards.
- 5.4 The Customer shall pay each invoice within 30 days of receipt, to a bank account nominated by Equifax.
- 5.5 Failure on the part of the Customer to issue a purchase order shall not be a valid reason for the Customer to dispute the payment terms.
- 5.6 If the Customer fails to pay any due amount, Equifax may charge interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4% per annum above the base rate for the time being of Equifax's bank. Interest shall accrue on a daily basis and be compounded quarterly.
- 5.7 The Customer shall pay all sums due under this Agreement without set off, deduction, counterclaim or other withholding.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Customer agrees that all Intellectual Property Rights in and to the Pre-Existing Materials and the Documentation, the Equifax Data and any Reports are owned by (or licensed to) Equifax and shall remain owned (or licensed) by Equifax.
- 6.2 Subject to the Customer complying (and continuing at all times to comply) with any conditions of the grant of licence, as from the Start Date Equifax grants to the Customer a non-exclusive, revocable, non-transferable licence to Use the Equifax Data and Reports solely for the Permitted Purposes. Third party contractors or consultants of the Customer may only use the Equifax Data and Reports with the prior written consent of Equifax.
- 6.3 Subject to Clause 12, Equifax will indemnify the Customer and keep the Customer indemnified from and against any and all claims made against the Customer alleging that the use of any of the Services and the Reports as permitted by this Agreement infringes the Intellectual Property Rights of a third party and such indemnity will include all losses, costs and expenses incurred by the Customer as a consequence of such claim.
- 6.4 This indemnity shall not apply if the cause of the infringement is as a result of:
- 6.4.1 information, documentation or other materials supplied by the Customer; the Customer's actions and/or omissions; and/or
 - 6.4.2 the Customer's use of the Services and the Reports other than for the Permitted Purposes and/or Equifax's instructions
- 6.5 If a claim is raised, or in the reasonable opinion of Equifax is likely to be raised, Equifax at its own expense shall have the option of:
- 6.5.1 procuring for the Customer the right to continue to use the Services and the resulting Equifax Data and Reports free from infringement or allegations of infringement; or
 - 6.5.2 modifying or replacing the infringing part, provided always that such modification or replacement shall have no material adverse effect on the Equifax Data and Reports; or
 - 6.5.3 refunding all sums already paid by the Customer for the infringing element of the Services and Reports.

7. UNDERTAKINGS AND WARRANTIES

- 7.1 Each Party represents to the other Party that as at the Start Date:
- 7.1.1 it has the capacity and authority to enter into this Agreement; and
 - 7.1.2 the persons entering into this Agreement on its behalf have been duly authorised to do so.
- 7.2 As Equifax is collating data from third party sources, Equifax does not give any warranty or make any representation as to the accuracy, reliability or fitness for purpose of the Equifax Data and Reports. Equifax is not able to verify accuracy of the data transferred to it by third parties. Equifax shall not be liable for any inaccuracies, faults or omissions in the Equifax Data and Reports except to the extent caused by Equifax's negligence or wilful default.
- 7.3 Equifax does not warrant that access to the Equifax Public Sector Gateway will be uninterrupted or error free.

8. CONFIDENTIALITY

- 8.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of five years after the termination or expiry of this Agreement, disclose to any person any

confidential information concerning the business, affairs, customers, clients, suppliers of products/services of the other party or of any member of the group of companies to which the other Party belongs, except as permitted by Clause 8.2.

- 8.2 Each Party may disclose the other Party's confidential information:
- 8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall procure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 8; and
 - 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that the party making the disclosure informs the other Party as soon as possible.
- 8.3 No Party shall use any of the other Party's confidential information for any purpose other than to perform its obligations under this Agreement and/or to benefit from this Agreement as envisaged by its terms.

9. DATA PROTECTION AND COMPLIANCE WITH LAWS

- 9.1 Each Party shall, to the extent necessary in relation to its activities under this Agreement, comply at all times with Applicable Law.
- 9.2 The Customer shall comply at all times with the Equifax Security Requirements, in using the Services and in processing, using and/or otherwise dealing with any Equifax Data and Reports.
- 9.3 Any changes required to the Services as a result of a change in Applicable Law shall be borne by the Customer, including through a variation in the Charges.
- 9.4 Each Party shall implement and maintain appropriate technical and organisational security measures and procedures to protect the integrity and security of the other Party's data and, in the case of the Customer its access to the Services.
- 9.5 The Customer in utilising any Equifax Data and Reports is acting as a data controller and, as such must comply with its obligations as a data controller under the Data Protection Legislation and may only use the Reports for the Permitted Purposes.
- 9.6 The Customer shall promptly notify Equifax of any changes that it proposes to make to the technical and organisational security measures it has implemented and will notify Equifax of any breach or suspected breach of: (i) such technical and organisational security measures; (ii) the Equifax Security Requirements; and/or (iii) this Clause 9, and shall provide Equifax with such information as it may require to investigate the breach or suspected breach. No change shall, however, be made to the Agreement unless and until Equifax has consented to the same.
- 9.7 Equifax permits the Customer to connect to its network in order to access the Services. The Customer warrants that it will access Equifax's network solely as permitted by this Agreement to utilise the Services and shall take all reasonable steps to prevent any harm being caused to Equifax's network and systems.
- 9.8 Subject to Clause 12, each Party shall indemnify and keep indemnified the other Party from and against any and all Liability incurred by Indemnified Party as a result of the Indemnifying Party breaching this Clause 9.

10. AUDIT RIGHTS

- 10.1 The Customer shall allow Equifax and any advisers to Equifax to access on reasonable notice any of the Customer's Premises, personnel and relevant records as may be reasonably required in order to undertake verification of the Customer's compliance with this Agreement.
- 10.2 Subject to the obligations of confidentiality, the Customer shall provide Equifax (and its advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 10.3 If the audit identifies a default by the Customer or there are reasonable grounds for Equifax to suspect a default by the Customer then, without prejudice to any other rights or remedies of Equifax, (i) the Customer shall take all necessary steps to comply with its obligations; and (ii) Equifax may suspend the Services or terminate this Agreement in accordance with Clause 13.

11. DISPUTE RESOLUTION PROCEDURE

- 11.1 If any dispute arises in connection with this Agreement, the parties shall, within 20 Business Days of a written request from one Party to the other, meet in good faith to resolve the dispute. If the dispute remains unresolved, the Equifax Head of Public Sector and the Nominated Individual shall meet in good faith to resolve the dispute.
- 11.2 If the Parties fail to agree a settlement within 20 Business Days of the referral of the matter to the Equifax Head of Public Sector and the Nominated Individual either Party shall have the option of commencing litigation in the courts.
- 11.3 This dispute resolution clause shall not prevent either Party from applying at any time to the court for interim or injunctive relief.

12. LIABILITY

- 12.1 Nothing in this Agreement shall limit or exclude the liability of either Party for:
- 12.1.1 death or personal injury resulting from its negligence;
 - 12.1.2 fraud or fraudulent misrepresentation; and/or
 - 12.1.3 the deliberate default or wilful misconduct of that Party.
- 12.2 Subject to Clause 12.1, neither Party shall be liable, whether in contract (including under any indemnity), tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
- 12.2.1 loss of profits;
 - 12.2.2 loss of customers;
 - 12.2.3 loss of business or business opportunity;
 - 12.2.4 damage to goodwill and/or reputation;
 - 12.2.5 loss of data; and/or
 - 12.2.6 special, indirect or consequential damage or loss; arising in connection with this Agreement.
- 12.3 Subject to Clause 12.1, each Party's liability under or arising in respect of this Agreement (whether in contract (including under any indemnity), tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise) is limited to:
- 12.3.1 except as provided in Clause 12.3.2 the greater of (i) the aggregate amount paid by the Customer under this Agreement in the 12 month period immediately preceding the date on which the cause of action arose and (ii) £50,000; and
 - 12.3.2 in respect of liability under the indemnity at Clauses 6 and 9, £1 million.

- 12.4 All warranties, terms and conditions which may be implied by law, custom or trade practice into this Agreement are excluded to the fullest extent possible.
- 12.5 If the Customer receives notice of a claim in respect of which it may wish to seek indemnification from Equifax under this Agreement it shall:
- 12.5.1 notify Equifax and provide full details of the claim;
 - 12.5.2 allow Equifax care and conduct of the claim (if requested by Equifax);
 - 12.5.3 not do anything to defend, settle, compromise or otherwise admit liability in respect of the claim without the prior written consent of Equifax; and
 - 12.5.4 provide all reasonable assistance requested by Equifax to help defend and/or settle the claim.

13. TERM, TERMINATION AND SUSPENSION

- 13.1 This Agreement will commence on the Start Date and shall unless terminated earlier in accordance with its terms continue force (subject to the rights of early termination) for at least the Initial Term and then continue after the point unless and until terminated by either party giving Notice to the other to expire on or after the end of the Initial Term.
- 13.2 The Agreement may be terminated by Equifax serving written notice on the Customer if the Customer fails to make any payment within 14 days of the due date for payment.
- 13.3 In addition to the other rights of termination set out in this Agreement, this Agreement may be terminated:
- 13.3.1 by either Party immediately on giving written notice if the other Party commits any material breach of any provision of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) Business Days of service upon the other Party of a notice specifying the breach and requiring it to be remedied;
 - 13.3.2 by either Party immediately on giving written termination notice, if the other Party is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken by it or any other person in respect of those circumstances and/or it ceases to pay its debts, threatens to suspend payment of its debts or becomes unable or admits its inability to pay its debts as they fall due;
 - 13.3.3 by Equifax with immediate effect on giving written notice to the Customer if there is a change of Control of the Customer to which Equifax reasonably objects.
- 13.4 If a Party terminates this Agreement for convenience, the provisions of Clause 14 shall apply and the terminating Party may elect whether or not to continue with the Agreement.

14. EFFECTS OF TERMINATION

- 14.1 On termination or expiry of this agreement, the following clauses shall continue in force: Clause 1 Interpretation, Clause 6 Intellectual Property Rights, Clause 8 Confidentiality, Clause 9 Data Protection and Compliance with Laws, Clause 12 Liability, Clause 13 Term, Termination and Suspension, Clause 14 Effects of Termination, Clause 17 Bribery and Corruption, Clause 18.12 and Clause 18.13 General.
- 14.2 Any termination of this Agreement shall not affect any:
- 14.2.1 other rights or remedies of either Party under this Agreement or at law; and

- 14.2.2 accrued rights or liabilities of either Party at the date of termination;
- 14.2.3 rights or obligations of the Parties which are to be observed or performed after termination.
- 14.3 On termination of this Agreement the Customer shall immediately cease using the Services for the Permitted Purposes.
- 14.4 Within 5 Business Days after the date of termination or expiry of this Agreement, each of the Parties shall deliver up to the other all property of whatever nature, including, but not limited to, confidential information belonging to the other Party which may be in its possession or under its control and which is not required in order to continue to provide the Services
- 14.5 In complying with Clause 14.4, it is not required that the customer return to Equifax any Reports and Search results it has obtained as a result of use of the Services. However, after termination or expiry of this Agreement such data and information may only be used in accordance with the Permitted Purposes and the terms of this Agreement.
- 14.6 Each of the Parties shall perform the termination obligations imposed on it on termination.

15. FORCE MAJEURE

- 15.1 Neither Party shall be liable for any delay or failure in performing its obligations under this Agreement as a result of reason of a Force Majeure Event provided that it:
- 15.1.1 informs the other Party as soon as possible of the event, giving full details in writing of its expected effect or duration; and
- 15.1.2 takes all reasonable steps to resume performance of its obligations as soon as possible and to mitigate the effects of the unforeseen event and demonstrates this to the other Party on request.
- 15.2 If the event causing the delay or failure continues for more than 1 month, the Agreement may be terminated at the option of the Party not affected by the Force Majeure Event without any liability to the other Party as a result of exercising the right of termination.
- 15.3 Equifax shall ensure that it has in place reasonable plans and measures to endeavour to enable it to provide the Services at all times in accordance with this Agreement, even in the event of a major incident occurring which has the potential to disrupt the Services.

16. ASSIGNMENT AND TRANSFER OF RIGHTS

- 16.1 Subject to Clause 16.2, neither Party may assign, novate, transfer or subcontract any of its rights, benefits or obligations under this Agreement without the prior written consent of the other Party, provided that Equifax may assign, novate or transfer or its rights and obligations under this Agreement to an affiliated company.
- 16.2 Equifax may sub-contract any of its obligations under this Agreement without the consent of the Customer. However, Equifax shall remain liable for the performance of this Agreement including for the sub-contracted elements.

17. BRIBERY AND CORRUPTION

- 17.1 Each Party shall:
- 17.1.1 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;
- 17.1.2 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;

- 17.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance and will enforce them where appropriate;

- 17.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement; and

- 17.1.5 immediately notify the other Party if a foreign public official becomes an officer or employee or acquires a direct or indirect interest in it and each Party warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement.

- 17.2 Breach of this Clause shall be deemed a material breach of this Agreement.

- 17.3 For the purpose of this Clause 17, 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.

18. GENERAL

- 18.1 Each Party shall be liable for the acts and/or omissions of its representatives and sub-contractors in respect of this Agreement as if they were its own acts and/or omissions.
- 18.2 Failure to exercise, or any delay in exercising, any right or remedy under this Agreement, or at law or equity, shall not be a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 18.3 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.
- 18.4 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, make any party the agent of another Party, nor authorise any Party to enter into commitments for or on behalf of the other Party.
- 18.5 Each Party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, and/or procure the execution and delivery of all documents and doing of all such things as required to give effect to this Agreement and the transactions contemplated by it.
- 18.6 A notice or other communication required to be given under this Agreement shall be in writing and shall be:
- 18.6.1 delivered personally; or
- 18.6.2 sent by pre-paid first class post or recorded delivery; or
- 18.6.3 sent by commercial courier
- to the Party required to receive the notice or communication at its address set out at the beginning of this Agreement, marked for the attention of the person named on the cover sheet.
- 18.7 A notice or other communication shall be deemed duly received:

- 18.7.1 if delivered personally, when left at the address and for the contact referred to in this Clause; or
- 18.7.2 if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- 18.7.3 if delivered by commercial courier, on the date and at the time the courier's delivery receipt is signed.
- 18.8 This Agreement, together with the documents referred to in it, is the entire agreement between the Parties, superseding all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to the subject matter.
- 18.9 A variation of this Agreement shall not be effective unless in writing and signed by both Parties (or their authorised representatives).
- 18.10 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.
- 18.11 Except where stated otherwise in this Agreement, only the Parties shall have any rights under or in connection with this Agreement.
- 18.12 Equifax may refer to its provision of Services to the Customer in case studies used to promote Equifax services.
- 18.13 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 18.14 Subject to Clause 11, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Schedule 1

SUPPORT SERVICES

1. CUSTOMER SERVICE CENTRE

- 1.1 Equifax shall operate a telephone and email support service to the Customer as set out below:

Function	Availability
Telephone support for assistance with gaining initial access to the Equifax Public Sector Gateway	Monday to Friday 8am to 6pm
Telephone support for the management of problems (as defined in paragraph 3 below) with the Services	24 x 7
Support by telephone, email or fax for any requests, queries or issues with any aspect of the Services or provision of the Services	Monday to Friday 8am to 6pm
Attendance at Customer and service review meetings	Monday to Friday 8am to 6pm

Customer service will be made available by email on customerservice.uk@equifax.com or by telephone on number 0845 603 3000 – or such email address(es) or other number(s) as are notified to the Customer by Equifax from time to time.*

- 1.2 The reporting of problems shall be carried out in accordance with the procedure specified in paragraph 3 of this Schedule.

2. CORRECTION OF PROBLEMS

- 2.1 In this Schedule “problem” means any problem in the Services provided by the Equifax Public Sector Gateway which has a material effect on their accessibility or functionality.

- 2.2 If a problem occurs:

2.2.1 the Customer will notify Equifax as soon as reasonably possible of the problem by telephoning the number set out in paragraph 2 of this Schedule or such other numbers as are notified by Equifax from time to time, and supply Equifax such further information relating to the problem as is available to the Customer or which Equifax may reasonably request;

2.2.2 Equifax will as soon as reasonably practicable assess the nature of the problem and assign it to one of the categories set out in paragraph 5 of this Schedule;

2.2.3 the Parties will use reasonable efforts to agree procedures in relation to specific problems and, once a procedure has been agreed the Customer shall follow that procedure (and shall complete any relevant documentation) in relation to each subsequent problem of a similar nature; and

2.2.4 Equifax will use all reasonable efforts to correct problems as soon as practicably possible by, in its sole discretion, amending the Services provided by the Equifax Public Sector Gateway and/or by providing a patch or workaround or creating new programmes and will keep the Customer informed of its progress.

3. EXCEPTIONS TO SUPPORT SERVICES

- 3.1 Services to be supplied by Equifax under this Agreement shall not include:

- 3.1.1 the correction of problems attributable to:
- a) amendments to the Services not made by or under the supervision or direction of Equifax;
 - b) any computer hardware not provided by Equifax or other equipment;
 - c) any third party or other software which is installed on or which operates with or in relation to the Services unless Equifax has installed such software itself;
 - d) any failure, interruption or other problem of or with electricity supplies;
 - e) any breach of any of the Customer's obligations under this Agreement; or
 - f) incorrect use of the Services; and
- 3.1.2 the recovery or replacement of lost data.

4. PROBLEM CLASSIFICATION

- 4.1 Problems shall be classified as follows:

- 4.1.1 Severity 1: An acute error in the Services causing shut-down or failure of satisfactory operation of all or a substantial part of the Services
- 4.1.2 Severity 2: A serious error in the Services which interferes with the operation of the Services provided by the Equifax Public Sector Gateway but does not actually prevent its use or operation.
- 4.1.3 Severity 3: A material error in the Services where alternative solutions to a software correction which are reasonably acceptable to the Customer are available.
- 4.1.4 Severity 4: Errors that have no significant effect on the use or operation of the Services.

Schedule 2

EQUIFAX SECURITY REQUIREMENTS

1. Due to the nature of Equifax's business, it follows what it considers to be best industry practice in relation to the security around how it handles Input Data and the delivery of the Equifax Data and Reports that it provides to its Customers. Subsequently, it also looks to its Customers to follow the similar high standards in relation to security around Services and expects its customer to follow these Security Requirements at all times.
2. These security requirements apply to any means through which a Customer orders or accesses the Services including, without limitation, system-to-system, direct access terminal, personal computer or the Internet; provided,
3. These obligations are in addition to any requirements imposed by any Applicable Law which may apply to the Customer's use of the Services (which may or may not include Personal Data).
4. For the purposes of these Security Requirements "Authorised User" means a Customer employee that the Customer has authorised to order or access the Services and who is trained on the Customer's obligations under the agreed terms and conditions with respect to the ordering and use of the Services
5. The Customer will:
 - 5.1 ensure that only Authorised Users can order or have access to the Services;
 - 5.2 ensure that Authorised Users do not order reports for personal reasons or provide them to any third party unless expressly permitted by any agreement between the Customer and Equifax;
 - 5.3 ensure that all devices used by the Customer to order or access the Services are placed in a secure location and accessible only by Authorised Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other reasonable security procedures;
 - 5.4 take all necessary measures to prevent unauthorised ordering of or access to the Services by any person other than an Authorised User for permissible purposes, including, without limitation, limiting the knowledge of the Customer security codes, any telephone access number(s) Equifax provides, and any passwords the Customer may use, to those individuals with a need to know, changing Customer's user passwords at least every ninety (90) days, or sooner if an Authorised User is no longer responsible for accessing the Services, or if the Customer suspects an unauthorised person has learned the password, and using all security features in the software and hardware the Customer uses to order or access the Services;
 - 5.5 in no event access the Services via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals. Secured wireless connections shall adhere at a minimum to Equifax's encryption standards outlined below in paragraph 5.7;
 - 5.6 not use personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, DVDs, software, and code) to store the Services. In addition, Data must be encrypted when not in use and all printed Equifax Data and Reports must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose;
 - 5.7 if the Customer sends, transfers or ships any Reports, encrypt the Equifax Data using the following minimum standards, which standards may be modified from time to time by Equifax: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms;
 - 5.8 monitor compliance with the obligations of these Security Requirements, and immediately notify Equifax if the Customer suspects or knows of any unauthorised access or attempt to access the Services. Such monitoring will include, without limitation, a review of each Equifax invoice for the purpose of detecting any unauthorised activity;
 - 5.9 not ship hardware or software between the Customer's locations or to third parties without deleting all Equifax Customer's number(s), security codes, telephone access number(s) and the Customer user passwords,
 - 5.10 if the Customer uses a third party vendor to establish access to the Services, be responsible for the third party vendor's use of the Customer's member numbers, security access codes, or passwords, and the Customer will ensure the third party vendor safeguards the Customer's security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to the Customer under these Security Requirements; and
 - 5.11 use best endeavours to assure security when disposing of any consumer report information or record obtained from Equifax.
6. Equifax may suspend the Information Services and the supply of Equifax Data if, acting reasonably, Equifax believes the Customer has suffered, is suffering or may suffer a breach or attempt to breach its security.
7. During any period of suspension:
 - 7.1 Equifax will have no liability to the Customer;
 - 7.2 the Customer will cooperate with Equifax to address the cause of any concerns; and
 - 7.3 neither party will issue any public statement regarding the Information Services or the Equifax Data and identifying the other party, unless required to do so by Applicable Law.
8. Equifax will reinstate any suspended services as soon as it is satisfied as to the security of the Information Services and the Equifax Data.

Definitions

Agreement

means this Agreement, together with and any / all additional documents as agreed between the Parties;

Applicable Law

all applicable laws, enactments (as interpreted in accordance with Clause 1.3.3) rules, regulations, orders, regulatory policies, regulatory permits and licences, and any mandatory instructions or requests of a regulator, in each case which are in force from time to time, including:

- (a) The Data Protection Act 1998;
- (b) The Representation of the People (England and Wales) Regulations 2001; and
- (c) Social Security Fraud Act 2001;

Business Day

means Monday to Friday except public holidays in England;

Charges

means the charges for the Services calculated and paid in accordance with the provisions of Clause 5;

Commercial File

means a file containing information about an individual business entity in the UK and/or Ireland;

Configuration Document

the document(s) describing the specific configuration of the Equifax Public Sector Gateway for the Customer's use;

Data Protection Laws

means the Data Protection Act 1998 and any other applicable data protection or privacy legislation or regulations in any other jurisdiction where the Services are provided now or in the future;

Data Subjects

has the meaning set out in the Data Protection Laws;

Dispute Resolution Procedure

means the procedure provided for in Clause 11;

Documentation

means all and any documentation (including drawings, plans, diagrams, pictures, disks or other device embodying information in any form) produced and/or provided by Equifax in relation to all or any part of the Services;

Equifax Data

means any data Equifax uses in the course of providing the Services delivered by the Equifax Public Sector Gateway;

Equifax Public Sector Gateway

the web-based facility for obtaining access to Equifax Data or Reports as configured for the Customer from time to time;

Equifax Security Requirements

means the requirements applicable to the Customer's use and processing of any and all data accessed by it and / or provided to it by Equifax as part of the Services, as may be amended from time to time. The current version as at the date of this Agreement is set out in Schedule 2;

Force Majeure Event

means any event which affects the performance by a Party of its obligations under this Agreement and arises directly from acts of God, fire, flood, war, acts of terrorism, riot, civil commotion, governmental actions, labour disputes (save where such disputes involve personnel of the non-performing Party) and any other events beyond the reasonable control of the non-performing Party (including in the case of Equifax, beyond the control of Equifax or any of its sub-contractors);

Indemnified Party

means the Party that is receiving the benefit of the relevant indemnity;

Indemnifying Party

means the Party that is giving the relevant indemnity;

Initial Term

means the period specified on page 1 of this Agreement;

Intellectual Property Rights

means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights and all similar or equivalent rights or forms of protection in any part of the world, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights;

Liability

means any and all losses, liabilities, expenses, claims, settlements, demands, proceedings or actions;

Month

means a calendar month;

Nominated Individual

means the Customer's representative in respect of the Dispute Resolution process set out in Clause 11;

Notice

means notice in writing of not less than 30 days;

Permitted Purposes

means the purposes for which the Equifax Data and Reports accessed through the Equifax Public Sector Gateway may be used by the Customer as set out in Section 4;

Personal Data

shall have the meaning given to it in the Data Protection Laws;

Pre-Existing Materials

means Documentation, methodologies, processes, software, designs and development tools developed or used by Equifax prior to the Start Date;

Process

has the meaning set out in the Data Protection Laws and "Processed" and "Processing" shall be construed accordingly;

Report

means the Reports about individuals and commercial entities delivered via the Equifax Public Sector Gateway;

Start Date

means the date set out on page 1;

Services

means the provision of Reports via the Equifax Public Sector Gateway;

Support Services

means those services to be provided by Equifax to support the Customer's use of the Equifax Public Sector Gateway, as further detailed in Schedule;

Use

means with respect to any software or Intellectual Property Rights or other materials and data supplied as part of the Services, to use, execute, reproduce or display such items; and

Year

means a period of 12 months commencing on the Start Date and each subsequent anniversary of the Start Date during the term of this Agreement.