



Department  
for Environment  
Food & Rural Affairs

# Conditions of Contract

## Short Form - Services

**FD2721 'Affordability and Availability of Flood Insurance'**

**July 2021**

## Annex 1

### Terms and Conditions of Contract for Services

#### 1 Interpretation

1.1 In these terms and conditions:

- “Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
- “Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;
- “Central Government Body” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
  - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
  - (c) Non-Ministerial Department; or
  - (d) Executive Agency;
- “Charges” means the charges for the Services as specified in the Award Letter;
- “Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Customer” means the person named as Customer in the Award Letter;
- “Data Protection Legislation” means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) (“LED”) and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 1998 (“DPA 1998”) and/or the Data Protection Act 2018 (“DPA 2018”) to the extent that it relates to processing of personal data and privacy; (iii) all

applicable Law about the processing of personal data and privacy

“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms

and conditions of the Agreement;

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

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

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## **2 Basis of Agreement**

2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

## **3 Supply of Services**

3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 In supplying the Services, the Supplier shall:

3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;

3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;

3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

#### **4 Term**

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

#### **5 Charges, Payment and Recovery of Sums Due**

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and

5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.

5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6 Premises and equipment**

6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.

6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.

6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the

Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## **7 Staff and Key Personnel**

7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

7.1.1 refuse admission to the relevant person(s) to the Customer's premises;

7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or

7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;

7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 Assignment and sub-contracting**

8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **9 Intellectual Property Rights**

9.1 All intellectual property rights in any materials provided by the Customer to the

Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10 Governance and Records**

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the

Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## **11 Confidentiality, Transparency and Publicity**

11.1 Subject to clause **Error! Reference source not found.**, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause **Error! Reference source not found.**, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause **Error! Reference source not found.**

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but

with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12 Freedom of Information**

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## **13 Protection of Personal Data and Security of Data**

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised

or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause **Error! Reference source not found.**; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

## 14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses **Error! Reference source not found.** and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

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

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## 15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## 16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause **Error! Reference source not found.**), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 16.2.5 breaches any of the provisions of clauses 7.2, 11, **Error! Reference source not found.**, 13 and 17;
  - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
  - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause **Error! Reference source not found.** or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2,

11, **Error! Reference source not found.**, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## 17 Compliance

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause **Error! Reference source not found.** by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

## 18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause **Error! Reference source not found.** or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
  - 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## 19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause **Error! Reference source not found.**, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the

contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

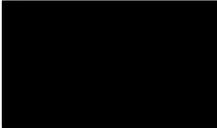
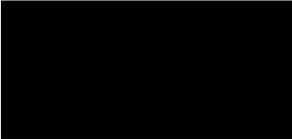
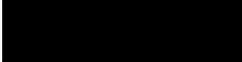
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## 21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause Error! Reference source not found., e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause Error! Reference source not found..

## 22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

<b>Date</b> 15 /07/2021	<b>Date</b>
<b>Signature for DEFRA</b> 	<b>Signature for BMG</b> 
<b>Name</b> 	 
<b>Position</b> Senior Commercial Officer	<b>Position</b> Chief Research Officer

## Annex 2 – Charges and Milestones

Project Deliverables & Milestones	Detail of Task	Responsible Party	Dates (Week commencing)*	Dates based on ITT timeline (Week commencing)	Dates suggested by BMG (Week commencing)
Deliverable 1	<p>Inception meeting with the internal Project Board. Meeting to discuss the proposed approach to the project.</p> <p>All costs associated with attending this inception meeting must be incorporated into the fixed price.</p> <p>The Contractor must identify individuals who will manage the project and nominate a representative for day-to-day contact with the Authority's Project Manager(s).</p>	Contractor & PSG	1	11 June (as this was a Friday, work following this would be in week commencing 15 June)	11 June
Deliverable 2	A project plan sent to the Project Manager, following commissioning and the inception meeting between the Authority and the Contractor. The project plan to provide a more detailed methodology beyond the original proposal, detailed risk register, PSG members and project timeline. Please see minimum requirements in Annex A.	Contractor & PSG	2	21 June (following a week required from inception meeting)	21 June
Deliverable 3	Defra sign off on the PSG members. Review and agreement of Project Plan by Project Board.	Project board	3	28 June	28 June
Deliverable 4	Draft household survey and draft SME survey sent to Defra project manager.	Contractor	6	26 July	19 July
<b>Milestone 1</b>	Meeting with the Project Board and external PSG to finalise survey questions and sampling methodology.	Contractor & Project Board & PSG	8	23 August (date set for this is 4 August.	4 August

Project Deliverables & Milestones	Detail of Task	Responsible Party	Dates (Week commencing)*	Dates based on ITT timeline (Week commencing)	Dates suggested by BMG (Week commencing)
<b>1<sup>st</sup> invoice - [REDACTED] – wc 16<sup>th</sup> August</b>				However, that's only a week for Defra to consider the draft surveys)	
Deliverable 5	Cognitive testing of household and SME surveys	Contractor	11-13	6 September (allow 3 weeks for final edits, scripting and testing)	23 August for cognitive testing (review time required) 31 August for piloting (review time required) 6 September for main fieldwork
<b>2<sup>nd</sup> invoice: [REDACTED] – wc 8<sup>th</sup> November</b>					
Deliverable 6	Data collection - 6 months	Contractor	26	6 December (3 months given for data collection, not 6 months)	6 December (realistic estimate of time required for data collection)
<b>3<sup>rd</sup> invoice: [REDACTED] – wc 13<sup>th</sup> December</b>					
Deliverable 7	Cleaning and weighting of data as required	Contractor	31	13 December (more than a week is needed for data cleaning and weighting. The standard is c4 weeks – varies depending on survey scale and content. And there are two surveys to	17 January

Project Deliverables & Milestones	Detail of Task	Responsible Party	Dates (Week commencing)*	Dates based on ITT timeline (Week commencing)	Dates suggested by BMG (Week commencing)
				process)	
Deliverable 8	Analysis of data	Contractor	34	3 January (the Christmas and New Year will impact on data processing time – two additional weeks should be added to the timeline to allow for the holidays)	7 February
Deliverable 9	Meeting with Project Board & PSG to present data.	Contractor & Project Board & PSG	35	10 January (more than a week is needed for data analysis and preparation of topline presentation)	14 February (providing it is a topline presentation only)
<b>Milestone 2</b>	Project Board sign off draft final reports for Task 1 and Task 2. This must contain an executive summary, a 1 paragraph summary at the beginning of each section, overall conclusions and recommendations.	Contractor & Project Board	40	31 January (3 weeks is not sufficient time for production of draft final reports and Project Board sign off, suggest 5 weeks)	21 March
Deliverable 10	Final reports for Task 1 and Task 2 sent to Defra project manager.	Contractor	41	14 February (1 week should be sufficient)	28 March
<b>Milestone 3</b>	Two part meeting: Part 1: with the Project Board to sign off the finalised report from Tasks 1+2. Part 2: with project board and PSG to	Contractor, Project Board and PSG	41	21 February	28 March

Project Deliverables & Milestones	Detail of Task	Responsible Party	Dates (Week commencing)*	Dates based on ITT timeline (Week commencing)	Dates suggested by BMG (Week commencing)
	decide if we need to undertake Task 3 and Task 4, and approach if taking forward.				
<b>4<sup>th</sup> Invoice: ██████ – wc 28<sup>th</sup> March</b>					
<b>Project break point</b>					
Deliverable 11	Draft of the 2-4 page summary of the research and slide pack (between 8-12 slides). The slide pack will be easy to navigate and clearly present the project aims, method, findings and implications.	Contractor & PSG to review	42	7 March (this is where the timeline can be more compressed. We would be able to produce summary and slides within a week of report sign off)	4 April
Deliverable 12	PowerPoint presentation of research at a dissemination event, summarising the key findings of the project. This may include a presentation and virtual dissemination of the 2 page summary and/or slide pack generated during the project.	Contractor & Project Board & PSG	42	7 March (as above)	4 April
<b>Milestone 4</b>	2 page summary and slide pack to be signed off by the PSG.	Contractor and PSG to review	43	21 March (allow a week for this following Deliverable 12)	11 April
<b>Milestone 5</b>	A report of no more than 2 pages that outlines any feedback from the dissemination event.	Contractor	43	28 March (could be produced concurrently with Milestone 4)	11 April
<b>5<sup>th</sup> invoice: ██████ – wc 11<sup>th</sup> April</b>					
Deliverable 13	Meeting to discuss progress on Task 3, and plans for Task 4 (including recruitment).	Contractor & Project Board & PSG	43	11 April	11 April

<b>Project Deliverables &amp; Milestones</b>	<b>Detail of Task</b>	<b>Responsible Party</b>	<b>Dates (Week commencing)*</b>	<b>Dates based on ITT timeline (Week commencing)</b>	<b>Dates suggested by BMG (Week commencing)</b>
Deliverable 14	Draft Literature Review (Task 3) to PS	Contractor & Project Board & PSG	47	27 June (allow 4 weeks rather than 12 for Task 3)	9 May
<b>6<sup>th</sup> invoice: ██████ – wc 9<sup>th</sup> May</b>					
Deliverable 15	Task 4 Qualitative Research	Contractor & Project Board & PSG	51	25 July (allow 8 weeks rather than 16 for Task 4)	6 June
Deliverable 16	Add Task 3 and 4 to final reports for Task 1 and Task 2 (Deliverable 10). Add Tasks 3 and 4 to slide pack (between 10-20 slides) (Deliverable 11).	Contractor and Project Board & PSG to review	53	22 August (allow a further 2 weeks following the end of Task 3 and Task 4 for editing of final reports and slide pack)	23 May for Task 3 20 June for Task 4
<b>Milestone 6</b>	Meeting with the Project Board and PSG to present evidence gathered and sign off the finalised report.	Project board & PSG	55	12 September (allow 2 weeks for prepare for meeting following latest date re: Deliverable 16)	4 July
Deliverable 18	Peer review	External reviewer	59	26 September (would recommend allowing 4 weeks for this stage)	1 August
Deliverable 19	Revise final reports for peer reviewed comments.	Contractor	61	10 October	15 August
<b>Final invoice: ██████ by 18<sup>th</sup> August (provided no extension to study i.e. with Task 3+4)</b>					

# PROJECT SPECIFICATION

## FD2721 Affordability and availability of flood insurance

### Overview

This research will explore the affordability and availability of flood insurance to households, and small and medium sized enterprises (SMEs), including agricultural businesses, by undertaking a representative survey in England and Wales. It will also undertake qualitative research to investigate the reasons for particular issues, and if suitable, how to overcome these barriers.

### Background

This research is the continuation of previous studies to support understanding of the market situation in relation to the availability and affordability of flood insurance in various areas and on differing socio-economic groups. This is the second study to be commissioned after the introduction of Flood Re in April 2016. Ongoing monitoring of the insurance market is necessary to ensure that our policy aims to ensure flood insurance for high risk households is available and affordable.

Flood Re launched in April 2016 and is a joint UK Government and insurance industry initiative established under the Water Act 2014. Flood Re provides reinsurance to insurers in respect of floods risk. The purpose of the scheme is to promote the affordability and availability of insurance for households whilst also managing the transition to risk-reflective pricing by the end of the scheme's operation in 2039.

Flood Re allows insurance companies to pass the flood risk element of home insurance policies over to them for a set premium based on council tax bands with an excess set at £250. Flood Re does not deal directly with homeowners. Flood Re will pay the insurer the cost of the claim made by the policyholder when there is a flood. The flood-risk element of the policy is capped, but the overall cost of the household insurance is set by insurers, making it important for the consumer to compare prices across different insurance providers.

In July 2020, the government published a long-term Policy Statement on flood and coastal erosion risk management. The statement sets out our intention to publish a consultation on some changes to improve Flood Re's efficiency and effectiveness, and to increase the uptake of Property Flood Resilience. The consultation was published on 1 February 2021<sup>1</sup>.

Defra commissioned an independent review of flood insurance following the flood event in South Yorkshire in November 2019. The report was led by Amanda Blanc, former chair of the ABI, and was published on 5<sup>th</sup> November 2020. 12 recommendations were made into the accessibility and affordability of flood insurance, including two targeted at Defra repeating this study and taking appropriate action based on the results. Government is considering all of the recommendations and a full response will be issued in the spring.

This study represents the fourth study in a series of projects commissioned by Defra to assess the affordability and availability of flood insurance. The sequence of previous work is as follows:

- Baseline study 2013 ([FD2669](#)): a baseline study of households which assessed existing levels of availability and affordability of flood insurance for households. Fieldwork took place Aug/Sept 2013
- Updated baseline study 2014 ([FD2688](#)): an updated baseline study which assessed levels of availability and affordability of flood insurance for households, and availability of flood insurance for small businesses. Fieldwork took place in autumn - winter 2014.
- Study 2018 ([FD2705](#)): the first study commissioned following the launch of Flood Re in April 2016 which assessed the affordability and availability of insurance for households after two years of the scheme operating, and the availability of flood insurance for small businesses.

This project is the continuation of this series. It will assess the current situation concerning availability and affordability of flood insurance and enable an analysis of trends in these issues by drawing on the previous three studies. The project is split into four tasks:

1. Household survey
2. SME survey
3. Literature review to identify key barriers and enablers related to flood insurance for specific groups

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<sup>1</sup> <https://consult.defra.gov.uk/flood-insurance-preparedness-team/amendments-to-the-flood-re-scheme/>

4. Focus groups to gather further detail about key barriers and enablers related to flood insurance for specific groups

## **Project aims and objectives**

The aims of the project are to:

- Assess the current affordability and availability of flood insurance for households and small businesses (including agricultural businesses) at risk of flooding compared to those at low/no risk
- Analyse trends in affordability and availability of flood insurance following the introduction of Flood Re
- Assess the availability of contents and buildings flood insurance including number of policies with flood exclusions and how a policy is purchased

The project objectives are to:

- Provide an update to the baseline studies of the affordability and availability of flood insurance premiums and excesses for households and small businesses (including agricultural businesses)
- Understand the impact of Flood Re on affordability and availability of buildings and contents flood insurance for different groups
- Identify barriers and enablers to the take up of flood insurance for specific groups

## **Research questions**

Our specific interest is in the flood insurance element of household and small business insurance. However, as much insurance includes flood insurance as an integral part and not as a separate element, we have used the phrase 'household insurance' and 'business insurance' for ease of reference.

### **Task 1: Household survey**

Our key research questions for the household survey include:

- **How much does flood insurance cost (premiums and excess) for households in areas of high flood risk, compared to other households?**
- **Has the aggregate cost of household flood insurance changed since the 2013 baseline research?**
- **Have the proportions of those taking out household buildings, contents and combined building and contents flood insurance changed since the 2013 baseline research?**

- **Are there discernible patterns or trends in the availability of household flood insurance since the 2013 baseline research?**
- To what extent are renters and leaseholders having difficulties accessing affordable flood insurance?
- To what extent are people being offered household insurance with flood exclusions?
- What is the difference in uptake of buildings cover compared to contents cover, and how do these compare to combined insurance cover?
- What is the difference (if any) in affordability and availability of flood insurance for houses built pre 2009 and post 2009? Responses should be stratified by flood risk and “recently flooded” properties, e.g. within the past 5 years.
- To what extent are householders aware of Flood Re and accessing insurance policies ceded to Flood Re?
- Has the introduction of Flood Re improved householders engagement with the flood insurance market?
- What proportion of people know about their flood risk and whether flood cover is included on their policies?
- For those who are at flood risk and do not have flood cover, what is the reason?
- If affordability is a barrier to flood insurance for at-risk households have they been offered a Flood Re capped premium?

## **Task 2: SMEs (including agricultural businesses) survey**

The survey to SMEs will also need to be representative for the at risk and control groups ensuring an adequate sample size for both groups.

- **What proportion of SMEs have flood insurance?** This should be stratified according to flood risk.
- How does SME size and turnover affect flood insurance cover?
- How much does flood insurance cost (premiums and excess) for SMEs in areas of high flood risk, compared to other SMEs?
- Are cover and price affected by economic sector of activity?

We also have specific questions about agricultural flood insurance, which need to be addressed as part of the SME survey:

- What proportions of farmers/land managers/agricultural businesses have insurance against flood risk?
- What types of risks are included in the insurance cover for flood risk (e.g. damage to buildings, livestock, crops, roads/tracks/bridges, fences/walls/gates)?

- How does the level of insurance vary according to: size of farm, type of farm, location of farm and age of assets on farm?

This list is indicative and we expect other questions to emerge as the project proceeds.

### **Task 3: Literature review to identify key barriers and enablers related to flood insurance for specific groups**

- What are the social, financial, practical, regulatory and/or institutional barriers and enablers to the take up of flood insurance for different groups (see Task 3 below for details on groups)?

### **Task 4: Qualitative research**

- What are the social, financial, practical, regulatory and/or institutional barriers and enablers to the take up of flood insurance for different groups (see Task 3 below for details on groups)?
- Have flooded households been informed about resilient repair options, and to what extent have they taken these up?

## **Methodology**

The proposed surveys should include the core questions asked in the previous surveys, especially in the 2018 survey (FD2705), to avoid a rupture in the time series.

### **Task 1: Household survey**

There are differences in how the previous surveys were conducted in terms of sample frame, sampling approach and mode of surveying. The JBA baseline survey was a telephone survey of households in selected areas that had a history of flooding using quota sampling. A smaller number of surveys were also carried out in locations that had not recently flooded close to the flooded areas to provide a comparison group. The Ipsos Mori study took a different approach and used a national sample frame across England to achieve a random probability sample via a postal invite to an online survey. The sample size achieved similar numbers in high flood risk areas and non-flood risk areas to allow comparisons between the flooded areas and the control group.

The Authority recommends that surveys should take place by telephone, and is open to consider any other method that ensures the representativity of the results both in areas at risk and in control areas.

## **Sampling**

The sampling technique to be used in the household and business surveys will be stratified random sampling of three populations: households, agricultural businesses and non-agricultural businesses.

The household sample needs to be broken down into representative groups across England and Wales of: leaseholders, freeholders and tenants; households at risk and not at risk of flooding; council tax bands; and, houses built before 2009 and houses built since 2009 (Flood Re is only available for houses built before 2009).

The survey should include households in high risk flood areas, and a comparison group of households in areas that are not at flood risk (referred to as non-flood risk areas). Our assumption is that both of these groups should be equal in size. Households at risk of flooding are properties should be drawn from areas of high and medium risk ratings, and the comparison group should be drawn from no, low or very low risk ratings. The current flood risk ratings are as follows:

1. High - Greater than or equal to 1 in 30 (3.3%) chance in any given year
2. Medium - Less than 1 in 30 (3.3%) but greater than or equal to 1 in 100 (1%) chance in any given year
3. Low - Less than 1 in 100 (1%) but greater than or equal to 1 in 1,000 (0.1%) chance in any given year
4. Very Low - Less than 1 in 1,000 (0.1%) chance in any given year

We expect to be able to supply the Contractor with a dataset produced by the Environment Agency (EA) which gives details of areas at risk of flooding. Please note that contact details will not be provided, and the contractor will be expected to source and link contact details to the dataset provided by the EA.

In the response to question E03, Tenderers should provide a justification for overall sampling methodology, sample sizes inclusive of high risk / flooded properties, households accessing insurance through Flood Re and the comparison group, and survey methodology.

## **Survey questions**

The survey should provide information to address the research questions set out earlier.

We expect that the question set will largely be based on the questionnaire used in the 2018 study (available in Appendix 1 of FD2705 final report, see link above). The questionnaire should be agreed with Defra. The study identified a set of key statistics which we will need updating via this study (see 'Section 1.3 Summary, and breakdown of, key statistics from this research' in the household final report). The questionnaire will need

to be reviewed and amended as necessary to ensure that the questions remain valid, cover all policy requirements and address the research questions set out above.

The JBA survey found that around 25% of respondents did not know the cost of their household insurance. Tenderers should suggest ways to address this issue of how to ensure as many respondents as possible are able to provide specific details about their insurance costs and cover.

The survey should be subject to cognitive testing before being launched.

## **Analysis**

The analytical strategy will need to address the key research questions above. In doing so, we expect contractors to analyse the results to explore current affordability and availability of flood insurance. This should use the [key statistics identified by Ipsos Mori](#) as a starting point and include key breakdowns such as location, income level and council tax band, as well as other variables, for example, home ownership. Differences will also need to be assessed between the comparison and those in high risk flood areas and those who have flooded recently. We expect statistical significance testing to be used where appropriate to identify key differences between groups.

We want to investigate the impact of the introduction of Flood Re on the affordability and availability of flood insurance. In 2019/20 there were around 197,000 policies with the Flood Re scheme<sup>2</sup>. Flood Re is able to share Flood Re policy geographic spread details to the Contractor, subject to a satisfactory data sharing agreement being put in place between both parties. Suggested analysis includes:

- Compare, where possible, the survey results with the previous studies to assess trends and changes to affordability and availability over time. This should be at a national scale and local scale, and include a comparison pre and post Flood Re
- For local areas with high and low affordability and availability over time, compare pre and post Flood Re
- For local areas where Flood Re has high penetration, compare affordability and availability pre and post Flood Re

Contractors should produce top-lines for the full questionnaire as well as more detailed comparative analysis as set out above.

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<sup>2</sup> <https://www.floodre.co.uk/flood-re-urges-a-build-back-better-recovery-after-unprecedented-year/>

Contractors should note the strength and any limitations of the chosen method for the current survey and identify any refinements that could be made to improve future surveys in this area.

## **Task 2: Small business survey**

For the purposes of this project, we are specifically interested in businesses, including agricultural businesses, that employ fewer than 50 people. We are specifically interested in the following categories of small businesses, excluding those that are solely home-based (i.e. only businesses that have a commercial premises):

- Zero employees
- Micro-business (1-9 employees)
- Small business (10-49 employees)

The contractor will carry out all the tasks involved in ensuring that the database of SMEs to be surveyed is adequate taking into account that the final sample will need to have a size that guarantees representativeness according to the areas at risk and not at risk which will be provided by the EA, and be sampled proportionally to leaseholders, freeholders and tenants; council tax bands; and, finally, houses built before and after 2009.

We also require an adequate sample size of agricultural businesses for the results to be representative across England and Wales. The results need to be broken down into (but not necessarily representative of) the following characteristics: farm type, farm size, flood risk. The sample size will need to be adequate to distinguish between SMEs, and specifically agricultural SMEs, to allow for dis-aggregated analysis and comparison with the non-flood risk businesses. In this sense, both the agricultural businesses and the non-agricultural business subsamples will need to be representative by at risk and control groups.

The analytical strategy should take a similar approach to that set out for the household survey above. Toplines should be produced for all survey questions and statistical testing employed where appropriate to identify key differences. The 2018 questions will form the basis of this survey. We expect the results to be analysed according to key breakdowns including size of business and agricultural/non-agricultural.

## **Project break point**

Drawing on evidence from Task 1 and Task 2, a decision will be made at this point as to whether Task 3 and Task 4 is necessary, and if so, who are the specific groups to undertake research within Task 3. If no further work is deemed necessary, the contract may end at this point.

### **Task 3: Literature review to identify key barriers and enablers related to flood insurance for specific groups**

Follow the [Rapid Evidence Assessment \(REA\) process developed by Defra](#) to provide a rigorous, transparent and exhaustive synthesis of evidence, both peer reviewed and grey literature, to identify key barriers and enablers related to flood insurance for specific groups. In particular, the Authority would like to investigate barriers and enablers to flood insurance for the following groups:

- Tenants
- Leaseholders and freeholders
- Agricultural businesses- when flood insurance is considered; key influencers on deciding about insurance policy(ies); impact of risk awareness/ownership, insurance availability, insurance costs, established habits/practices etc

The REA and subsequent report must include the outline of primary (and if necessary, secondary) research questions, development of a protocol that is to be reviewed and agreed by the Project Board, a systematic search for evidence, screening of the evidence, extraction of the evidence, critical appraisal of the evidence, and finally, the synthesis and conclusions from the evidence review.

### **Task 4: qualitative research to explore key barriers and enablers related to flood insurance for specific groups**

The Authority envisages that at least three online focus groups or 20 semi-structured interviews will be undertaken with each group, sampled according to those that do and those that do not have insurance. The qualitative research will add further details to issues specific to each group, identified through Task 1, Task 2 and Task 3.

## **Outputs**

The following outputs will be produced:

- Household survey questions
- SME survey questions
- Regular updates to the steering group on project progress (format and timing to be agreed)
- Two final reports structure prior to drafting. One for household survey (Task 1) and related findings from Task 3 and Task 4, and one for SMEs survey and related findings from Task 3 and Task 4.
- Two quality-assured final reports. One for research conducted on households and one for research conducted on SMEs.

- Slidepack summarising the aim, method, key findings and implications<sup>3</sup>
- Topline household and SMEs results
- Raw anonymised dataset of household and SMEs survey results (in Excel)
- 2-4-page summary of the project
- 2x webinars to share findings. The primary audience will be Defra, but might include other key stakeholders including Environment Agency, Flood Re and academics.

All research instruments and reports should be provided in draft format to Defra for comment initially.

All reports must be produced in accordance with the Authority's templates for publications<sup>4</sup>. The deliverables are to be provided as MS Word (in draft) and PDF documents (once finalised), MS Excel spreadsheets and MS PowerPoint presentations.

## Programme of Work

Below are detailed the key deliverables and milestones within the project:

Project Deliverables & Milestones	Detail of Task	Responsible Party	Dates (Week commencing)*
Deliverable 1	<p>Inception meeting with the internal Project Board. Meeting to discuss the proposed approach to the project.</p> <p>All costs associated with attending this inception meeting must be incorporated into the fixed price.</p> <p>The Contractor must identify individuals who will manage the project and nominate a representative for day-to-day contact with the Authority's Project Manager(s).</p>	Contractor & PSG	1
Deliverable 2	<p>A project plan sent to the Project Manager, following commissioning and the inception meeting between the Authority and the Contractor. The project plan to provide a more detailed methodology beyond the original proposal, detailed risk register, PSG members and project timeline.</p>	Contractor & PSG	2

<sup>3</sup> See FD2712 for an example slidepack:

<http://randd.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&ProjectID=20114&FromSearch=Y&Publisher=1&SearchText=FD2712&SortString=ProjectCode&SortOrder=Asc&Paging=10#TimeScaleAndCost>

<sup>4</sup> The Authority will share the templates with the Contractor at the Project Inception Meeting. Reports published using Defra templates can be found on Science Search. For example, see FD2712:

<http://sciencesearch.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&ProjectID=20114&FromSearch=Y&Publisher=1&SearchText=FD2712&SortString=ProjectCode&SortOrder=Asc&Paging=10#TimeScaleAndCost>

Project Deliverables & Milestones	Detail of Task	Responsible Party	Dates (Week commencing)*
	Please see minimum requirements in Annex A.		
Deliverable 3	Defra sign off on the PSG members. Review and agreement of Project Plan by Project Board.	Project board	3
Deliverable 4	Draft household survey and draft SME survey sent to Defra project manager.	Contractor	7
<b>Milestone 1</b>	Meeting with the Project Board and external PSG to finalise survey questions and sampling methodology.	Contractor & Project Board & PSG	11
Deliverable 5	Cognitive testing of household and SME surveys	Contractor	13
Deliverable 6	Data collection - 3 months	Contractor	26
Deliverable 7	Cleaning and weighting of data as required	Contractor	27
Deliverable 8	Analysis of data	Contractor	30
Deliverable 9	Meeting with Project Board & PSG to present data.	Contractor & Project Board & PSG	31
<b>Milestone 2</b>	Project Board sign off draft final reports for Task 1 and Task 2. This must contain an executive summary, a 1 paragraph summary at the beginning of each section, overall conclusions and recommendations.	Contractor & Project Board	34
Deliverable 10	Final reports for Task 1 and Task 2 sent to Defra project manager.	Contractor	36
<b>Milestone 3</b>	Two part meeting: Part 1: with the Project Board to sign off the finalised report from Tasks 1+2. Part 2: with project board and PSG to decide if we need to undertake Task 3 and Task 4, and approach if taking forward.	Contractor, Project Board and PSG	37
<b>Project break point</b>			
<b>Deliverable 11</b>	Meeting to discuss progress on Task 3, and plans for Task 4 (including recruitment).	Contractor & Project Board & PSG	<b>38</b>

<b>Project Deliverables &amp; Milestones</b>	<b>Detail of Task</b>	<b>Responsible Party</b>	<b>Dates (Week commencing)*</b>
<b>Deliverable 12</b>	Draft of the 2-4 page summary of the research and slidepack (between 8-12 slides). The slidepack will be easy to navigate and clearly present the project aims, method, findings and implications.	Contractor & PSG to review	39
<b>Deliverable 13</b>	PowerPoint presentation of research at a dissemination event, summarising the key findings of the project. This may include a presentation and virtual dissemination of the 2 page summary and/or slidepack generated during the project.	Contractor & Project Board & PSG	39
<b>Milestone 4</b>	2 page summary and slidepack to be signed off by the PSG.	Contractor and PSG to review	41
<b>Milestone 5</b>	A report of no more than 2 pages that outlines any feedback from the dissemination event.	Contractor	42
<b>Deliverable 14</b>	Draft Literature Review (Task 3) to PS	Contractor & Project Board & PSG	49
<b>Deliverable 15</b>	Task 4 Qualitative Research	Contractor & Project Board & PSG	53
<b>Deliverable 16</b>	Add Task 3 and 4 to final reports for Task 1 and Task 2 (Deliverable 10). Add Tasks 3 and 4 to slidepack (between 10-20 slides) (Deliverable 11).	Contractor and Project Board & PSG to review	57
<b>Deliverable 17</b>	Add Task 3 and 4 to final reports for Task 1 and Task 2 (Deliverable 10). Add Tasks 3 and 4 to slidepack (between 10-20 slides) (Deliverable 11).	Contractor and Project Board & PSG to review	64
<b>Milestone 6</b>	Meeting with the Project Board and PSG to present evidence gathered and sign off the finalised report.	Project board & PSG	60
<b>Deliverable 18</b>	Peer review	External reviewer	62
<b>Deliverable 19</b>	Revise final reports for peer reviewed comments.	Contractor	64

\*Dates for week commencing will be confirmed in the inception meeting.

## **Timetable**

The Authority proposes that the project will commence on 8 April 2021 with a duration of 18 months until 20 October 2022. The household survey, SMEs survey and associated analysis needs to be completed by December 2021. There will be an option to extend the Contract for three months subject to the business need and Authority's approval. There will be a break clause in the contract between Task 2 and 3.

## **Project Governance**

The Authority will nominate a Project Manager for this project. They will be responsible for the day-to-day management of this contract and will coordinate an internal Project Board to review the work and ensure it meets the projects aim and objectives. Meetings have been incorporated into the Programme of Work to discuss progress and to ensure timely support and data provision as required. Meetings will be organised by the Contractor.

The Contractor will be expected to appoint a Project Manager who will act as the principal point of contact for the Authority and who will be responsible for the day-to-day management of the project. The Contractor will be required to regularly update the joint Project Managers on project progress via fortnightly meetings arranged by the Contractor, and when there are any significant issues (as early as convenient or a maximum of 3 days). The frequency of the meetings will be reviewed throughout the course of the project.

All tasks will be undertaken in consultation with the Project Board. The Contractor will establish a Project Steering Group (PSG) and the Authority will recommend who to add to the Group to support this research project. The Project Board set up by the Authority and the PSG set up by the Contractor will monitor progress and provide advice, support and guidance on project scope, methodology, policy focus and research outputs. Tenderers must cost for six (half days) virtual meetings. (To note Milestone 6 may be delivered face-to-face in the Authority's offices in central London dependent on government guidelines).

Costings must include organisation, preparation and producing outputs from the meetings. The meetings will usually be held over the communication platform Microsoft Teams. Meetings may need to include breakout rooms dependent on number of attendees and content of the meeting.

Below are details of the key roles of individuals involved in this project and their titles:

Role	Title
Sponsor	Head of Floods and Water Research  Deputy Director Flood and Coastal Erosion Risk Management
Project Manager	Policy Advisor, Insurance & Property Flood Resilience
Project Board	Head of Floods and Water Research  Team Leader, Nature and Place Based Solutions  Policy Advisor Environmental Land Management scheme and Agricultural Transition policy  Policy Advisor Insurance & Property Flood Resilience  Operational Researcher, Defra Analysis and Insight  Deputy Director Risk Assessment & Investment, Environment Agency  Flood Risk Specialist, Flood Re

## Required skills

The Tenderer is required to specifically demonstrate that they have expertise and recent experience in the following areas:

- Evidence review (in particular REAs)
- Information synthesis
- Report writing and communication skills
- Stakeholder engagement
- Data consolidation
- Data management
- Knowledge of flood insurance, or insurance more generally
- Experience of policy research

## Audience

The main audience for this project is Defra policy colleagues in Flood and Coastal Erosion Risk Management (FCERM), Her Majesty's Treasury (HMT) and Ministry of Housing, Communities and Local Government (MHCLG). We expect the findings to be of interest to Flood Re and the insurance industry (e.g. Association of British Insurers (ABI), British Insurance Broker's Association (BIBA), Environment Agency (EA), FCERM policy team in Welsh Government, Natural Resource Wales, representatives of people who have been flooded (National Flood Forum), landowners (National Farmer's Union (NFU), Country Land and Business Association (CLA)) and the business and property sectors (British Property Federation (BPF)), Federation of Small Businesses (FSB), British Chambers of Commerce (BCC)).

## Annex A

### Project Plan Minimum Contents Requirements

<input type="checkbox"/> Introduction
<input type="checkbox"/> Aim and objectives
<input type="checkbox"/> Scope of work (including research questions)
<input type="checkbox"/> Clarifications and assumptions
<input type="checkbox"/> Inception meeting, including what will be discussed, who will attend, led by
<input type="checkbox"/> Project deliverables and milestones
<input type="checkbox"/> Links to other projects [if applicable]
<input type="checkbox"/> Project management including programme (link to an excel spreadsheet preferred), risks and opportunities, assumptions.
Project organisation (including details of the Project Board)  <input type="checkbox"/> Names, organisations, roles and responsibilities  <input type="checkbox"/> Contact details  <input type="checkbox"/> Points of contact

Project Communications. Sub-headings on the following:

- Meetings planned, format, attendees required, date

Reporting. Sub-headings on the following:

- Progress reports
- Interim project reports
- Final report
- Peer review
- 2-4 page summary of the project
- Slidepack
- Dissemination event

Technical approach: Detailing the research questions and methodology to answer the questions including stakeholder engagement.

Quality management and data security

## Annex 4 Supplier proposal

### **E01: Organisational Experience, Capability and Resources (2 sides, 10%)**

BMG conducts hundreds of studies each year utilising all modes of data collection – the majority of these are for government departments or government-related organisations. We frequently produce reports that are published and often produce raw data sets that are publicly available. As requested, we have selected five projects to demonstrate our experience and capabilities.

### **Defra Affordability and Availability of Flood Insurance for Households and Small Businesses (2018):**

BMG undertook the most recent iteration of this survey with households and small businesses, and so are ideally placed to ensure that the lessons learned through this experience are applied to the conduct of the 2021 survey, and that comparability is maintained where appropriate in terms of sampling, survey design, survey implementation and analysis, and so ensure robust and accurate time series analysis can be undertaken.

<http://sciencesearch.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&Completed=0&ProjectID=19990>

**Defra Independent Review into Flood Insurance (2020):** An independent review into flood insurance was announced by the government in December following the November 2019 flooding in the north of England. The review examined the level of insurance cover held by those affected in Doncaster, the barriers they may have faced in obtaining cover and whether there are any systemic issues in the provision of flood insurance. This required collecting feedback from residents and businesses in the Doncaster area where over 760 properties were reported as having flooded. Originally, BMG designed the survey methodology as a face-to-face interview programme, but as the Coronavirus spread this became unviable and an alternative approach was needed. We sourced postal addresses of the areas affected by flooding and implemented a push-to-web methodology, sending out over 3000 survey invites with multiple reminders. A 15% response rate was achieved and the independent review report is now signed off.

<https://www.gov.uk/government/publications/flood-insurance-review-2020-blanc-review>

**Defra Survey on Attitudes to the Environment (2018):** BMG was commissioned in late 2018 to conduct a large-scale face-to-face public attitudes study exploring public's behaviours, attitudes and perceptions of the environment. The aim of the survey was to provide robust insight into the public's awareness, attitudes and behaviours in relation to a number of Defra policy areas, particularly in relation to the implementation of their 25 Year Environment Plan. This included attitudes and behaviour towards housing products and shopping behaviour. The survey is supporting Defra in delivering its objectives by providing insight on key areas to inform, shape and effectively deliver policy. BMG interviewed 8,000 English residents between April and May 2019.

<http://sciencesearch.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&Completed=0&ProjectID=20397>

**BEIS Longitudinal Small Business Survey (2014-2020):** This is the leading Government survey of UK small and medium sized enterprises. It is undertaken annually and takes a longitudinal approach, tracking the performance and progress of SMEs over several years. Having worked on all iterations of the survey since 2014, we are currently managing the 2020 edition which comprises a telephone survey with some 12,000 SMEs. It explores a range of factors impacting on SMEs, including: business needs and concerns; barriers to fulfilling potential; barriers to growth; threats to the survival and health of the business; plans for the future; exporting; awareness/usage/satisfaction with government services; use of external business support; the propensity to innovate; the development of the SME workforce; technology; experience of and propensity to use different forms of finance; as well as SME firmographics. The findings are referenced extensively by a range of Government departments, and are publicly available. The current survey faces huge challenges in the face of the COVID-19 pandemic and its devastating impact on SMEs.

<https://www.gov.uk/government/collections/small-business-survey-reports#2019>

**UK Global Entrepreneurship Monitor (GEM) 2013-2020.** BMG has run the GEM study since 2013 and is currently finishing off reporting from the 2020 fieldwork wave. We conduct between 8,500-10,000 residential interviews each year via a combination of random digit dialling (RDD), mobile phone database records and online panel interviews. The survey seeks to measure entrepreneurial activity, as part of a Global study in over 90 countries. The project required complex questionnaire design and scripting, with an emphasis on economy of questions, sampling, careful monitoring of fieldwork, the production of SPSS files for both the interim (after 2,000 interviews) and final reporting stages, and production of APS survey reports for both stages.

#### **Relevant resources**

**Data collection:** Given the size of our operations (demonstrated by the projects described above) we have ample capacity and capability to conduct the CATI interviews. We own two call centres (although all our CATI staff are currently working effectively and efficiently from home) and have capacity for c. 500 telephone FTEs. We employ the latest Conformat software and automatic dialler functionalities.

**Survey design:** We often design surveys from scratch as well as taking existing surveys and ensuring comparison tracking of key metrics. A combination of running both the 2018 study and the research for the independent review puts us in an ideal position to optimise survey design for this programme.

Database management: BMG employ 2 full-time database managers, including [REDACTED] who worked on the 2018 version of this project and will be assigned to this wave.

Analysis and reporting: BMG have a marketing science team and a data solutions team. [REDACTED] who is assigned to this project also worked on the 2018 study.

Stakeholder engagement: We have many people who can undertake stakeholder engagement activities, including Roger Sant (the board-level sponsor for this project) who has conducted C-suite workshops for Blue Chip organisations in multiple different countries and continents.

Literature reviews: BMG have conducted dozens of literature reviews and have employed the rapid evidence assessment approach on a number of occasions. Liz Davies is particularly well-versed in REAs and would be the lead reviewer should this take place.

Qualitative research: We have a qualitative team at BMG who are experienced in all techniques and approaches to qualitative research. [REDACTED] (who will be leading the qual on this study) also conducted the qual research for the Doncaster Independent Review in to Flood Insurance, supported by Hollie.

### **E02: Understanding Project Objectives (3 sides, 15%)**

*The impact of flooding making for people already living in more precarious situations can be profound and in a world in which the risk of flooding is increasing, it is vital that we do all we can as a society to help those most at risk to get the support they need.*

Amanda Blanc; Independent Review of Flood Insurance, 2020.

Ongoing monitoring of the insurance market is necessary to track the progress of Defra's policy aims to ensure flood insurance for high-risk households is available and affordable. BMG worked with Amanda Blanc on the Defra-commissioned independent review of flood insurance following the flood event in South Yorkshire in November 2019, for which the Association of British Insurers (ABI) estimated that claims were expected to reach £110 million. The review outlined 12 recommendations, including that Defra should repeat its 2018 survey into the affordability and availability of insurance by 2022, and that Defra should use the evidence from this to review progress, and to assess the extent to which buildings and contents insurance excludes flood risk.

Findings from the 2018 survey, which BMG were responsible for delivering, suggested that, if the results were replicated across the country, it could mean tens of thousands of vulnerable households are unnecessarily unprotected against flooding and missing out on the support that has been set up to help them.

As well as the 2018 study of households and small businesses, which was the first to be commissioned following the launch of Flood Re in April 2016, this project builds on the baseline study of households in 2013, and the updated baseline study of households in 2014, which also included small businesses. Each of these assessed existing levels of availability and affordability of flood insurance.

A key element of the project will be to maintain the appropriate level of consistency with previous waves of research to enable time series analysis. As such, the aims of the project are to:

- Assess the current affordability and availability of flood insurance for households and small businesses (including agricultural businesses) at risk of flooding compared to those at low/no risk;
- Analyse trends in affordability and availability of flood insurance following the introduction of Flood Re;
- Assess the availability of contents and buildings flood insurance including number of policies with flood exclusions and how a policy is purchased.

Flood Re launched in April 2016 and is a joint UK Government and insurance industry initiative established under the Water Act 2014. It provides reinsurance to insurers in respect of floods risk, and it aims to promote the affordability and availability of insurance for households whilst also managing the transition to risk-reflective pricing by the end of the Scheme's operation in 2039.

Defra published a consultation on changes to improve Flood Re's efficiency and effectiveness, and to increase the uptake of Property Flood Resilience on February 1<sup>st</sup>, which will close towards the end of April. The consultation seeks views on a number of proposals relating to Flood Re, including on whether it should offer discounted premiums for householders who have installed Property Flood Resilience (PFR), and, if so, how best this could be implemented.

The project has four elements: a household survey, an SME survey (including an agricultural sample), a literature review to identify key barriers and enablers related to flood insurance for specific groups and qualitative research to gather further detail about key barriers and enablers related to flood insurance for specific groups.

**Our overall approach comprises:**

- **Telephone survey with households:** A telephone survey of 1,000 households with similar numbers of interviews in at risk and control areas, taking the Environment Agency's at risk database as the basis for sampling, and using a stratified random sampling approach. This will allow us to assess the current affordability and availability of flood insurance for households, and the related research questions detailed in the brief, and for brevity not repeated here. By adopting sampling, fieldwork and analysis approaches consistent with those we adopted for the 2018 survey, we will provide robust and reliable time series analysis on key indicators. By adopting a flexible approach to survey design, including cognitive testing, we will also be able to strike the right balance between ensuring consistency, and allowing the flexibility to respond to emerging information requirements. Our experience in developing adapted versions of the study for the Doncaster Independent Review will enable us to benefit from the best of both studies – in particular in assessing flood exclusions.
- **Telephone survey with small businesses:** In 2018, the reporting for SMEs was drawn from data collected via BEIS' Longitudinal Small Business Survey (LSBS), for which we carry out the fieldwork. However, the latest iteration of LSBS does not incorporate questions on business insurance, and the survey questionnaire is currently longer than it was in 2018. Consequently we are recommending a bespoke telephone survey of 1,000 SMEs, incorporating a boost to ensure a minimum sample of 200 agricultural businesses, with similar numbers of interviews in at risk and control areas. We will again take the Environment Agency's at-risk database as the basis for sampling, and using a stratified random sampling approach. Given that we run the LSBS, we will be able to ensure that the same sampling protocols are used for the 2021 SME survey, ensuring the comparability of results with 2018, and providing the opportunity for time series analysis. However, given that this will be a bespoke survey focused on the affordability and availability of flood insurance, we will have the opportunity to collect significantly more information than was the case in 2018, where only a limited number of questions relating to insurance were included on the LSBS survey, which was designed to gather information on a very wide range of topics.

We understand that there will be a break clause following the completion of these two elements, to allow an assessment of the extent to which a literature review and qualitative research will provide additional valuable information. Should they be commissioned, we would adopt the following approaches:

- **Literature review to identify key barriers and enablers:** We are experienced in conducting literature reviews – including REAs. We would work with Defra to identify the relevant groups upon which to focus our rapid evidence assessment, but as outlined in the ITT would expect these to include tenants, leaseholders and freeholders, and agricultural businesses. The protocol we would follow would be agreed with the Project Board, and the outputs would provide an overview of the volume and characteristics of the available evidence, and a synthesis of that evidence. That will feed directly in to the findings from both the HH and small business surveys to enhance the level of detail in those reports.
- **Qualitative research to explore key barriers and enablers:** We recommend undertaking 46 semi-structured interviews within the key groups (20 HHs, 16 non-agricultural small businesses and 10

agricultural) rather than focus groups, for a number of practical and methodological reasons. These will contain a mix of those who have/don't have flood cover, but we recommend skewing towards more that don't have flood cover as they will likely yield more insight. While it may be feasible to undertake online, or perhaps even face-to-face focus groups, the difficulties of convening a group among agricultural businesses particularly will make it largely impractical. In addition, we believe that semi-structured interviews would allow us to provide detailed case studies, that follow each individual through their 'insurance journey', and provide a detailed understanding of any pinch points that exist in obtaining and affording flood insurance. The final profile of the depths and the discussion guides will be steered by the findings from tasks 1, 2 and 3. The findings from the qualitative research will go directly to enhancing the level of insight in the final reports for both households and small businesses.

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- **E03: Approach and Methodology (8 sides, 40%)**
- **Data collection approach:** We are proposing a Computer Assisted Telephone Interview (CATI) data collection approach for both the household and the SME survey. We have assumed the survey will take about 15 minutes to complete. If a respondent wishes the survey to be conducted in Welsh, we will either transfer them to a Welsh speaker (if available) or set up an appointment and ensure that a Welsh speaker calls them back.
- **Sample size and sample composition**
- Household survey: We are proposing a telephone survey of 1,000 households with similar numbers of interviews in at risk and control areas. A sample size of 1,000 carries a maximum confidence interval of  $\pm 3.1\%$ , and a sample size of 500 carries a maximum confidence interval of  $\pm 4.4\%$  at the 95% level of confidence.
- The ITT highlights that the household sample needs to be broken down into representative groups across England and Wales of: leaseholders, freeholders and tenants; council tax bands; houses built before 2009 and houses built since 2009; and households at risk and not at risk of flooding.
- On a geographically representative basis, a sample of 1,000 households would yield c.50-60 interviews in the smallest regions (maximum confidence interval of  $\pm c. 13\%$  at the 95% level of confidence should you want a regional read – 9 GORs in England plus Wales). We are happy to discuss at inception the possibility of rebalancing the control sample by regions to deliver larger sample sizes in the smaller regions. Our recommendation, however is that we achieve a geographically representative profile by region separately for each of the high-risk and no risk samples (some regions contain a much higher proportion of flood-risk properties than others).
- In terms of leasehold, freehold and tenancy, in 2018-19, the government's statistics estimated that there were 4.5 million leasehold dwellings in England, equating to 19% of the English housing stock. Of these, 2.5 million dwellings (55%) were owner occupied, 1.8 million (39%) were privately owned and let in the private rented sector and the remaining 234,000 (5%) were dwellings owned by social landlords and let in the social rented sector.
- Research commissioned by the Welsh Government and conducted by legal academics at the Universities of Kent, Bangor and York identified that 16% of properties in Wales are leasehold. Although the proportion of households that are owned is somewhat higher in Wales than in England (67% cf. 63%), we would expect the breakdown by tenancy in Wales to approximate that outlined above for England.

Combining this information with Census data relating to tenure, and based on a total sample of 1,000 we would expect the sample to break down as shown in the table below on this basis. <b>Tenure</b>	<b>Leasehold</b>	<b>Freehold</b>	<b>TOTAL</b>	<b>Max CI</b>
Owned	110	520	<b>630</b>	$\pm 3.9\%$
Shared ownership	Na	Na	<b>10</b>	Na

Social rented	10	170	<b>350</b>	±5.2%
Private rented	80	90		
Living rent free	Na	Na	<b>10</b>	Na
<b>TOTAL</b>	<b>200</b>	<b>780</b>	<b>1,000</b>	±3.1%
Max CI	±6.9%	±3.5%		±3.1%

#### **E04: Proposed Project Team (2 sides, 25%)**

The project director and board sponsor for this project is [REDACTED], who led the research for the Independent Review of Flood Insurance and is also involved in the current Defra Household Water Usage programme. The day-to-day contact is [REDACTED] and the qualitative lead is [REDACTED] (supported by [REDACTED]), all of who also worked on the independent review project. [REDACTED] has been assigned to be lead reviewer should the rapid evidence assessment go ahead. The research team is supported by [REDACTED] in operations and Data Solutions. Your account team members all bring extensive experience from a range of similar programmes.

*Note; we did not see an appendix D among the ITT documents, but staff days per milestone are submitted (as requested) in the pricing schedule (appendix B). We are happy to complete this form (appendix D) on receipt.*

[REDACTED] **Chief Research Officer**, will act as the Project Director, and will lead the overall programme, being accountable and responsible for ensuring the programme is delivered on time, on budget and to the required quality. He will oversee all reports, be responsible for final sign off, undertake dissemination activities, and attend project meetings. [REDACTED] has nearly 30 years' experience in the research industry, working for many of the major organisations such as MatrizCX and Ipsos across the UK and US. During this time, he has led the Ipsos Customer Experience and Loyalty division globally and worked with major blue-chip organisations across many sectors. [REDACTED] has led the majority of our recent work on behalf of Defra, and was responsible for delivering the Independent Review into Flood Insurance in 2020. He is currently heading up our ongoing work with Defra looking into Household Water Usage across England and Wales.

[REDACTED] **Associate Director**, will act as the Project Lead, and be the day-to-day contact for the project. She will support [REDACTED] in the management of the project, providing input into all aspects of design from inception, to set-up, through to analysis and reporting. She would be involved in all meetings and workshops. [REDACTED] will lead on the development of the questionnaires, will oversee fieldwork, and will be involved in all of the analysis and reporting. [REDACTED] has over twenty years' experience as a specialist quantitative researcher, and works with key clients on public attitudes and business surveys, and has been heavily involved in our work on behalf of Defra. She also leads on our work on behalf of BEIS, and is responsible for the ongoing delivery of their Longitudinal Small Business Survey. [REDACTED] has over twenty years' experience as a specialist quantitative researcher, and is responsible for the successful delivery of a wide range of consumer and business research studies.

[REDACTED] **Research Manager**, will support [REDACTED] in the management of the project, providing input into all aspects of design from inception, to set-up, through to analysis and reporting. She would be involved in meetings and workshops. [REDACTED] has over twenty years' experience as a specialist quantitative researcher, and is responsible for the successful delivery of a wide range of consumer behaviour and public attitude studies, and research with businesses. [REDACTED] has recently completed our work with Defra on their Marine Literacy research, and is currently working on their Survey of Household Water Practices. She will focus on fieldwork management and monitoring and will be heavily involved in the reporting aspects – checking data and producing reports ready for review and sign off by senior members of the team.

[REDACTED] **Research Director**, would be responsible for the Rapid Evidence Review, should it be commissioned. [REDACTED] has over 12 years' experience working in applied social research and consultancy and has previously worked for the Learning and Work Institute (L&W), CFE Research and Consulting and the International Centre for Guidance Studies (iCeGS) at the University of Derby. She specialises in research in the employment, business, education and skills sectors. She has expertise in

managing, designing, and delivering quantitative and qualitative projects and is experienced in a range of research and evaluation approaches including literature reviews, REAs, theory-based design and behavioural approaches. [REDACTED] has led projects for a variety of national and local organisations including, the Department for Business, Energy, and Industrial Strategy (BEIS), the Department for Education (DfE), the Education and Skills Funding Agency (ESFA), the Department for Work and Pensions (DWP), the Welsh Government, CITB, and the Money Advice Service.

[REDACTED] **Research Manager**, will lead on the qualitative components of the research programme, including the design, conduct and analysis of the depth interviews. She will also assist [REDACTED] with the REA. [REDACTED] has almost ten years' experience in social research. Prior to joining BMG, [REDACTED] worked as the qualitative lead for YouGov Special Projects, where she was responsible for integrating qualitative and quantitative research to feed into policy development and behavioural change campaigns. [REDACTED] conducted the qualitative research for the Independent Review (supported by Hollie).

[REDACTED] **Research Executive**, would support [REDACTED] on the qualitative components of the research, undertaking depths and contributing to the qualitative analysis and reporting. She will also assist with the REA. [REDACTED] joined BMG on our Graduate Research Executive Scheme a few years ago and has worked on a variety of projects since joining the business. Recently she has worked with the Department for Health and Social Care on their weekly public perceptions of Coronavirus tracker.

[REDACTED] **Database Manager**. [REDACTED] joined BMG in 2002 and is currently Database Manager, responsible for overseeing BMG database/sample management. She conducted all the database work for the 2018 Defra flood insurance study. She attends all internal project meetings, providing guidance on sampling and contact management. [REDACTED] works on database sampling and analysis having been involved tracking and longitudinal studies in the form of DfE Employer Skills Survey, Small Business survey for BEIS, employee and resident satisfaction, as well as customer satisfaction in the form of Ofwat's customer experience surveys.

[REDACTED] **Senior Data Services Executive**, will work alongside [REDACTED] to undertake all aspects of data weighting, analysis, and producing all of the data outputs. [REDACTED] would oversee and quality assure questionnaire scripting to ensure it is on time and accurate, and be responsible for the delivery of all data outputs. [REDACTED] has more than 20 years' experience in data management and analysis in the market research industry. He specialises in data analysis and scripting for CATI, CAWI, CAPI and PAPI, and has worked with complex and multi-country studies, tracking and ad hoc, across both household and business surveys.

[REDACTED] **Operations Director**, [REDACTED] will be responsible for the successful management of the CATI field team, including the quality and resourcing of fieldwork. He will ensure that all targets are met, fieldwork schedules are followed and that interviewers conduct the interviews in a professional manner, with high quality responses and data. [REDACTED] has more than 15 years' experience working in an operational environment for major organisations. and has been BMG's operations manager since 2018. He has been responsible for all our successfully delivered CATI and CAPI research in that time – including large-scale surveys for clients such as Defra, BEIS and DfE, and various government agencies and customer satisfaction research for a range of clients including water companies, housing associations and police forces.

## **E05: Project Management (10%)**

### **Organisational approach**

BMG successfully runs many large-scale research and evaluation studies in any one year – with an average of between 100 and 150 'live' projects at any one time, ranging from £20,000 to over £500,000 in value. To ensure seamless delivery of this contract, Project Director, [REDACTED] nt, and Project Lead [REDACTED] will have hands-on involvement at every stage, ensuring that the study is fully resourced, runs to time, and delivers the high standards expected.

BMG operates to the Prince2 (Projects in Controlled Environments) project management approach, adopting a number of key features including: a focus on clear aims and objectives; a defined structure for project management; a task-based planning approach; dividing the project into tasks, stages and milestones (as indeed you have done in your tender document). Adherence to the Prince2 approach ensures effective implementation and management of any research project. Key components are:

- Project inception phase, involving an inception meeting with you and your stakeholders, and a familiarisation phase for the BMG team (resulting in a project initiation document);
- Project planning, involving the identification of tasks, stages and milestones and the allocation of resources across the business (for example, researchers, sampling specialists, interviewers, data processing, analysts etc.);
- Risk assessment and associated mitigations;
- Monitoring and controlling the different project stages through internal weekly project meetings (with the client at agreed points), reviewing plans and monitoring progress;
- Managing successful delivery of research reports;
- Ensuring final completion of projects, including end of project reviews and final client 'sign-off'.

Senior staff input into all stages of the research process, including analysis and final reporting. No report is submitted to the client without a Director's formal and documented sign off and all reports are subject to an internal quality assurance procedure.

Key to the success of the project is its ability to stimulate and inform policy debate. This will only be achieved if we ensure we build a strong and positive relationship with the Defra team, and that we take all opportunities to work together to disseminate emerging and final findings

#### **Keeping the Authority informed**

BMG prides itself on the relationships we build with our clients, and, along with our technical experience and expertise and our operational capabilities, this forms one of the cornerstones of our offer. We recognise that the successful delivery of the project rests on our ability to communicate effectively and regularly with the Defra team, and on being entirely open to scrutiny, and to suggestions and ideas put forward by the client.

We would as a minimum provide at least weekly updates on progress and fieldwork achievement, as well as arranging fortnightly video catch-ups between BMG and the Defra team. The content and format of these updates would be agreed at inception, and adapted and expanded as the research programme progresses and emerging information requirements become evident. We will ensure that these updates are relevant, concise, and highlight any issues, along with recommendations for solutions to any issues identified.

As important, we believe, is the less formalised engagement we have with our clients. While we will provide weekly updates as outlined above to an agreed timetable, in reality we find we have much more frequent dialogue (often daily if required) with our clients, particularly at the key inception, development, piloting and reporting stages. In having such conversations, we always ensure that, as well as a senior member of the BMG research team, other relevant members of the project team are in attendance (e.g. statistical experts where discussions focus on analysis) to ensure maximum utility of conversations, and full oversight at a senior level of all aspects of the project.

Our aim is not to over-burden the Defra project team with detailed information that offers little substantive value, but to involve you at key points throughout the lifetime of the project and to ensure that we all share a common vision for the project in terms of its implementation and ongoing development and refinement. On a more formal basis, we would attend regular stakeholder steering group meetings, at which we would present findings to date, and facilitate a workshop to discuss how these might inform developments in the survey content and/or design.

#### **Risks and mitigations**

A full risk assessment will be carried out at inception stage, and all risks and mitigations will be agreed with you. Given the dynamic nature of the Covid-19 situation, BMG will review and update the risk register weekly, and provide monthly updates to Defra (more frequent if we agree this is necessary). The risk register will be comprehensively reviewed and updated with Defra during regular project review meetings. Due to the need to be concise in our submission, we list below some examples only of the key risks and mitigations (listed below each risk) we have so far identified:

**Fieldwork undertaken during Covid pandemic, resulting in responses being influenced by Covid impacts:** Likelihood: Medium. Severity: High. Make questionnaire modifications to identify pre-Covid behaviours and understand Covid impacts on a wider range of issues and behaviours so that project findings can be contextualised.

**External events during fieldwork (such as flooding or other weather events) influence survey responses:** Likelihood: Low. Severity: Medium. Opportunity to pause fieldwork with no financial penalties so that mitigations (such as questionnaire adaptations) can be considered and applied.

**Insufficient conceptual understanding of the study's context and purpose:** Likelihood: low. Severity: high. Thorough inception process; BMG's previous track record in delivering related projects (Doncaster Floods Review and the 2018 flood insurance study); strong senior team with relevant experience assigned to project; depth of team to cover absences; collaborative design process and frequent communication with Defra team.

**Poor design/coverage of survey questions:** Likelihood: low. Severity: high. BMG has already developed and tested a range of relevant questions through previous related studies; Pre-survey cognitive testing; collaborative design.

**Data collection delay due to failure to agree questionnaire and sample:** Likelihood: low. Severity: medium. Early inception meeting for each phase of the research; development of project plan which details key dependencies and accountabilities; agree dates for key design elements; swift turnaround by BMG on receipt of feedback to drafts and final sign off.

**Inability to identify changes and sustained changes over time:** Likelihood: low. Severity: medium. Ensuring consistency as far as possible between waves.

**Area/questions within the questionnaire are misinterpreted:** Likelihood: low. Severity: high. Use and adaptation of previously tested survey questions; In-depth development phase and cognitive testing.

**Questions missed:** Likelihood: low. Severity: high. Full testing, running dummy frequencies to ensure all questions and associated routing have been implemented correctly.

**Data collection delayed through poor response rate:** Likelihood: medium. Severity: medium. Manage fieldwork activity effectively, by monitoring achievement daily; conservative estimates of response rates in sample design.

**Error or bias in data processing:** Likelihood: low. Severity: high. BMG accountable for all data processes, dedicated DP executives working on the programme, dedicated validation unit.

**Deliverables production delayed through processing:** Likelihood: low. Severity: high. Report structure and style agreed in advance, experienced personnel from BMG allocated to reporting.

**Key personnel on the project team are ill or leave:** Likelihood: low. Severity: low. Keeping records at all stages of the project, including project manual, transfer of knowledge and new team members brought onto the project. Depth of core project team in terms of seniority and expertise from the outset ensures coverage for all planned/unplanned absence.

## Annex 5 Supplier Clarification

### **BMG responses to Defra questions regarding our proposal for: Affordability and Availability of Flood Insurance**

*Defra: Please set out your experience and approach to conducting literature reviews*

BMG response: Should a literature review be required, as stated in our response to your ITT, BMG would undertake a Rapid Evidence Assessment, that identifies, critically appraises and synthesises any evidence that is identified.

The process would start by identifying and agreeing with you the primary research question to be addressed. As you propose that the REA should follow both quantitative surveys, it is likely that survey findings will inform the focus and primary research question for the REA. However, as suggested in the ITT, the primary research question would likely address is what are the enablers and barriers to securing flood insurance among specific groups (likely to be tenants, lease/freeholders and agricultural businesses).

Secondary research questions might address:

- • To what extent do key target groups place value on flood insurance;
- • How many have been unable to find/afford adequate cover and what are their characteristics/circumstances;
- • What have been the impacts (short and medium term) of cover not being available/affordable, and how have these impacts been managed;
- • What have been the experiences of those with cover in terms of any claims made, adequacy of cover and how this cover has managed the impacts of flooding.

Once the research questions have been agreed, we would propose to you a protocol for the REA. This protocol would follow the template as set out in appendix 15.2 of Defra's 'How to' Guide as referenced in your ITT. Once again, the findings of the Household and Small Business Surveys will no doubt influence the keywords for the REA that will be set out in our protocol. However, we anticipate such words to include 'flooding impacts'; 'UK flood insurance' – both cost of and availability of; 'flood risks'; 'small business flood insurance'; 'domestic flooding'; 'business interruption' and so on. This protocol will be reviewed and agreed with the Project Board, following which a systematic search for evidence will be implemented, looking across both academic and grey literature relating the availability and affordability of flood insurance. The review will focus on two key areas. Firstly, the availability of flood insurance, addressing but not limited to: who provides it; to what groups; are qualifying criteria attached; what groups are notably under-represented in terms of provision; the number of active providers in the market place and how this has changed over time. Secondly, we will explore the affordability of flood insurance: trends in costs over time; limitations placed on cover at certain levels and premiums charged for cover; groups which have ceased to take up cover due to cost, and any evidence of providers ceasing to offer cover/offer cover to particular groups.

We will build on materials BMG has already through our previous studies exploring this area and any materials Defra have or recommend. We will then undertake a further scan using a set a key search terms and search locations to identify potential materials. These will be screened on the title and abstract to select those most relevant for the research. Potential materials are likely to include: policy comment, thought-piece, guidance, literature or evidence review, and primary research (qualitative, quantitative or mixed-method). Given the dynamic context of the policy area, we are proposing to limit the search to materials published within the past 5 years, focused on the UK context, and available online. We would be happy to discuss this time frame with you if you thought it might be too restrictive. We would also look to identify and prioritise reviews of reviews which have already scoped activity in this policy area.

Search locations will include bibliographical databases (e.g. Biosis Citation Index, Scopus, JISTOR), peer reviewed evidence as well as the websites of key organisations e.g BIBA. We will actively seek out grey literature in order to minimise publication bias.

We would also look at the websites and publications lists of key bodies and research organisations including BIBA, Flood Re, 'Which' and other stakeholder resources. Final research terms and locations will be agreed with you during the project inception, but we will be pragmatic and make refinements during the search process to ensure the search time is maximised.

Once the evidence has been extracted, it will be critically appraised using a template similar to that detailed in Appendix 15.4 of Defra's 'How to...' Guide. This will allow us to assess the robustness and relevance (as a combined score) of all collated evidence, prior to submitting the evidence for synthesis and reporting. During this process, we will undertake a critical appraisal of the evidence, so that that which is considered to be more relevant and robust will be given greater weight when answering the research questions

addressed by the REA. Furthermore, our report will highlight where there is consistency in the evidence, where it is mixed or indeed where different sources contest each others findings. Findings, lessons learned, and best practice will be extracted from the key papers and synthesised to draw out key themes of relevance to the research questions.

As specified in our response to your brief, we have allowed 15 person-days for this exercise but are happy to discuss variations on this (allocating more or less resource) once it has been decided if this phase of the project will be commissioned, and if so, what the scale of this should be.

*BMG's experience of Literature Reviews/REAs:* BMG have undertaken numerous literature reviews/REAs, recent example of which include:

- • A literature review to inform the redesign of Adult Social Care provision on behalf of a County Council in the South East of England. The review explored the outcomes for clients as a result of the re-design of ASC services in other parts of the Country, considering issues such as the impacts on the amount of provision, cost of provision and the quality of providers as perceived by clients, families and other stakeholders.
- • A review on behalf of the MoD exploring careers choices amongst 16 – 18 year olds who did not go on to pursue a course in FE but opted for other, primarily vocational routes. Issues addressed included the motivations and drivers for post 16 career choices amongst young people and their parents, as well as longer term outcomes associated with the different paths and opportunities available to young people.

- A review on behalf of Aston University to explore the drivers towards entrepreneurial behaviours, addressing what are the characteristics of latent entrepreneurs, what influences can unlock these entrepreneurial aspirations and what others can block these and drive potential entrepreneurs away from this journey. Issues covered included access to business support, access to finance and the influence of friends and family on decision making. *Defra: We have concerns on sample representativeness:*
  - How BMG will recruit the sample
  - CATI versus internet
  - *Self-reporting and limitations with sample's knowledge of a) flood risk b) flood exclusions as key issues that arose from the Doncaster review.*

*Please clarify how BMG will ensure the data sample is representative and addresses the self-reporting issues with regard to flood risk and exclusions.*

BMG response: BMG will recruit sample from RDD (landline) and lists of mobile numbers. The at-risk sample will be derived from postcodes that match at-risk areas (the ITT highlights that Defra expect to be able to supply the Environment Agency's/Natural Resources Wales' at-risk database, which provides the full postcode and flood risk level for all addresses at risk of flooding in England and Wales). The control group sample will be sourced in the same way except from control-group postcode areas, with quotas on geography/region, tenure type, council tax band and age of property (pre/post-2009). These quotas will ensure that the profile of completed interviews is representative of households. We will ascertain profile information from various sources, and examples of profiles by tenure type and council tax bands were illustrated in our proposal (E03).

Mobile numbers can be sourced (by postcode) with lifestyle data that included certain characteristics of people to help towards achieving target quotas.

The profile of people and homes in the high-risk areas may be slightly different to that of the national profile. We suggested in our proposal that:

If other (non-geographical) profiling information can be established separately for the at-risk and control groups, we could consider aiming to match representativeness for each of the groups separately. However, our recommendation is to match both groups to the national profile to avoid any potential differences being caused by differing characteristics of the two samples (to be discussed at inception).

The issue here is that the household profile of the at-risk group may be different to that of the control group. For example, we might find that people who live in flood-risk areas have on average a lower HH income than those in the control group. If that were the case, that could be a cause for differences in attitudes towards flood insurance which would distort the at-risk/no-risk comparisons. One possibility is to match the at-risk and control group profiles for a fairer comparison – we look forward to discussing this with Defra at the inception meeting should we be successful.

In the 2018 study, BMG used a combination of the Environment Agency and Flood Re data bases to maximise efficiency and effectiveness of sample composition. We would be happy to discuss at the inception meeting if this approach should be replicated.

It should be noted that our database specialist [REDACTED] who would be working on this project, also worked on sample composition for the 2018 study.

The representative part of the small business sample (non-agricultural) will be sourced in a similar way with quotas set on company size and industry sector to ensure representativeness.

*CATI versus internet:* We have proposed a fully CATI mode of data collection for this project. This is primarily for reasons of comparison to the most recent 2018 study – for time series analysis. It is also the most practical; it would be difficult to find people via internet panels that lived in at-risk postcodes and even more difficult to ensure they were representative.

*Self-reporting challenges:* BMG conducted the research for the Doncaster Review and we acknowledge that there was an element of uncertainty among respondents regarding their level of flood cover and flood risk. Our research in Doncaster showed that:

Knowledge of flood cover among those who organised their own insurance also shows significant differences between owners and tenants:

- 72% of owners confirmed that they have either buildings (71%) or contents (68%) insurance that covered flood damage;
- Only 25% of tenants confirmed they had contents insurance that covered flood damage, with 50% saying they did not.

In addition, a significant number of owner-occupiers confirmed that they had flood exclusions applied to their insurance:

- 6% of buildings insurance and 6.5% of contents insurance did not cover flooding;
- A further 21% of owner-occupiers did not know whether their buildings insurance covered them for flooding (perhaps surprising in itself given that these responses are from residents in an area that had so recently flooded).

Understanding people's perceptions and knowledge of flood insurance is a very valuable exercise (as well as knowing what their actual cover is). The fact that 21% of owner-occupiers did not know whether their buildings insurance covered them for flooding is an insight in itself – one that can be acted upon. However, there are things we can do to try to increase the accuracy of reported flood risk and flood exclusions. We propose to ask respondents questions as set out below, which would help us to assess and enhance the likely accuracy of their answers:

- When was the last time they reviewed their policy and the cover it offers - if this was outside of the last 12 months we will ask them if they are able to refer to their policy when answering the key set of questions. Where they state that this is not possible whilst on the call, we will ask them to confirm their answers via a secure link which will be sent to them following the survey, containing the answers they have already provided for them to verify.
- The last time their local area was flooded and if they have ever checked/confirmed the level of flood risk in their local area. Where they have not done this, this will be noted in the survey responses. We will of course append the known level of flood risk at a case level using the postcodes provided by respondents.

It clearly would not be appropriate to only survey those people who can be certain of their answers to these questions as this would introduce unhelpful bias in to the survey responses. Nor would it be practical to ask respondents to find and read their insurance documentation during the interview. We therefore believe that the approach we have described here provides a balance between potentially hindering participation levels in the survey (and hence inadvertently introducing bias), and ensuring that the responses provided are as accurate as they can be.

*Defra: The Gantt chart reflects the programme of work, but we have concerns over BMG's approach to contingency planning given the impact of Covid-19 and potential for long term absences.*

**BMG response:** BMG have continued through the Covid pandemic with all modes of interviewing except face-to-face. We have continued to operate effectively working from home and have

successfully completed both B2B and consumer telephone surveys for a range of government clients. With regard to the potential for long-term absence of key BMG project staff; we operate a mirroring system where each core team member has a 'mirror' of equivalent grade and skill-set who can step in should they be required. The mirrors for our core project members are shown below: [REDACTED] (Project Director)

[REDACTED] Project Lead  
[REDACTED] day-to-day project management

[REDACTED] Literature review  
[REDACTED] qualitative lead  
[REDACTED] database specialist  
[REDACTED] data analytics

[REDACTED] (BMG Managing Director). [REDACTED] has more than 25 years' experience in social research, with particular expertise in quantitative studies. [REDACTED] has led numerous studies amongst both businesses and residents, currently acting as the senior lead on our work with BEIS to deliver their flagship Longitudinal Small Business Survey.

[REDACTED] (Associate Director). [REDACTED] has approaching 20 years' experience as a social researcher, leading on a number of BMG's most significant programmes, including our work on behalf of HSE, DVSA and Aston Business School.

[REDACTED] is a senior researcher working extensively across many of BMG's key programmes. [REDACTED] has recently delivered a quantitative study on behalf of FSA to explore issues around food affordability for families with members who suffer food hypersensitivities, as well as delivering our most recent project on behalf of HMRC exploring public perception of the quality of services delivered by Police Forces and the Fire Service.

[REDACTED] (Research Director). [REDACTED] has approaching 15 years' experience as a social researcher and is an accredited MRS assessor. She has conducted a number of literature reviews. [REDACTED] manages a number of BMG's flagship tracking studies, including our work on behalf of Visit Britain which provides the Official Statistic for day visits in England.

[REDACTED] (qualitative research manager). [REDACTED] is a senior qualitative researcher with more than 10 years' experience in social research. [REDACTED] manages our relationships with both Public Health England and Public Health Wales, where we undertake research both to explore attitudes towards vaccinations, as well as studies to explore peoples' comprehension of public health information relating to cancer screening programmes.

[REDACTED] (database specialist). [REDACTED] has more than ten years' experience managing and analysing data sources. [REDACTED] is one of BMG's senior sampling specialists and supports on quantitative studies amongst both B2B and consumer audiences.

[REDACTED] (data analytics). [REDACTED] is a senior data analyst with more than 15 years'

experience in social research. [REDACTED]  
supports on large quantitative studies, and  
has particular expertise in CATI and consumer  
surveys.

## **SCHEDULE 6 - NON-DISCLOSURE AGREEMENT**

THIS NON DISCLOSURE AGREEMENT is made the [insert day] day of [insert date] (the "Commencement Date"

BETWEEN:

[Insert full name of contractor] of [insert full address but if registered company please insert the following - (registered in England and Wales under number [insert company number])] whose registered office is situated at [ ] (the "Contractor");

and

[Insert name and address of the Staff member, professional advisor or consultant of the Contractor ] (the "Disclosee").

(each a "Party" and together the "Parties").

WHEREAS:

(a) The Contractor has contracted with the Secretary of State for Environment, Food and Rural Affairs (the "Authority") to provide goods and/or services to the Authority in an agreement dated [insert date] (the "Contract").

(b) The Contract places an obligation of confidentiality on the Contractor. The Disclosee is an [insert employee, professional advisor or consultant] of the Contractor engaged in the provision of certain goods and/or services to the Authority in support of or in connection with the goods and/or services to be provided by the Contractor under the Contract.

(c) The Disclosee may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Contract requires the Contractor to ensure that the Disclosee enters into a non-disclosure agreement with the Contractor on the terms set out herein.

(d) Any Confidential Information disclosed by the Authority or the Contractor to the Disclosee, whether contained in original or copy documents, will at all times remain the

property of the Authority together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

NOW IT IS AGREED as follows:

#### Definition and Interpretation

1. In this Agreement:

a) "Confidential Information" means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets, formulae, processes, designs, specifications, the Authority data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of which the Disclosee owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority and all personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679); whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;

b) "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 of any regulatory body of which the Contractor is bound to comply.

2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.

5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

## CONFIDENTIALITY

6. The Disclosee undertakes to: keep confidential all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Contractor's delivery of the goods and/or services under the Contract without the prior written permission of the Authority.

7. The Disclosee will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.

8. The Disclosee shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Contractor, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority from time to time for the handling and storage of Confidential Information, generally or for specific items.

9. The Disclosee will not disclose any Confidential Information or any part thereof to any third party.

10. Where the Disclosee is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Contractor shall institute and enforce such disciplinary proceedings as against the Disclosee in relation to such breach.

11. Where the Disclosee is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Contractor to terminate the contract of engagement with the Disclosee immediately, and the Contractor shall enforce such right of termination as against the Disclosee in relation to such breach.

12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Contractor or where so required by the Authority and notified to the Disclosee, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.

13. The Confidential Information will not be used by the Disclosee for any purpose or in any way other than under this Agreement.

14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:

14.1 Disclosure of Confidential Information by the Disclosee when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;

14.2 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;

14.3 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;

14.4 Possession of Confidential Information by the Disclosee where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;

provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.

15. The Disclosee shall: notify the Contractor and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.

16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).

17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registrable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.

18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.

19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.

20. Without affecting any other rights or remedies that the other Parties may have, the Disclosee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

## GENERAL

21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.

22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.

23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.

24. No term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.

25. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.

26. The courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

This Agreement has been entered into on the date first written above.

SIG



SIGNED by the Disclosee:



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