

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: TIS0750

THE BUYER: The Insolvency Service

BUYER ADDRESS Stratford,
1 Westfield Avenue,
London,
E20 1HZ

THE SUPPLIER: Emergent Crown Contract Office Furnishings
Limited

SUPPLIER ADDRESS: Unit 5-10 Browmills Industrial Estate
Brighouse Road
Halifax
West Yorkshire
HX3 8EF

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24th January 2025.

It's issued under the Framework Contract with the reference number TIS0750 for the provision of an Office and Home working Furniture Contract. The contract aims to ensure that the Authority has an accessible route to acquire furniture requirements, following mandatory Display Screen Equipment (DSE) training and risk assessment and wider reasonable adjustment assessments.

CALL-OFF LOT(S):
Furniture and Associated Services 2 RM6308, Lot 1.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6308
3. Framework Special Terms – Not used.
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6308:
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6308:
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6308
7. Call-Off Schedule 4 (Call-Off Tender)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS:

None

CALL-OFF START DATE: 10th February 2025

CALL-OFF EXPIRY DATE: 10th February 2028

CALL-OFF INITIAL PERIOD: 3 years (36 months)

CALL-OFF EXTENSION PERIOD: Option to extend for 1 year (12 months) expiring 10th February 2029

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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Project Version: v1.0

Model Version: v3.10

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The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £25,000.

GUARANTEE PERIOD FOR DELIVERABLES

The Guarantee Period for Deliverables is as set out in Framework Schedule 1 (Specification) unless otherwise specified in this Order Form.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The payment method for this Contract is BACS. All payments are subject to approval of the Buyer.

Payments will be made monthly, with payments 1 month in arrears.

The Supplier will issue an electronic invoice upon final and full delivery of each of the deliverables/milestones.

The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

Invoices shall be sent via email to: [REDACTED]

The Insolvency Service recognises the importance of prompt, fair and effective payment in all businesses. Being paid promptly for work done ensures businesses have a healthy cash flow. In accordance with the Regulations, the Insolvency Service includes 30 calendar day payment terms in all new public sector contracts and will work with contracted suppliers to ensure that this payment term is passed down the supply chain.

To support this commitment, the Insolvency Service operate a No PO (Purchase Order) No PAY (Payment) policy. All Invoices must comply with the No PO No Pay Policy to be considered valid and be paid.

A valid Supplier Invoice shall include the following:

1. Valid Insolvency Service Purchase Order Number;
2. Insolvency Service Contract Reference Number (if applicable);
3. Invoice must accurately map to the line items within the Purchase Order, i.e. Line Descriptions, Number of Units and Unit Price.

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The Insolvency Service may make reasonable changes to its invoicing requirements during the Term of the contract by providing 30 calendar days written notice to the Supplier.

Please note that Payment Terms, notably lead times for payment of invoices, shall be directly tied to the No PO, No Pay Policy, with Supplier Invoices requiring a valid Insolvency Service PO number to be accepted and paid. Those without a valid PO number may be returned to the Supplier. In such cases, the lead time for payment of invoices shall not begin until a valid PO is received.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

BUYER'S INVOICE ADDRESS:
Stratford,
1 Westfield Avenue,
London,
E20 1HZ

[Redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]
[Redacted]
[Redacted]

BUYER'S ENVIRONMENTAL POLICY
Appendix A INSS Sustainability Strategy

BUYER'S SECURITY POLICY
Appendix B Information Assurance & Risk Policy

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]
[Redacted]
[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]
[Redacted]
[Redacted]

PROGRESS REPORT FREQUENCY
Monthly.

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PROGRESS MEETING FREQUENCY
Bi-annually.

KEY STAFF
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]

KEY SUBCONTRACTOR(S)
Not Applicable

COMMERCIALLY SENSITIVE INFORMATION
See Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS
Not applicable



ADDITIONAL INSURANCES
Not applicable

GUARANTEE
There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

SOCIAL VALUE COMMITMENT
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|---|---------------------------------|---|
| Signature: |  | Signature: |  |
| Name: | Philip Gill | Name: | James Leadbeater |
| Role: | Director | Role: | Category Lead CS&Ops |
| Date: | 27/1/2025 | Date: | 28/1/2025 |

Framework Schedule 1 (Specification)

Framework Schedule 1 (Specification)

This Schedule sets out what we and our Buyers want.

The supplier must only provide the Deliverables for the Lot that they have been appointed to.

For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

The Deliverables and any Standards set out in Section 1 to 6 below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure to reflect its Deliverables Requirements for entering a particular Call-Off Contract.

Framework Schedule 1 (Specification)

| | | |
|-----|--|----|
| 1. | 4 | |
| 2. | 5 | |
| 3. | 7 | |
| 4. | 10 | |
| 5. | 11 | |
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| 7. | 34 | |
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| 9. | 47 | |
| 10. | 76 | |
| 11. | Specific Mandatory Requirements Lot 5 | 78 |

Annexes:

Annex A - Social Value Reporting

Annexes B - E (Lot 1 only)

Annex B - Government Workplace Design Guide

Annex C - HMRC FFE Finishes Specification

Annex D - HMRC Inclusive Design Guide

Annex E - HMRC Employer's Information Requirements (EIR) for Building Information Modelling (BIM)

Annexes F & G (Lot 3 only)

Annex F - Service Family Accommodation Technical Specification

Annex G - Single Living Accommodation Technical Specification

Annexes H & I (Lot 5 only)

Annex H - Lot 5 MOD Repair and Renovations Technical Specification

Annex I - BER Certificate

Annexes J - K (Lot 3 only)

Annex J - Lot 3 Service Family Accommodation Image/Drawing Files (Pricing Tab 1)

Annex K - Lot 3 Single Living Accommodation Image/Drawing Files (Pricing Tab 2)

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Model Version: v4

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Framework Schedule 1 (Specification)

Lot 3 Single Living Accommodation Image/Drawing Files (Tab 2/1)

Lot 3 Single Living Accommodation Image/Drawing Files (Tab 2/2)

Lot 3 Single Living Accommodation Image/Drawing Files (Tab 2/3)

INTERPRETATION OF THIS FRAMEWORK SCHEDULE 1 (SPECIFICATION)

For the purposes of this Framework Schedule 1 (Specification), unless the context otherwise requires, references to:

- (a) “product(s)” shall refer to “Goods” and/or “Services” (as appropriate);*
 - (b) “delivery” shall refer to “Delivery”;*
 - (c) “Authorities” shall refer to two or more “Buyers”, or “CCS” and one or more “Buyers”;*
 - (d) “information” shall refer to “Information”;*
- as defined in Joint Schedule 1 (Definitions).*

Framework Schedule 1 (Specification)

1. Scope of the Framework Contract

- 1.1. Crown Commercial Service (CCS) is seeking to establish a Framework Contract for the provision of Furniture and Associated Services 2, reference RM6308. The Framework Contract shall comprise of 5 Lots as detailed in Section 2 - Description of the Lots
- 1.2. CCS does not warrant that any Buyer will enter into a Call Off Contract via this framework. Each Buyer(s) will refine their requirements through a Call Off Contract that, subject to Framework Schedule 7 (Call Off Procedures), will be signed by the Supplier and Buyer(s)
- 1.3. A full list of Buyer(s) who are able to use this Framework Contract from its Start Date can be found in the Find a Tender Service (FTS) notice. This Framework Contract shall be managed centrally by CCS and Call Off Contracts shall be managed by the Buyer(s)
- 1.4. The procurement has been advertised by publishing a Contract Notice in the FTS advertising the Open Procedure under “the Regulations”
- 1.5. The purpose of this Framework Schedule 1 (Specifications) is to provide a description of the Goods and Services that the Supplier shall provide to and deliver to Buyer(s) under the Lots within this Framework Contract
- 1.6. Any Goods and/or Services listed within this Schedule, but not listed in Framework Schedule 3 (Framework Prices), shall be agreed with Buyer(s) in the Call Off Contract or provided free of charge

Framework Schedule 1 (Specification)

2. Description of the Lots

- 2.1. The Framework Contract consists of 5 Lots. All Suppliers must comply with all general mandatory requirements (set out in Section 3 below) as well as the specific mandatory requirements (referred to under each Lot summarised below)

| Lot | Description of the Lots |
|-----|--|
| 1 | <p><u>Office Furniture (Standard and Corporate)</u> Provision of general office furniture and associated services (including but not limited to office seating, desking, tables, desk screens, monitor arms, storage and accessories) in line with GPA Design Guide. Suppliers will also offer remanufactured, refurbished and recycled office furniture items to meet Buyer(s) Call-Off Contract requirements. <i>All mandatory requirements the Suppliers shall fulfil under Lot 1 of this Framework Contract can be found at Section 7: Specific Mandatory Requirements Lot 1.</i></p> |
| 2 | <p><u>MOD Office Furniture</u> Provision of general office furniture and associated services (including but not limited to office seating, desking, tables, desk screens, monitor arms, storage and accessories) in line with MOD requirements. Suppliers will also offer remanufactured, refurbished and recycled office furniture items to meet Buyer(s) Call-Off Contract requirements. <i>All mandatory requirements the Suppliers shall fulfil under Lot 2 of this Framework Contract can be found at Section 8: Specific Mandatory Requirements Lot 2.</i></p> |
| 3 | <p><u>Residential Furniture</u> Provision of residential furniture and associated services. <i>All mandatory requirements the Suppliers shall fulfil under Lot 3 of this Framework Contract can be found at Section 9: Specific Mandatory Requirements Lot 3.</i></p> |
| 4 | <p><u>High Density Steel Storage</u> Provision of a range of trade pattern static and mobile storage solutions and associated services. <i>All mandatory requirements the Suppliers shall fulfil under Lot 4 of this Framework Contract can be found at Section 10: Specific Mandatory Requirements Lot 4.</i></p> |
| 5 | <p><u>Sustainability</u> <u>Repair and Renovation</u></p> |

Framework Schedule 1 (Specification)

| | |
|--|---|
| | <p>Provision of sustainability requirements for furniture fulfilment and/or sustainable disposal. This will include, but is not limited to: Remanufacturing of own assets, Reuse of goods, Buying of remanufactured / sustainable furniture. This Lot also includes repair and renovation services.</p> <p><i>All mandatory requirements the Suppliers shall fulfil under Lot 5 of this Framework Contract can be found at Section 11: Specific Mandatory Requirements Lot 5.</i></p> |
|--|---|

Framework Schedule 1 (Specification)

3. Social Value - all lots

- 3.1. Social Value legislation¹ places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and, in Scotland, to deliver them. These benefits are over and above the core deliverables of Contracts. General information on the Social Value Act can be found [here](#)
- 3.2. Guidance published in Procurement Policy Note [06/20](#) requires that Social value should be explicitly evaluated in all central government procurements, rather than just considered as required under the Public Services (Social Value) Act 2012. Updated social value themes for public bodies can be found [here](#)
- 3.3. Suppliers must provide evidence of their commitment to Social Value and demonstrate an ability and willingness to work with CCS and Buyers to identify and help further their Social Value requirements. This is throughout the Framework Contract Period
- 3.4. Priority themes in this Framework Contract are:
 - 3.4.1. tackling economic inequality
 - 3.4.2. fighting climate change
 - 3.4.3. equal opportunity
 - 3.4.4. Buyers may wish to focus on these themes within their own Call Off process. They may also focus on the following additional priority themes outlined in the PPN.
 - 3.4.4.1. Covid-19 recovery
 - 3.4.4.2. wellbeing
- 3.5. Further details on these themes can be found in Framework Schedule 1 Annex A - Social Value Reporting
- 3.6. Suppliers are expected to act with these priorities in mind, and CCS will discuss these priorities as part of Supplier Review Meetings as detailed in Framework Schedule 4 (Framework Management)

¹ [The Social Value Act](#); the [Procurement Reform Scotland Act](#) and the guidance in the [Welsh Community Benefits guidance](#)

Framework Schedule 1 (Specification)

- 3.7. The Buyer's requirements will be set out at Call-Off. The Supplier shall comply with and/ or identify proposed Social Value initiatives, proportionate and relevant to each Call-Off Contract
- 3.8. Suppliers shall deliver measurable benefits and impacts in respect of the Social Value priorities, when identified at Call-Off
- 3.9. Suppliers shall record and report performance against the Social Value requirements, when detailed at Call-Off
- 3.10. The Supplier shall ensure all appointed sub-contracted and supply chain Staff comply with the agreed Social Value policies, initiatives and procedures
- 3.11. **Modern Slavery**
 - 3.11.1. The role of CCS and Buyer(s) is to ensure Suppliers with whom we do business understand the risks of modern slavery in the supply chain, and take appropriate action to identify and address those risks
 - 3.11.2. Guidance published in Procurement Policy Note [02/23](#) explains that the government will use its extensive buying power to help mitigate the risks of Modern Slavery occurring in its supply chain by adopting new processes and procedures, in both procurement and supplier management. <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>
 - 3.11.3. The Supplier shall assist and respond to any requirements to map the supply chain for goods supplied under this contract
 - 3.11.4. The Supplier shall demonstrate action to identify and manage the risks of modern slavery in the Delivery of the Contract, including in the Supplier's appointed supply chain
 - 3.11.5. Suppliers must be prepared, on request, to assist any relevant public body with reasonable enquiries, including potential source of goods
 - 3.11.6. CCS has identified specific risks in the furniture sector as follows
 - 3.11.6.1. Manufacturing industry
 - 3.11.6.2. The sourcing of products for the manufacturing process including plastics, steel, timber and fabrics
 - 3.11.6.3. Global supply chain
 - 3.11.7. Suppliers are required to report on Modern Slavery as specified under the relevant Performance Indicators within Framework Schedule 4 (Framework Management).

3.12. Diverse Supply Chain

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Framework Schedule 1 (Specification)

3.12.1. Government has a commitment to obtain value for money and support small and medium-sized enterprises (SMEs) through procurement as set out in the [CCS SME Action Plan](#)

3.12.2. The Supplier shall take all reasonable steps to engage with small and medium-sized enterprises (SMEs), Social Enterprises (SEs) and local supply chain partners as Subcontractors to strengthen regional supply chain resilience and reduce the impact of the Goods and Services on the environment

3.12.3. Suppliers shall report on the business they do with SMEs and SEs in Framework Schedule 1 Annex A – Social Value Reporting.

3.13. Fair, Inclusive and ethical employment practices & skills development

3.13.1. CCS and Buyer(s) consider the delivery of high quality public services to be critically dependent on a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development

3.13.2. Additionally, we expect all Suppliers and their supply chains to support and encourage employment and skills development opportunities through the performance of this Framework Contract, with a specific focus on opportunities for priority groups (including but not limited to, people with disabilities, ex-offenders, people from ethnic minorities and long-term unemployed). This should include training and apprenticeships, particularly in repair / renovation and manufacturing

3.13.3. Suppliers shall report on the set criteria as per Framework Schedule 1 Annex A – Social Value Reporting

3.14. Wellbeing & Community Benefits

3.14.1. CCS and Buyer(s) expect the Supplier to positively impact individual wellbeing and contribute to transforming local communities wherever possible. Buyer(s) may test the Suppliers' proposed methods for delivering wellbeing and community benefits as relevant to the requirements of the Call-Off Contract

Framework Schedule 1 (Specification)

4. Carbon Net Zero - all lots

- 4.1. The Climate Change Act as amended 2019, commits the UK to carbon net zero by 2050. Some Buyers may commit to an earlier deadline. Suppliers shall support Buyers in achieving their own deadline
- 4.2. This Framework Agreement provides a means of embedding carbon net zero policies and processes to meet these targets through enabling improvements such as, use of smarter technology and reductions in greenhouse gas emissions
- 4.3. In line with [PPN 06/21](#) Suppliers will be required to submit a Carbon Reduction Plan as part of their tender submission
- 4.4. The Supplier shall
 - 4.4.1. Maintain and embed their corporate carbon net zero principles, policies and procedures at Framework Contract level
 - 4.4.2. Develop, deploy and maintain appropriate management and Staffing levels to ensure all carbon net zero policies, principles and practices are in place
 - 4.4.3. Ensure compliance with all of HM Government and Buyer's carbon net zero policies, targets and procedures and act upon the instructions of the Buyer
 - 4.4.4. Support Buyers to reduce their impact on the environment, aligned to the Greening Government Commitments 2021 to 2025
 - 4.4.5. Ensure all Supplier appointed subcontractors and supply chain Staff comply with the agreed carbon net zero policies, initiatives and procedures
- 4.5. Suppliers shall be required to discuss progress during Supplier Review Meetings with CCS, as per Framework Schedule 4 (Framework Management)
- 4.6. The Supplier shall work to reduce the amount of travel undertaken by Supplier Staff and third party Suppliers by combining deliveries of goods and services where practicable
- 4.7. The Supplier shall work to reduce greenhouse gas emissions from transport by adopting the use of environmentally friendly transport solutions
- 4.8. The Supplier shall ensure that any vehicle purchases used (or predominantly used) by the Supplier for the purpose of providing the Goods and Services are in compliance with the Government Buying Standards for transport
- 4.9. The Supplier shall report on the Carbon Net Zero themes in Framework Schedule 1 Annex A – Social Value Reporting

Framework Schedule 1 (Specification)

5. General Mandatory Requirements - all lots

- 5.1. This section details the mandatory requirements that Suppliers shall be expected to fulfil in their entirety under all the Lots, in order to meet the service delivery requirements of this Framework Contract. Suppliers shall read and comply with these requirements in conjunction with each of the Lot's specific mandatory requirements
- 5.2. The Supplier shall comply with all Relevant Schedules within this Framework, and any appropriate UK legislation, guidance, Approved Codes of Practices (APoC), Industry Standards, Government Guidelines, Supplier Code of Conduct and appropriate Public Procurement Notices (PPN)
- 5.3. The Supplier shall meet the following requirements in their entirety in order to provide the Goods and Services under each Lot defined during the Framework term and until expiry of the Buyer's Call-Off Contracts from this Framework
- 5.4. The Supplier shall advise the Buyer of current appropriate best practices, the most efficient, sustainable, and value for money methods of delivering the requirements, for the Buyer's consideration
- 5.5. It is important that Suppliers take time to fully understand the Goods and Service requirements. All mandatory requirements, in conjunction with each Lot's specific requirements, shall be complied with from the Start Date. Non-compliance with any of these requirements will be considered a reason for exclusion from the Framework Contract or Framework Contract termination
- 5.6. The Supplier shall provide all Services in relation to the supply of the Goods and Services to the Buyer which shall include but not limited to
 - 5.6.1. Taking Orders for the Goods and Services from the Buyer in respect of the relevant Lot(s)
 - 5.6.2. Undertaking physical delivery of the Goods or Services ordered by the Buyer(s) in respect of the relevant Lot(s) to the required Buyer Site
 - 5.6.3. Conforming to the Charging Structure
 - 5.6.4. Undertaking and complying with any invoicing and billing requirements
 - 5.6.5. Undertaking to meet all Buyer requirements
 - 5.6.6. Providing a support function to deal with Buyer(s) enquiries and issues
 - 5.6.7. Handling Buyer Complaints

Framework Schedule 1 (Specification)

5.6.8. Complying with Performance Indicators (PI's), service levels and any reporting requirements

5.6.9. Providing a dedicated Supplier Framework Manager as set out in Framework Schedule 4 (Framework Management) and item 15 of the Framework Award Form

5.6.10. Comply with the Buyer's Management Information requirements

5.7. Core List

5.7.1. The products listed in Framework Schedule 3 (Framework Prices), Annex 1 shall become the Core List for each of the Lots

5.7.2. The Supplier shall:

5.7.2.1. Ensure that all products in the Core List for each Lot are available from the Framework Start Date, and throughout the Framework Contract Period

5.7.2.2. Review the Core List for each Lot to ensure it continually reflects the highest volume items purchased by the Buyer(s). Reviews will take place in accordance with Framework Schedule 4 (Framework Management)

5.7.2.3. Identify further opportunities to rationalise and standardise the products included those in the Core List for each Lot

5.7.2.4. Offer new, innovative and cost effective products to be considered for inclusion in the Core List as a result of developments in the furniture market

5.7.2.5. Review the Core List to identify items that are no longer relevant to Buyers or the furniture market, and that should be considered for removal

5.7.3. CCS will, at its complete discretion, approve or reject all proposed changes. Any accepted changes shall be made in accordance with Core Terms Clause 24 (Changing the Contract) and Joint Framework Schedule 2 (Variation Form).

5.8. Non-Core Products

5.8.1. In addition to the Core List, the Supplier shall make available to the Buyer(s) additional Goods and Services. These products shall be known as Non-Core Products. With CCS approval, products in high demand may be transferred from the Non-Core to Core List in accordance with Paragraph 5.7.3 above

5.8.2. Non-Core Products are to be charged to the Buyer by

Framework Schedule 1 (Specification)

5.8.2.1. Discount off the catalogue price (for products available within your existing range) - Lot 1-4, as submitted in the non-evaluated worksheets within Framework Schedule 3 (Framework Prices), Annex 1, and

5.8.2.2. Open Book Costing (if products are not part of your existing range) – All Lots

5.9. Quality

5.9.1. The Supplier shall ensure that all Goods and Services supplied under this Framework are tested to the relevant minimum technical requirements set out within this Framework Schedule in Section 6 (Framework Standards), Section 9 (Lot 3), 10.4 (Lot 4 - Performance Standards) and 11.12 (Lot 5 - Performance Standards for Finishes and Fabrics).

5.9.2. As per the mandatory requirements of each Lot and the Buyer(s) requirements, the Supplier shall ensure that all Goods and Services supplied under the Framework are:

5.9.2.1. Fit for purpose

5.9.2.2. Of satisfactory quality

5.9.2.3. Comply with the relevant specification

5.9.2.4. Free from minor defects

5.9.2.5. Safe and durable

5.9.2.6. Have a finish, appearance and construction that is acceptable to CCS and the Buyer(s)

5.9.3. Fabrics and Finishes: Fabric requirements for each of the items in the Core List, are highlighted in the specification and/or price matrix. Some fabric types and colours are named, however, fabrics with similar properties and performance standards are acceptable. Fabrics and finishes will be made available in the full variety of colours according to the fabric range supplied. This excludes any item that carries a Nato Stock Number (NSN) which will be provided in the fabric and colour range options specified

5.9.4. The Supplier shall ensure that all materials are suitable for their intended use and shall conform to the latest relevant British and European Standards, mandatory Government Buying Standards (found in Joint Schedule 5 - Corporate Social Responsibility), with consideration given to best practice Standards, Codes of Practice and current UK Statutory Regulations

5.9.5. Furniture design and manufacturing processes shall have second life and circular economy consideration to facilitate remanufacturing, repair, recycling and reuse, in part or whole, such as

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Framework Schedule 1 (Specification)

- 5.9.5.1. Products supplied are easy to repair with standard, commonly available parts
- 5.9.5.2. Components and spare parts shall be made available by the Supplier for at least 10 years after sale, to extend the product's lifetime through repair (as far as reasonably practicable)
- 5.9.5.3. Upholstered pads able to be removed, reupholstered and reattached non-destructively
- 5.9.5.4. Seat pads and soft furnishings able to be reupholstered without the use of glues and
- 5.9.5.5. Desk and table frames able to be reconfigured to different lengths without the cutting and welding of beams
- 5.9.6. Plastic parts greater than 50g shall be marked for recycling according to ISO 11469:2016 or equivalent and must not contain additions of other materials that may hinder recycling. Compliance with ISO 11469:2016 should be captured in the Lot specific catalogue
- 5.9.7. Suppliers shall place the necessary recycling information in the user manual or similar literature for plastic parts greater than 50g in weight
- 5.9.8. Suppliers should be mindful of Persistent Organic Pollutants (POPs) within the products they provide and should refer to the relevant [guidance](#) where required
- 5.9.9. Suppliers will ensure that where an item would be classed as POPs waste, that this is clearly labelled in line with 5.27 (Item Marking)
- 5.9.10. The Supplier shall make available details of desk tops: This should be in the form of computer-aided design ("CAD") diagrams that show the location of screw holes, and desk top sizes to facilitate the refurbishment of the desktop
- 5.9.11. The Supplier shall ensure that all test certification details provided with their tender submission are current and kept up to date during the Framework Contract Period as stated in 3.7.4 of Framework Schedule 4 (Framework Management)
- 5.9.12. The Buyer will decline all Goods and Services that cannot be supported with required test certification

5.10. Account Management

- 5.10.1. In addition to Framework Schedule 4 (Framework Management)
 - 5.10.1.1. The Supplier shall provide presales and after sales support, providing a positive customer experience to all Buyers
 - 5.10.1.2. The Supplier shall maintain regular communications with the Buyer and other delivery partners, working with them to ensure that all parties are kept up to date with developments,

Framework Schedule 1 (Specification)

from initial contact through to Delivery and installation of Goods and Services

- 5.10.1.3. The Supplier shall ensure the seamless coordination of processes for query resolution, ordering, product supply, logistics, installation, returns, issue and complaints resolution, product support and re-installation as required
- 5.10.1.4. The Supplier shall establish and maintain a clearly documented and defined process for managing complaints, including an escalation process, and the recording, managing, and resolving of complaints raised by the Buyer
- 5.10.1.5. The Supplier may be required to provide Management Information to the Buyer as documented in the Call Off Contract. The Supplier shall provide the Buyer(s) with relevant, and timely information upon request
- 5.10.1.6. The Supplier shall provide the Buyer with product instructions and assist when necessary
- 5.10.1.7. The Supplier shall work with the Buyer and, if requested, arrange free of charge face to face training on all products as identified by the Buyer(s). This may include (but not be limited to) DSE assessors, staff 1-2-1's or group sessions. The Supplier should provide operation and maintenance (O&M) manuals and guidance on how to use furniture in electronic form and hard copy (upon request)

5.11. Supply Chain Management

- 5.11.1. The Supplier is required to actively manage all aspects of Key Subcontractor involvement in the Call-Off Contract to ensure that all Goods and Services delivered are in line with the Buyer's requirements
- 5.11.2. The Supplier is responsible for ensuring
 - 5.11.2.1. All appointed Subcontractors are eligible to work in the UK and possess the appropriate accreditations, qualifications, and skills
 - 5.11.2.2. all appointed Subcontractors comply with all contractual requirements on quality, health and safety, environmental and legislative requirements
 - 5.11.2.3. all appointed Subcontractors possess the appropriate level of security clearances for entry to the Buyer's Premises as detailed by Buyer at Call-Off
 - 5.11.2.4. all Subcontractor performance is effectively managed via use of the KPIs, customer satisfaction and complaints

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management processes including addressing any poor performance

5.11.3. The Supplier is responsible for identifying and managing risks and resolving disputes related to Service delivery with their Subcontractors

5.11.4. The Supplier shall take all reasonable steps to engage with small and medium-sized enterprises (SMEs) and local supply chain partners as Subcontractors to strengthen regional supply chain resilience and reduce the impact of the Goods and Services on the environment

5.11.5. Actions required to enter into a new Key Sub-contract relationship or to replace a Key Subcontractor are outlined in Joint Schedule 6 (Key Subcontractors)

5.12. Timber Requirements

5.12.1. The Supplier shall procure and ensure that all timber and wood derived products originate from an independently verifiable legal and sustainable source in line with the [Governments Timber Regulations](#)

5.12.2. The Supplier may be required to provide evidence that timber products meet the requirements of paragraph 5.12.1 at any time. The Supplier shall retain appropriate documentation to provide as evidence when requested

5.12.3. Equivalent evidence from countries which demonstrates compliance with the Definition of Legal and Sustainable (where equivalent to FLEGT-licensed can be evidence of meeting the definition of 'sustainable') will be acceptable

5.13. Hazardous Materials

5.13.1. The Supplier shall avoid the use of hazardous substances including, but not limited to, substances which are radioactive, flammable, explosive, toxic, corrosive, bio hazardous, oxidisers, asphyxiates, pathogens or allergens

5.13.2. On the occasions where there are no alternatives, hazardous materials must be stored, used and disposed of in accordance with the instructions of the product Control of Substances Hazardous to Health (CoSHH) Regulations and all relevant legislation and Law

5.13.3. The Supplier shall ensure that all internal finishes, including solvents and paints are inert and meet best practice Standards for using low levels of Volatile Organic Compounds ("VOC") during their manufacture

5.13.4. The Supplier shall use products that contain low levels of solvents or are solvent-free, such as water-based paints, varnishes and/or glues

5.13.5. The Supplier shall prohibit the use of lead-based paints and primers

5.13.6. The Supplier shall meet Government guidance on [hazardous waste](#)

5.14. End of Life Disposal and Waste Management

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- 5.14.1. The Supplier shall guarantee to take-back all furniture provided, and offer a waste management service to uplift furniture at little or no cost to the Buyer, and work with them to ensure they meet external and internal targets for the reduction of waste
- 5.14.2. Where the Supplier stipulates a cost for the waste management service, the Buyer shall be provided with a breakdown of all Supplier costs. The Supplier shall detail mitigating action taken to reduce costs for the Buyer
- 5.14.3. To reduce waste to landfill, suppliers must consider all options before disposing of collected Goods. Wherever possible:
 - 5.14.3.1. Consider options for re-use
 - 5.14.3.2. Repair and refurbish the product for re-use
 - 5.14.3.3. Consider remanufacturing opportunities for the item for further lives
- 5.14.4. Where a Good is unsuitable for repair or remanufacture, the Supplier shall disassemble the item where possible to use for spare parts
- 5.14.5. Where Goods or spare parts are unsuitable for use, the Supplier shall wherever possible, recycle or use for energy recovery to avoid waste being sent to landfill, and assure that as much of the waste as possible will be recycled
- 5.14.6. Any waste to landfill must be done in an environmentally friendly manner
- 5.14.7. These Services can be delivered independently or via a Third Party
- 5.14.8. The Supplier shall provide the Buyer with appropriate evidence that the Goods has been disposed of in accordance with the requirements of the duty of care for waste as set out in the Waste Duty of Care Code of Practice 2018, or its successor.
- 5.14.9. If items have been re-used this shall include certification of the end result and ultimate end use of items, including sustainability data reporting back to Buyers that will contribute to their carbon net zero objectives
- 5.14.10. The Supplier shall take responsibility for management of their production waste. The Supplier shall develop sustainable ways of achieving zero waste to landfill and continuous improvements as advances in technology arise
- 5.14.11. Waste materials deposited into landfill sites shall be in accordance with the Government's guidance on the [classification of different types of waste](#)

5.15. Government Catalogue - General catalogue requirements

- 5.15.1. The government catalogue provides a list of Goods which will be required by Authorities during the Framework Contract Period. The catalogue will include all of the individual products listed in the Core List detailed in Framework Schedule 3 (Framework Prices)
- 5.15.2. The Supplier shall produce a catalogue for Lots 1, 2 and 3 only

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- 5.15.3. The Supplier shall ensure that a priced and unpriced version of the catalogue is held in a secure online portal for Buyers to access via the supplier's website. The Supplier website shall clearly signpost Buyer(s) to the goods and services available via the CCS Framework using appropriate CCS branded signage
- 5.15.4. The following information, as a minimum, shall be included in the catalogue
- 5.15.4.1. A generic index covering all Goods
 - 5.15.4.2. Suppliers telephone and email address
- 5.15.5. In respect of the individual product items:
- 5.15.5.1. A photographic image or other appropriate representation of the item
 - 5.15.5.2. A product description (including specification, dimensions, materials and colour / finish options)
 - 5.15.5.3. The name of the manufacturer (where appropriate)
 - 5.15.5.4. Framework reference (RM6308)
 - 5.15.5.5. Key words
 - 5.15.5.6. Name of the product
 - 5.15.5.7. The price of the product excluding VAT
 - 5.15.5.8. CCS item code
 - 5.15.5.9. NATO Stock Code (Lot 2 and 3 only)
 - 5.15.5.10. Warranty
 - 5.15.5.11. Recycled material content and
 - 5.15.5.12. Recyclability of product %
- 5.15.6. Suppliers may be required to provide a catalogue specific to a Buyer which will be detailed in the Buyer's Call Off Contract
- 5.16. Government Catalogue - Lot 2 and 3 catalogue requirements for MOD**
- 5.16.1. The Supplier shall provide the catalogue in an electronic on-line format (P2P or equivalent, Buyers' Intranet website and the Buyer's website via the Internet). There may be a requirement from some Buyers' to receive the catalogue in hard copy in conjunction with the electronic on-line format(s). Buyers' specific requirements will be detailed in their individual Call Off Contract
- 5.16.2. The catalogue structure for the Government eMarketplace shall require the completion of a catalogue builder file by the Supplier and in the required format. This is required for Lot 2 and 3 for MOD.

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- 5.16.3. Other Buyers may also have electronic or hard copy catalogue requirements that will be detailed at Call Off
- 5.16.4. This will be the master copy file which will include all products and prices etc. Access to this can be found [here](#)
- 5.16.5. The validation parameters for the catalogue builder are as follows:
 - 5.16.5.1. All mandatory fields are populated
 - 5.16.5.2. The price expiry date is after the price effective
 - 5.16.5.3. The transaction type for any changes to catalogue content is correct (e.g. NEW = ADD, etc.)
 - 5.16.5.4. There are no duplicate lines
 - 5.16.5.5. The UNSPSC codes are valid; a UNSPSC code will need to be provided for each product within the catalogue
 - 5.16.5.6. The aspect fields are correct i.e. if value is populated, that name is populated (e.g. aspect name is 'colour', aspect value is 'red' etc.)
- 5.16.6. The Supplier shall be responsible for the provision and support of the necessary infrastructure required to implement the on-line solution for the CCS and the Buyer and for any [associated running costs](#) throughout the Framework Period

5.17. E-Commerce

- 5.17.1. During the lifetime of this agreement CCS and / or Buyer(s) may migrate purchasing to an e-commerce environment. Engagement and orders must be accepted in accordance with the wider terms of the agreement within any online journey.
- 5.17.2. The Supplier shall agree to the Government wide [digital strategy](#)
- 5.17.3. The Supplier may be required to register with shared, or Buyer specific, procurement platforms during the lifetime of the agreement, such as:
 - 5.17.3.1. Registration on CCS' [Public Procurement Gateway](#) (PPG)
 - 5.17.3.2. Registration on a Buyer's Purchase to Pay (P2P) system
- 5.17.4. The Supplier may be required to pay membership fees associated with e-commerce purchasing platforms.

5.18. Design and Space Planning

- 5.18.1. The Supplier may be required to provide space planning and/or design services as part of an order placed under this agreement. Where this is the case, this service shall be provided free of charge and framework pricing should be reflective of this potential requirement.

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5.18.2. The Supplier may be required to provide space planning and / or design services to the Buyer in advance of furniture orders being placed. If this is required, the Supplier shall:

5.18.2.1. View the Buyer's premises and provide advice on suitable furniture specifications to align to the required Buyer needs and outcomes sought, including hybrid working, inclusive design, and sustainability (including materials and processes with a low carbon footprint, VOC content for example)

5.18.2.2. Provide advice and guidance on current furniture assets, and the potential for reuse, recycle, remanufacture and other sustainable solutions

5.18.2.3. Offer plans and visuals using the latest technology including 3D plans and animated virtual walkthroughs

5.18.2.4. Lead or support any Buyer or community user engagement to ensure end user needs are considered and met

5.18.2.5. Any other service required to support the Buyer in determining their needs

5.18.3. CCS are keen to ensure that Buyers have the opportunity to compliantly engage experts for design services, advice and guidance in line with the above, when determining their requirements. Suppliers shall provide day rates for a range of services at framework tender, which will be used by Buyers to place a Direct Award. Buyers will also be able to factor in the other Direct Award criteria if required.

5.18.4. Should the designs and plans be taken forward to inform a further competition and the Supplier that initially provided these services is successful, charges for these services shall be free of charge. If ultimately the Supplier that provided these services is unsuccessful, they shall be entitled to charge the buyer in line with the day rate within the framework schedule of rates

5.19. Site Survey

5.19.1. If required, the Supplier will provide a free of charge site survey service to view Buyer premises to establish the extent of work required, address site accessibility and provide advice to the Buyer

5.19.2. The site survey shall include a filing survey, ergonomic assessment and environmental impact assessment (when required by the Buyer).

5.19.3. The Supplier shall undertake a site survey for their own needs to ascertain access, parking, lift availability

5.20. Ergonomic Workplace Assessment

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- 5.20.1. Suppliers shall provide pre-sales support in terms of ergonomic needs assessment and show understanding and competence of relevant Health and Safety Regulations, European Standards and other guidance
- 5.20.2. Suppliers shall provide post-sales support in terms of the delivery and set up of furniture with adjustments, and on-going support and maintenance where required
- 5.20.3. Suppliers will not be mandated to undertake individual ergonomic assessment under this Framework Agreement as a Core Service, however Suppliers can provide this as a Non-Core service if they are able to deliver this themselves or through a subcontractor
- 5.20.4. This shall ensure Buyers can consider this as an option to buy as a complete package with a wider furniture solution, for staff with specialist needs. This shall include but not be limited to:
 - 5.20.4.1. Conducting an assessment at the required location
 - 5.20.4.2. Report completion, identifying the most suitable practical solutions and interventions that help to reduce the impact on the Buyer's staff condition. Wherever possible, product recommendations shall not include branded products
- 5.20.5. Reviewing an assessment that has been completed by a 3rd party to recommend supportive products and practical solutions and interventions that help to reduce the impact on the Buyer's staff condition
- 5.21. **Packaging**
 - 5.21.1. CCS requires all packaging used in performing the Contract to conform to the Packaging Directive 94/62/EC and the [Department for Business, Innovation and Skills Packaging \(Essential Requirements\) Regulations 2015](#) or the current packaging legislation throughout the life of the Framework
 - 5.21.2. Packaging must be sufficiently robust to ensure the Goods are securely contained and protected and must consist of readily recyclable material, and/or materials taken from renewable resources, or be a multi-use system, i.e. reusable and/or recyclable
 - 5.21.3. All packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile)
 - 5.21.4. Upholstery shall be covered in polythene wrap or similar packaging to provide protection from water and dirt. Additional packaging shall be used to protect vulnerable product parts e.g. timber legs
 - 5.21.5. Packaging shall be of sufficient strength to allow the Buyer to place the Goods in storage and under reasonable conditions maintain adequate protection over the storage period

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5.21.6. All packaging shall be labelled in accordance with para 5.30 Product Labels. Items supplied in cartons shall be marked with statutory hazard marking and handling markings

5.22. Delivery

5.22.1. The Supplier shall provide a UK national delivery service, including Northern Ireland and offshore Islands, and be able to facilitate overseas requirements if required

5.22.2. The Supplier shall deliver products in accordance with the Buyer's implementation plan

5.22.3. The Supplier shall provide the Buyer(s) with a method statement for delivery and ensure that products are delivered as per the agreed implementation plan. It is the Suppliers responsibility to obtain the correct delivery details, including address, delivery location (including floor) and access details. Suppliers shall ensure they have the necessary delivery equipment

5.22.4. Part delivery will not be acceptable, unless prior agreements have been made with the Buyer

5.22.5. Framework Prices are inclusive of all Costs and expenses relating to the delivery of the Goods and Services, and the Suppliers performance of its obligations under each Call Off Contract, including all Costs relating to travel, subsistence and lodging of Supplier Personnel

5.22.6. The Supplier may only apply additional transportation costs for those items shipped outside the UK mainland. However, the Buyer must be made aware of any supplementary shipping or transportation Costs at the time the Order is placed

5.22.7. The Supplier shall follow the Leidos Supplier Manual (link here [Leidos Supplier Manual](#)) for MOD overseas deliveries

5.22.8. For MOD deliveries, the Supplier shall provide 48 hours notice (2 working days) to the MOD Buyer

5.22.9. MOD deliveries to Army Distribution Outlets or Accommodation Stores Units (ASUs) shall be made between the hours of 08:00 – 15:00 Monday to Thursday and 08:00 – 12:00 on Fridays. Deliveries to Northern Ireland will be as above with the exception of Friday when deliveries should be made between 08:00 – 10:00

5.22.10. MOD deliveries to HM Naval Bases shall be made between the hours of 08:00 – 15:00 Monday to Thursday and 08:00 – 10:00 on Fridays

5.22.11. MOD deliveries to RAF Stations shall be made between the hours of 08:30 – 16:30 Monday to Thursday and 08:30 – 16:00 on Fridays

5.22.12. Suppliers will be required to carry photo identification for all MOD site access

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5.23. Installation

- 5.23.1. The Supplier shall install products in accordance with the Buyer specified requirements
- 5.23.2. The Supplier shall provide and agree with the Buyer a programme and method statement for the installation and ensure Goods and Services are delivered as per the agreed implementation plan
- 5.23.3. The Supplier is responsible for off-loading and portorage of products to the Buyers point of use. All packages must be securely marked to allow for easy identification
- 5.23.4. The Supplier shall be responsible for the conduct of its staff attending the site. Staff attending the Buyer premises must comply with any reasonable request made by the Buyer or CCS. Failure to comply with these requirements may result in the exclusion of staff from the site
- 5.23.5. The Supplier shall fully assemble all Goods as part of the installation
- 5.23.6. The Supplier is responsible for the security of its tools and equipment used to complete the installation
- 5.23.7. The Supplier shall remove all packaging materials, and any associated waste in accordance with 5.14, from the site and ensure the site is left in a clean and tidy condition upon completion
- 5.23.8. The Supplier shall take adequate measures to protect the building and its contents and will be responsible for any damage caused by the negligence of the Supplier Personnel
- 5.23.9. The Supplier may apply additional installation costs for items installed outside of standard working hours of 08:00-18:00 or at weekends and bank holidays, however, the Supplier must ensure that the Buyer is provided full transparency of any supplementary installation costs which are agreed at the time of ordering

5.24. Performance

- 5.24.1. Product testing shall be undertaken by a UKAS accredited test house or equivalent, accredited test house and/or in-house test house to prove conformity
- 5.24.2. The Supplier shall be permitted to provide in-house testing from laboratories holding independent accreditation in accordance with ISO/IEC 17025:2017; general requirements for the competence of testing and calibration laboratories. The Suppliers unique reference number must be included in the certification document
- 5.24.3. If requested the Supplier shall provide copies of conformity certificates and test reports indicated within the Suppliers Tender submission to undertake compliance checks

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5.24.4. All copies of certificates and test reports supplied to CCS must indicate the standard to which the product has been tested

5.24.5. All copies of certificates and test reports supplied to CCS must be written or translated into English as appropriate

5.25. Move Management and Re-Configuration

5.25.1. The Supplier shall offer a move management service to uplift the Buyers existing furniture and store and/or transfer to a new location as required in accordance with the agreed delivery plan

5.25.2. The Supplier shall offer guidance on re-use, repair and remanufacturing opportunities in line with 5.18 Design and Space Planning

5.25.3. The Supplier shall provide and agree with the Buyer a programme and method statement for the move management and re-configuration and ensure items are installed as per the agreed programme

5.25.4. Prices shall be provided on application, and must cover the uplift, storage, cleaning and reinstallation of existing furniture if required

5.25.5. The Supplier shall be responsible for the security of all Suppliers tools and equipment used to complete the reinstallation in a workmanlike manner

5.25.6. The Supplier shall take adequate measures to protect the building and its contents and will be responsible for any damage caused by the negligence of staff

5.25.7. The Supplier shall offer a furniture reconfiguration service for Framework products, including reconfiguration of mobile and static storage installations and desk conversion services at a cost agreed by both parties

5.26. Guarantee

5.26.1. To protect Buyers from item defects, the Supplier shall provide the following minimum Guarantee Period for all products, based on normal usage, as listed in the Table below

| | Lot 1 (Gov Office) | Lot 2 (MOD Office) | Lot 3 (Residential) | Lot 4 (High Density Steel Storage) | Lot 5 (Sustainability) |
|----------------------------|-----------------------|-----------------------|------------------------|--|---|
| General | 8 Years | 7 Years | 5 Years | 7 Years | 2 years |
| Structural | 8 Years | 7 Years | | | |
| Fabric | 6 Years | 5 Years | | | 5 years (reupholstered products only) |
| Mechanical Moving Parts | 5 Years | 5 Years | | | |

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| | | | | | |
|-----------------------|---------|---------|--|--|--|
| Electrical Components | 2 Years | 2 Years | | | |
|-----------------------|---------|---------|--|--|--|

5.26.2. The Supplier shall ensure accessibility to service and spares for a minimum period of 10 years at an agreed cost to the Supplier and Buyer

5.27. Item Marking

5.27.1. Items shall be marked to comply with the Product Liability legislation and include the following:

5.27.1.1. Manufacturer/Supplier Name

5.27.1.2. Date of Manufacture and Supply

5.27.1.3. Guarantee Period

5.27.1.4. Order Number

5.27.1.5. Batch Number

5.27.1.6. Chain of Custody details (where appropriate)

5.27.1.7. Nato Stock Number (The requirement to identify the Nato Stock Code within the item label is only applicable to Ministry of Defence Orders);

5.27.1.8. Asset barcode (Lot 1 requirement only)

5.27.1.9. Product Serial Number/Product Code (Lot 1 requirement only)

5.27.1.10. Contract Number (Lots 1, 2 and 5 requirement only)

5.27.1.11. Persistent Organic Pollutants (POP) waste (Yes or No) (broken down into the item's component parts if needed)

5.28. For high risk installations specific testing and appropriate labelling shall be required relative to the foam and fabric specifications

5.29. Additional Marking for Contract Seating

5.29.1. Seating shall be marked in accordance with clause 6 of BS 7176:2007+A1:2011: "Complies with BS 7176: 2007 +A1:2011 direct test medium hazard areas (not recommended for use in higher hazard areas)". The Supplier shall amend the label appropriately should there be a requirement for a higher or lower hazard area

5.30. Product Labels

5.30.1. Each pack shall be labelled with the following:

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5.30.1.1. Item Description

5.30.1.2. Product Code

5.30.1.3. Package Quantity

5.30.1.4. Weight of Package (kg)

5.30.1.5. Manufacturer/Suppliers Name

5.30.1.6. Contract Number

5.30.1.7. Order Number

5.30.1.8. Contracting Authority Reference

5.30.1.9. Date of Manufacture and Supply

5.30.1.10.Chain of Custody Number (if applicable)

5.30.1.11.NATO Stock Number (The requirement to identify the Nato Stock Code within the item label is only applicable to Ministry of Defence Orders)

5.30.1.12.Asset Bar Code (Lot 1 requirement only) and

5.30.1.13.Item Number (Lot 1 requirement only)

5.30.2. The Supplier shall attach dispatch notes to the carton where applicable

5.31. Order Cancellation Policy

5.31.1. The Supplier is to provide a free of charge cancellation policy for all trade pattern items cancelled by the Buyer within an agreed date included in the Call Off Contract on orders which have not been dispatched.

5.31.2. The Suppliers standard cancellation policy terms and conditions will apply if Goods have already been dispatched to the Buyer within the period agreed within the programme plan

5.32. Lead Times

5.32.1. The Supplier shall supply Goods and Services within a maximum lead time of 6 weeks (for Lots 1, 2 and 3) and 8 weeks (for Lots 4 and 5) from Order receipt to delivery or in accordance with specific Buyer requirements

5.33. Substrates

5.33.1. All wood particle board used in the construction of the items shall comply with the requirements specified in BS EN 312:2010 Particleboards Specifications Type P2 Requirements for boards for interior fitments (including furniture) for use in dry conditions. Additionally, particleboard shall meet requirements for Class E1 formaldehyde release as specified in this standard

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5.33.2. Any MDF used in the construction of the Goods shall comply with the Type MDF LA requirements specified in BS EN 622-5:2009 Fibreboards Specifications Part 5 Requirements for dry process boards (MDF)

5.33.3. Particleboard and MDF shall meet requirements for Class E1 formaldehyde release as specified in BS EN 622-1:2003 Fibreboards Specifications Part 1 General Requirements

5.34. Timber Finish

5.34.1. The Supplier shall ensure that solid timber is of prime quality and conditioned to a moisture content of 10% +/- 2%

5.34.2. Solid timber finish shall have straight grain and, where appropriate, match veneer selected for mild figure, straight grain and uniformity of colour

5.35. Finish

5.35.1. The Supplier shall ensure that all finishing material is suitable for the base materials used and where appropriate, have good anticorrosive protection

5.35.2. Finish shall be smooth, free from runs, orange peel, extraneous matter or any other imperfections

5.35.3. All fixtures and fittings shall have an anti-corrosive finish

5.35.4. The above applies to all timber products across all Lots

5.36. Buyer specific requirements

5.36.1. Buyers may have their own specific requirements based on the sector or department they are in. These may include but are not limited to:

5.36.1.1. NHS - Flammability

5.36.1.1.1. Upholstered furniture (furniture that has a fabric covering and/ or a filling (foam or similar) material must be fire retardant in accordance with the following

5.36.1.1.2. The health technical memorandum – HTM 05-03 part c: textiles and furnishings; 2007 provides details of all the fire standards that must be used when supplying products to NHS Trusts and healthcare premises

5.36.1.1.3. BS 7176:2007 Specifications for resistance to ignition of upholstered furniture for non-domestic seating by testing composites. Office environments within healthcare environments must be considered as medium hazard

5.36.1.1.4. Fabrics must be tested to Cigarette (EN 1021-1) and Match ignition (EN 1021-2) with the addition of Crib 5 (BS5852 : 2006) source

5.36.1.1.5. Colour fastness to rubbing to conform to BS EN ISO 105: X12: 2002 and be a minimum of Dry > 4 Wet > 4

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5.36.1.1.6. All foam must be combustion modified as defined in Schedule 1 to statutory instrument: 1998 no. 1324, consumer protection, the Furniture and Furnishing (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993 and 2010) and

5.36.1.1.7. Foam used in upholstery must conform to the relevant rating V (very server) as defined in BS 3379:2005 +a1:2011 – combustion modified flexible polyurethane cellular materials for load bearing applications – specification

5.36.1.2. NHS - Infection Control

5.36.1.2.1. Consultation between NHS Supply Chain and infection prevention and control (IPaC) practitioners has demonstrated a requirement for successful Suppliers to meet an appropriate level of sensitivity to infection control issues in patient/ clinical environments by meeting the following requirements:

5.36.1.2.1.1. Tables, cabinets and similar products must have smooth surfaces and sealed joints to allow cleaning to be undertaken and prevent internal contamination

5.36.1.2.1.2. Frames wherever possible must be solid. If hollow frames are used the ends must be securely sealed to prevent access for contamination

5.36.1.2.1.3. All solid surfaces including wood and laminate must be treated and sealed and must be able to withstand cleaning and disinfection processes

5.36.1.2.1.4. All fabrics and surfaces must be able to withstand the following cleaning and disinfection processes

5.36.1.2.1.5. Cleaning normally involves the use of detergent and water

5.36.1.2.1.6. Disinfection normally involves cleaning and drying as above then the application of hypochlorite 1000-10,000 parts per million, 70% alcohol solution of other antimicrobial agents/ steam/ disinfectants used within the cleaning guidelines of a Trust

5.36.1.2.1.7. Cleaning processes involving sodium hypochlorite at 0.5% (equivalent 5000ppm) for disinfection of frequently touched surfaces

5.36.1.3. Furniture for use in specialist environments

5.36.1.3.1. Buyers will have the opportunity to use the framework agreement to buy furniture items for use in specialist environments and will potentially require additional features and standards than those that are covered within the framework specification. These will be determined and specified at the Call Off stage

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6. Framework Standards

- 6.1. This section details the Framework standards the Supplier must comply with under the Framework and under the terms of any Call Off Contracts. Suppliers shall ensure that where standards are updated or revised during the term of the framework agreement that the latest standards are complied with
- 6.2. Suppliers should note, the relevant accreditation shall be in place before undertaking any Call Off activity under this Agreement.
- 6.3. The standards include (but are not limited to) the following:
- 6.4. **Service Management Standards**
 - 6.4.1. BS EN ISO 9001:2015 “Quality Management System” standard or be actively seeking such accreditation; or
 - 6.4.2. a Quality Management System that is as a minimum based on the principles of ISO 9001; or
 - 6.4.3. PAS91 Module O3: Quality Management Policy and Capability accreditation; or
 - 6.4.4. Construction Line (Gold) accreditation
 - 6.4.5. ISO 10007:2017 “Quality management systems – Guidelines for Configuration Management and
 - 6.4.6. The Suppliers shall ensure their Quality Control System is externally reviewed and certified by a certification body in accordance with ISO/IEC 17021:2015 Conformity assessment - requirements for bodies providing audit and certification of management systems
- 6.5. **Environmental Standards**
 - 6.5.1. BS EN ISO 14001:2015 Environmental Management System standard or be actively seeking such accreditation; or
 - 6.5.2. an Environmental Management System that is as a minimum based on the principles of ISO 14001; or
 - 6.5.3. Eco-Management and Audit Scheme (EMAS) certification; or
 - 6.5.4. PAS91 Module 2: Environmental Management Policy and Capability accreditation; or
 - 6.5.5. Construction Line (Gold) accreditation
 - 6.5.6. Directive 2012/19/EU on Waste Electrical and Electronic Equipment (or equivalent) and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent) and

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6.5.7. The Supplier to ensure that the product meets mandatory technical specifications and criteria referenced within the Government Buying Standards for Furniture

6.6. Information Security Management Standards

6.6.1. Cyber Essentials Scheme

6.7. Security Policy Framework

6.7.1. Security Policy Framework

6.8. Occupational Health and Safety Management

6.8.1. ISO 45001:2018 Occupational Health and Safety Management or be actively seeking such accreditation; or

6.8.2. an Occupational Health and Safety Management System that is as a minimum based on the principles of ISO 145001; or

6.8.3. PAS91 Module C4: Health and Safety Policy and Capability accreditation; or

6.8.4. Contractor's Health and Safety Scheme (CHAS); or

6.8.5. Safety Schemes in Procurement (SSIP) certification; or

6.8.6. Construction Line (Gold) accreditation

6.9. Structural Performance

6.9.1. BS 5459–2:2000+A2:2008 - Specification for performance requirements and tests for office furniture

6.9.2. BS EN 12521:2015 - Strength and stability of furniture

6.9.3. BS EN 16139:2013 - Non-domestic furniture. Seating. Determination of stability

6.9.4. BS EN 12529 - Castors for furniture. Castors for swivel chairs

6.9.5. BS EN 12528 - Castors for furniture

6.9.6. BS EN 1023-2:2000 - Office Furniture. Screens

6.9.7. BS EN 16121-1:2013+A1:2017. Non-domestic storage furniture. Requirements for safety, strength, durability and stability

6.9.8. BS 4680:1996 - Specification for clothes lockers. Standard duty

6.9.9. BS EN 14073-2:2004. Office furniture. Storage furniture. Safety requirements

6.9.10. BS EN 14073-3:2004 - Office furniture. Storage furniture. Test methods for the determination 'of stability and strength of the structure'

6.9.11. BS EN 527-1:2016 +A1:2019 Office furniture. Work tables. Safety, strength and durability requirements

6.9.12. BS EN 16139:2013 - Furniture. Strength, durability and safety. Requirements for non-domestic seating

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6.9.13. BS EN 1335-2:2018 - Office Furniture. Office work chair. Safety requirements

6.9.14. BS EN 1729-1:2012+A1:2015 - 'Furniture. Chairs and tables for educational institutions. Functional dimensions

6.9.15. BS EN 1729-2:2012+A1:2015 - 'Furniture. Chairs and tables for educational institutions. Safety requirements and test methods'

6.10. Flammability and Fire Tests

6.10.1. BS 476 - Fire tests on building material and structures

6.10.2. BS 5852:2006 - Methods of test for assessment of the ignitability of upholstered seating by smouldering and flaming ignition sources

6.10.3. BS EN 1021-1:2014 - Furniture. Assessment of the ignitability of upholstered furniture. Ignition source smouldering cigarette

6.10.4. BS EN 1021-2:2014 - Furniture. Assessment of the ignitability of upholstered furniture. Ignition source match flame equivalent the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (Domestic Cigarette and Match)

6.10.5. Items in use in NHS facilities:

6.10.5.1. BS 7176:2007 (Medium / High Hazard)

6.10.5.2. BS7177:2008 (Medium / High Hazard)

6.10.6. Office furniture items in use in domestic environments:

6.10.6.1. BS EN 597-1:2015 Smouldering cigarette test

6.10.6.2. BS EN 597-2:2015 Match Test

6.10.6.3. BS7177:2008 Specification for the resistance to ignition of upholstered furniture

6.11. Dimensions and Ergonomics:

6.11.1. BS EN ISO 9241-5:1999 - Ergonomic requirements for office work with visual display terminals

6.11.2. BS EN 527-1:2011 – Office Furniture. Worktables and Desks; Dimensions

6.11.3. BS EN 1335-1:2020 – Office furniture. Office work chair. Dimensions. Determination of dimensions

6.11.4. BS EN ISO 9241 – Ergonomics of human-system interaction. Usability: Definitions and concepts

6.12. Electrical Systems / Lighting:

6.12.1. BS 6396:2008+A1:2015 - Electrical systems in office furniture and educational furniture. Specification

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6.12.2. BS 6261:1982 – Method of evaluation for the application of and interaction between components in upholstered furniture

6.12.3. BS 4533 – Luminaires

6.12.4. BS EN 60598 – Luminaires

6.13. Finishes and Substructures:

6.13.1. BS 6261:1982 – Method of evaluation the application of and interaction between components in upholstered furniture

6.13.2. BS EN 438-3:2016 - 'High-pressure decorative laminates (HPL). Sheets based on thermosetting resins (usually called laminates). Classification and specifications for laminates less than 2 mm thick intended for bonding to supporting substrates'

6.13.3. BS EN 438-4:2016 - 'High-pressure decorative laminates (HPL). Sheets based on thermosetting resins (usually called laminates). Classification and specifications for compact laminates of thickness 2 mm and greater'

6.13.4. BS EN 438-9:2017 - 'High pressure decorative laminates (HPL). Sheets based on thermosetting resins (usually called laminates). Classification and specifications for alternative core laminates'

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7. Specific Mandatory Requirements Lot 1

- 7.1. This Lot is intended for the provision of Office Furniture (Standard and Corporate).
- 7.2. This section provides detail of specific mandatory requirements in conjunction with the general mandatory requirements in Section 5 that Suppliers shall fulfil in their entirety under Lot 1 in order to meet the requirements of this Framework Contract
- 7.3. Specific goods and services not included in the prices in Framework Schedule 3 – Framework Prices may be agreed between the Supplier and the Buyer(s) and added to the Call Off Schedule 5 – Pricing Details. These Non-Core products will be offered to Buyer(s) at a discounted rate as per paragraph 5.8.2.1
- 7.4. In addition to the provision of Core and Non-Core products via this Lot, Buyer(s) may request remanufactured, refurbished and recycled office furniture products from Suppliers under this Agreement
- 7.5. **Introduction**
 - 7.5.1. This Lot is intended for use by any Buyer requiring Office Furniture.
 - 7.5.2. This section will detail specific requirements for the Government Hubs Programme although any Buyer may access the products available under Lot 1 of the RM6308 agreement.
 - 7.5.3. Government Property Agency (GPA) in consultation with HMRC are leading on the Government Hub Programmes, which have been initiated to respond to the changing requirements of Government Departments and to create a more efficient property portfolio across the UK
 - 7.5.4. New hubs will and have been created to be based in strategic locations with great public transport connectivity, local amenities and a modern working environment, including technology that supports smart working. They will be shared spaces where departments can collaborate effectively together
 - 7.5.5. The government's estate vision is to create an efficient, fit-for purpose and sustainable estate. As part of that vision, the supply, delivery, and installation of furniture will be one part of a wider programme of the hub fit-out
 - 7.5.6. The Mission Statement for the GPA describes aspirations for the organisation and provides a clear target to achieve:

“to create great places to work for civil servants, enabling them to deliver excellent public services, and to feel valued for the brilliant work they do on behalf of the public”
 - 7.5.7. The GPA Vision Statement helps define what it is aiming to achieve over the coming years. By 2030:

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- 7.5.7.1. The GPA is delivering best in class workplace solutions across government
- 7.5.7.2. The Central Government non-specialist estate is amongst the most efficient, effective and flexible in the world
- 7.5.7.3. Civil servants are working in fit for purpose accommodation that supports smarter working and promotes productivity
- 7.5.7.4. The GPA is championing transformation, providing departments with innovative solutions and expertise that delivers wider business change
- 7.5.7.5. GPA solutions are commercially best in class, maximising the value from assets, and transferring risk away from departments so they can focus on their core business
- 7.5.7.6. the GPA is the place to be for UK's leading professionals in estates, commercial, project management and beyond

7.6. Scope

- 7.6.1. The Goods and Services requirements for Lot 1 – Office Furniture (Standard and Corporate) can be found in the following attachments and should be read in conjunction with Annexes B to E detailed below:

- 7.6.1.1. Annex B - Government Workplace Design Guide
- 7.6.1.2. Annex C - HMRC FFE Finishes Specification
- 7.6.1.3. Annex D - HMRC Inclusive Design Guide
- 7.6.1.4. Annex E - HMRC Employer's Information Requirements (EIR) for Building Information Modelling (BIM)

- 7.7. Suppliers should note, space planning may be required for the Government Hubs. Product pricing shall be inclusive of these requirements as per 5.18.1 of this Specification. The Buyer shall provide further detail of the Space Planning requirement at call off.

7.8. Critical Success Factors

- 7.8.1. The Supplier will be required to provide Services in relation to the supply of the Goods and Services to the Buyer
- 7.8.2. Suppliers are to deliver against critical success factors that will address the Buyer's requirements. These include but are not limited to:
 - 7.8.2.1. Working with the Buyer to deliver the vision of the Hub Programme as referenced in the requirements within Annex B
 - 7.8.2.2. Ensuring the right furniture is delivered to the right location at the right time
 - 7.8.2.3. Quality is met by compliance to the requirements detailed at 5.9 of this Framework Schedule 1 General Specification
 - 7.8.2.4. Agreed timescales are met as detailed in the Call Off Contract
 - 7.8.2.5. Value for money is achieved from aggregating demand and the application of value engineering and

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- 7.8.2.6. Suppliers adopt collaborative behaviours when working with the Buyer(s) and their other delivery partners throughout the delivery of the Call Off Contract, to achieve smooth, efficient and effective delivery and installation

7.9. Agile Working

- 7.9.1. Throughout the delivery of the Hub Programme, the Buyer(s) will be managing the works of other delivery partners who will provide complimenting services to the overall delivery of the hub fit-out
- 7.9.2. The Supplier will be required to adopt agile and flexible ways of working to ensure they can meet changes in requirements and shifts in demand throughout the programme, Call Off Contract and the overall hub fit-out. This includes but is not limited to the:
 - 7.9.2.1. Ability to be agile and work with the Buyer(s) during times when there are short notice programme changes
 - 7.9.2.2. Ability to delivery and install during and outside of standard working hours
 - 7.9.2.3. Ability to provide storage facilities if required, as driven by the programme

7.10. Collaboration and Innovation

- 7.10.1. The Supplier shall work closely with the Buyer(s), and develop collaborative relationships to ensure successful delivery of the programme and Call Off Contract
- 7.10.2. The Supplier shall adopt collaborative behaviours when working with the Buyer(s) and other delivery partners
- 7.10.3. Suppliers shall share lessons learnt with the Buyer(s) and their delivery partners to encourage performance improvements as referenced in Call Off Schedule 3: Continuous Improvement
- 7.10.4. The Supplier shall maintain active communications with the Buyer(s) and other delivery partners working with the Buyer(s) to ensure all parties are kept up to date with developments
- 7.10.5. The Supplier shall provide innovative and/or new product solutions to design challenges where required by the Buyer(s)
- 7.10.6. The Supplier shall seek to continuously improve and/or innovate in how they manufacture or how their subcontractors or supply chain partners manufacture products; and how they deliver the project to the Buyer(s) that comply with the requirements of the Framework
- 7.10.7. The Supplier will take part in cross-industry initiatives that support the Government Hubs Programme as requested

7.11. Acoustic Standards

- 7.11.1. Acoustic Standards requirements
- 7.11.2. **Grade A**
 - 7.11.2.1. Speech Audibility: Normal conversation is generally unintelligible;

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- 7.11.2.2. Typical room construction method: Solid flank walls raised floor to underside of ceiling, above ceiling barrier, front has acoustic barrier either across full width of front with small opening for return air (preferred) or extends out beyond front wall to prevent flanking noise transmission
 - 7.11.2.3. Typical Application: Generally for work office in office locations on the perimeter of internally
 - 7.11.3. **Grade B**
 - 7.11.3.1. Speech audibility: raised conversation is generally unintelligible, normal conversation largely inaudible
 - 7.11.3.2. Typical room construction method: As per Type A but higher performance wall and void barrier, front has acoustic barrier across full width with crosstalk attenuator for return air
 - 7.11.3.3. Typical application: higher performance cellular offices (people with louder voices or speakerphones), internal meeting rooms
 - 7.11.4. **Grade C**
 - 7.11.4.1. Speech audibility: loud conversation (amplified sound) is generally unintelligible, raised conversation largely inaudible, normal conversation inaudible
 - 7.11.4.2. Typical room construction method: Full height (slab to slab walls) to flank and front with crosstalk attenuators
 - 7.11.4.3. Typical application. Client facing meeting/conference rooms
- 7.12. **Description of Work**
 - 7.12.1. The scope covered within the Annex B - Government Workplace Design Guide and Annex C - HMRC FFE Finishes Specification outlines the requirements for the baseline of Finishes, Systems and Loose Furniture for the Government Hubs Programme as indicated on the project specific furniture plans, and described in the specification. All furniture images depicted are manufacture non-specific, any resemblance to other products is coincidental only
- 7.13. **Design/Performance Requirements**
 - 7.13.1. **General Requirements for Systems Furniture**
 - 7.13.1.1. Furniture provided by the Supplier shall conform in all respects to the descriptions as provided in Annex B - Government Workplace Design Guide and Annex C - HMRC FFE Finishes Specification
 - 7.13.1.2. The Supplier shall specify and supply all units, components, hardware and all parts required to assemble and install items as described in Annex B - Government Workplace Design Guide and Annex C - HMRC FFE Finishes Specification

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- 7.13.1.3. The Supplier shall be responsible for ensuring the structural integrity of any customisation required to comply with the design criteria laid out in the Annex B - Government Workplace Design Guide and Annex C - HMRC FFE Finishes Specification
- 7.13.1.4. Unless stated differently in Annex B - Government Workplace Design Guide and Annex C - HMRC FFE Finishes Specification all specification requirements listed in paragraph 7.12 shall apply
- 7.13.1.5. The Supplier shall be responsible for providing the correct model number/reference code for each item specified in Annex B - Government Workplace Design Guide and Annex C - HMRC FFE Finishes Specification If model no. / reference codes have been provided which do not reflect the description or image of the product listed, then it is the Supplier's responsibility to confirm correct specification and supply correct model no / reference code for item prior to tender return or order
- 7.13.1.6. All furniture should be asset tagged in line with framework requirements; and documented in an asset inventory
- 7.13.1.7. All furniture asset information for Government Hubs will need to be populated into the BIM model liaising with the relevant BIM modelling team to ensure all requirements are provided, as required to programme
- 7.13.1.8. No visible logo or branding tags, buttons, or plates to be used in products
- 7.13.1.9. The Supplier shall be responsible for ensuring the structural integrity of any customisation required complies with the design criteria laid out in paragraphs 7.13, 7.17 and 17.19 of this document.
- 7.13.1.10. The Supplier shall guarantee that the design and installation of all electrical items conforms to all governing regulations, including British Standards and Codes of Practice, or any foreseeable regulations

7.14. Finishes

- 7.14.1. Project designer / architect is expected to use the finish specifications as a guideline only
- 7.14.2. All fabrics / finishes specified shall be applied strictly adhering to the instructions of the finish manufacturer for application and fixing
- 7.14.3. All fabrics / finishes shall be submitted for approval and must match Architect's control samples. At further competition and prior to order the

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Supplier shall submit two (2) samples of each fabric / finish specified for approval

7.14.4. It is the responsibility of the Supplier to ensure that the fabric / finish specified matches the architect's control sample. Fabric / finishes codes given in Annex B - Government Workplace Design Guide and Annex C - HMRC HMRC FFE Finishes Specification are supplied by the fabric manufacturer / Supplier, the architect accepts no responsibility for incorrect codes – all fabric specifications shall be checked against control samples and not reference codes

7.14.5. The Supplier shall be responsible for ensuring all Customers' Own Material (COM) complies with fire regulations. If a fabric does not meet with fire regulations, the Supplier shall submit an alternative fabric for approval by architect

7.14.6. The Supplier shall be responsible for the procurement of all COM specified by the client. The cost of COM shall be included in the unit cost of the furniture item supplied by the Supplier. The lead time of COM shall be incorporated into the lead time of the furniture item and not quoted separately. The Supplier shall assume all responsibility that a COM fabric specified will work with the article of furniture specified

7.14.7. All table / desk surfaces shall be sealed with a finish pervious to normal office hazards such as heat, alcohol, water and acetone

7.15. Environmental

7.15.1. New product shall be packaged in recyclable material

7.15.2. Product shall be recyclable at the end of its life

7.15.3. All Furniture will have at minimum a recycled content (10% post-consumer 50% pre-consumer) – Supplier to provide recycled content for furniture and furnishings

7.15.4. Supplier to ensure that product meets both mandatory and, where applicable, best practice technical specifications and award criteria of the Government Buying Standards for Office Furniture

7.15.5. Rapidly Renewable Materials – The definition of a rapidly renewable material would be products made from plants that are harvested within a 10-year or shorter cycle

7.15.6. Product emissions shall meet current standards – Supplier to provide certificate if product is Greenguard Indoor Air Quality Certified

7.15.7. If product is not certified as the above, the Supplier shall provide the emission limits for all products. The limits of which are set out below

7.15.8. The Supplier to recycle all packing and material

7.15.9. Table 1: Indoor Air Concentrations

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| Chemical Contaminant | Emission Limits | Emission Limits |
|-----------------------|--------------------------|------------------------|
| | Systems Furniture | Seating |
| TVOC | 0.5 mg/m ³ | 0.25 mg/m ³ |
| Formaldehyde | 50 parts per billion | 25 parts per billion |
| Total Aldehydes | 100 parts per billion | 50 parts per billion |
| 4 – Phenylcyclohexene | 0.0065 mg/m ³ | 0.3253 |

7.16. Quantities

7.16.1. The specification of this document provides an outlined description for each furniture type. It is the Supplier's responsibility to specify all components required from the product line submitted at further competition to meet the specification requirements when applied to the Client produced space plans

7.17. Standards

7.17.1. As a minimum the furniture items must comply with the following standards. It is the Supplier's responsibility to ensure that each furniture item complies with the relevant part of each standard given. If a standard listed here has been superseded, the furniture item must comply with the new established standard

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| Structural Performance | |
|---------------------------------------|--|
| BS 5459-2 | Specification for performance requirements and tests for office furniture. |
| BS 4875 | Strength and stability of furniture. |
| BS 7945 | Non-domestic furniture. Seating. Determination of stability. |
| BS EN 12529 | Castors for furniture. Castors for swivel chairs. |
| BS EN 12528 | Castors for furniture. |
| BS EN 1023 | Office Furniture. Screens. |
| BS 1335-2 | Office Furniture. Office work chair. Safety requirements |
| BS 1335-3 | Office Furniture. Office work chair. Safety test methods. |
| BS EN 15338 | Hardware for furniture. Strength and durability of extension elements and their components |
| Dimensions and Ergonomics: | |
| BS EN 1335-1 | Office Furniture. Office work chair. Dimensions. |
| BS EN 527-1 | Office Furniture, Worktables and desks. Dimensions. |
| BS EN ISO 9241 | Ergonomic requirements for office work with visual display terminals. |
| Electrical Systems / Lighting: | |
| BS 6396 | Electrical systems in office furniture and office screens. |

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| | |
|------------------------------------|--|
| BS 4533 | Luminaries. |
| BS EN 60598 | Luminaries. |
| Finishes and Substructures: | |
| BS 6261 | Method of evaluation the application of and interaction between components in upholstered furniture. |
| BS EN 14465 | Textiles. Upholstery fabrics. Specification and methods of test. |

7.18. Warranties

7.18.1. Warranties should be provided in line with section 5.26

7.19. Detailed Specification Requirements

7.19.1. Work Surfaces

- 7.19.1.1. Work surfaces and free standing filing units shall be initially installed at a height of 730 to 750 mm unless otherwise specified
- 7.19.1.2. All work surfaces shall be of structural 45 PCF particleboard.
- 7.19.1.3. Desks / benches shall be supported at each end and at intermediate points as required to support desk top equipment with minimal deflection. Maximum acceptable deflection is 1/360 of the work surface length in accordance with established industry standards
- 7.19.1.4. Work surfaces shall be finished on all sides and edges
- 7.19.1.5. Metal to metal fixings shall be used for hardware fixing into surface

7.19.2. System Storage Units

- 7.19.2.1. Unless stated otherwise the following will apply: locks – each unit to be lockable with a single locking mechanism and different from each other. All locks shall be master keyed
- 7.19.2.2. Drawer suspension shall be heavy-duty, full-extension, progressive action metal slides with silent ball bearings and positive stop action, Accuride or approved equal. A minimum of 68kg rated load capacity

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- 7.19.2.3. All file drawers shall be provided with hanging bars to accommodate either A4 or foolscap suspended filing
- 7.19.2.4. Box drawers shall be capable of compartment segregation with dividers
- 7.19.2.5. Each unit with drawers shall be equipped with an interlocking drawer safety mechanism to prevent tipping by allowing only one drawer at a time to extend into an open position
- 7.19.2.6. Unless stated otherwise the following will apply: Drawer / door pulls to be a concealed, continuous, chamfered finger pull. Drawer / door fronts to be flat
- 7.19.2.7. Locker units shall be of suitable size to accommodate user's day to day items i.e. laptop, A4 file, jacket and bag. Individual compartments to be lockable, vertical 10 digit digital system with 4 digit code and factory setting code to be unique to Contracting Authority
- 7.19.2.8. The Supplier shall ensure that metal items manufactured from sheet steel, tube or square section are fit for purpose.
- 7.19.2.9. The Supplier shall ensure that all welding is neatly and correctly executed with full penetration
- 7.19.2.10. The Supplier shall ensure that all welding is free from distortion, oxidation arcing, blowholes or any other similar defects
- 7.19.2.11. The Supplier shall ensure that the size of weld is appropriate to the thickness of the work piece and strength for application
- 7.19.2.12. The Supplier shall ensure that all weld grinding and dressing is undertaken in a workmanlike manner to avoid impairment of the weld strength
- 7.19.2.13. The Supplier shall ensure that all notching is fitted accurately with mating components. The Supplier shall ensure that all flanges are smooth and free from any imperfections
- 7.19.2.14. The Supplier shall ensure that all burrs and sharp edges are removed

7.19.3. **Workstation Panels and Panel Accessories (where required)**

- 7.19.3.1. Panels shall be installed to workstation frame as required
- 7.19.3.2. All panel runs shall maintain a level appearance at the top of the panels, squared off with flush continuous vertical plane
- 7.19.3.3. All panel faces shall be uniform in appearance and show no 'surface undulation'.

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- 7.19.3.4. Panel hung components shall have positive locking panel connections
- 7.19.4. **Cable Management and Computer Accessories**
- 7.19.4.1. The Supplier shall allow for close liaison / coordination with the clients electrical and data cabling contractors. If required the Supplier shall attend site prior to furniture installation, to mark out on raised floor, setting out positions of furniture for purpose of locating floor boxes and grommets
- 7.19.4.2. Horizontal cable management to be a continuous wire basket running under work surface. Cable management shall be of a size able to accommodate power and data outlets, copex cables, fibre optic cables with segregated distribution
- 7.19.4.3. Adequately sized drop down cable management basket with plenty of opportunity to fix data/power
- 7.19.4.4. Cable access from under desk cable management system to topside of work surface shall be via personal power outlets on desk (a gap 100 mm) large enough to pass a 'Weiland' size cable connection through
- 7.19.4.5. Cable management shall be able to be fitted retrospectively in the field. The data cabling specification is for a 4 port power outlet. A Copex type containment with a metal GOP module with 4 RJ45 outlet. (GOP = Grid Outlet Position) Cable tray to be able to accommodate power, a GOP module and possible power chargers
- 7.19.4.6. Vertical cable distribution shall allow for flexible, concealed and protected connection from floor box / grommet to horizontal cable management. Shall have segregated distribution
- 7.19.4.7. power modules shall be 32A rated and be provided with internal circuit protection in the form of a replaceable fuse rated at 5A maximum. Each power module to be individually switched unless stated otherwise
- 7.19.4.8. Above desk power modules shall designed in such a way as to ensure clear access of outlet cord personal power specification as stated in this specification
- 7.19.4.9. The Supplier shall guarantee that the design and installation of all cable management componentry, including power modules and task lights, conforms to all governing regulations
- 7.19.4.10. CPU holder – solid support from top with cantilever base and restraining strap as required

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- 7.19.4.11. Earthing point to be identified
- 7.19.4.12. Monitor arms to be able to be received as required
- 7.19.5. **Furniture Finishes**
 - 7.19.5.1. All work / meeting table surfaces finish to be white MFC or high pressure laminate unless otherwise specified
 - 7.19.5.2. Desk frame and supports to be factory sprayed finish with colour to be project specific
 - 7.19.5.3. All meeting table bases to be satin aluminium finish or similar unless otherwise specified
 - 7.19.5.4. Upholstery fabrics to be in line with fabric range as specified
 - 7.19.5.5. Metal storage units to be factory sprayed finish colour to match system desk frame colour unless otherwise specified
- 7.19.6. **Upholstery**
 - 7.19.6.1. The Supplier shall ensure that textile products comply with the Government Buying Standards mandatory criteria for textiles. The Government Buying Standards for textiles can be found [here](#).
 - 7.19.6.2. The Supplier shall ensure that all upholstery is accurately and neatly finished
 - 7.19.6.3. The underside of each chair or seat platform shall be covered
 - 7.19.6.4. All edges should have quality finish with uniform stitching
 - 7.19.6.5. Products shall be free from loose threads and material protrusions or fastenings which may cause discomfort
- 7.19.7. **Outdoor Furniture**
 - 7.19.7.1. Provision of outdoor furniture should be provided in materials that are all weatherproof 24/7, 365 days a year. All outdoor furniture should weigh not less than 10 kgs. The furniture should have the ability to be securely fixed to the floor

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8. Specific Mandatory Requirements Lot 2

- 8.1. This Lot is intended for the provision of MOD Office Furniture, although any Buyer(s) other than MOD can purchase furniture via this Lot
- 8.2. This section provides detail of specific mandatory requirements in conjunction with the general mandatory requirements in Section 5 that Suppliers shall fulfil in their entirety under Lot 2 in order to meet the requirements of this Framework Contract
- 8.3. Specific goods and services not included in the prices in Framework Schedule 3 – Framework Prices may be agreed between the Supplier and the Buyer(s) and added to the Call Off Schedule 5 – Pricing Details. These Non-Core products will be offered to Buyer(s) at a discounted rate as per paragraph 5.8.2.1
- 8.4. In addition to the provision of Core and Non-Core products via this Lot, Buyer(s) may request remanufactured, refurbished and recycled office furniture products from Suppliers under this Agreement
- 8.5. Buyer(s) will stipulate their requirements for remanufactured, refurbished and recycled office furniture products via a Further Competition Call Off under this Framework Contract
- 8.6. **General Requirements**
- 8.6.1. NATO Stock number products will be made available in a variety of colours according to Buyer(s) detailed in the table shown below

| Camira Fabric Extreme(or Similar) | Colour | Code |
|--|---------------|-------------|
| | Panama | YS078 |
| | Curacao | YS005 |
| | Havana | YS009 |
| Chieftan Fabric Just Colours (or similar) | Colour | Code |
| | Sapphire Blue | |
| | Cobalt | |

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| | | |
|--|---------------|-------------|
| | Mulled Wine | |
| Camira Lucia (or similar) For Screens | Colour | Code |
| | Calypso | YB106 |
| | Ocean | YB100 |
| | Havana | YB009 |
| Camira 24/7 Flax (or similar) | Colour | Code |
| | Vernal | FYR02 |
| | Eternity | FYR18 |
| | While | FYR21 |

8.7. Windowless Accommodation Requirements

- 8.7.1. All windowless Accommodation to Crib 7 High Hazard when tested as a composite of fabric and foam and the Fire Label to note that the upholstery meets Crib 7 High Hazard

9. Specific Mandatory Requirements Lot 3

- 9.1. This Lot is intended for the provision of Residential Furniture.
- 9.2. This section provides detail of specific mandatory requirements in conjunction with the general mandatory requirements in Section 5 that Suppliers shall fulfil in their entirety under Lot 3 in order to meet the requirements of this Framework Contract
- 9.3. Specific goods and services not included in the prices in Framework Schedule 3 – Framework Prices may be agreed between the Supplier and the Buyer(s) and added to the Call Off Schedule 5 – Pricing Details. These Non-Core products will be offered to Buyer(s) at a discounted rate as per paragraph 5.8.2.1
- 9.4. Buyer(s) may have requirements specific to their working environments. The requirements may include modification to the Core furniture items for

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secure or challenging environments. The Buyer(s) will stipulate this requirement in their Call Off

- 9.5. The mandatory requirements for Lot 3 should be read in conjunction with Annex F - Service Family Accommodation Technical Specification and Annex G - Single Living Accommodation Technical Specification

9.6. General Requirements

- 9.6.1. Framework Schedule 3 - Framework Prices includes Service Family Accommodation (SFA) and Single Living Accommodation (SLA) Drawings and/or images found at Annex J - Lot 3 Service Family Accommodation Image/Drawing Files (Tab 1), and Annex K - Lot 3 Single Living Accommodation Image/Drawing Files (Tab 2), which includes Lot 3 Single Living Accommodation Image/Drawing Files for Tab 2/1, Tab 2/2 and Tab 2/3. All products should be manufactured in line with the relevant Drawings/and or images.
- 9.6.2. Where the SFA Drawings ending with the letter (a) state 25mm MFC board, this should be replaced with 18mm MFC board.
- 9.6.3. MFC (or similar) products shall be panel based (with the exception of items 1005a and 1006a) where a solid timber under frame is required. The overall appearance of the finished items shall resemble those in oak solid/veneer. Performance standards shall match those for oak solid/veneer products
- 9.6.4. Any mention of fittings within the SFA Drawings implies the type and/or performance levels only, alternatives may be offered. The Supplier shall ensure that the fittings comply with the specification
- 9.6.5. The appearance/styling of the Trade Pattern furniture shall be traditional in design and construction; if dimensions are stated the tolerance is ± 5 mm
- 9.6.6. Knock Down (KD) also known as Flat-Pack or Self-Assembly products shall be supplied in KD form with a component list and comprehensive assembly instructions (illustrated if possible)
- 9.6.7. All storage furniture over 600mm in height shall be supplied with a wall tethering device
- 9.6.8. After Call Off Contract award, Suppliers may be required to produce product samples as requested by the Buyer for evaluation against the SFA Drawings and/or images
- 9.6.9. The cost of any samples shall be borne by the Supplier. Samples will be retained for the contract period and will be the standard the Supplier will adhere to
- 9.6.10. The approved samples can be included in any final orders under the Call Off Contract (subject to the furniture items being in new, unused condition)

9.7. Timber Product Requirements

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- 9.7.1. All items of furniture shall be of sound construction, joints neatly and accurately cut, fully closed and fixed with component parts machined square, flat and true
- 9.7.2. Timber products shall be made from materials such as boards, veneers and solid timber
- 9.7.3. Cabinets, cupboards, chairs, stools and tables shall stand square; doors and drawers fitted correctly with accurate and parallel spacing
- 9.7.4. The solid lippings and veneered surface tops shall be of matching timber on all bespoke furniture requirements
- 9.7.5. The underside of all panels shall be veneered with material of equal strength to the top surface; all surfaces shall be finished with a clear lacquer to give a natural appearance
- 9.7.6. Timber drawers (MDF or Plywood) shall have sufficient coats of lacquer, sanded between each application, to produce a smooth, “snag-free” finish to all surfaces
- 9.7.7. “Rift” cut veneers, 0.6mm thick (min), shall either be book matched or slip matched to give a visually balanced effect with all veneers trimmed to exclude sap
- 9.7.8. The adhesion of surface and edging materials shall satisfy the requirements of FIRA standard 6250: 2018, Table 3 – Adhesion Performance (General)
- 9.7.9. All products number 2000 and above should ensure solid and veneer timber shall be trimmed to exclude sapwood. Veneer and other manmade surface materials shall be fully bonded to the substrate together with an appropriate balancer of equal strength, whilst all surfaces shall be finished with a clear lacquer to give a natural appearance and a smooth feel
- 9.7.10. Timber products employ a range of materials including manufactured boards, top surface timber veneers, MFCs, solid timber under frames, solid lipping's and on some items of furniture staining of a more common species of timber to resemble one more rare
- 9.7.11. MFC Products numbered 2000 and above shall be available in the Providers standard range of finishes which shall include Cherry, Oak timber effects Buyer(s) shall state the finish required on their order via the NATO stock number
- 9.7.12. All fixing screws and bolts are to be of correct length and where appropriate, their threads must be sufficient to properly fill the nuts, tee-nuts or threaded inserts
- 9.7.13. The under frame of upholstered products shall be sound/robust, either jointed or doweled
- 9.7.14. Surface finishes on wood; wood-based sheet materials or other substrate, plastic laminates, paper and PVC foil shall satisfy the performance requirements of FIRA Standard 6250:2018 with regard to Horizontal Surfaces (excluding kitchen worktops) to the Severe rating level, Table 2 Finish

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Performance. All top surfaces shall have low reflective light values. The rating for vertical surfaces shall be appropriate to the intended use of the furniture

9.8. Metal Product Requirements

- 9.8.1. Metal items manufactured from sheet steel, tube or square section shall be sound and fit for purpose with all folds and welds neatly and correctly executed
- 9.8.2. Welds shall be free from distortion, oxidation arcing, splash, undercutting, blowholes, excessive build-up or any other defects
- 9.8.3. Metalwork shall be completely free from rust/scale, properly degreased and phosphated prior to application of the final finish (stove enamel or epoxy-powder)
- 9.8.4. The surface finish shall be non-reflective, flat, smooth and free from imperfections with high durability and resistance to impact and abrasion
- 9.8.5. Metal finish products shall meet the requirements set out below

| Surface Finish - Metal | |
|---|---------------------------|
| Standard | Performance |
| (i) BS EN 1518:2011 | Scratch: 3000g Load |
| (ii) BS 3900 Part E3:1973 | Impact: Indentation 2.5mm |
| (iii) BS 3900 Part E11: 2007/BS EN ISO 6860:2006 | Bend: 25mm from apex |
| (iv) BS 3900 Part E6: 2006/BS EN ISO 2409:2007 Clause 6 | Cross Cut: Class 'O' |

9.9. Upholstery Requirements

- 9.9.1. Foam shall comply with BS 3379:2005 + A1:2011, for classification refer to individual products

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- 9.9.2. Upholstered furniture shall be fire retardant in accordance with BS 7176:2007 + A1:2011; for protection levels refer to individual products
- 9.9.3. Note: Foam must be combustion modified as defined in schedule 1 to statutory instrument:1988 No. 1324, consumer protection. The Furniture and Furnishing (Fire) (Safety) regulations 1988 (as amended in 1989, 1993 and 2010)
- 9.9.4. The upholstery shall be accurately and neatly fitted, staples fully driven home, spaced evenly and to the highest commercial standards. All products shall be free from loose ends of sewing, protrusions of material or fastenings which may cause injury or discomfort. The underside of each chair/seat platform shall be covered in a black scrim
- 9.9.5. Products designed and specified for use with stretch or tailored loose covers shall be covered with a Fire Retardant "Schedule 3" Interliner
- 9.9.6. Upholstery fabrics shall meet the following performance criteria:
 - 9.9.6.1. Upholstery Fabric Type - Velour. Fabric classification standard BS 2543:2004 Severe Contract. Upholstery composites shall conform to BS 7176:2007 + A1:2011 (Medium Hazard) Antimicrobial and antifungal
 - 9.9.6.2. Upholstery Fabric Type - Interliner. Flammability (preferably inherently Fire Retardant). The interliner shall conform to Schedule 3 of the Furniture (Fire) and (Safety) Regulations 1988 (1989) (1993). BS 7176:2007. Medium Hazard
 - 9.9.6.3. Upholstery Fabric Type - Vinyl. Flammability (preferably inherently Fire Retardant). BS 7176:2007 + A1:2011 Medium Hazard. Upholstery composites shall conform to BS 7176:2007 + A1:2011 (Medium Hazard) Antimicrobial and antifungal
 - 9.9.6.4. Upholstery Fabric Type - Plain. BS 2543:2004, performance severe contract
 - 9.9.6.5. The underside of each chair or seat platform shall be covered in a black scrim

9.10. Fabric Colour Requirements

- 9.10.1. Plain Fabric colours shall be available in Camira fabric Xtreme or similar for Panama (YS078), Curacao (YS005) and Havana (YS009)
- 9.10.2. Vinyl/PVC Fabric colours shall be available in Chieftain fabrics Just Colour or similar for Sapphire Blue, Cobalt and Mulled Wine
- 9.10.3. 24/7 Range Fabric colours shall be available in Camira Flx 24/7 or similar for Vernal (FYR02), Eternity (FYR18) and While (FYR21)
- 9.10.4. Velour fabric colours shall be available in AGUA Libra collection or similar for Tan, Claret and Midnight

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9.10.5. Other colours within this price range shall be made available to non MOD Buyers

9.11. Windowless Accommodation Requirements

9.11.1. All windowless accommodation to Crib 7 High Hazard when tested as a composite of fabric and foam and the Fire Label shall ensure that the upholstery meets Crib 7 High Hazard

9.12. Bed Requirements

9.12.1. Damask or woven ticking shall be in accordance with Table 2 and 3 of BS EN 14976:2005

9.12.2. Divan bed bases shall comply with BS 7177:2008 + A1:2011 (medium Hazard) and BS EN 1725:1998

9.12.3. Bunk beds shall comply with current European standards and General Product Safety Regulations. The bunk beds shall be sufficiently robust to withstand repeated assembly, disassembly and re-issue (minimum 6 times)

9.12.4. Bunk beds shall conform to BS EN 747-1:2012 + A1:2015

9.12.5. The upholstered, solid side un-sprung divan bed base shall comply with BS EN 1334:1996

9.13. Armchair, Settee and Spare Parts Requirements

9.13.1. All seat cushions shall be foam designation CM-HB-S-170(1) (density 35 kg/m²). Back cushions shall be hollow fill fibre (6 denier)

9.13.2. Carcasses shall be constructed from 18mm board material (e.g. chipboard, plywood as appropriate)

9.13.3. All cross members and corner braces shall be beech or equivalent hardwood, glued and screwed using a PVA adhesive, other joints shall be fully glued and stapled

9.13.4. Arms shall be bolted to seat and back frame using M8 bolts and T-nuts

9.13.5. Each product shall be fitted with heavy-duty (replaceable) 50mm diameter "shepherd" castors which shall be fitted to beech or equivalent hardwood blocks

9.13.6. Each individual seat cushion shall be supported on at least 5 equally spaced interlaced heavy-duty 50mm wide elasticated webbing securely stapled to the armchair or settee base. The webbings shall be covered with 18mm foam

9.13.7. The underside of the seat and settee bases shall be covered and neatly stapled with an appropriate quality scrim complying to BS 2543:2004 general contract or higher

9.13.8. The back-suspension system will provide a flexible support for the back cushion and will be covered in the FR Interliner

9.13.9. Fillings must not creak or squeak

9.13.10. All products shall be fully upholstered in a flame retardant Interliner, in accordance with Table B; interliner can be of a neutral or dark colour

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- 9.13.11. The FR Interliner shall be fitted over all Combustion Modified High Resilient (CMHR) foam, all foam shall conform to BS 3379:2005 + A1:2011 (Class V)
- 9.13.12. Upholstery composites shall conform to BS 7176:2007 + A1:2011 (Medium Hazard)
- 9.13.13. Seating shall meet the performance requirements of BS EN 161393:2013 (Test Level 2)
- 9.14. **Cot and Cot Mattress Requirements**
 - 9.14.1. Cots shall meet performance requirements of
 - 9.14.1.1. BS EN 716-1:2017
 - 9.14.1.2. BS EN 716-2:2017
 - 9.14.2. Cot mattresses shall have a non-allergenic Combustion Modified polyurethane foam core or polyester fibre filling
 - 9.14.3. Conforming to BS 3379:2005 the cot mattress foam shall have the following designation "CM-HB-A-100(I)" and have a density of 28kg/m² complying with SI No. 1324 The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (1989) (1993) (2010) - Schedule 5 Part 1
 - 9.14.4. The cot mattress outer cover shall be a non-woven Polypropylene, colour White, Air Permeable, Water and Stain Resistant, Wipe Clean and Washable features
 - 9.14.5. The cot mattress shall conform to BS EN 16890-2017
 - 9.14.6. Cot mattress and package labelling shall be in accordance with BS EN 16890-2017 and SI No.1324 The Furniture & Furnishings (Fire)(Safety) Regulations 1988(1989) (1993) (2010)
 - 9.14.7. Cot mattress shall meet the requirements of BS 7177:2008 + A1:2011 (Low Hazard)
- 9.15. **Adult Mattress Requirements**
 - 9.15.1. Adult mattresses shall meet the flammability requirements of:
 - 9.15.1.1. BS 6807:2006
 - 9.15.2. Conforming to BS 3379:2005 the mattress foam shall have the following designation "CM-HB-A-100(I)" and have a density of 28 kg/m² complying with SI No. 1324 The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (1989) (1993) (2010) - Schedule 5 Part 1
 - 9.15.3. Open coil and pocketed mattress spring unit mattresses shall meet the requirements of BS 3173:1996.
 - 9.15.4. The mattress shall meet the requirements of BS 7177:2008 + A1:2011 (Low Hazard)
 - 9.15.5. Mattress fillings shall comply with BS 1425-1:1991
- 9.16. **High Chair Requirements**
 - 9.16.1. The high chair shall be a folding single height and tubular steel frame complying with BS EN 14988-1:2017

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- 9.16.2. The high chair and harness shall meet the requirements of
 - 9.16.2.1. BS EN 14988-1:2017 and
 - 9.16.2.2. The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (1989) (1993)

9.17. Playpen Requirements

- 9.17.1. The playpen mat shall consist of a Combustion Modified High Resilient (CMHR) foam core and tie tabs for securing to corners of the play pen
- 9.17.2. The playpen shall meet the performance requirements of
 - 9.17.2.1. BS EN 12227:2010 and
 - 9.17.2.2. The Furniture and Furnishing (Fire) (Safety) Regulations 1998 (1989)(1993).

9.18. Stair, Door and Extension Gate Requirements

- 9.18.1. The stair and door gate (including extension) shall meet the performance requirements of BS EN 1930:2011

9.19. Step Stool Requirements

- 9.19.1. The step stool shall meet the requirements of BS EN 14183:2003

9.20. Dining Chair Requirements

- 9.20.1. Timber plugs to hide screw heads on back legs shall not be acceptable
- 9.20.2. Two stretcher tails shall be included on rail between front and back legs and central stretcher for extra rigidity
- 9.20.3. The items shall be constructed using traditional haunched mortised and tenon joints, (alternative methods of construction of equal performance may also be considered)
- 9.20.4. The items shall be flat and smooth finish free from any extraneous material and crazing
- 9.20.5. The upholstered seat back pad shall be inside an outer timber frame
- 9.20.6. The seat cushion shall be fitted inside the show-wood rails
- 9.20.7. Foam shall conform to BS 3379:2005 + A1:2011 (Class V)
- 9.20.8. Upholstery composites shall conform to BS 7176:2007 + A1:2011 (Medium Hazard)
- 9.20.9. Chairs shall meet the strength and stability performance of BS EN 16139:2013 (TL 3)

9.21. Easy Chair Requirements (Timber Finish)

- 9.21.1. The show-wood timber frame shall be constructed using straight grained Beech
- 9.21.2. The frame strength is an important element. All joints shall be completely closed and fully adhered
- 9.21.3. The seat and back foam pads shall be secured onto plywood boards
- 9.21.4. The wood finish shall be flat and smooth and free from any extraneous material and crazing

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9.22. Easy Chair Requirements (Metal Finish)

- 9.22.1. The chair shall be a severe contract quality low easy chair, with arms, tubular steel frame and an upholstered seat and back
- 9.22.2. The tube ends shall be closed with matching fittings
- 9.22.3. The seat and back foam pads shall be secured onto plywood boards
- 9.22.4. The tubular frame shall be finished (stove enamelled or powder coated) colour Light Grey or Black (BS 4800: 1989 - 00 A 03)
- 9.22.5. The upholstered seat and back squabs shall be removable to allow for future renovation
- 9.22.6. Foam shall conform to BS 3379:2005 + A1:2011 (Class V)
- 9.22.7. Upholstery composites shall conform to BS 7176:2007 + A1:2011 (2016 and 2017 Medium and 2018 High Hazard)
- 9.22.8. Chairs shall meet the strength and stability performance of BS EN 16139:2013 (Test level 3)

9.23. Dining and Low Table (Incl Crew Room) Requirements

- 9.23.1. The table shall be a severe contract quality cafeteria type comprising a tubular steel underframe and a Beech wood effect high pressure laminate (HPL) covered top on a MDF panel substrate of approximately 20 mm thickness
- 9.23.2. The underside shall have a compensating laminate of equal strength
- 9.23.3. The exposed MDF table 'bull-nosed' top edge shall be finished with a clear lacquer to offer protection against moisture and damage
- 9.23.4. Mounting lugs may be fitted to the underframe or the underframe may be drilled to accept countersunk screws for the fixing of the top via threaded inserts
- 9.23.5. Fixing screws shall be treated with a non-corrosive finish, free of sharp edges or burrs
- 9.23.6. The underframe shall be finished (stove enamelled or powder coated) colour chrome silver (Interpon 700 – EW041D or similar). Performance standards as indicated at 9.8.5 of Framework Schedule 1: Specific Mandatory Requirements Lot 3
- 9.23.7. High Grade Polyethylene tube inserts shall be fitted to the foot tube ends
- 9.23.8. The completed table shall be 'square' & stand level with all legs free from twist or distortion
- 9.23.9. Dining table (Laminate Top) - decorative plastic laminate shall conform to BS EN 438-1 and BS EN 438-2:2005 along with the performance requirements of BS EN 15372:2016 (Test level 3)
- 9.23.10. MDF shall conform to BS EN 622-5: 2009
- 9.23.11. Tables shall meet the performance requirements of BS EN 15372:2016 (Test level 2)

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9.24. Stool (High and Low) Requirements

- 9.24.1. The underframe shall be constructed from hardwood
- 9.24.2. The stool shall be constructed from square sectioned timber components incorporating a turned section within
- 9.24.3. The rails shall have haunched mortise and tenoned to legs, stretcher rails stub tenoned
- 9.24.4. Upholstered seat pad shall be removable to allow for future renovation

9.25. Bunk Bed Requirements

- 9.25.1. The folding Bunk Bed shall be two single beds, one stacked on the other
- 9.25.2. Each bed frame shall have a rigid weld mesh base and be capable of accommodating a foam mattress 1900mm long x 910mm wide x 100mm thick
- 9.25.3. The distance between the upper surface of the lower bed base and the lower surface of the top bed base shall be at least 750mm
- 9.25.4. The underside of the lower bunk shall have clear access for the stowage of MoD underbed storage lockers (products 2237 and 2238); maximum storage locker dimensions being 800 wide x 730 deep x 250 high (mm)
- 9.25.5. The bunk bed shall be finished (stove enamelled or powder coated) colour Light Grey (BS 4800:1989 - 00 A 03) to Performance standards at 9.8.5 of Framework Schedule 1: Specific Mandatory Requirements Lot 3
- 9.25.6. Metal fittings and fasteners shall have an approved non-corrosive finish
- 9.25.7. Instructions shall be supplied were the Bunk Beds are required to be fixed to a wall
- 9.25.8. The bunk bed shall meet the performance requirements of BS EN 747-1: 2012 + A1: 2015

9.26. Task Chair Requirements

- 9.26.1. The operator/task chair shall have a medium height fully upholstered (or attached plastic back cover) back; back height shall be manually adjustable. Back and seat shall be capable of independent adjustment and the swivel seat height adjustable through a gas lift mechanism.
- 9.26.2. The seat shall be adjustable in depth through a slide mechanism
- 9.26.3. The arms shall be either a fixed ring type or adjustable in height and width 'T' type
- 9.26.4. The chair base shall be black plastic
- 9.26.5. The chair shall be upholstered in a plain fabric conforming to Framework Schedule 1 Specification, Specific Mandatory Requirement Lot 3
- 9.26.6. A minimum of three colourways shall be available; the Buyer(s) will select the colour at the point of ordering. See Framework Schedule 1 Specification, Specific Mandatory Requirements Lot 3 para 9.10.1 for available colours

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9.26.7. The operator/task chair shall comply with:

9.26.7.1. BS EN 1335-1: 2000

9.26.7.2. BS 5459-2: 2000 + A2: 2008

9.26.7.3. BS 7176: 2007 + A1:2011 (Medium)

9.26.7.4. BS EN ISO 9241 Part 5:1999

9.27. **Bedside Cabinet (2 Drawer/Top Recess) Requirements**

9.27.1. MFC carcass shall be constructed from 18mm particleboard with 2mm lipping.

9.27.2. The base of the unit shall have permanently fitted floor studs

9.27.3. The 12mm thick plywood drawer box sides shall be either dovetail or finger jointed whilst the 4mm thick plywood bottom is to be located into the grooved drawer sides. The assembled drawer box shall be screwed to an applied drawer front. The Buyer(s) may approve alternative drawer box construction

9.27.4. Drawer boxes shall be lacquered and free of any sharp edges or splinters

9.27.5. Drawers shall have a 'D' shaped cast alloy handle capable of being reversed for transport

9.27.6. Drawer boxes shall be deep sided and run on a metal ball bearing runner system type mechanism (or similar) with a minimum opening capacity of 80%

9.27.7. Drawer locking shall be provided by means of a camlock. The lock nozzle and keys (two) shall be incised stamped with the lock numbers; 200 differs

9.27.8. A facility to secure the drawer by means of a padlock shall be offered

9.27.9. The finished bedside drawer unit shall meet the strength and stability performance of BS EN 16121 2013 + A1: 2017 Test level 2

9.28. **Bedside Cabinet (1 Drawer/1 Door Ready Assembled) Requirements**

9.28.1. The MFC carcass shall be constructed from 18mm particle board with 2mm lipping

9.28.2. The 12mm thick plywood drawer box sides shall be either dovetail or finger jointed together whilst the 4mm plywood bottom is to be located into the grooved drawer sides. The assembled drawer box is to be screwed to an applied drawer front. The Buyer(s) may approve alternative drawer box construction

9.28.3. Drawer boxes shall be lacquered and be free of any sharp edges or splinters

9.28.4. Drawer boxes shall be deep sided and run on a metal ball bearing runner system type mechanism (or similar) with a minimum opening capacity of 80%

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- 9.28.5. Both the door and drawer shall have a single 'D' shaped cast alloy handle capable of being reversed for transport
- 9.28.6. The door shall be supported by two >2300 opening capacity heavy-duty low-profile visible knuckle type metal hinges (nickel plated) fitted on the right-hand side of the cabinet
- 9.28.7. Door and Drawer locking shall be provided by means of a camlock
- 9.28.8. The lock nozzle and keys (two) shall be incised stamped with the lock numbers; 200 differs
- 9.28.9. A facility to secure the drawer by means of a padlock shall be offered
- 9.28.10. The base of the unit shall have permanently fitted floor studs
- 9.28.11. The bedside chest shall meet the strength and stability performance of BS EN 16121 2013 + A1: 2017 Test level 2

9.29. Wardrobe (Single Ready Assembled) Requirements

- 9.29.1. The MFC carcass shall be constructed from 18mm particle board with 2mm lipping. The 15mm MFC particleboard back panel shall be securely housed into inset grooves running along the whole length of the side panels, where appropriate screwed to both top & bottom panels
- 9.29.2. The wardrobe shall have a high-level shelf and a full width epoxy powder coated oval section hanging rail (supported at each end)
- 9.29.3. Doors shall have a minimum of four >2300 opening capacity heavy-duty low-profile visible knuckle type metal hinges (nickel plated) fitted on the right-hand side of the wardrobe
- 9.29.4. Doors shall have a 'D' shaped cast alloy handle capable of being reversed for transport
- 9.29.5. Door locking shall be provided by means of a camlock
- 9.29.6. The lock nozzle and keys (two) shall be incised stamped with the lock numbers; 200 differs
- 9.29.7. A facility to enable a padlock to be operated shall be offered
- 9.29.8. The base edge of each side panels shall be fitted with full width floor skids
- 9.29.9. The carcass shall have a matching MFC plinth (minimum height 40mm)
- 9.29.10. The fastening of the plinth shall be reinforced with timber blocks
- 9.29.11. A back-fixing rail shall be provided for wall fixing
- 9.29.12. A warning label shall be applied to the inside of the back panel. The text shall be:

WARNING

When used in conjunction with a Top Box the Wardrobe must be fixed back-to-back or secured through the back panel to a wall

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9.29.13. The wardrobe shall meet the strength and stability performance requirements of BS EN 16121 2013 + A1: 2017 Test level 2

9.30. Wardrobe (Double Ready Assembled) Requirements

9.30.1. The MFC carcass shall be constructed from 18mm particle board with 2mm lipping. The 15mm MFC particleboard back panel shall be securely housed into inset grooves running along the whole length of the side panels, where appropriate screwed to both top & bottom panels

9.30.2. The wardrobe shall be rigid assembled and shall have a full width epoxy powder coated oval section hanging rail supported at each end and in the centre

9.30.3. The internal shelf shall be constructed from 15mm MFC particleboard

9.30.4. Doors shall have a 'D' shaped cast alloy handle capable of being reversed for transport

9.30.5. Door locking shall be provided by means of a camlock on the right-hand door and sliding catches inside the top and bottom of the left-hand door

9.30.6. The lock nozzle and keys (two) shall be incised stamped with the lock numbers; 200 differs

9.30.7. A facility to enable a padlock to be operated shall be offered

9.30.8. The base edge of the side panels shall be fitted with full width floor skids

9.30.9. The carcass shall have a solid plinth (minimum height 40mm)

9.30.10. The fastening of the plinth shall be reinforced with timber blocks

9.30.11. A back-fixing rail shall be provided for wall fixing

9.30.12. A warning label shall be applied to the inside of the back panel; the text shall be:

WARNING

When used in conjunction with a Top Box the Wardrobe must be fixed back-to-back or secured through the back panel to a wall

9.30.13. The wardrobe shall meet the strength and stability performance requirements of BS EN 16121: 2013 + A1: 2017 Test level 2

9.31. Wardrobe (Single and Double Knock Down KD) Requirements

9.31.1. The MFC carcasses shall be constructed from 18mm particle board, back panels 15mm; 2mm lipping

9.31.2. Pilot holes shall be drilled in the top panels to accommodate the fitting of either the single or double top box by means of M6 connectors

9.31.3. The base edge of the side panels shall be fitted with floor studs, two per panel

9.31.4. The carcasses shall have a solid plinth (minimum height 40mm) and feature full-width epoxy powder coated hanging rail

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- 9.31.5. When assembled using metal to metal cam and pin K/D fittings, there shall be no gaps in-between any of the assembled panels
- 9.31.6. The back panel for item 2306 may be supplied in two pieces
- 9.31.7. Doors shall be constructed from matching 15mm thick MFC
- 9.31.8. Doors shall have a minimum of four >2300 opening heavy-duty low-profile visible knuckle type metal hinges (nickel plated) fitted on the right-hand side of the wardrobe
- 9.31.9. Doors shall have a 'D' shaped cast alloy handle capable of being reversed for transport
- 9.31.10. Door locking for both single and double wardrobes shall be provided by means of a camlock. (The double wardrobe will have the lock fitted on the right-hand door and sliding catches inside the top and bottom of the left-hand door)
- 9.31.11. The lock nozzle and keys (two) shall be incised stamped with the lock numbers; 200 differs
- 9.31.12. A facility to enable a padlock to be operated shall be offered
- 9.31.13. The right-hand door of the double wardrobe shall be supplied with a 1.6mm thick 225mm x 225mm polished stainless-steel mirror, have two centrally located fixing holes and be supplied with two dome head screws. The door shall be pilot drilled on the inside face at three heights (1.5m, 1.6m & 1.7m from floor level) to accept the mirror
- 9.31.14. The double wardrobe left-hand door shall be fitted with a small tray and tie rack
- 9.31.15. Both wardrobes shall be supplied in a Knock Down (KD) self-assembly form
- 9.31.16. Construction shall be by means of Barrel Nuts fitted to the top and bottom panels and secured with Socket Machine Screws fixed through the outside of the side panels. Alternative methods of KD construction are acceptable provided that the components used are suitable for repeated assembly and knock down
- 9.31.17. Each wardrobe shall be supplied with fastenings and fittings pack and complete with parts list and step by step fully illustrated assembly instructions
- 9.31.18. A warning label shall be applied to the inside of the back panel; the text shall be:

WARNING

When used in conjunction with a Top Box the Wardrobe must be fixed back-to-back or secured through the back panel to a wall

- 9.31.19. All components shall be flat packed, secured to prevent movement, boxed & banded

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- 9.31.20. The "Flat Pack" shall have 45mm square softwood battens fixed to the carton to enable movement by forklift truck
- 9.31.21. The package shall carry a weight warning label
- 9.31.22. The wardrobe shall meet the strength and stability performance requirements of BS EN 16121: 2013 + A1 2017 Test level 2

9.32. Wardrobe Small Internal Unit (Single Drawer with Shelf) Requirements

- 9.32.1. MFC carcass shall be constructed from 15mm particleboard with 2mm lipping
- 9.32.2. The unit shall feature a padlocking top drawer and a lower fixed shelf
- 9.32.3. The shelf shall be fitted mid-way between the drawer and the base of the unit
- 9.32.4. The drawer shall feature a full height drawer box running on fabricated metal single extension "roller ball" drawer runners
- 9.32.5. The drawer box sides shall be fabricated/pressed mild steel, the drawer bottom panel and drawer back shall be white MFC
- 9.32.6. A padlocking camlock shall be fitted to the drawer front
- 9.32.7. The 15mm thick (minimum) drawer front shall be constructed from MFC
- 9.32.8. The unit shall be supplied in a Knock Down (KD) self-assembly form. Construction shall be by means of Barrel Nuts fitted to panels and secured with Socket Machine Screws
- 9.32.9. Alternative methods of KD construction are acceptable provided that the components used are suitable for repeated assembly and knock down
- 9.32.10. Each unit shall be manufactured with the facility to be fixed to the inside of the wardrobes
- 9.32.11. Each unit shall be supplied with fastenings and fittings pack and complete with parts list and assembly instructions
- 9.32.12. The components shall be flat packed, secured to prevent movement, boxed and banded
- 9.32.13. The robe internal unit shall meet the strength and stability performance requirements of BS EN 16121: 2013 + A1: 2017 test level 2

9.33. Wardrobe Large Internal Unit Requirements

- 9.33.1. The MFC carcass shall be constructed from 15mm particle board with 2mm lipping
- 9.33.2. The unit shall comprise four equally spaced fixed height compartments with fixed top and bottom panels. A door complete with a padlock facility shall be included in the second from top compartment
- 9.33.3. The unit shall be supplied in a Knock Down (KD) self-assembly form
- 9.33.4. Construction shall be by means of Barrel Nuts fitted to panels and secured with Socket Machine Screws. Alternative methods of KD construction

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are acceptable provided that the components used are suitable for repeated assembly and knock down

9.33.5. Each unit shall be manufactured with the facility to be fixed to the inside of the wardrobes

9.33.6. The unit shall be supplied with fastenings/fittings pack and parts list and assembly instructions

9.33.7. The components shall be flat packed, secured to prevent movement, boxed and banded

9.34. Top Box (Single and Double Knock Down KD) Wardrobes

9.34.1. The carcass shall be constructed from 18mm particleboard, the back panel from 15 mm with 2mm thick lipping

9.34.2. Countersunk holes shall allow the unit to be fixed to the top of the wardrobe

9.34.3. The back shall be tightly fitted into a rebate in the top, base and side panels

9.34.4. The double top box back panel may be supplied in two pieces

9.34.5. Both 15mm thick doors shall be manufactured from MFC

9.34.6. Doors shall have a minimum of two >2300 opening capacity heavy-duty low-profile visible knuckle type metal hinges (nickel plated)

9.34.7. Doors shall have a cast alloy 'D' shaped handle capable of being reversed for transport

9.34.8. Door locking for both single and double top box shall be provided by means of a camlock. (The double top box will have the lock fitted on the right-hand door and sliding catches inside the top and bottom of the left-hand door)

9.34.9. The lock nozzle and keys (two) shall be incised stamped with the lock numbers 200 differs

9.34.10. Construction shall be by means of Barrel Nuts fitted to the top and bottom panels and secured with Socket Machine Screws fixed through the outside of the side panels. Alternative methods of KD construction are acceptable provided that the components used are suitable for repeated assembly and knock down

9.34.11. Each top box shall be supplied with a wall fixing and wardrobe fixing kit, fastenings and fittings pack and complete with parts list and assembly instructions

9.34.12. The top box and components shall be flat packed, secured to prevent movement, boxed and banded

9.34.13. The top boxes shall meet the strength and stability performance requirements of BS EN 16121: 2013 = A1: 2017 Test level 2

9.35. Wardrobe Double Complete (Incl. Top Box and Drawer Unit) Requirements

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- 9.35.1. Carcass/doors shall be constructed from 18mm particleboard, back panels from 15 mm with 2mm lipping
- 9.35.2. The units shall be assembled using KD methods of construction (cam & pin or similar) plus block reinforcement as appropriate. Fastenings shall not be visible on external faces
- 9.35.3. The base edge of the wardrobe side panels shall be fitted with floor skids approximately 50mm long, two per panel
- 9.35.4. The side panels shall feature a skirting board cut out approximately 25 mm by 120mm with the exposed core sealed with suitable moisture resistant mastic or equivalent
- 9.35.5. The wardrobe carcass shall have a flush fitting re-enforced plinth (approx. height 90mm).
- 9.35.6. The wardrobe bottom panel shall be reinforced to the rear of the unit with an inset plinth
- 9.35.7. The door shall have a minimum of five >2300 opening, heavy-duty low-profile visible knuckle type metal hinges (nickel plated)
- 9.35.8. Doors shall have a cast alloy 'D' shaped handle capable of being reversed for transport.
- 9.35.9. The doors shall be capable of accepting accessories such as espagnolet mechanisms, padlocking hasp and staples, camlocks, tie rails, tall mirrors, handles etc
- 9.35.10. A full width hanging rail shall be installed, complete with matching peg & screw supports
- 9.35.11. On installation wardrobes shall be secured to the wall
- 9.35.12. Fixing holes shall be made on site
- 9.35.13. Spacing pieces shall be provided for flush mounting the units to the wall.
- 9.35.14. The wardrobe shall meet the strength and stability performance requirements of BS EN 16121: 2013 + A1: 2017 Test level 2

9.36. **Wide Internal Drawer Unit (Double Wardrobe - Knock Down KD) Requirements**

- 9.36.1. The MFC carcasses shall be constructed from 18mm particle board with 2mm lipping
- 9.36.2. Units shall be assembled using KD methods of construction (cam & pin or similar) plus block reinforcement as appropriate. Fastenings shall not be visible on external faces
- 9.36.3. The unit shall feature 1 deep & 2 shallow height steel drawer boxes running on single extension "roller ball" drawer runners (or similar)
- 9.36.4. Drawer fronts shall be of matching material to the doors with each drawer front having cut-outs instead of handles

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9.37. Internal Shelf & Hanging Rail Unit (Tall and Short) (Double Wardrobe Knock Down) Requirements

- 9.37.1. The MFC carcass shall be constructed from 18mm particle board with 2mm lipping
- 9.37.2. Units shall be assembled using Knock Down (KD) methods of construction (cam & pin or similar) plus block reinforcement as appropriate. Fastenings shall not be visible on external faces
- 9.37.3. The unit shall comprise of 5 (tall) or 3 (short) equally spaced fixed height shelves in addition to fixed top and bottom panels. The hanging rail shall be of sufficient length to allow fixing between internal surfaces of the wardrobe and shelf unit

9.38. Wardrobe, Single (Complete - drawer pack, top box & door) Knock Down (KD)

- 9.38.1. The single wardrobe shall be an assembly of the following elements:
 - 9.38.1.1. 2300mm high wardrobe and top box carcasses and
 - 9.38.1.2. single full height doors (2200mm nom)
- 9.38.2. The carcass/doors are to be constructed from 18mm particle board with 2mm lipping
- 9.38.3. The units shall be assembled using KD methods of construction (cam & pin) plus block reinforcement as appropriate. Fastenings shall not be visible on external faces
- 9.38.4. The base edge of the wardrobe side panels shall be fitted with floor skids approximately 50mm long, two per panel
- 9.38.5. The side panels shall feature a skirting board cut out approximately 25 X 120mm with the exposed core sealed with suitable moisture resistant mastic
- 9.38.6. The wardrobe carcass shall feature a flush fitting re-enforced plinth (approx. height 90mm)
- 9.38.7. The wardrobe bottom panel shall be reinforced to the rear of the unit with an inset plinth (min 25mm inset)
- 9.38.8. The doors shall cover the full height of the wardrobe & top box (excluding the plinth)
- 9.38.9. The door shall have a minimum of five >2300 opening capacity heavy-duty low-profile visible knuckle type metal hinges (nickel plated)
- 9.38.10. Doors shall have a cast alloy 'D' shaped handle capable of being reversed for transport
- 9.38.11. The doors shall be capable of accepting accessories such as espagnolet mechanisms, padlocking hasp and staples, camlocks, tie rails, tall mirrors, handles etc
- 9.38.12. The drawer unit shall feature 1 deep & 2 shallow height steel drawer boxes running on single extension "roller ball" drawer runners

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- 9.38.13. Drawer fronts shall be of matching material to the doors, with each drawer front having cut-outs instead of handles
- 9.38.14. A full width, hanging rail shall be installed, complete with matching peg & screw supports
- 9.38.15. On installation wardrobes shall be secured to the wall; fixing holes shall be made on site.
- 9.38.16. The product shall meet the strength and stability performance requirements of BS EN 16121: 2013 + A1: 2017 Test level 2

9.39. Cupboard (Double MFC - Knock Down Lockable) Requirements

- 9.39.1. Carcass sides/doors shall be constructed from 18mm particleboard, the top from 25mm whilst the back panel shall be from 15mm; 2mm lipping
- 9.39.2. Units shall be assembled using KD methods of construction (cam & pin) plus block reinforcements as appropriate; fastenings shall not be visible on external faces
- 9.39.3. The base edge of the cupboard side panels shall be fitted with floor skids approximately 50mm long, two per panel
- 9.39.4. The side panels shall feature a skirting board cut out approximately 25 mm by 120mm with the exposed core sealed with suitable moisture resistant mastic
- 9.39.5. The cupboard carcass shall feature a flush fitting re-enforced plinth (approx. 90mm)
- 9.39.6. The door shall have a minimum of two >2300 opening capacity heavy-duty low-profile visible knuckle type metal hinges (nickel plated)
- 9.39.7. Doors shall have a cast alloy 'D' shaped handle capable of being reversed for transport
- 9.39.8. The doors shall be capable of accepting accessories such as espagnolet mechanisms, padlocking hasp and staples, camlocks, handles etc
- 9.39.9. A full width adjustable shelf shall be provided
- 9.39.10. The product shall meet the strength and stability performance requirements of BS EN 16121: 2013 + A1: 2017 Test level 2

9.40. Chest of Drawers (MFC) Requirements

- 9.40.1. The carcass/drawer fronts shall be constructed from 18mm particleboard, the top from 25mm and back panel from 15mm with 2mm lipping
- 9.40.2. The units shall be assembled using KD methods of construction (cam & pin) plus block reinforcement as appropriate; fastenings shall not be visible on external faces
- 9.40.3. The side panel bottom edge fitted with floor skids approx. 50mm long, two per panel

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- 9.40.4. The side panels shall feature a skirting board cut out approximately 25 mm by 120mm with the exposed core sealed with suitable moisture resistant mastic
- 9.40.5. The chest carcass shall feature a flush fitting re-enforced plinth (approx. 90mm)
- 9.40.6. Each unit shall feature 3 equally sized drawers
- 9.40.7. Each drawer shall feature a full height drawer box running on pressed/fabricated steel single extension “roller ball” drawer runners (or similar)
- 9.40.8. Whilst the drawer box sides are to fabricated/pressed mild steel, the drawer bottom panel and drawer backs shall be white MFC
- 9.40.9. Drawer fronts shall be of matching material to the wardrobe doors
- 9.40.10. Drawers shall have a cast alloy ‘D’ shaped handle capable of being reversed for transport. Alternative handles (inset timber) may be required
- 9.40.11. The product shall meet the strength and stability performance requirements of BS EN 16121: 2013 + A1: 2017 Test level 2

9.41. **Bedside Cabinet (1 Drawer/1 Door - Knock Down KD) Requirements**

- 9.41.1. Carcass, drawer and door shall be constructed from a 18mm particleboard, the top from 25mm the back panel from 15mm with 2mm lipping.
- 9.41.2. The units shall be assembled using Knock Down (KD) methods of construction (cam & pin) plus block reinforcement as appropriate; fastenings shall not be visible on external faces.
- 9.41.3. The side panel bottom edge shall be fitted with floor skids approx. 50mm long, two per panel.
- 9.41.4. The side panels shall feature a skirting board cut out approximately 25 mm by 120mm with the exposed core sealed with suitable moisture resistant mastic.
- 9.41.5. The carcass shall feature a flush fitting re-enforced plinth (approx. height 90mm).
- 9.41.6. The unit shall feature a drawer with a cupboard below.
- 9.41.7. Doors shall have a cast alloy ‘D’ shaped handle capable of being reversed for transport.
- 9.41.8. The door shall be supported by a minimum of two >2300 opening capacity heavy-duty low-profile visible knuckle type metal hinges (nickel plated).
- 9.41.9. Each door shall be capable of accepting accessories such padlocks, hasp & staples, camlocks, handles etc.
- 9.41.10. The product shall meet the strength and stability performance requirements of BS EN 16121: 2013 + A1: 2017 Test level 2.

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9.42. Desk (Cable Managed Facility Option) MFC Knock Down (KD) Requirements

- 9.42.1. The Desks shall feature a one-piece top in accordance with the dimensions specified.
- 9.42.2. The desktop shall be constructed from 25mm thick particleboard with 2mm lipping and have two portholes.
- 9.42.3. The 'grain' shall run from side to side of the worktop.
- 9.42.4. The desk will not be expected to have cable management, however should cable management be required the desk shall be capable of housing either 2 or 4 gang electrical sockets complete with cables' as well as telecommunications/data cabling; the desktop shall be capable of accepting desk mounted sockets; all cable management equipment shall be easily installed via good access facilities.
- 9.42.5. The underframe shall be fabricated from steel or alloy sections fitted with adjustable height levelling glides.
- 9.42.6. The underframe shall be finished (stove enamelled or powder coated) colour Light Grey or Silver to Performance standards at 7.8.5 of Framework Schedule 1: Specific Mandatory Requirements Lot 3.
- 9.42.7. Desks shall be supplied in Knock Down (KD) form with full assembly instructions
- 9.42.8. The Workstation/Desk shall meet the performance requirements of:
 - 9.42.8.1. BS EN ISO 9241-5:1999
 - 9.42.8.2. BS EN 527-1:2011
 - 9.42.8.3. BS EN 527-2:2016
 - 9.42.8.4. BS EN 13722:2004
 - 9.42.8.5. FIRA 6250: 2018 (Severe) and
 - 9.42.8.6. BS 6396:2008 +A1: 2015

9.43. Personal Steel Locker (Four and Eight Compartment) Requirements

- 9.43.1. For four compartment lockers, each door shall be fitted with a cardholder and cam deadlock (lock nozzles and keys shall be incised stamped with the lock number); locks shall have a minimum of 200 differs
- 9.43.2. For eight compartment lockers, each door shall be fitted with a cardholder and latch lock. The latch lock shall be suitable for use with a combination dial padlock with a Ø 7.5mm shackle
- 9.43.3. The carcass may be constructed in component form (as opposed to the use of full side and back panels), the unit shall be robust and free from sharp burrs, corners and edges
- 9.43.4. The lockers shall be finished (Stove Enamelled or Powder Coated) to conform to Performance standards at para 9.8.5 of Framework Schedule 1: Specific Mandatory Requirements Lot 3; colour RAL 7001 (Silver Grey) or the Contractor's nearest equivalent

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9.43.5. The locker shall meet the performance requirements, clause 15, of BS 4680:1996 (Heavy Duty)

9.44. **Personal Steel Locker (Singles, Nest of 2, Nest of 3) Requirements**

9.44.1. Manufactured from fabricated mild steel, the lockers are intended for the storage of personal items of clothing in environments that are usually dry and non-humid

9.44.2. The individual carcasses shall be formed, welded and riveted together, whilst the welded door frames shall have folded edges for safety and strength

9.44.3. Doors shall be mounted on welded semi concealed knuckle hinges, with each one riveted onto the locker carcass sides for ease of replacement

9.44.4. Each door shall be fitted with a cardholder and cam deadlock, the nozzle & key shall be stamped with the lock number and have a minimum of 200 differs

9.44.5. Each door shall have ventilation louvres/perforations top and bottom and have top hat formed steel sheet reinforcements

9.44.6. The high-level shelf shall be welded, or spot riveted to back and sides of the locker

9.44.7. The carcasses may be constructed in component form (as opposed to the use of full side and back panels), the unit shall be robust and free from sharp burrs, corners and edges

9.44.8. The lockers shall be finished (Stove Enamelled or Powder Coated) to conform to Performance standards at 9.8.5 of Framework Schedule 1: Specific Mandatory Requirements Lot 3; colour RAL 7001 (Silver Grey) or the Contractor's nearest equivalent

9.44.9. The lockers shall meet the performance requirements, clause 15, of BS 4860:1996 (Heavy Duty)

9.45. **Steel Locker (Clean/Dirty) Catering Requirements**

9.45.1. Manufactured from fabricated mild steel, the lockers are for the storage/segregation of personal clothing and clean catering "Whites" in environments that are dry & non-humid

9.45.2. Doors shall be mounted on welded semi concealed knuckle hinges, with each one riveted onto the locker carcass sides for ease of replacement

9.45.3. The door shall be fitted with a cardholder and cam deadlock, the lock nozzle and key shall be incised stamped with the lock number and have a minimum of 200 differs

9.45.4. The face of the door top and bottom shall have ventilation louvres/perforations

9.45.5. Inside, the locker shall be fitted with a high-level shelf and a minimum of 6 clothes hooks and a coat hanger rail

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- 9.45.6. The carcase shall be constructed in component form (as opposed to the use of full side and back panels); the unit shall be robust and free from sharp burrs, corners and edges
- 9.45.7. Provision shall be made on the top panel of the locker to allow the fitting of the sloping top unit product 2411
- 9.45.8. The locker shall be finished (Stove Enamelled or Powder Coated) to conform to Performance standards at 9.8.5 of Framework Schedule 1: Specific Mandatory Requirements Lot 3; colour RAL 7001 (Silver Grey) or the Contractor's nearest equivalent
- 9.45.9. The locker shall meet the performance requirements, clause 15, of BS 4860:1996 (Heavy Duty)

9.46. Padlock Combination Dial Requirements

- 9.46.1. The combination dial padlock shall be a general-purpose product with the following approximate dimensions:
 - 9.46.1.1. 50mm case diameter
 - 9.46.1.2. 20mm case depth
 - 9.46.1.3. 20mm shackle clearance height & width and
 - 9.46.1.4. 10mm diameter shackle
- 9.46.2. The lock case shall be of a double reinforced construction with a stainless-steel outer
- 9.46.3. The lock shall feature a 40-digit (min) dial, 3 number dialling & a pre-set combination
- 9.46.4. Instructions for use and the factory combination setting shall accompany each lock
- 9.46.5. Locks shall not carry item marking and shall be supplied in the manufacturer's pack

9.47. Workshop Stool Requirements

- 9.47.1. The item shall be constructed from square sectioned timber components using traditional methods
- 9.47.2. Rails shall be haunched mortised & tenoned into leg sections, stretchers stub mortise & tenoned
- 9.47.3. The seat shall be sculptured from solid timber approx. 30mm thick
- 9.47.4. The assembled stool shall be finished in a clear semi-matt lacquer and meet the performance requirements of para 9.7.3 of this Framework Schedule 1, Specific Mandatory Requirements Lot 3
- 9.47.5. The stool shall meet the strength and stability of BS EN 16139:2013 (Test Level 3)

9.48. Chair Workshop (High and Standard) Requirements

- 9.48.1. The Workshop Chair shall be height adjustable; gas lift adjustment (Standard 520mm to 780mm, High 460mm to 580mm - for use at workshop benches)

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- 9.48.2. The Chair shall have a five-star base (standard fitted with glides, incorporating a foot ring, high fitted with glides)
- 9.48.3. Both seat and back pads shall be moulded CFC-free polyurethane, shall be contoured and feature waterfall edges; the back shall provide good lumbar support (not adjustable)
- 9.48.4. The backrest shall be adjustable for rake/height; the chair shall include instructions
- 9.48.5. The chair shall meet the Strength, Stability, Durability and Fire Retardancy performance requirements of:
 - 9.48.5.1. BS 5852:2006: Clause 12 medium hazard
 - 9.48.5.2. BS EN 1335-1:2000 and
 - 9.48.5.3. BS 5459-2:2000 + A1:2008

9.49. Fitters Bench Requirements

- 9.49.1. The Timber shall be: Straight Grained European Beech and European Redwood
- 9.49.2. Alternative timbers may be considered (Buyer(s) discretion)
- 9.49.3. The plywood shall be: multiply type
- 9.49.4. The adhesive shall be: Phenolic/Synthetic Resin (Vinyl)
- 9.49.5. The wood Screws shall be finished to withstand moisture
- 9.49.6. Bench tops shall comprise a rigid laminated substrate covered by a single piece of sheet steel over the front edge and top surface. Top shall measure approx 2285 mm x 710mm
- 9.49.7. The substrate shall be tough, water-resistant laminated timber baseboard (multiply or similar) of approximate thickness 40mm
- 9.49.8. The sheet steel shall have a minimum thickness of 1.2mm. The sheet shall be paint finished (stove enamelled or powder coated) colour dark grey prior to being fixed to the substrate with countersunk wood screws
- 9.49.9. The finish performance shall be to Performance standards at 9.8.5 of Framework Schedule 1: Specific Mandatory Requirements Lot 3
- 9.49.10. The bench tops shall be supported by a Heavy-Duty, knock down under frame that gives an overall work surface height of approximately 875mm
- 9.49.11. The under frame shall have lateral reinforcing members to prevent racking. Alternatively, modular leg frame systems may be considered
- 9.49.12. The bench shall accommodate an Engineers Vice (Record No 5 or similar - not supplied)
- 9.49.13. The external surfaces of the bench shall be finished in a clear lacquer

9.50. Table Fabric Worker Requirements

- 9.50.1. The timber shall be straight Grained European Beech
- 9.50.2. The plywood shall be: Birch faced multiply; thickness 20-22mm
- 9.50.3. The adhesive shall be: Phenolic/Synthetic Resin (Vinyl)

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- 9.50.4. The wood screws shall be finished to withstand moisture, chipboard screws to be twin parallel threaded, all as per drawing
- 9.50.5. The bright Bolts shall conform to BS EN ISO 898-1: 2009; length 160mm
- 9.50.6. The nuts shall be: Type: Barrel 22mm x 25mm Thread: M10 Finish: Zinc plated
- 9.50.7. The box Single End Spanner shall fit bolt at clause 6.44.5 above
- 9.50.8. The terry Clip shall secure spanner to crossrail
- 9.50.9. The legs shall be made from solid beech having all corners pencil rounded and bottom ends chamfered 5 mm to help prevent splitting
- 9.50.10. Each frame shall be Mortise and sub-tenoned together with all tenons draw pinned through legs and the internal angles glue blocked
- 9.50.11. Cross rails and shelf frame cross rails shall be double through tenoned to the long rails. All mortises shall be opened out in length on the outside, with each tenon double wedged. Internal angles of cross rails shall be glue blocked
- 9.50.12. The ends of the rail shall be loose tongued to the legs and drilled to take the 160mm x M10 bolt and with a 32mm diameter hole
- 9.50.13. Each corner and rail joint shall be stub haunch mortise and tenoned (tenons 45mm deep). The multiply/block board shall be barefaced-tongued and well glued to each framework
- 9.50.14. The shelf shall be solid tongue lipped all around and cut away to form a close fit to legs. Each shelf shall be well fixed to underframe through fillets on both cross and side rails
- 9.50.15. The packing blocks shall be manufactured to match the tongues on the long rails in order that the item can be packed flat pack
- 9.50.16. A Terry Clip shall be secured to one of the cross rails to retain the box spanner
- 9.50.17. Where the joints are pre-finished before assembly a cross-linking adhesive shall be used
- 9.50.18. The item shall be left clean and in white
- 9.50.19. All surfaces shall be properly prepared, sanded smooth, and all sharp arises removed
- 9.50.20. The surfaces of the top shall be straight and true, the edges properly squared
- 9.50.21. All exposed ends shall be sealed with one coat of clear satin lacquer, including rail ends
- 9.50.22. Fork-Lift Truck Battens shall be fixed to the flat pack, qty: 4, material: softwood to enable movement by a fork lift truck

9.51. Cupboard Support Unit Requirements

- 9.51.1. The legs shall be hardwood and rails shall be softwood
- 9.51.2. The shelf shall be 12mm thick multiply

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- 9.51.3. The rails shall be stub mortise and tenoned into legs, side top rails twin tenoned, all haunched and mitred as shown in visual accompanying item 2435
- 9.51.4. The top rails shall be grooved to accept fixing buttons
- 9.51.5. The plywood panels shall be glued all four edges and pinned along top edge
- 9.51.6. The two doors shall be made from 18mm thick chipboard lipped all round with hardwood and hung on 50mm long solid brass butt hinges. Both doors shall be fitted with magnetic catches on top rail
- 9.51.7. The surfaces shall be free from machining marks and all arises removed
- 9.51.8. The Cupboard Support unit shall be sanded smooth and given a 3 coat application of flame retardant paint to BS 476-7:1997 'Class 1' rating
- 9.51.9. The paint shall be to BS 4800:1989 - 00 C 35
- 9.51.10. All interior Surfaces shall have a general performance clear wood finish applied
- 9.51.11. The metal Fittings, Fasteners etc shall have a non-corrosive finish.

9.52. Four Drawer Support Unit Requirements

- 9.52.1. The legs shall be hardwood and rails softwood
- 9.52.2. The shelf shall be 12mm thick multiply
- 9.52.3. The rails shall be stub mortise and tenoned into legs, with side top rails twin tenoned, all haunched and mitred as shown in visual accompanying item 2436
- 9.52.4. The top rails shall be grooved to accept fixing buttons
- 9.52.5. The plywood panels shall be glued on all four edges and pinned along the top edge
- 9.52.6. The drawer runners shall be stub mortise and tenoned to front drawer rails. Drawer guides shall be screwed and glued to drawer runners; runners and guides shall be in hardwood
- 9.52.7. The drawer fronts shall be hardwood whilst the drawer sides & back shall be 12mm plywood
- 9.52.8. The fronts shall be lap dovetailed to sides, back slips to be dovetailed with blocks to sides
- 9.52.9. The bottom ply shall be fully blocked and screwed to drawer back, drawer stops to be fitted. Each drawer face shall be fitted with a beech handle, screw fixed from the inside
- 9.52.10. The surfaces shall be free from machining marks and all arises removed
- 9.52.11. The Drawer Support unit shall be sanded smooth and given a 3-coat application of flame-retardant paint to BS 476-7:1997 'Class 1' rating
- 9.52.12. The paint shall be to BS 4800:1989 - 00 C 35

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9.52.13. All interior Surfaces shall have a general performance clear wood finish applied

9.52.14. The metal Fittings, Fasteners etc shall have a non-corrosive finish

9.53. Open Support Unit Requirements

9.53.1. Legs shall be hardwood and rails shall be softwood

9.53.2. A hardwood retaining strip shall be screw fixed to the front edge of the 12mm multiply shelf

9.53.3. The rails shall be stub mortised and tenoned into legs, side top rails twin tenoned, all haunched and mitred as shown. Top rails to be grooved to accept fixing buttons

9.53.4. Surfaces shall be free from machining marks and all arises removed

9.53.5. The Open Support unit shall be sanded smooth and given a 3-coat application of flame-retardant paint to BS 476-7:1997 'Class 1' rating

9.53.6. The paint shall be to BS 4800:1989 - 00 C 35

9.53.7. All interior surfaces shall have a general performance clear wood finish applied

9.54. Workbench Requirements

9.54.1. The plastic laminate (BS EN 438 Parts 1 & 2:2005) and balancing laminate shall be bonded to 25mm thick chipboard with a suitable adhesive

9.54.2. The 15mm thick hardwood sub-frame shall be stub mortise and tenoned, screwed and glued to the multiply tops

9.54.3. The beech lippings shall be fixed by either a moulded or loose tongue and grooved method. The fixing shall be firmly glued under pressure

9.54.4. All workbench tops shall be supplied complete with softwood upstands manufactured as detailed on the drawing. The beech tops shall have cut outs to accept locating fillets

9.54.5. The bench top lipping's shall be finished in a clear lacquer

9.55. Carpenter's Bench Requirements

9.55.1. The materials shall be as the Fitters Bench

9.55.2. The dual sided heavy-duty bench top shall measure approximately 2285 mm x 710mm

9.55.3. The substrate shall be water resistant laminated timber base board (multiply) of approximate thickness 65mm

9.55.4. The top shall be manufactured in three sections to aid future maintenance and feature a recessed tool well and retractable bench stops

9.55.5. The bench top shall be supported by a Heavy-Duty, knock down underframe which gives an overall work surface height of approximately 885mm

9.55.6. The underframe shall have lateral reinforcing members to prevent racking

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- 9.55.7. The bench shall be capable of accommodating the fitting of Joiners Vices Record REC 5212 ED or similar, (not supplied) on either side
- 9.55.8. All surfaces shall be sanded smooth and all sharp arises removed
- 9.55.9. All exposed surfaces shall be sealed with clear lacquer
- 9.55.10. The components shall be flat packed, secured to prevent movement, boxed and banded

9.56. Slatted Footboard Requirements

- 9.56.1. The unit shall be softwood: European Redwood
- 9.56.2. The Wood Screws shall be: Steel, Sheradised or Galvanised, countersunk head 45mm x No 10. Screws shall be correctly piloted and finish parallel, 1mm below the surface of the slats
- 9.56.3. All sections shall be machined square
- 9.56.4. The slats shall be flush with the bearers all round
- 9.56.5. All sharp edges shall be removed and loose splinters will not be accepted
- 9.56.6. all end grain shall be sealed with at least two applications of a clear sealer
- 9.56.7. One coat of sealer shall cover the Item Marking
- 9.56.8. The faces & edges of the boards shall be sanded smooth and left clean and in the white

9.57. Student Chair Requirements

- 9.57.1. The chair student is an adaptation of the chair Polypropylene (2038) modified by the provision of a detachable writing tablet
- 9.57.2. The writing tablet shall be easily removable and capable of being fitted on the left or right
- 9.57.3. The writing tablet shall have a Birch plywood or MDF substrate faced with plastic laminate conforming to BS EN 438-1:2005 and BS EN 438-2:2005
- 9.57.4. The face laminate colour shall be grey "00 A 03" of BS 4800:1989 or similar
- 9.57.5. The exposed substrate edge shall be sealed with a clear lacquer
- 9.57.6. the chair shall meet the performance requirements of:
 - 9.57.6.1. BS EN 16139:2013 (Test level 3)
 - 9.57.6.2. BS 5852: 2006, Clause 12. What hazard rating – low or medium and
 - 9.57.6.3. oxygen index 23/24%

9.58. Chair (Polypropylene) Requirements

- 9.58.1. The chair shall be a Polypropylene shell on a tubular steel stacking frame, with and without linking frame. Tube ends shall be capped with high grade polyethylene inserts
- 9.58.2. The Polypropylene shell shall conform dimensionally to BS 1729 Part 1: 2015, Size Mark 5 and charcoal in colour "00 A 13" of BS 4800:1989

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- 9.58.3. The shell shall have a textured inside face and a matt smooth outside face
- 9.58.4. The underframe shall be finished (stove enamelled or powder coated) colour Black (BS 4800:1989 - 00 E 53) to Performance standards at 7.8.5 of Framework Schedule 1: Specific Mandatory Requirements Lot 3
 - 9.58.5. The chair shall meet the following performance requirements of:
 - 9.58.5.1. BS EN 16139: 2013 (Test level 3)
 - 9.58.5.2. BS 5852: 2006, Clause 12 Medium hazard
 - 9.58.5.3. Oxygen index 23/24% and
 - 9.58.5.4. BS EN 14703:2007 (item 2037)

9.59. Chair (Folding Metal) Requirements

- 9.59.1. The chair shall be capable of being folded flat for easy transport and storage
- 9.59.2. The tube ends shall be capped with high-grade polyethylene inserts
- 9.59.3. The seat shall be a one piece pressing with fully curved edges for strength and durability and a 'waterfall' shape to the front corners
- 9.59.4. The back shall be a one piece pressing with fully curved edges
- 9.59.5. The underframe shall be finished (stove enamelled or powder coated) colour Light Grey (BS 4800:1989 - 00 A 03) to Performance standards at 9.8.5 of Framework Schedule 1: Specific Mandatory Requirements Lot 3
- 9.59.6. chair shall meet the performance requirements of:
 - 9.59.6.1. BS EN 16139: 2013 (Test level 3)

9.60. Side Chair (Item 2102) Requirements

- 9.60.1. The side chair shall have an upholstered seat and back
- 9.60.2. The timber frame shall be constructed from hardwood
- 9.60.3. The leg frames square section tapered at the foot
- 9.60.4. The back rail raked to provide a comfortable seating position
- 9.60.5. The frame shall have two stretcher rails each side between the front and back legs and a further central rail
- 9.60.6. The frame shall be constructed using traditional haunched mortised and tenon joints, however, alternative methods of construction, equal in performance, may be considered
- 9.60.7. The chair shall be stained dark oak and finished with a clear semi-matt lacquer
- 9.60.8. The fabric to be selected by Buyer(s). See Framework Schedule 1 Specification, Specific Mandatory Requirements Lot 3 para 9.10.1 for available colours. See Framework Schedule 1 Specification, Specific Mandatory Requirement Lot 3 para 9.5 for fabric specific requirements
- 9.60.9. The foam shall conform to BS 3379:2005 + A1:2011 (Class V)
- 9.60.10. The upholstery composites shall conform to BS 7176:2007 + A1:2011 (Medium Hazard)

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9.60.11. The chair shall meet the strength and stability performance of BS EN 16139:2013 (Test level 3)

9.61. Tub Chair (Item 2103) Requirements

9.61.1. The frame strength is of great importance and all joints shall be fully closed and adhered

9.61.2. The unit shall be upholstered in plain fabric in a minimum of three colour-ways as selected by the Buyer(s). See Framework Schedule 1 Specification, Specific Mandatory Requirements Lot 3 para 9.10.1 for available colours. See Framework Schedule 1 Specification, Specific Mandatory Requirement Lot 3 para 9.10.4 (iv) for fabric specific requirements

9.61.3. The foam shall conform to BS 3379:2005 + A1:2011 (Class V)

9.61.4. The upholstery composites shall conform to BS 7176:2007 + A1:2011 (Medium Hazard)

9.61.5. The chair shall meet the performance requirements of BS EN 16139:2013 (Test level 3)

9.62. Modular Bench Seat Requirements

9.62.1. The bench seat shall comprise of a fully upholstered seat unit supported by a panelled box type supporting base

9.62.2. The Buyer(s) shall select the colour. See Framework Schedule 1 Specification, Specific Mandatory Requirements Lot 3 para 9.10.1 for available colours. See Framework Schedule 1 Specification, Specific Mandatory Requirement Lot 3 para 9.10.4 (iv) for fabric specific requirements

9.62.3. The foam shall conform to BS 3379:2005 + A1:2011 (Class V)

9.62.4. Upholstery composites shall conform to BS 7176:2007 + A1:2011 (Medium Hazard)

9.62.5. The seat shall meet the performance requirements of BS EN 16139:2013 (Test level 3)

9.63. Under Desk Pedestal Requirements

9.63.1. The pedestal shall comply with the following standards:

9.63.1.1. BS EN 14073-2: 2004

9.63.1.2. BS EN 14073-3: 2004 and

9.63.1.3. BS EN 14074: 2004

10. Specific Mandatory Requirements Lot 4

10.1. This Lot is intended for the provision of High Density Steel Storage Furniture

10.2. This section provides detail of specific mandatory requirements in conjunction with the general mandatory requirements in Section 5 that Suppliers shall fulfil

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in their entirety under Lot 4 in order to meet the requirements of this Framework Contract

- 10.3. Specific goods and services not included in the prices in Framework Schedule 3 – Framework Prices may be agreed between the Supplier and the Buyer(s) and added to the Call Off Schedule 5 – Pricing Details. These Non-Core products will be offered to Buyer(s) at a discounted rate as per paragraph 5.8.2.1

10.4. Performance Standards

- 10.5. This section details the Lot specific technical requirements for ranges of trade pattern static and mobile storage systems
- 10.6. The Buyer(s) may require the Supplier to provide evidence of test certificates showing conformity with Standards listed for all products in Lot 4. The Buyer(s) will stipulate this requirement at Call Off
- 10.7. The Buyer(s) can decline all product ranges that cannot be supported with the required test certification

10.8. Test Requirements

10.8.1. Steel bolted shelving

- 10.8.1.1. BS 826:1978 Specification for steel single tier bolted shelving (angle upright type) Office Storage
- 10.8.1.2. BS 4875 – 7:2006 Part 7: Domestic and contract storage furniture – Performance requirements. Minimum requirement Test Level 4
- 10.8.1.3. BS 4875 – 8:1998 Part 8: Methods for determination of stability of non-domestic storage furniture

10.8.2. Power Operated Racking

- 10.8.2.1. BS EN 15095:2007+A1:2008 Power-operated mobile racking and shelving, carousels and storage lifts. Safety requirements

10.8.3. Static and Mobile Racking

- 10.8.3.1. BS EN 14073-2: 2004 Office Furniture – Storage Furniture. Part 2: Safety Requirements
- 10.8.3.2. BS EN 14073-3: 2004 Office Furniture – Storage Furniture Part 3: Test methods for the determination of stability and strength of the structure
- 10.8.3.3. BS EN 14074:2004 Office Furniture - Tables and desks and storage furniture. Test methods for the determination of strength and durability of moving parts

10.9. Product Standards

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- 10.9.1. The Supplier shall ensure that its products conform to the recommendations of BS EN 16893:2018
- 10.9.2. The Supplier shall ensure that the product satisfies The Machinery Directive 2006/42/EC and the Supply of Machinery (Safety) Regulations 2008
- 10.9.3. Suppliers offering electrically operated systems shall ensure all products are CE marked and comply with the Electrical Equipment (Safety) Regulations 2016
- 10.9.4. Suppliers should apply principles addressed within the SEMA (Storage Equipment Manufacturers Association) code of practice or similar to the design of mobile shelving systems
- 10.9.5. Suppliers shall offer a range of shelving systems which satisfy performance requirements and test methods for structural safety and stability as specified within paragraph 10.8 Test Requirements
- 10.9.6. Prior to purchase the Supplier shall ensure that the Buyer is provided with the appropriate information with regard to weights, loading, rolling point loads etc., to allow the Buyer to obtain structural clearance for the building
- 10.9.7. Suppliers shall offer a storage filing survey for the repositioning or reconfiguration of new or existing storage in accordance with the Buyers requirements

10.10. High Density Static Racking

- 10.10.1. Suppliers shall offer a range of static racking solutions which satisfy performance requirements for structural safety in accordance with BS EN 14073-2: 2004. Methods of testing are described in BS EN 14073-3: 2004
- 10.10.2. Suppliers shall offer static racking solutions to satisfy various height and width dimensions and finishes in accordance with Buyer requirements
- 10.10.3. The Supplier shall ensure that static racking solutions are available with adjustable shelves

10.11. High Density Mobile Shelving

- 10.11.1. The Supplier shall offer a range of manually operated mobile shelving
- 10.11.2. The maximum depth shall be three units deep
- 10.11.3. The Supplier shall offer a range of mechanically assisted mobile shelving utilising a manual load linkage system to transmit an assisting force to the base. All chain drives shall be fully enclosed to prevent injury to the user
- 10.11.4. Mechanically assisted mobile shelving shall utilise a hand crank mechanism or similar
- 10.11.5. The Suppliers mobile racking solutions shall satisfy performance requirements for structural safety in accordance with BS EN 14073-2: 2004. Methods of testing are described in BS EN 14073-3: 2004
- 10.11.6. The Supplier shall offer a range of power operated mobile shelving, utilising an electric power source to assist motion

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- 10.11.7. The Supplier shall offer electronically operated mobile shelving that satisfies structural safety requirements in accordance with BS EN 15095:2007+A1:2008
- 10.11.8. Mobile shelving shall be fitted with a top retention bracket solution to prevent forward tipping of the shelving unit
- 10.11.9. The Supplier shall offer mobile racking solutions to satisfy various height and width dimensions and finishes in accordance with the Buyer requirements
- 10.11.10. Shelving solutions shall be offered with a variety of internal units, including but not limited to lateral filing rail, pull out suspension filing rail, adjustable shelves, and adjustable dividers
- 10.11.11. The Suppliers mobile racking solutions shall be available with a locking mechanism
- 10.11.12. The Suppliers mobile racking solution shall utilise surface mounted rails and/or flush mounted rails in accordance with the Buyer requirement

10.12. Rotary Storage

- 10.12.1. The Supplier may offer a range of rotary shelving which satisfy performance requirements for structural safety in accordance with BS EN 14073-2: 2004. Methods of testing are described in BS EN 14073-3: 2004
- 10.12.2. Rotary units shall be mounted on a heavy duty rotary base and feature double sided shelving bays
- 10.12.3. The Suppliers rotary shelving solutions shall be available with adjustable shelves

10.13. Gondola Shelving

- 10.13.1. The Supplier shall offer a range of gondola shelving which satisfy performance requirements for structural safety in accordance with BS EN 14073-2: 2004. Methods of testing are described in BS EN 14073-3: 2004
- 10.13.2. The Supplier shall offer static racking solutions to satisfy various height and width dimensions and finishes in accordance with Buyer requirements

10.14. Accessories

- 10.14.1. The Supplier shall offer a range of accessories, including but not limited to file pockets, folders, and cardholders

10.15. Materials

- 10.15.1. The Supplier shall ensure that all materials are suitable for the purpose and shall conform to the British and European Standards, as outlined in paragraph 10.8 Test Requirements
- 10.15.2. Products shall be manufactured from materials suitable for their intended use to ensure the finished product is durable, fit for the purpose and aesthetically pleasing

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- 10.15.3. The Supplier shall ensure that all fixtures and fittings have an anti-corrosive finish and shall be of an appropriate quality to ensure their function is consistent with the performance required
- 10.15.4. All glass used in the furniture design shall satisfy requirements of the fragmentation test Clause 8.3 of BS EN 12150-1:2015
- 10.15.5. All file pockets and folders shall be manufactured from legal and sustainable timber sources in accordance with UK Government Timber Procurement Policy and/or manufactured from 100% recycled timber

10.16. Construction

- 10.16.1. This section should be read in accordance with paragraph 5.9 of this General Specification
- 10.16.2. All welding shall be free from distortion, oxidation arcing, blowholes or any other similar defects
- 10.16.3. The size of weld shall be appropriate to the thickness of the work piece and strength for application
- 10.16.4. All weld grinding and dressing shall be undertaken in a workmanlike manner to avoid impairment of the weld strength
- 10.16.5. All notching shall fit accurately with mating components
- 10.16.6. All flanges shall be smooth and free from any imperfections
- 10.16.7. All burrs and sharp edges shall be removed from the finished product
- 10.16.8. Shelving shall be manufactured from mild steel of appropriate gauge thickness for the weight loading offered
- 10.16.9. Shelving bays shall to be constructed with 2 sidewalls, bolted back sheets and clipped adjustable shelves providing differing usable levels between the top and base and shall be secured using bolts of appropriate durability
- 10.16.10. Mobile shelving bases shall be rigid and be sufficient to carry the load without deflection
- 10.16.11. Mobile shelving products shall have a ground clearance of no more than 12mm between the mobile base underside and floor
- 10.16.12. Each shelf should have a minimum uniform distribution load weight load capacity of 80kgs
- 10.16.13. Mobile shelving bases shall be fitted with guidance wheels to maintain their position squarely on the rails. The wheel units and guide wheels shall not require maintenance over the expected product life
- 10.16.14. Control hand wheels should be of a three spoke or similar design with central locking mechanism. The central locking mechanism shall incorporate a key locking facility to restrict access in accordance with the Buyers requirements
- 10.16.15. All nuts and bolts used in the product construction shall be secured with either nyloc nuts, a thread locking compound or anti-vibration washers
- 10.16.16. The product design shall incorporate buffers between each rack unit.

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10.16.17. All electrical installations on site shall be carried out by an Electrician qualified to IEE Regulations 17th Edition standard

10.17. Finish

10.17.1. This section should be read in conjunction with paragraph 5.34 of this General Specification

10.17.2. Pigmented finishes shall satisfy the requirements of BS 3900 to comply with the following test Standards:

10.17.2.1. Scratch test

BS EN 1518:2018 The finished panel shall withstand a needle weight of 3000g without penetration to the substrate

10.17.2.2. Cross cut test

BS EN ISO 2409:2020. The spacing of the cuts in each direction shall be 2mm. An adhesive tape, similar to sellotape, adhered to the surface by a firm even pressure and removed with a smooth action, manually or mechanically, at a rate 20 mm/s to 50mm/s. The test panel shall meet classification "0"

10.17.2.3. Impact test

BS 3900, Part E3: 1973. Indentation to a depth of 2.5mm, coated surface uppermost, and no damage to the finish shall be seen

10.17.2.4. Bend test:

BS EN ISO 6860:2006, BS 3900, Part E11:2006 (conical mandrel).

No loss of adhesion or cracking beyond 25mm from apex cone

11. Specific Mandatory Requirements Lot 5

11.1. This Lot is intended for the provision of Deliverables to facilitate Buyers sustainability requirements for furniture fulfilment and/or sustainable disposal.

11.2. This will include, but is not limited to:

Remanufacturing of own assets

Reuse of goods

Buying of remanufactured / sustainable furniture

MOD Repair and renovations (as per Annex H - Lot 5 MOD Repair and Renovations Technical Specification)

11.3. This section provides detail of specific mandatory requirements in conjunction with the general mandatory requirements in Section 6 that Suppliers shall fulfil in their entirety under this Lot in order to meet the requirements of this Framework Contract

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- 11.4. Specific goods and services not included in the prices in Framework Schedule 3 – Framework Prices may be agreed between the Supplier and the Buyer(s) and added to the Call Off Schedule 5 – Pricing Details
- 11.5. The requirements in this Lot from section 11.7, should be read in conjunction with Annex H - Lot 5 MOD Repair and Renovations Technical Specification
- 11.6. **General Lot Requirements for Remanufactured and Reused Furniture**
 - 11.6.1. Suppliers shall offer the provision of an office clearance service. The disposal of items shall include but not limited to:
Removal of all products for reuse (through donations, sales or redistribution within a Buyers locations)
Refurbishment and/or remanufacture
Recycling and sustainable disposal
 - 11.6.2. This service shall include certification of the end use of items.
Sustainability data shall be reported to Buyers to contribute to their carbon net zero objectives
 - 11.6.3. Suppliers shall offer the provision of Design Services, Sustainability and Carbon Reduction consultancy advice, including but not limited to:
 - 11.6.4. Audits of existing furniture to optimise re-manufacturability and sustainability
 - 11.6.5. Review of new furniture specs to ensure second life use is fully considered
 - 11.6.6. Advice on carbon budgets and carbon reduction
 - 11.6.7. Information management to track furniture items, its history and sustainability
 - 11.6.8. Suppliers shall offer a remanufacturing service for Buyers existing furniture items, for uplift and return, meeting Buyer requirements.
 - 11.6.9. Suppliers shall have capabilities including: powder coating, spray painting, upholstery, polishing, CNC machining cleaning, sourcing parts
 - 11.6.10. Suppliers shall offer a range of externally sourced furniture items that are fully remanufactured
 - 11.6.11. Suppliers shall offer a general furniture refurbishing and repurposing service for Buyer's existing items, including but not limited to; reupholstering services, repairs to table tops, repairs to desking and components, repairing of loose joints, replacing of damaged or missing components, re-sizing desking
 - 11.6.12. To reduce product and carbon miles, Suppliers shall use the most carbon efficient process and location to conduct the required work, with a first option and consideration for in situ refurbishment, should this be the Buyer's preference and if possible in the wider scheme of work

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- 11.6.13. Suppliers shall use a network of subcontractors to provide regional service where possible
- 11.6.14. To ensure quality standards, refurbishments of technical nature shall be conducted from the closest hub location that the Supplier or its Key Sub-Contractor operates
- 11.6.15. Suppliers may be required to offer Buyers the provision of an eMarketplace or portal solution in which to advertise surplus items and products to a community or pool of users or organisations, as per Buyer requirements. Buyers may use this eMarketplace to consider options before new furniture is required
- 11.6.16. Supplier may provide as an option to Buyers, a range of furniture items, or the ability to provide furniture items as required, that are made from recycled post consumer waste items
- 11.6.17. All products and services procured through Lot 5 shall be accompanied by certification to confirm carbon benefits achieved
- 11.6.18. The Supplier shall ensure all items of furniture delivered, repaired, altered or remanufactured are asset tagged, in a discrete location on the item, in accordance with para 5.30
- 11.6.19. The Supplier shall incorporate requirements of the latest legislation, particularly health & safety, in the process of repair and renovation
- 11.6.20. All references made to British, European and International Standards shall be deemed to be the latest editions, it shall be the responsibility of the Supplier to ensure compliance with the latest standards and tests, manufacturing and product labelling criteria.
- 11.6.21. The Supplier shall not vary or depart from that which is described in this specification without the prior consent in writing from the Buyer(s)
- 11.6.22. The Supplier shall ensure that all work is undertaken to the Buyer(s) satisfaction. Any work undertaken deemed unsatisfactory by the Buyer shall be reworked to the appropriate standard at the Supplier's expense
- 11.6.23. The Supplier shall ensure that any items in the Supplier's custody are insured (at full replacement value) against all risks (including loss or damage to the item being repaired)
- 11.7. **General Requirements for MOD Repair and Renovation Services**
 - 11.7.1. Any Buyer requests for repair/renovation to Single Living and Mess and Barracks (SLA) and Antique Furniture Products will be classed as a special task. The Buyer(s) will raise a request for quotation via a Further Competition
 - 11.7.2. For the pricing for any repair and renovation of furniture products to be viable, the cost of repair will be lower than the price of a new product
 - 11.7.3. The Supplier shall monitor and track all items from initial item pick up to delivery of renovated products to Buyer(s) premises
 - 11.7.4. The Supplier shall ensure all repair and renovation work undertaken (including Antique restoration) is undertaken by suitably qualified personnel

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11.8. Timber Renovation Requirements

- 11.8.1. The Supplier will be required to work with a range of timber materials including manufacturing boards, veneers, MFCs, solid timber and lippings
- 11.8.2. The Supplier shall be required to use both traditional skills and modern methods to undertake:
 - 11.8.2.1. Repairing of loose joints
 - 11.8.2.2. Replacing of damaged or missing components
 - 11.8.2.3. Veneering and matching veneers and timbers
 - 11.8.2.4. Woodturning and Carving and
 - 11.8.2.5. Repairing or replacing Desk Leather/Vinyl
- 11.8.3. All timber used in the renovation or repair of the products must be obtained from regions and countries that operate legal and documented long-term sustainability programmes
- 11.8.4. Any particle board used in the renovation or repair of these products shall comply with the following requirements:
 - 11.8.4.1. BS EN 312:2010 Particleboards Specifications Type P2 - Requirements for boards for interior fitments (including furniture) for use in dry conditions and
 - 11.8.4.2. Class E1 formaldehyde release as specified in this standard
- 11.8.5. Any MDF used in the repair and renovation of these products shall comply with the following requirements
 - 11.8.5.1. BS EN 622-5:2009 'Fibreboards Specifications Part 5 - Requirements for dry process boards (MDF) and
 - 11.8.5.2. Class E1 formaldehyde release as specified in BS EN 622-1:2003 Fibreboards Specifications Part 1 General requirements
- 11.8.6. Repair to wood surfaces shall be, but not restricted to, the removal of scratches, dents, chips, watermarks and burns that can be undertaken to a professional standard
- 11.8.7. Products with fractured components shall be considered for disposal if spare components are not available to make good of the item
- 11.8.8. "Beyond Economic Repair (BER)" products may be used to provide spare parts. Where an item is deemed BER, a copy of Annex I - BER certificate shall be completed and provided to the Buyer
- 11.8.9. In preparation, all fabric and fillings shall be removed from the item
- 11.8.10. Old lacquer finishes shall be thoroughly removed from show wood (external surfaces) provided internal surfaces are not damaged or scratched
- 11.8.11. All carcass and framed joints shall be closely examined, those found to be open or loose, shall be dismantled, rebuilt and re-glued where appropriate to provide a sound framework
- 11.8.12. Screw fixed joints shall be sound. Fixing holes may be repaired by filling with a suitable timber plug, firmly bonded into position. All fixing screws

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- and bolts are to be of correct length and where appropriate, their threads must be sufficient to properly fill the nuts, tee-nuts or threaded inserts
- 11.8.13. Damaged areas are to be repaired, damaged or broken dowels, rails or tenons replaced. Missing or defective parts such as corner blocks and drawer stops are to be replaced
- 11.8.14. Replacement of components through salvage shall be made where appropriate
- 11.8.15. Surface damage to solid timber components of products may be removed by light skimming or abrading with any sharp arises softened. Small bruises in solid or veneer materials shall be removed using the steam heat method, care being taken to ensure the bond between veneer and substrate is not affected. Deep indentation shall be made good with either solid or veneer inserts of suitable shape, colour and grain match, closely fitted and firmly bonded into position. A suitable hard stopping may only be used to fill very minor cracks or holes
- 11.8.16. After filling, show wood surfaces shall be 'sanded' smooth ready to accept the lacquer finish
- 11.8.17. When surfaces require re-veneering, "Rift", "Quarter" or "Through" cut veneers either book matched or slip matched shall be used with all veneers trimmed to exclude sap
- 11.8.18. All surfaces shall be finished with a clear lacquer to give a natural appearance
- 11.8.19. All hardware (handles and locks etc.) shall be removed prior to sanding, finishing work
- 11.8.20. All re-assembled and renovated/repared items shall stand square and rigid with gap free joints; drawers and doors shall be fitted correctly and function smoothly with minimum parallel and aligned clearance
- 11.8.21. All screw fixings shall be tight and sound
- 11.8.22. Final polishing is to be executed sympathetically.
- 11.8.23. The Supplier is to have the capability of applying:
- 11.8.23.1. Modern nitro-cellulose finishing or water-based finishing;
 - 11.8.23.2. Colour stain matching,
 - 11.8.23.3. Reviving existing finishes
 - 11.8.23.4. Retaining patination and
 - 11.8.23.5. French and Wax polishing
- 11.8.24. Products with timber finishes such as Afrormosia, Mahogany, Rosewood and Oak shall be re-finished using modern clear A/C wood finishes
- 11.8.25. Products featuring simulated finishes such as Rosewood or Mahogany stain on Oak shall be recreated using an appropriate stain then re-finished using clear wood finishes
- 11.8.26. When the Buyer requests matching to an existing item, the Supplier may be expected to provide stained and finished boards so that approval can be provided in advance to any repair and renovation work

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- 11.8.27. All finished surfaces shall be smooth and free from extraneous material and crazing
- 11.8.28. Fittings and components previously removed shall be cleaned and re-attached
- 11.8.29. Those that no longer function shall be replaced with new

11.9. Upholstered Furniture Renovation Requirements

- 11.9.1. All existing upholstery material shall be removed and replaced with new compliant materials including foams and interliner (if appropriate). The fabric removed shall be replaced with similar fabric. All fabrics must comply Section 7 of Annex H - MOD Repair and Renovation Technical Specification
- 11.9.2. The Supplier is to have the following upholstery capabilities/services:
 - 11.9.2.1. Modern & Antique Furniture Upholstery
 - 11.9.2.2. Refilling cushions with a variety of fillings
 - 11.9.2.3. Fitting of replacement springs and spring units
 - 11.9.2.4. Supplying and fitting of replacement castors and castor blocks
 - 11.9.2.5. Minor cosmetic reupholstery when fabrics are damaged, including burns
 - 11.9.2.6. Replacing broken or damaged buttons on Chesterfields suits and
 - 11.9.2.7. Fitting of trims, valances and the re-stitching of seams and piping
- 11.9.3. Frames shall be renovated in accordance with paras 11.8 and 11.9 of the Specific Mandatory Requirements for Lot 5
- 11.9.4. Each product shall be renovated with due regard to the original process employed. All seats shall be removed and replaced using new webbing/springing, including spring units, spring canvas, scrim and cotton felt/wadding
- 11.9.5. All upholstery shall be accurately and neatly fitted with staples fully driven home
- 11.9.6. Raw edges must be turned under a minimum of 10mm and secured at 20 mm centre
- 11.9.7. Staples shall be positioned so that wherever possible they will be concealed
- 11.9.8. Defective springing, slack webbing and canvas shall be replaced
- 11.9.9. Foam shall be of similar size to the original and fabricated to achieve the correct final dimensions after normal compression in covering. Foam units on rigid bases shall be securely bonded to the base
- 11.9.10. Foams shall conform to BS 3379: 2005 + A1:2011 (Severe), chair seats (Very Severe)
- 11.9.11. Upholstered composites shall conform to BS 7176: 2007 + A1: 2011 (hazard Level Medium, occasionally Hazard Level High)

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- 11.9.12. Foam pads shall be made 5mm larger all round than their wooden bases and must be positioned to ensure that the cover is protected from sharp edges. Pads must be securely bonded to their bases with compatible adhesive
- 11.9.13. Loose seats and stuff-over chairs shall have a minimum of 3 x 3 webs. Sprung seats shall be webbed to ensure bottom coil of spring is supported by 4 interlaced webs
- 11.9.14. Seat webs shall be spaced within a maximum distance of 75mm between webs. Back webs shall be spaced with a maximum distance of 100mm between webs. Replacement suspension system shall be fitted in accordance with the manufacturer's instructions, rubber webbing to be spaced identical to the original design
- 11.9.15. The ends of feet and hollow components shall be closed or capped. Where caps are used they must have an interference fit and not be vulnerable to accidents or deliberate removal
- 11.9.16. Whilst all fully upholstered products are to be covered with the prescribed fabric, those products for use with stretch or tailored loose covers are to be covered with a Fire Retardant "Schedule 3" Interliner conforming to Table C of the Specific Mandatory Requirements for Lot 5
- 11.9.17. Fire Retardant Schedule "3" interliner shall be a dark blue/black and the covering must be fitted with the warp vertical on backs and running from front to back of seats and arms
- 11.9.18. The following section relates to the renovation of Divan Bases
- 11.9.19. Damask or woven ticking shall be in accordance with BS EN 14976:2005
- 11.9.20. All existing upholstery material shall be removed and replaced with new compliant materials
- 11.9.21. Best practices shall be adopted in the re-upholstery of the divan bases. The renovated divan base shall be free from loose ends of sewing, protrusions of material or fastenings which may cause injury or discomfort
- 11.9.22. To replace and repair broken internal struts where possible; to ensure the strength and durability of the divan bed is maintained
- 11.9.23. When renovated, the divan bases shall comply with: BS 7177:2008 + A1:2011 (Medium Hazard)

11.10. Metal Product Renovation

- 11.10.1. This section covers the renovation of products manufactured from metal or products that have metal frames or components
- 11.10.2. All fabric and fillings shall be removed from upholstered products. Where applicable, timber platforms shall also be detached from frames
- 11.10.3. Before any welding is undertaken dents shall be panel beaten out. Sheet surfaces shall be left level and flat, requiring the minimum amount of

Framework Schedule 1 (Specification)

- compound filling. Small perforations and dents that cannot be beaten out shall be filled using compound filler
- 11.10.4. Broken or weak welded joints shall be cleaned, correctly aligned and re-welded. Welds shall have full penetration, be neatly executed, free from holes and spikes and dressed smooth
- 11.10.5. Fittings and mechanisms shall be inspected, cleaned and if required lubricated. Where practicable, fittings shall be repaired and restored to near original condition. Threaded inserts and studs shall be inspected and if not fully functional, replaced, all fixing screws and bolts are to be of correct length and where appropriate, their threads must be sufficient to properly fill the nuts, tee-nuts or threaded inserts
- 11.10.6. Defective locks, mechanisms shall be replaced
- 11.10.7. Painted surfaces shall be degreased, loose paint and corrosion removed, and surfaces cut back to receive the final finish. Existing finishes may remain provided they are sound & flat
- 11.10.8. All metal work shall be completely free from rust and scale and properly degreased and phosphated prior application of the final surface finish to ensure good adhesion of the final stove enamelled or epoxy-powder powder coated finish
- 11.10.9. Before the application of any new paint, re-assembled products shall be checked for alignment, rigidity and safety
- 11.10.10. The bottom of all steel carcasses furniture shall be prepared to prevent damage to floors
- 11.10.11. Re-finished containers including internal fittings such as shelves shall be coated inside and out. Components with electroplated surfaces shall be removed or masked (as appropriate) before application of coatings
- 11.10.12. Fittings and components previously removed shall be reattached after refinishing
- 11.10.13. In order to achieve the strength of bond required, the coating (powder or enamel) shall be applied in a factory environment and require stoving
- 11.10.14. The Buyer shall determine the choice of colour for re-finishes
- 11.10.15. The surface finish shall be non-reflective, flat, smooth and free from any imperfections with high durability and resistance to impact and abrasion
- 11.10.16. The paint finish shall have a low and consistent level of gloss and the finish shall meet the performance requirements of Table A
- 11.11. Marking and Repackaging of Renovated Items**
- 11.11.1. The Supplier shall ensure that product marking is present after renovation
- 11.11.2. Product marking shall be applied in such a way as to be difficult to remove. Permanent printing on a label, sewn, stapled or rigidly fixed may be used

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- 11.11.3. Upholstery products shall be marked by means of a secure printed linen label
- 11.11.4. Product marking shall include
- 11.11.4.1. Supplier name
 - 11.11.4.2. Product Code
 - 11.11.4.3. NATO Stock Number
 - 11.11.4.4. Date of manufacture/supply/renovation
 - 11.11.4.5. Guarantee Period
 - 11.11.4.6. Batch number and
 - 11.11.4.7. Chain of custody (where appropriate)
- 11.11.5. In addition for upholstered products the marking shall include the BS 7176:2007 + A1:2011 (Medium Hazard) or BS 7177:2008 + A1:2011 (Medium Hazard) flame retardancy rating that the product complies with the “Carelessness Causes Fire” warning swing ticket
- 11.11.6. Regarding packaging all products shall be packed and protected to ensure delivery to the final destination in an undamaged condition. For delivery with installation orders this protection may be provided by means of blanket wrapping, for delivery only orders a commercial trade package shall be required

11.12. Performance Standards for Finishes and Fabrics

- 11.12.1. Detailed below are the performance criteria for Surface Finishes (Metal & Timber) and Upholstery Fabrics

| Surface Finish - Metal | | |
|------------------------|--|-------------------------------|
| Table A | Standard | Performance |
| i | BS EN ISO 1518- 1:2019 | Scratch: 3000g Load |
| ii | BS 3900 Pt E3:1973 | Impact: Indentation 2.5mm |
| iii | BS 3900 Pt E11:2007/BS EN ISO 6860:2006 | Bend: 25mm from apex |
| iv | BS 3900 Pt E6:2006/BS EN ISO 2409:2013, Clause 6 | Cross Cut Classification O |

| Upholstery Fabric Type - Velour | | | |
|---------------------------------|------|----------|-------------|
| Table B | Test | Standard | Performance |

Framework Schedule 1 (Specification)

| | | | |
|--|-----------------------|--------------|-----------------|
| | Fabric Classification | BS 2543:2004 | Severe Contract |
|--|-----------------------|--------------|-----------------|

| Upholstery Fabric Type - Interliner | | | |
|-------------------------------------|---|---|-------------|
| Table C | Test | Standard | Performance |
| | Flammability (preferably inherently Fire Retardant) | The interliner shall conform to Schedule 3 of the Furniture (Fire) and (Safety) Regulations 1988 (1989) (1993). BS 7176:2007 + A1:2011 – Medium Hazard | |

| Upholstery Fabric – Vinyl | | | |
|---------------------------|---|------------------------|---------------|
| Table D | Test | Standard | Performance |
| | Flammability (preferably inherently Fire Retardant) | BS 7176:2007 + A1:2011 | Medium Hazard |

| Upholstery Fabric Type - Plain | | | |
|--------------------------------|-----------------------|--------------|-----------------|
| Table E | Test | Standard | Performance |
| i | Fabric Classification | BS 2543:2004 | Severe Contract |

11.12.2. Fabric and Colour Chart Guide. Colours available in Camira fabric Xtreme or similar, Panama (YS078), Curacao (YS005), Havana (YS009)

11.12.3. Chieftain fabrics Just Colour Vinyl or similar, Sapphire Blue, Cobalt, Mulled Wine

11.12.4. Agua Libra -Velour or similar, Tan, Claret, Midnight

Framework Schedule 3 (Framework Prices)

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Framework Schedule 3 (Framework Prices)

1. How Framework Prices are used to calculate Call-Off Charges

1.1 The Framework Prices:

1.1.1 will be used as the basis for the charges (and are maximums that the Supplier may charge) under each Call Off Contract; and

1.1.2 cannot be increased except as in accordance with this Schedule.

1.2 The Charges:

1.2.1 shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;

1.3 Any variation to the Charges payable under a Call Off Contract must be agreed between the Supplier and the Buyer and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3]

2. How Framework Prices are calculated

2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.

3. Are costs and expenses are included in the Framework Prices

3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in a Call Off Order Form the Framework Prices shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

3.1.2 costs incurred prior to the commencement of any Call Off Contract.

4. When the Supplier can ask to change the Framework Prices

4.1 The Framework Prices will be fixed for the first year following the Framework Start Date (the date of expiry of such period is a "**Review Date**"). After this Framework Prices can only be adjusted on each following yearly anniversary of the Framework Start Date (the date of each such anniversary is also a "**Review Date**").

4.2 The Supplier shall give CCS at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

Framework Schedule 3 (Framework Prices)

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4.3 Any notice requesting an increase shall include:

- 4.3.1 a list of the Framework Prices to be reviewed;
- 4.3.2 for each Framework Price under review, written evidence of the justification for the requested increase including:
 - (a) a breakdown of the profit and cost components that comprise the relevant Framework Price;
 - (b) details of the movement in the different identified cost components of the relevant Framework Price;
 - (c) reasons for the movement in the different identified cost components of the relevant Framework Price;
 - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - (e) evidence that the Supplier's profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Framework Start Date.

4.4 Where CCS approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as CCS may determine at its sole discretion and Annex 1 shall be updated accordingly.

5. Other events that allow the Supplier to change the Framework Prices

5.1 The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:

- 5.1.1 a Specific Change in Law in accordance with Clause 24;
- 5.1.2 a review in accordance with insurance requirements in Clause 13;
- 5.1.3 a benchmarking review in accordance with Call Off Schedule 16 (Benchmarking)
- 5.1.4 a request from the Supplier, which it can make at any time, to decrease the Framework Prices;

Annex 1: Rates and Prices

Table 1: Time and Materials

The Supplier (and its Sub-Contractor) shall not be entitled to include any uplift for risks or contingencies within its day rates

The rates below shall [not] be subject to variation by way of Indexation

| Staff Grade | Day Rate (£) |
|-------------|--------------|
| N/A | |

Table 2: Fixed Prices

The rates below shall [not] be subject to variation by way of Indexation

| Framework Price | Fixed Framework Price (£) |
|---|---------------------------|
| See Call-off schedule 5 - Pricing Details | |

Table 3: Volume Based Prices

The rates below shall [not] be subject to variation by way of Indexation

| Framework Price Number | Unit | Number of units per Service Period | Charge per unit (£) |
|------------------------|------|------------------------------------|---------------------|
| N/A | | | |

Framework Schedule 3 (Framework Prices)
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Joint Schedule 1 (Definitions)

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Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

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Joint Schedule 1 (Definitions)

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1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

| | |
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| Achieve" | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly; |
| Additional Insurances" | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements); |
| Admin Fee" | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ; |
| Affected Party" | the Party seeking to claim relief in respect of a Force Majeure Event; |
| Affiliates" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| Annex" | extra information which supports a Schedule; |
| Approval" | the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly; |
| Associates" | means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles; |

Joint Schedule 1 (Definitions)

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| Audit" | <p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract; |
| Auditor" | <ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above; |

Joint Schedule 1 (Definitions)

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| Authority" | CCS and each Buyer; |
| Authority Cause" | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| BACS" | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom; |
| Beneficiary" | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| Business Continuity Plan" | has the meaning given to it in Paragraph 1.3.2 of Call-Off Schedule 8; |
| Buyer" | the relevant public sector purchaser identified as such in the Order Form; |
| Buyer Assets" | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract; |
| Buyer Authorised Representative" | the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form; |
| Buyer Premises" | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them); |
| Call-Off Contract" | the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form; |
| Call-Off Contract Period" | the Contract Period in respect of the Call-Off Contract; |
| Call-Off Expiry Date" | the scheduled date of the end of a Call-Off Contract as stated in the Order Form; |
| Call-Off Incorporated Terms" | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form; |
| Call-Off Initial Period" | the Initial Period of a Call-Off Contract specified in the Order Form; |
| Call-Off Optional Extension Period" | such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form; |
| Call-Off Procedure" | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure); |
| Call-Off Special Terms" | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract; |

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| Call-Off Start Date" | the date of start of a Call-Off Contract as stated in the Order Form; |
| Call-Off Tender" | the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender); |
| CCS" | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP; |
| CCS Authorised Representative" | the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form; |
| Central Government Body" | 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; |
| Change in Law" | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| Change of Control" | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| Charges" | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions; |
| Claim" | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| Commercially Sensitive Information" | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; |
| Comparable Supply" | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| Compliance Officer" | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| Confidential Information" | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly |

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| | designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential; |
| Conflict of interest" | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS; |
| Contract" | either the Framework Contract or the Call-Off Contract, as the context requires; |
| Contract Period" | the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date; |
| Contract Value" | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier; |
| Contract Year" | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| Control" | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly; |
| Controller" | has the meaning given to it in the UK GDPR; |
| Core Terms" | CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts; |
| Costs" | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and |

Joint Schedule 1 (Definitions)

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| | <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p> |
| CRTPA" | the Contract Rights of Third Parties Act 1999; |
| Data Protection Impact Assessment" | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| Data Protection Legislation" | (i) the UK GDPR as amended from time to time; (ii) the 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; |
| Data Protection Liability Cap" | the amount specified in the Framework Award Form; |
| Data Protection Officer" | has the meaning given to it in the UK GDPR; |
| Data Subject" | has the meaning given to it in the UK GDPR; |
| Data Subject Access Request" | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |

Joint Schedule 1 (Definitions)

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| Deductions" | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| Default" | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority; |
| Default Management Charge" | has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information); |
| Delay Payments" | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan; |
| Deliverables" | Goods and/or Services that may be ordered under the Contract including the Documentation; |
| Delivery" | delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly; |
| Dependent Parent Undertaking" | means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract; |
| Disclosing Party" | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential); |
| Dispute" | any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts; |
| Dispute Resolution Procedure" | the dispute resolution procedure set out in Clause 34 (Resolving disputes); |
| Documentation" | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other |

Joint Schedule 1 (Definitions)

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| | documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: l) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables m) is required by the Supplier in order to provide the Deliverables; and/or n) has been or shall be generated for the purpose of providing the Deliverables; |
| DOTAS" | the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions; |
| DPA 2018" | the Data Protection Act 2018; |
| Due Diligence Information" | any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date; |
| Effective Date" | the date on which the final Party has signed the Contract; |
| EIR" | the Environmental Information Regulations 2004; |
| Electronic Invoice" | an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870; |
| Employment Regulations" | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC; |
| End Date" | the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| Environmental Policy" | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer; |
| Equality and Human Rights Commission" | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |

Joint Schedule 1 (Definitions)

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| Estimated Year 1 Charges | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form; |
| "Estimated Yearly Charges" | <p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <ul style="list-style-type: none"> i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; |
| "Exempt Buyer" | <p>a public sector purchaser that is:</p> <ul style="list-style-type: none"> a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council; |
| "Exempt Call-off Contract" | the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract; |
| "Exempt Procurement Amendments" | any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer; |
| Existing IPR" | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| Exit Day" | shall have the meaning in the European Union (Withdrawal) Act 2018; |

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| Expiry Date" | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| Extension Period" | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates; |
| FOIA" | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| Force Majeure Event" | any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain; |
| Force Majeure Notice" | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event; |
| Framework Award Form" | the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS; |
| Framework Contract" | the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service; |
| Framework Contract Period" | the period from the Framework Start Date until the End Date of the Framework Contract; |
| Framework Expiry Date" | the scheduled date of the end of the Framework Contract as stated in the Framework Award Form; |
| Framework Incorporated Terms" | the contractual terms applicable to the Framework Contract specified in the Framework Award Form; |
| Framework Optional Extension Period" | such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form; |
| Framework Price(s)" | the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices); |
| Framework Special Terms" | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract; |

Framework Ref: RM

Project Version: v1.0

Model Version: v3.12

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| Framework Start Date" | the date of start of the Framework Contract as stated in the Framework Award Form; |
| Framework Tender Response" | the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender); |
| Further Competition Procedure" | the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure); |
| UK GDPR" | the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679); |
| General Anti-Abuse Rule" | a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions; |
| General Change in Law" | a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| Goods" | goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ; |
| Good Industry Practice" | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |
| Government" | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| Government Data" | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; |
| "Guarantee Period" | the duration of the warranty required for the Deliverables as set out in Framework Schedule 1 (Specification); |
| Guarantor" | the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract; |
| Halifax Abuse Principle" | the principle explained in the CJEU Case C-255/02 Halifax and others; |
| HMRC" | His Majesty's Revenue and Customs; |

Joint Schedule 1 (Definitions)

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| ICT Policy" | the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure; |
| Impact Assessment" | <p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request; |
| Implementation Plan" | the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer; |
| Indemnifier" | a Party from whom an indemnity is sought under this Contract; |
| Independent Control" | where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly; |
| Indexation" | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form; |
| Information" | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| Information Commissioner" | the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies; |
| Initial Period" | the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires; |
| Insolvency Event" | <p>with respect to any person, means:</p> <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: |

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| | <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p> |
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| Installation Works" | all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract; |
| Intellectual Property Rights" or "IPR" | <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p> |
| Invoicing Address" | the address to which the Supplier shall invoice the Buyer as specified in the Order Form; |
| IPR Claim" | any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract; |
| IR35" | the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ; |
| Joint Controller Agreement" | the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>); |
| Joint Controllers" | where two or more Controllers jointly determine the purposes and means of Processing; |
| Key Staff" | the individuals (if any) identified as such in the Order Form; |
| Key Sub-Contract" | each Sub-Contract with a Key Subcontractor; |
| Key Subcontractor" | <p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p> |

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| | and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form; |
| Know-How" | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date; |
| Law" | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply; |
| Losses" | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly; |
| Lots" | the number of lots specified in Framework Schedule 1 (Specification), if applicable; |
| Management Charge" | the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information); |
| Management Information" or "MI" | the management information specified in Framework Schedule 5 (Management Charges and Information); |
| MI Default" | means when two (2) MI Reports are not provided in any rolling six (6) month period |
| MI Failure" | means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed); |
| MI Report" | means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information); |
| MI Reporting Template" | means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority; |
| Milestone" | an event or task described in the Implementation Plan; |
| Milestone Date" | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved; |

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| Month" | a calendar month and " Monthly " shall be interpreted accordingly; |
| National Insurance" | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004); |
| New IPR" | <p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p> |
| Occasion of Tax Non-Compliance" | <p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p> |
| Open Book Data " | <p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; |

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| | <ul style="list-style-type: none"> ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p> |
| Order" | means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract; |
| Order Form" | a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract; |
| Order Form template" | the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules); |
| Other Contracting authority" | any actual or potential Buyer under the Framework Contract; |
| Overhead" | those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs"; |
| Parent Undertaking" | has the meaning set out in section 1162 of the Companies Act 2006; |
| Parliament" | takes its natural meaning as interpreted by Law; |
| Party" | in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits; |
| Performance indicators" or "PIs" | the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management); |

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| Personal Data" | has the meaning given to it in the UK GDPR; |
| Personal Data Breach" | any event that results, or may result, in unauthorised access to Personal Data held under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach as defined by UK GDPR; |
| Personnel" | all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract; |
| Prescribed Person" | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ; |
| Processing" | has the meaning given to it in the UK GDPR; |
| Processor" | has the meaning given to it in the UK GDPR; |
| Progress Meeting" | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative; |
| Progress Meeting frequency" | the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form; |
| Progress Report" | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates; |
| Progress Report frequency" | the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form; |
| Prohibited Acts" | <p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or |

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| | d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK; |
| Protective measures" | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract. |
| Recall" | a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance; |
| Recipient Party" | the Party which receives or obtains directly or indirectly Confidential Information; |
| Rectification Plan" | the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable); |
| Rectification Plan Process" | the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process); |
| Regulations" | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| Reimbursable expenses" | the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; |

Joint Schedule 1 (Definitions)

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| Relevant Authority" | the Authority which is party to the Contract to which a right or obligation is owed, as the context requires; |
| Relevant Authority's Confidential Information" | <p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p> |
| Relevant Requirements" | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010; |
| Relevant Tax Authority" | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; |
| Reminder Notice" | a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time; |
| Replacement Deliverables" | any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| Replacement Subcontractor" | a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor); |
| Replacement Supplier" | any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer; |
| Request For Information" | a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs; |
| Required Insurances" | the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form; |
| Satisfaction Certificate" | the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test; |

Joint Schedule 1 (Definitions)

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| Security Management Plan" | the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable); |
| Security Policy" | the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier; |
| Self Audit Certificate" | means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate); |
| Serious Fraud Office" | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| Service Levels" | any service levels applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call-Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| Service Period" | has the meaning given to it in the Order Form; |
| Services" | services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form; |
| Service Transfer" | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor; |
| Service Transfer Date" | the date of a Service Transfer; |
| Sites" | any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; |
| SME" | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises; |
| Special Terms" | any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract; |
| Specific Change in Law" | a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date; |
| Specification" | the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form; |
| Standards" | any: |

Joint Schedule 1 (Definitions)

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| | <p>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p> |
| Start Date" | in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form; |
| Statement of Requirements" | a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure; |
| Storage Media" | the part of any device that is capable of storing and retrieving data; |
| Sub-Contract" | <p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p> |
| Subcontractor" | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; |
| Subprocessor" | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract; |
| Subsidiary Undertaking" | has the meaning set out in section 1162 of the Companies Act 2006; |
| Supplier Group" | means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings; and |
| Supplier" | the person, firm or company identified in the Framework Award Form; |
| Supplier Assets" | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets; |
| Supplier Authorised Representative" | the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract; |

Joint Schedule 1 (Definitions)

Crown Copyright 2023

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| Supplier's Confidential Information" | <p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p> |
| "Supplier's Contract Manager | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment; |
| Supplier Equipment" | the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract; |
| Supplier Marketing Contact" | shall be the person identified in the Framework Award Form; |
| Supplier Non-performance" | <p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p> |
| Supplier Profit" | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period; |
| Supplier Profit Margin" | in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage; |
| Supplier Staff" | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract; |
| Supporting Documentation" | sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable; |
| Tax" | a) all forms of taxation whether direct or indirect; |

Joint Schedule 1 (Definitions)

Crown Copyright 2023

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| | <p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p> |
| Termination Notice" | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination; |
| Test Issue" | any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract; |
| Test Plan" | <p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones;</p> |
| Tests " | any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly; |
| Third Party IPR" | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables; |
| Transferring Supplier Employees" | those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date; |
| Transparency Information" | <p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –</p> <p>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</p> <p>(ii) Commercially Sensitive Information;</p> |
| Transparency Reports" | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports); |
| Variation" | any change to a Contract; |
| Variation Form" | the form set out in Joint Schedule 2 (Variation Form); |

Joint Schedule 1 (Definitions)

Crown Copyright 2023

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| Variation Procedure" | the procedure set out in Clause 24 (Changing the contract); |
| VAT" | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| VCSE" | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| Worker" | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; |
| Working Day" | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form; |
| Work Day" | 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and |
| Work Hours" | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks. |

Joint Schedule 2 (Variation Form)

Crown Copyright 2023

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

| Contract Details | |
|--|---|
| This variation is between: | [delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ") |
| Contract name: | [insert] name of contract to be changed] (" the Contract ") |
| Contract reference number: | [insert] contract reference number] |
| Details of Proposed Variation | |
| Variation initiated by: | [delete] as applicable: CCS/Buyer/Supplier] |
| Variation number: | [insert] variation number] |
| Date variation is raised: | [insert] date] |
| Proposed variation | |
| Reason for the variation: | [insert] reason] |
| An Impact Assessment shall be provided within: | [insert] number] days |
| Impact of Variation | |
| Likely impact of the proposed variation: | [Supplier to insert] assessment of impact] |
| Outcome of Variation | |
| Contract variation: | This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] |
| Financial variation: | Original Contract Value: £ [insert] amount] |
| | Additional cost due to variation: £ [insert] amount] |
| | New Contract value: £ [insert] amount] |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 2 (Variation Form)
Crown Copyright 2018

Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 2 (Variation Form)
Crown Copyright 2023

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2023

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2023

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2023

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2023

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).
 - 1.4 product liability insurance, with cover (for a single event or a series of related events and in the aggregate), of not less than five million pounds (£5,000,000)

Joint Schedule 3 (Insurance Requirements)
Crown Copyright 2023

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| No. | Date | Item(s) | Duration of Confidentiality |
|-----|------------|---|-----------------------------|
| 1 | 22/01/2025 | Submitted costings included in Appendix D Price Schedule included in Call-Off Schedule 5 (Pricing Details). | 5 years |
| 2 | 22/01/2025 | Quality and Service Delivery evaluation submissions included in Call-off schedule 4 - Call-off Tender. | 5 years |

Joint Schedule 4 (Commercially Sensitive Information)
Crown Copyright 2023

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. This Code of Conduct was updated in June 2023. ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier Code of Conduct v3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf))
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

Joint Schedule 5 (Corporate Social Responsibility)

Crown Copyright 2023

- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;

Joint Schedule 5 (Corporate Social Responsibility)

Crown Copyright 2023

- 4.1.4 record all disciplinary measures taken against Supplier Staff;
and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.5 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gb>

Joint Schedule 5 (Corporate Social Responsibility)
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Joint Schedule 10 (Rectification Plan)
Crown Copyright 2023

Joint Schedule 10 (Rectification Plan)

| Request for [Revised] Rectification Plan | | |
|---|---|------------------|
| Details of the Default: | [Guidance]: Explain the Default, with clear schedule and clause references as appropriate] | |
| Deadline for receiving the [Revised] Rectification Plan: | [add] date (minimum 10 days from request)] | |
| Signed by [CCS/Buyer] : | | Date: |
| Supplier [Revised] Rectification Plan | | |
| Cause of the Default | [add] cause] | |
| Anticipated impact assessment: | [add] impact] | |
| Actual effect of Default: | [add] effect] | |
| Steps to be taken to rectification: | Steps | Timescale |
| | 1. | [date] |
| | 2. | [date] |
| | 3. | [date] |
| | 4. | [date] |
| | [...] | [date] |
| Timescale for complete Rectification of Default | [X] Working Days | |
| Steps taken to prevent recurrence of Default | Steps | Timescale |
| | 1. | [date] |
| | 2. | [date] |
| | 3. | [date] |
| | 4. | [date] |
| | [...] | [date] |

Joint Schedule 10 (Rectification Plan)

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| | | | |
|---|--|-------|--|
| Signed by the Supplier: | | Date: | |
| Review of Rectification Plan [CCS/Buyer] | | | |
| Outcome of review | [Plan Accepted] [Plan Rejected] [Revised Plan Requested] | | |
| Reasons for Rejection (if applicable) | [add reasons] | | |
| Signed by [CCS/Buyer] | | Date: | |

Joint Schedule 10 (Rectification Plan)
Crown Copyright 2023

Joint Schedule 11 (Processing Data)

Crown Copyright 2023

Joint Schedule 11 (Processing Data)

[Buyer Guidance: Buyers should consider including Call Off Schedule 9 (Security) to ensure their Call-Off Contract contains adequate security measures in order to protect Personal Data in compliance with Annex B of the GDPR PPN 03/22]

Definitions

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

| | |
|------------------------------|---|
| “EU GDPR” | the General Data Protection Regulation ((EU) 2016/679); |
| “Joint Control” | where two or more Controllers jointly determine the purposes and means of Processing; |
| “Processor Personnel” | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; |

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller or further provided in writing by the Controller and may not be determined by the Processor.

Joint Schedule 11 (Processing Data)

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4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) or as further provided in writing by the Controller, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against Personal Data Breach, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development;
 - (iv) cost of implementing any measures;and which shall be maintained in accordance with Data Protection Legislation and Good Industry Practice;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*)) and the Controller's further written instructions;
 - (ii) it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

Joint Schedule 11 (Processing Data)

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- (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74 of the DPA 2018); or
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018, as well as any additional measures determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Processor complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;
- (e) where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the EU GDPR; or
 - (ii) the Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties

Joint Schedule 11 (Processing Data)

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- entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
- (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations);
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and
- (f) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly providing:

Joint Schedule 11 (Processing Data)

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- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable

Joint Schedule 11 (Processing Data)

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controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office, any relevant Central Government Body and/or any other regulatory authority. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any non-mandatory guidance issued by the Information Commissioner's Office, relevant Central Government Body and/or any other regulatory authority.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).

Joint Schedule 11 (Processing Data)

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23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;

Joint Schedule 11 (Processing Data)

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- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Joint Schedule 11 (Processing Data)

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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are:

(a) For Insolvency Service, the Department for Business and Trade (DBT) is the data controller. The contact details of their Data Protection Officer are:

Benedict Collins

Department for Business and Trade
Old Admiralty Building
Admiralty Place
London
SW1A 2DY

Email data.protection@trade.gov.uk

However, the agency retains day-to-day responsibility for data protection matters and can be contacted at foi@insolvency.gov.uk.

(b) Official Receivers when carrying out their duties as officers of the court and the Adjudicator are data controllers in their own right. The contact details of their Data Protection Officer are:

Kate Faulkner-Elliott

The Insolvency Service
3rd Floor Cannon House
18 The Priory
Queensway
Birmingham
B4 6FD

FOI@insolvency.gov.uk

Joint Schedule 11 (Processing Data)

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1.2 The contact details of the Supplier's Data Protection Officer are:

Nicola Needham

Unit 5
 Browmills Industrial Estate
 Brighthouse Road
 Hipperholme
 Halifax
 HX3 8EF

Nicola.needham@emergent-crown.co.uk

01422 319660

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.**1.4 Any such further instructions shall be incorporated into this Annex.**

| Description | Details |
|---|--|
| Identity of Controller and Processor for each Category of Personal Data | <p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> Collecting and storing data, such as home address, for the purposes of delivering office furniture to home addresses Data such as name and email address for accessing a website/user access. |
| Duration of the Processing | The full contract duration, including the extension period, and no longer. |
| Nature and purposes of the Processing | Collecting and storing data for the purposes of delivering office furniture to home addresses and accessing a website/user access. |

Joint Schedule 11 (Processing Data)

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| | |
|--|---|
| Type of Personal Data | Employee name, address, telephone number, email address. |
| Categories of Data Subject | Staff (including volunteers, agents, and temporary workers), users of a particular website etc |
| International transfers and legal gateway | Personal data processed under this contract will be stored on internal servers located at our premises in [REDACTED] UK. Access to this data will be exclusively limited to employees based in the United Kingdom. Therefore, no personal data will be transferred outside of the UK. |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | <p>Data to be retained for the contract duration and no longer.</p> <p>Buyer data must be electronically destroyed once this retention period ends.</p> |

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

Crown Copyright 2023

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Call-Off Schedule 1 (Transparency Reports)
Call-Off Ref:
Crown Copyright 2023

Annex A: List of Transparency Reports

| Title | Content | Format | Frequency |
|-------|---------|--------|-----------|
| N/A | | | |

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

Crown Copyright 2023

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

Call-Off Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

1. Definitions

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

"Acquired Rights Directive" 1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

2

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

"Employee Liability"

3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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| | |
|---------------------------------|--|
| "New Fair Deal" | <p>the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including:</p> <ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer; |
| "Old Fair Deal" | <p>HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;</p> |
| "Partial Termination" | <p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);</p> |
| "Relevant Transfer" | <p>a transfer of employment to which the Employment Regulations applies;</p> |
| "Relevant Transfer Date" | <p>in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;</p> |

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

| | |
|---|---|
| "Supplier's Final Supplier Personnel List" | a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date; |
| "Supplier's Provisional Supplier Personnel List" | a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |
| "Term" | the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract; |
| "Transferring Buyer Employees" | those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date; |
| "Transferring Former Supplier Employees" | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date. |

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.
3. **Which parts of this Schedule apply**

Only the following parts of this Schedule shall apply to this Call Off Contract:

- **Part E (Staff Transfer on Exit) ONLY**

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PART A: STAFF TRANSFER AT THE START DATE OUTSOURCING FROM THE BUYER

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Buyer Employee.

1.2 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Buyer; and (ii) the Supplier and/or any Subcontractor (as appropriate).

2. Indemnities the Buyer must give

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Buyer in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Buyer before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Buyer Employees; and/or

(b) any custom or practice in respect of any Transferring Buyer Employees which the Buyer is contractually bound to honour;

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- 2.1.3 any claim by any trade union or other body or person representing the Transferring Buyer Employees arising from or connected with any failure by the Buyer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Buyer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- 2.1.5 a failure of the Buyer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Buyer Employees arising before the Relevant Transfer Date;
- 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Buyer other than a Transferring Buyer Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.7 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Buyer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

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- 2.2.1 arising out of the resignation of any Transferring Buyer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Buyer as a Transferring Buyer Employee claims, or it is determined in relation to any person who is not identified by the Buyer as a Transferring Buyer Employee, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing; and
 - 2.3.2 the Buyer may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Buyer considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Supplier and/or any Subcontractor.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Buyer, the Supplier shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the

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Supplier takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer within 6 months of the Start Date

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Buyer nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the relevant Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Buyer Employees; and/or

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- (b) any custom or practice in respect of any Transferring Buyer Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Buyer Employees arising from or connected with any failure by the Supplier or any Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Buyer Employees to their material detriment on or after their transfer to the Supplier or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Buyer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or any Subcontractor to, or in respect of, any Transferring Buyer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Buyer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Author Buyer ity Employees in respect of the period from (and including) the Relevant Transfer Date;

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- 3.1.8 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Supplier or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Buyer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
 - 3.1.9 a failure by the Supplier or any Sub-contractor to comply with its obligations under paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Buyer and the Supplier.
- 4. Information the Supplier must provide**
- 4.1 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 5. Cabinet Office requirements**
- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

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5.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in:

5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;

5.2.2 Old Fair Deal; and/or

5.2.3 The New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

6.1 The Supplier shall, and/or shall procure that each of its Subcontractors shall, comply with:

6.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and

6.1.2 Part D: Pensions (and its Annexes) to this Schedule.

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PART B: STAFF TRANSFER AT THE START DATE

TRANSFER FROM A FORMER SUPPLIER

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

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- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
 - 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on

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or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and
 - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5

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provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Start Date.

2.8 If Subcontractor any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or

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- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

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- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
 - 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
 - 3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. Information the Supplier must give

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier and any Subcontractor in writing such information as is

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necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 Old Fair Deal; and/or

5.1.3 The New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:

7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ; and

7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

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PART C: NO STAFF TRANSFER ON THE START DATE

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and

1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:

1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4

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- provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

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Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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PART D: PENSIONS**1. Definitions**

In this Part D and Part E, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes to this Part D:

| | | |
|---|--------------|--|
| "Actuary" | | a Fellow of the Institute and Faculty of Actuaries; |
| "Admission Agreement" | | either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires; |
| "Best Direction" | Value | the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate); |
| "Broadly Comparable" | | <p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p> |
| "CSPA" | | the schemes as defined in Annex D1 to this Part D; |
| "Direction Letter/Determination" | | has the meaning in Annex D2 to this Part D; |

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|---------------------------------------|---|
| "Fair Deal Eligible Employees" | each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D); |
| "Fair Deal Employees" | <p>any of:</p> <ul style="list-style-type: none">(a) Transferring Buyer Employees;(b) Transferring Former Supplier Employees;(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;(d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor); <p>who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Buyer;</p> |
| "Fund Actuary" | a Fund Actuary as defined in Annex D3 to this Part D; |
| "LGPS" | the scheme as defined in Annex D3 to this Part D; |
| "NHSPS" | <p>the schemes as defined in Annex D2 to this Part D;</p> <ul style="list-style-type: none">(a)(b) |

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"Statutory Schemes" means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer¹.

3. Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Buyer:
- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

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- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);
- 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

4. Indemnities the Supplier must give

4.1 The Supplier shall indemnify and keep indemnified CCS, [NHS Pensions], the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:

- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
- 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
- 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

Subcontractor:

- (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
- (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or
- 4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

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4.2 The indemnities in this Part D and its Annexes:

- 4.2.1 shall survive termination of the relevant Contract; and
- 4.2.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to any dispute (i) between the CCS and/or the Buyer and/or the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6. Other people's rights

6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
- 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of

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a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring Fair Deal Employees

8.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment) the Supplier shall or shall procure that any relevant Sub-contractor shall:

- 8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
- 8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and
- 8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

- 9.1 The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.
- 9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPA and/or the relevant Administering Buyer and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Schemes on the Relevant Transfer Date

- 10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which

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the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Such Broadly Comparable pension scheme must be:

- 10.2.1 established by the Relevant Transfer Date²;
- 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
- 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
- 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
- 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).

10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):

- 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
- 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
- 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there

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- are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer³; and
- 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:
- 10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and
- 10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary

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to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this paragraph.

11. Broadly Comparable Pension Scheme in Other Circumstances

- 11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 11.2 Such Broadly Comparable pension scheme must be:
- 11.2.1 established by the date of cessation of participation in the Statutory Scheme⁴;
 - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
 - 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid

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- certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
- 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
- 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme⁵; and
- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair

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Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this paragraph.

12. Right of Set-off

12.1 The Buyer shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:

- 12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
- 12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPA or any Direction Letter/Determination in respect of the NHSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
- 12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

12.2 The Buyer shall also have a right to set off against any payments due to the Supplier under the relevant Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.

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Annex D1:**Civil Service Pensions Schemes (CSPS)****1. Definitions**

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|-----------------------------------|---|
| "CSPS Admission Agreement" | an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services; |
| "CSPS Eligible Employee" | any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement; |
| "CSPS Fair Deal Employee" | a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal; |
| "CSPS" | the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014. |

2. Access to equivalent pension schemes after transfer

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

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- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPA Admission Agreement in accordance with paragraph 2.1 but the CSPA Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPA Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining CSPA Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPA on the date those CSPA Eligible Employees ceased to participate in the CSPA in accordance with the provisions of paragraph 11 of Part D.

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Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|--|--|
| "Direction Letter/Determination " | an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees; |
|--|--|

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**"NHS
Comparable
Employees"**

Broadly

each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS.

**"NHSPS
Employees"**

Eligible

any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.

**"NHSPS Fair Deal
Employees"**

Deal

other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or

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- (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/Determination or other NHSPS "access" facility but who has never been employed directly by the Buyer, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;

"NHS Body"

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

"NHS Pensions"

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

"NHSPS"

the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;

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| | |
|--|--|
| "NHS Pension Scheme Regulations" | as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time; |
| "NHS Premature Retirement Rights" | rights to which any NHS Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time; |
| "Pension Benefits" | any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme. |

2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.
- 2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Supplier must ensure that:

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- (a) all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and
 - (b) the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.
- 2.3 The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.
- 2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.
- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.7 The Supplier will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.
- 3. Continuation of early retirement rights after transfer**
- 3.1 From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.
- 4. NHS Broadly Comparable Employees**
- 4.1 The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with paragraph 5.2 below.

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5. What the buyer can do if the Supplier breaches its pension obligations

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.
- 5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 11 of Part D. Subcontractor.

6. Compensation when pension scheme access can't be provided

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:
 - 6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or
 - 6.1.2 a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.
- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

- 7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

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Annex D3:

Local Government Pension Schemes (LGPS)

Note the LGPS unlike the CSPA & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Buyer, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions

In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|--------------------------------------|---|
| "2013 Regulations" | the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time); |
| "Administering Buyer" | in relation to the Fund NOT USED the relevant Administering Buyer of that Fund for the purposes of the 2013 Regulations; |
| "Fund Actuary" | the actuary to a Fund appointed by the Administering Buyer of that Fund; |
| "Fund" | NOT USED a pension fund within the LGPS; |
| ["Initial Contribution Rate"] | [XX %] of pensionable pay (as defined in the 2013 Regulations);] |

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| | |
|-----------------------------------|---|
| "LGPS" | the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme; |
| "LGPS Admission Agreement" | an admission agreement within the meaning in Schedule 1 of the 2013 Regulations; |
| "LGPS Admission Body" | an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations); |
| "LGPS Eligible Employees" | any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement; |
| "LGPS Fair Deal Employees" | any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; ; |
| "LGPS Regulations" | the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS. |

2. Supplier to become an LGPS Admission Body

- 2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement on or before the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.

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OPTION 1⁷

2.2 [Any LGPS Fair Deal Employees who:

2.2.1 were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and

2.2.2 were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so.]

OPTION 2

[Any LGPS Fair Deal Employees whether:

2.2.3 active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or

2.2.4 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.]

2.3 The Supplier will (and will procure that its Subcontractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Buyer in relation to an LGPS Admission Agreement.

3. Broadly Comparable Scheme

3.1 If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with paragraph 2.1 because the Administering Buyer will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of paragraph 10 of Part D.

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- 3.2 If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of paragraph 11 of Part D.

4. Discretionary Benefits

Where the Supplier and/or any of its Subcontractors is an LGPS Admission Body, the Supplier shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

5. LGPS RISK SHARING^a

- 5.1 Subject to paragraphs 5.4 to 5.10, if at any time during the term of the relevant Contract the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the “Excess Amount”) shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.
- 5.2 Subject to paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of the relevant Contract, the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Buyer an amount equal to $A - B$ (the “Refund Amount”) where:
- A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and
- B = the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.
- 5.3 Subject to paragraphs 5.4 to 5.10, where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when

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the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the “**Exit Payment**”), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.

5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:

- 5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;
- 5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;
- 5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;
- 5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;
- 5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;
- 5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
- 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;

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- 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Buyer under Regulation 70 of the 2013 Regulations;
- 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or
- 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "Exit Credit"), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
- 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:
 - 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
 - 5.7.2 of being informed by the Administering Buyer of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.
- 5.8 Within twenty (20) Working Days of receiving the notification under paragraph 5.7 above, the Buyer shall either:
 - 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
 - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
 - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.

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- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with paragraph 5.8 above, the Buyer shall notify the Supplier in writing. In the event that the Supplier and the Buyer are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.
- 5.11 Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer, shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.
- 5.12 This paragraph 5 shall survive termination of the relevant Contract.

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Annex D4: Other Schemes
NOT USED

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Part E: Staff Transfer on Exit**1. Obligations before a Staff Transfer**

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including)

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the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

Call-Off Schedule 2 (Staff Transfer)

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- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
 - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
 - 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
 - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
 - 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
 - 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
 - 2.9 The indemnity in Paragraph 2.8:
 - 2.9.1 shall not apply to:

Call-Off Schedule 2 (Staff Transfer)

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- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or

Call-Off Schedule 2 (Staff Transfer)

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- working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement

Call-Off Schedule 2 (Staff Transfer)

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Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2023

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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(100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 3 (Continuous Improvement)
Call-Off Ref:
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Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Call-Off Schedule 4 (Call-Off Tender)

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Crown Copyright 2023

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Call-Off Schedule 4 (Call-Off Tender)

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Framework Ref: RM6308

Project Version:
v1.0

Model Version: v3.1

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Framework Ref: RM6308

Project Version:
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Model Version: v3.1

Call-Off Schedule 4 (Call-Off Tender)

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Call-Off Schedule 4 (Call-Off Tender)

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Framework Ref: RM6308

Project Version:
v1.0

Model Version: v3.1

Call-Off Schedule 4 (Call-Off Tender)

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Framework Ref: RM6308

Project Version:
v1.0

Model Version: v3.1

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Framework Ref: RM6308

Project Version:
v1.0

Model Version: v3.1

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Framework Ref: RM6308

Project Version:
v1.0

Model Version: v3.1

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Framework Ref: RM6308

Project Version:
v1.0

Model Version: v3.1

Call-Off Schedule 4 (Call-Off Tender)

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Call-Off Schedule 4 (Call-Off Tender)

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Framework Ref: RM6308

Project Version:
v1.0

Model Version: v3.1

Call-Off Schedule 5 (Call-Off Pricing)
Crown Copyright 2017



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Call-Off Schedule 5 (Call-Off Pricing)
Crown Copyright 2017



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Call-Off Schedule 5 (Pricing Details)
Call-Off Ref:
Crown Copyright 2023

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

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The Insolvency Service’s Responsibilities:

- [Redacted]
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them as “the greatest human rights issue of our time”. To tackle these crimes, the

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Appendix B – Statement of Requirements

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Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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Crown
Commercial
Service

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

- 3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; Law equality on the dates agreed; and
- (f) that comply with Law.

- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and

- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
 - (a) during the Contract Period;
 - (b) for 7 years after the End Date; and
 - (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:
 - (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.

- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working days .

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials)

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(where applicable) relating to any Contract;

- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's

reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

- 10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:
- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
 - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
- 10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- 10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

- 10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
- 10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
- (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 11.3 No Party is liable to the other for:
- (a) any indirect Losses; or
 - (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by Law;
 - (d) its obligation to pay the required Management Charge or Default Management Charge.
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.

- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to

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Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

- 15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; or
 - (e) under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
 - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected the Supplier's costs.
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately

prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

- 28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.
- 28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

- 29.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
 - (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

- 30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

- 31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
- 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may

reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or

(c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

SUSTAINABILITY STRATEGY

2022-2025

The Insolvency Service



The Insolvency
Service

The Insolvency Service Sustainability Strategy 2022-2025

Foreword

By Chris Pleass - Director of Finance and Commercial

It is my great pleasure to present the Insolvency Service Sustainability Strategy, the first strategy of its type for our agency. Following on from the ratification of our Environmental Policy in March this year, this strategy sets out how we will deliver our environmental and wider sustainability objectives.

This strategy sets out our vision for a sustainable agency and the key themes that we have identified to enable us to deliver this vision. Our key themes are carbon and energy management, waste and resource management, sustainable procurement, sustainable travel, biodiversity and nature recovery, and a sustainable workforce. Each theme is accompanied by a set of objectives and targets that set out our plans for delivery. We are also committed as a partner agency to deliver the outcomes and targets set out in the BEIS Sustainability Strategy, and in the wider Greening Government Commitments.

We have a bold ambition to become a leading government agency for sustainability. We will do this by developing our estate into a low-carbon environment; by equipping our staff with the skills they need to become carbon literate citizens; by working with our supply chain to promote just societies and reduce waste and emissions; and by using our influence to promote sustainable behaviours amongst our customers.

As the chair of the Environmental Strategy Group, I am looking forward to steering the agency on this sustainability journey. Sharing our experience and learning with others, to meet our collective objectives for a sustainable society.

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1.0 Introduction

1.1 About us

The Insolvency Service is a Government Executive Agency, sponsored by the Department for Business, Energy and Industrial Strategy (BEIS). We are the government agency that provides services to those affected by financial distress or failure. We play a vital part in promoting long-term economic growth by dealing with financial failure and giving confidence to lend. We work across boundaries within government and collaborate with our partners in the insolvency sector. Our purpose is delivering economic confidence and we do this by:

- supporting those in financial distress
- tackling financial wrongdoing
- maximising returns to creditors.

Our agency strategy has seven strategic themes that underpin everything that we do and our plans for the future:



6

Shape the agency as a great place to work

7

Sharpen our financial model to ensure sustainability

We have identified where the Sustainability Strategy can support the overarching agency strategy, and further details are included in sections 5 and 7.1 of this document.

1.2 Our Vision for a Sustainable Future

An agency that is resilient and adapted to a changing climate

A carbon literate workforce that embeds the principles of sustainability into all of our activities

An agency that recognises and promotes the importance of nature and its links to improved employee wellbeing

An agency that uses resources wisely and applies circular economy principles

An agency that collaborates across its supply chain to deliver social, economic and environmental benefits

A digital first agency providing equitable access to our services for all of our customers. An employer that promotes hybrid working and supports employees to choose sustainable transport options



2.0 Our Approach

Sustainable development is a priority for us as an agency. We are committed to addressing the commitments set out internationally, nationally, and by us as an agency. We recognise that it is a shared responsibility, and that our employees will need the knowledge and skills to integrate sustainability into the activities and decisions that we undertake.

2.1 The Sustainable Development Goals

In 2015, United Nation member states agreed a shared agenda for Sustainable Development. Central to this was the determination of 17 shared goals, the Sustainable Development Goals or SDGs. These 17 SDGs are an urgent call to all nations to recognise that ending poverty, reducing inequalities, improving health, and tackling the climate crisis must be factored into all decision-making if we are to achieve a safe and just society.



As a government agency we have a responsibility to help to deliver the SDGs. We have incorporated the SDGs into the development of this Strategy and as an agency we are committed to playing our part in their delivery. In section 5, we have highlighted the relevant SDGs and how we can deliver change through our daily business activities, by how we manage our estate, and via our supply chain.

2.2 National Policy Obligations

We have a number of key government requirements that we have to meet including the Greening Government Commitments (GGCs), The Climate Change Act (2008), The Ten Point Plan for a Green Industrial Revolution (2020), Build Back Better (2021), Waste Regulations, the Environmental Act (2021), and the 25 Year Environment Plan. Additionally, as a partner organisation to BEIS, we are also fully committed to helping in the delivery of the BEIS Sustainability Strategy 2021/22 – 2025/6. We have as a minimum aligned our objectives and targets accordingly.

2.3 Our Environmental Policy

Here at the Insolvency Service we are committed to protecting and enhancing the environment both locally and globally. In March 2022, our Executive Leadership Team endorsed a new Environmental Policy to clearly set out our objectives in this area. In this respect we will make every effort to:

- EP1. Reduce the impact of our activities on global environmental issues such as climate change, resource depletion, loss of habitat and biodiversity.
- EP2. Prevent environmental pollution arising from our own operations by meeting the requirements of all relevant environmental legislation and use our powers to minimise the impact of others.
- EP3. Minimise the volume of waste generated by the Agency, whilst embedding the Waste Hierarchy of Reduce, Re-use and Recycle into all our waste procedures.
- EP4. Preserve and enhance biodiversity on our sites where we have the opportunities and scope to do so.
- EP5. Encourage the use of sustainable modes of transport or consider alternative working practices where practical e.g. proportionate hybrid working, to mitigate the environmental impact of travel.
- EP6. Support environmental initiatives that improve health and wellbeing.
- EP7. Encourage the reduced consumption of natural resources, water and energy.
- EP8. Operate a procurement policy that minimises the use of environmentally damaging products, packaging and services by considering whole life costs; encourages the reuse and use of recycled materials; and incorporates Social Value considerations within procurement activities.
- EP9. Provide information and support to staff and customers to promote the skills and knowledge required for sustainable development.
- EP10. Commit appropriate levels of staff and financial resources to deliver the aims of the environmental policy.
- EP11. Develop strategic partnerships with local, regional and national organisations to improve the management of environmental issues.
- EP12. Review the Environmental Policy every three years and annually assess the effectiveness of our [this] Sustainability Strategy to reflect the current objectives and targets of the Agency.

The Sustainability Strategy builds upon this earlier work and sets out how we intend to deliver against each of these objectives, whilst setting them into the wider sustainability agenda.

2.4 Sustainability Review

The agency has recently completed a Sustainability Review. This included a mapping exercise of all the agency's activities, across each of the nine Directorates. These activities were identified via interviews with existing colleagues and via two separate sustainability workshops. For each identified activity that the agency undertakes, the associated environmental and social impacts (positive and negative) have been identified.

There has also been a review of current agency policies and targets to ascertain if any existing management controls are effective in reducing or mitigating our impacts. This Strategy sets out how we are going to measure, monitor and manage these impacts, and also fulfil any associated legal compliance obligations. Recommendations for future policies and targets have been established where existing management controls are absent or deemed currently ineffective.

3.0 Leadership and Governance

Our sustainability aims and objectives are set and delivered through a number of strategic groups. Our Board, Executive Leadership Team, Environmental Strategy Group, Sustainable Procurement Working Group and Environmental Champion network; are responsible for the leadership, support, oversight and implementation of this Strategy. However, we recognise that every employee has a role to play, whether directly employed by us or working for one of our suppliers.



4.0 Scope

We have recently established two new groups to shape and deliver our path towards sustainable development. The Environmental Strategy Group provides strategic leadership on local and global environmental issues in support of the agency's Sustainability Strategy and associated Environmental Policy. The group informs policy development and sets our environmental priorities including reducing energy costs and our path to Net Zero. Membership comprises of senior representatives from each directorate and importantly a representative from the newly established Environmental Champions network.

We have set up a separate working group to embed the principles of this Strategy into all our procurement activities. We will benchmark our current practices against Defra's Flexible Framework and identify how we as an agency can work with suppliers to improve sustainability in our supply chain.

Building upon the foundations established by our Grass Roots employee network, we will set up a new and invigorated employee led Environmental Champions network. We recognise that for the objectives of our Environmental Policy and Sustainability Strategy to be embedded throughout the agency, we will need well informed and committed staff. Our Environmental Champions will have the skills they need to feel empowered and supported in their role.

4.1 Our Estate

The agency is currently embarked on an estate rationalisation programme as our estate needs to evolve with the increased use of online and telephony channels by our employees, customers, and other stakeholders. We have more space than we need, and the costs of retaining and upkeeping sites that are not fully utilised is becoming less sustainable. Under our Transforming Workplaces (TWP) programme we will transition the estate over the next five years to 11 multi directorate and multifunctional Regional Centres. Ensuring that we maintain a presence in Wales, Scotland and each of the English regions is in line with wider Government requirements e.g. Rural Proofing and Levelling Up. Our Sustainability Strategy will be focused on delivery at these 11 locations:

| Region/ Country | Location | Region/ Country | Location |
|-----------------|----------------|----------------------|------------|
| East Midlands | Nottingham | South West | Exeter |
| Eastern | Ipswich | Wales | Cardiff |
| London | Stratford East | West Midlands | Birmingham |
| North East | Newcastle | Yorkshire and Humber | Leeds |
| North West | Manchester | Scotland | Edinburgh |
| South East | Croydon | | |

4.2 Our Employees

We currently employ approximately 1700 staff across the nine Directorates. We recognise how important a healthy, happy workforce is to deliver a sustainable agency. Our People Strategy aims to support the delivery of a diverse and inclusive work force. We want a workplace where everyone feels comfortable to be their authentic selves and share their experiences. Where everyone feels open to discuss issues that matter, where wellbeing is treated as a priority and where we have a culture that is inclusive and supported by a clear set of agency values and behaviours.

We have a Wellbeing Strategy 'Wellbeing 4 Everyone' that aims to:

- Create a safe and healthy working environment (at home or in the office) to improve physical and emotional wellbeing;
- Encourage and support our people to develop and maintain a healthy lifestyle;
- Support with manageable health problems or disabilities to maintain access to or return to work;
- Improve people satisfaction, recruitment and retention.

The Strategy is supported by dedicated Wellbeing leads, online accessible resources and advice, and a number of staff networks including 'Break the Stigma', Carers Network, LGBT Network Group, The Shed Men's Network, and the Womens Network Group. We are working to ensure that all of our initiatives complement each other, including highlighting the links between the environment, employee health and wellbeing, and the economic sustainability of the agency.

4.3 Our Customers

Our vision is for the Insolvency Service to be at the centre of a fair, efficient, and effective insolvency system that is a global leader in insolvency solutions for citizens and for businesses; underpinned and supported by a profession that is recognised for the highest professional, technical, and ethical standards when carrying out its work. In its operations, we want the agency to provide value for money services to those affected by financial distress or failure, and for it to play an important role in supporting the integrity of the marketplace for business and citizens through its investigation and enforcement activities.

We administer debt solutions that help people get back on their feet, including debt relief orders (DROs) and bankruptcy orders and the work of our Official Receivers and Redundancy Payments Service plays a vital role in helping and supporting people in times of financial distress. Our Redundancy Payments Service provides crucial funds to people who have lost their jobs and whose employers cannot pay them statutory redundancy entitlements, primarily as a result of insolvency. Rogue directors who dissolve their companies and avoid paying liabilities including to their employees, creditors and the taxpayer, can now be pursued. New legislation has extended our powers, on behalf of the Business Secretary, to investigate, disqualify and prosecute company directors who abuse the company dissolution process.

Our ambitions include fewer avoidable insolvencies through new guidance and education initiatives upstream of financial failure by providing:

- A clear and accessible user journey for people in financial distress
- More connectivity across government and the insolvency industry to share best practice
- An insolvency framework that delivers the best outcomes possible for our stakeholders

In its first year, our Breathing Space scheme helped over 58,000 customers that were in financial difficulty. We have an opportunity as an agency to use our sphere of influence to help our customers even further. With increasing energy bills having an adverse effect on many of our customers, we have an opportunity as a government agency to provide additional support in the form of links to resources and energy efficiency advice e.g. signposting to The Energy Saving Trust, and Local Authority affordable warmth/fuel poverty schemes. This will not only help our customers make savings on their energy bills, but help to decrease greenhouse gas emissions in support of the Climate Change agenda, also promoting innovation and growth in the green jobs sector.

5.0 Key Themes



We have identified six key thematic areas upon which our objectives and targets are focused. These are Carbon and Energy Management, Waste and Resource Management, Sustainable Procurement, Sustainable Travel, Biodiversity and Nature Recovery, and a Sustainable Workforce. These themes have been identified through the Sustainability Review of the agency's activities and are key to both our vision for a Sustainable Agency (see section 1.2) and the objectives outlined in our Environmental Policy (see section 2.3).

5.1 Carbon and Energy Management



How big is your carbon footprint?

Take the WWF test now to see what you can do to make a difference: [WWF Footprint Calculator](#)

According to the latest report by the Intergovernmental Panel on Climate Change (IPCC, 2022), climate change is a grave and mounting threat to our wellbeing and our planet. The report concludes that human activities are causing climate change, and this change is resulting in more extreme weather events including heat waves, increased heavy rainfall, and more frequent and severe droughts. Fossil fuel based heating and electricity in commercial and residential buildings equates to approximately 20% of the global emissions of greenhouse gas emissions (GHGs), the main cause of climate change.

The UK Government were the first government to enshrine in law a national requirement to reduce GHGs. The Climate Change Act (2008) states that the UK will reduce carbon dioxide and other targeted GHGs emissions by at least 100% by 2050, from a 1990 baseline. Heating and electricity use in our offices is also the source of our Scope 1 and Scope 2 GHG emissions, of which we have a statutory requirement to reduce by 60% by 2024/5 from 2017/18 levels.

According to the World Health Organisation the use of fossil fuel based heating and electricity in our buildings is also contributing to excessive levels of air pollution in both the UK and globally. Furthermore, the Clean Air Act 2019 states that air pollution is the top environmental risk to human health in the UK. As

a nation, moving away from fossil fuels will help to clean our air, and promote green growth and innovations in renewable alternatives. As an agency, reducing our reliance on fossil fuels will help us to play our part in delivering the Governments' targets under the Clean Air Act and other associated commitments including The Climate Change Act (2008), The Clean Growth Strategy (2018) and the 25 Year Environment Plan.

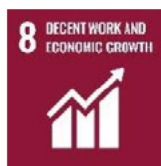
Over 10% of the agency's estates expenditure is spent on heating and powering our buildings (~0.5 M pa). Even with our future plans to rationalise the estate, increases in the cost of gas and electricity will mean that this is a considerable ongoing financial outlay to the organisation. By reducing our energy costs through efficiencies and other means, we will set the path for a more economically sustainable agency, with increased social value in terms of value for money for public expenditure.

| Our Aim | |
|---|---|
| An agency that is resilient and adapted to a changing climate. | |
| Our Objectives | Targets |
| <p><i>Establish our approach to achieving net zero.</i></p> <p><i>Assess options for carbon offsetting in the context of achieving net zero.</i></p> <p><i>Have effective energy management across our sites.</i></p> <p><i>Support our staff to reduce their emissions while working from home.</i></p> <p><i>Accountability - departments should establish clear lines of accountability for climate adaptation in estates and operations and engage in wider governance and risk structures when appropriate.</i></p> <p><i>Improving the condition and sustainability of the existing estate where this offers good value for money, recognising that many of the buildings in use today will still be operational in 10-20 years' time [Government Property Agency, GPA]</i></p> <p>EP1 Reduce the impact of our activities on global environmental issues such as climate change, resource depletion, loss of habitat and biodiversity.</p> <p>EP2 Prevent environmental pollution arising from our own operations by meeting the requirements of all relevant environmental legislation and use our powers to minimise the impact of others.</p> | <p><i>Reduce the overall greenhouse gas emissions by 62% from a 2017 to 2018 baseline and also reduce direct greenhouse gas emissions by 30% from estate and operations from a 2017 to 2018 baseline [by 2024/25].</i></p> <p><i>Transfer all electricity supplies to 100% available renewables tariffs, if available, by 2024/25.</i></p> <p><i>Requirement for minimum energy DEC rating of B for newly refurbished offices [GPA].</i></p> <p><i>New office refurbishments to be certified BREEAM 'Very Good' [GPA].</i></p> <p>New cross-directorate Environmental Strategy Group established and to meet on a quarterly basis. 1st meeting September 2022.</p> <p>Establish an accurate baseline of gas and electricity use at the 11 Regional Centres by 2023/24.</p> <p>A new Carbon and Energy Management Plan/ Net Zero Strategy to be in place by 2024/25. The 'Plan' to include Science Based Targets to identify emission reductions required for our trajectory to Net Zero.</p> |

| | |
|--|--|
| <p>To reduce operational energy consumption and associated carbon emissions.</p> | <p>Identify measures to report on climate related financial risks and opportunities in decision making in line with TCFD reporting by 2023/24.</p> <p>A new F Gas operational control procedure to manage our fugitive emissions and demonstrate legal compliance to be in place by 2023/24.</p> <p>Identify energy efficiency measures for home workers, linked geographically to local support and resources where available. Online guidance to be made available by 2023/24.</p> <p>Investigate developing staff home energy efficiency guidance for a wider audience e.g. Breathing Space customers by 2023/24.</p> |
| <p>Agency Strategic Themes 5, 6 and 7.</p> | |

Note, wider government/ BEIS objectives and targets in italics.

5.2 Waste and Resource Management



According to WRAP, over half of us put items in the general waste that could otherwise be successfully recycled.

In line with a number of emerging governmental priorities including the Ten Point Plan, Build Back Better and Levelling Up; we have an opportunity to help to drive green growth and innovation by adopting the principles of a circular economy in the way that we manage our waste and resources.

Transitioning towards a circular economy can bring about long-lasting benefits. The main principles of this approach are to eliminate waste and pollution, to circulate products and materials, and to regenerate nature; driving growth in the green jobs sector.

We will do this by managing and reducing the amount of waste that we produce in line with the Waste Hierarchy. We will aim firstly to prevent waste being generated where we can e.g. through behaviour change campaigns such as reducing the amount of paper that we use and water efficiency measures. We will aim to keep materials in use for as long as possible e.g. through redistribution or repair of goods and items. We aim to have a zero to landfill approach where items that cannot be re used in this way, become recirculated in the economy as components or raw materials. Through recirculation of raw materials we are reducing the need for further extraction, and helping to build an economy focused more on regeneration.

By adopting circular economy principles, we are helping to promote nature recovery and we are keen to further explore nature-based solutions in how we can adapt to a changing climate. More details on this will be included in our upcoming biodiversity and nature recovery plan (see section 5.5 for further details).

| Our Aim | |
|--|---|
| An agency that uses resources wisely and applies circular economy principles. | |
| Our Objectives | Targets |
| Reduce paper consumption. | Achieve the GGC target of a 50% reduction in paper use by 24/25 from a 2017/18 baseline. |
| Reduce water consumption. | Ensure all water is measured by 24/25. |
| Reduce waste generation and increase recycling. | Carry out a qualitative assessment of water use to show how we are encouraging the efficient use of water by 24/25. |
| Have effective environmental management across our sites. | Achieve the GGC target of an 8% reduction in water use by 24/25 from a 2017/18 baseline. |
| Increase efficient and sustainable use of resources. | Reduce the overall amount of waste generated by 15% by 24/25 from a 2017/18 baseline. |
| Increase efficient and sustainable use of resources. | Reduce landfill to less than 5% of waste by 24/25 from a 2017/18 baseline. |
| Reduce the environmental impact of our ICT equipment. | Increase recycling to at least 70% by 24/25 from a 2017/18 baseline. |
| EP1 Reduce the impact of our activities on global environmental issues such as climate change, resource depletion, loss of habitat and biodiversity. | Report on the introduction of reuse schemes by 24/25. |
| EP2 Prevent environmental pollution arising from our own operations by meeting the requirements of all relevant environmental legislation and use our powers to minimise the impact of others. | Remove avoidable consumer single use plastics by 24/25. |

| | |
|---|---|
| <p>EP3 Minimise the volume of waste generated by the Agency, whilst embedding the Waste Hierarchy of Reduce, Re-use and Recycle into all our waste procedures.</p> <p>EP4 Encourage the reduced consumption of natural resources, water and energy.</p> <p>EP8 Operate a procurement policy that minimises the use of environmentally damaging products, packaging and services by considering whole life costs; encourages the reuse and use of recycled materials; and incorporates Social Value considerations within procurement activities.</p> <p>EP9 Provide information and support to staff and customers to promote the skills and knowledge required for sustainable development.</p> <p>EP11 Develop strategic partnerships with local, regional and national organisations to improve the management of environmental issues.</p> <p>Move towards a paperless office environment in line with the agency's digital first principles.</p> | <p><i>Have effective environmental management across our sites (e.g. ISO14001) by 25/26.</i></p> <p><i>Report on the adoption of the Greening Government: ICT and Digital Services Strategy and targets yearly.</i></p> <p>A new Carbon and Energy Management Plan/ Net Zero Strategy to be in place by 2024/25. The 'Plan' to include Science Based Targets to identify emission reductions required for our trajectory to Net Zero.</p> <p>Establish an accurate baseline for all waste streams in each regional centre by 2022/23.</p> <p>Complete a waste matrix of all office waste in our regional centres by 2023/24.</p> <p>New waste procedures (location specific – regional centres) for office waste in place by 2023/24.</p> <p>New waste procedure for contractor waste included in TWP tender documents.</p> <p>Prepare online guidance for home workers in respect to reducing waste and sustainable use of resources by 2022/23.</p> |
| <p>Agency Strategic Themes 5, 6, and 7.</p> | |

Note, wider government/ BEIS objectives and targets in italics.

5.3 Sustainable Procurement



According to the Global Slavery Index, over 40.3m people are in some form of modern slavery, with up to 13,000 suspected cases in the UK alone.

Almost a third of the agency's annual expenditure is on the goods and services that we procure. The Public Services (Social Value) Act (2012) requires relevant public authorities that commission public service contracts to consider how they can secure wider social, economic and environmental benefits. To this end we will be incorporating opportunities to create Social Value in our procurement processes. We expect our suppliers to demonstrate transparency in their supply chains, ensuring that they are compliant with Health and Safety legislation and The Modern Slavery Act (2015). We also encourage suppliers to offer employment or development opportunities in support of our local communities and the Government's agenda on Rural Proofing.

We understand that the goods and services that we procure have an impact on the environment both locally and globally. Our new Environmental Policy (see section 2.3) sets out our objectives to reduce and mitigate these impacts. We also expect our suppliers to demonstrate how they will meet these objectives when operating on our behalf. Our suppliers must be both compliant with environmental legislation e.g. the Waste Regulations and The Finance Act 2021; and demonstrate alignment with existing and upcoming International and National priorities e.g. the Sustainable Development Goals (SDGs) and the UK's 25 Year Environment Plan. We also expect our suppliers to demonstrate best practice and support innovative approaches including the application of Circular Economy Principles.

Our suppliers will demonstrate value for money, though this does not necessarily mean that the cheapest bid will be awarded a contract. We expect our suppliers to demonstrate both price and quality in their submissions. In line with our role as an agency to 'Deliver Economic Confidence', we encourage suppliers to demonstrate how they will help to build sustainable businesses and support a growing green economy.

| Our Aim | |
|--|--|
| An agency that collaborates across its supply chain to deliver social, economic and environmental benefits. | |
| Our Objectives | Targets |
| <p><i>Meet the commitment to improve sustainable procurement alongside the GGC targets.</i></p> <p>EP8 To operate a procurement policy that minimises the use of environmentally damaging products, packaging, and services by considering whole life costs; encourages the reuse and use of</p> | <p>To establish a cross-directorate working group to develop an agency-wide Sustainable Procurement Policy. New Sustainability Procurement Working group to meet on a quarterly basis. 1st meeting September 2022.</p> <p>New Sustainable Procurement Policy in place by December 2023.</p> |

recycled materials; and incorporates Social Value considerations within procurement activities.

Apply a minimum 10% Social Value weighting to all tender documents in scope.

Apply a minimum 10% Environmental Sustainability weighting to all tender documents in scope.

Benchmark the agency against the Defra Flexible Framework and identify targets for continuous improvement by June 2023.

Identify measures to report on climate related financial risks and opportunities in decision making in line with TCFD reporting by 2023/24.

Agency Strategic Themes 5,6, and 7.

Note, wider government/ BEIS objectives and targets in italics.

5.4 Sustainable Travel



Motorised transport accounts for 27% of the UK's greenhouse gas emissions and is the largest source of noise and air pollution.

Transport is the largest source of air and noise pollution in the UK. It also a considerable source of the UK's greenhouse gas emissions. According to Public Health England, switching more journeys to walking or cycling will improve physical and mental wellbeing, whilst reducing both local air pollution and carbon emissions.

The agency's business travel and commuting activities account for a large proportion of our carbon emissions. We already operate a hybrid working policy that allows for proportionate home working, reducing the need for our employees to travel into our offices. We will build upon this further with a new Sustainable Travel Plan to help our employees to explore more sustainable choices when commuting into work.

We are also working to avoid unnecessary travel by our customers. Our 'Digital First' programme is providing customers with what they need through greater automated communication and self-serve opportunities. The benefits of this work will be felt by both our customers and our people. Customers will be able to engage with us via channels that are convenient for them and fit their needs. Our efforts can be focused on handling complex enquiries rather than processing enquiries and chasing missing information, potentially also reducing our operational costs.

| Our Aim | |
|--|---|
| A digital first agency providing equitable access to our services for all of our customers. An employer that promotes hybrid working and supports employees to choose sustainable transport options | |
| Our Objectives | Targets |
| Minimise the impact of staff commuting and encourage the use of efficient modes of transport that reduce environmental impact, traffic congestion and air pollution. | <i>Meet the GGC target of reducing the distance travelled by domestic business flights by at least 20%, and report distance travelled by international business flights by 24/25.</i> |
| EP1 Reduce the impact of our activities on global environmental issues such as climate change, resource depletion, loss of habitat and biodiversity. | <i>Assess options for carbon offsetting in the context of achieving net zero in respect to business travel by 24/25</i> |
| EP2 Prevent environmental pollution arising from our own operations by meeting the requirements of all relevant environmental legislation and use our powers to minimise the impact of others. | <i>New agency Sustainable Travel Plan in place by 2023/24.</i> |
| EP5 Encourage the use of sustainable modes of transport or consider alternative working practices where practical e.g. proportionate hybrid working, to mitigate the environmental impact of travel. | |
| EP6 Support environmental initiatives that improve health and wellbeing. | |
| EP7 Encourage the reduced consumption of natural resources, water and energy. | |
| EP9 Provide information and support to staff and customers to promote the skills and knowledge required for sustainable development. | |
| Agency Strategic Themes 5, 6 and 7. | |

Note, wider government/ BEIS objectives and targets in italics.

5.5 Biodiversity and Nature Recovery



The UK is one of the most nature depleted countries in the world, ranking 189th out of 218 countries and territories (WWF).

According to the latest Living Planet Index (2020) we have seen a global decrease in species abundance of 68% since 1970. This is as a direct result of human intervention including habitat loss and climate change. The UK is one of the worst performing countries in terms of biodiversity. 41% of UK animal species are in decline and 1 in 10 are threatened with extinction.

The Government's 25 Year Environment Plan sets out its long-term goals to protect and enhance the UK's natural landscapes and habitats. This includes looking at how we manage our green spaces and how we can create new habitats for wildlife. Our environment can help to deliver real economic benefits, both in delivering opportunities to manage our carbon e.g. from rewilding, through to promoting new green jobs.

There is also strong evidence that access to nature can help to improve our health and wellbeing. The mental health charity MIND states that nature can improve our mood, reduce stress, and improve confidence and self-esteem. Through our Transforming Workplaces Project, we will identify opportunities to enhance and promote biodiversity and access to green space at our regional locations. We will also support volunteering activities that staff can undertake to increase their access to nature.

As part of our role as a government agency, we will develop a biodiversity and nature recovery plan. Not only to address how we might promote nature on our estate, but how we might develop partnerships with other agencies and organisations to promote and conserve nature on a larger scale in line with the Government's 25 Year Environmental Plan, and the government's support of the United Nations pledge to reverse biodiversity loss by 2030.

| Our Aim | |
|---|--|
| An agency that recognises and promotes the importance of nature and its links to improved employee wellbeing | |
| Our Objectives | Targets |
| <p><i>All other departments and partner organisations should consider what they can do to support the government's commitment to improve nature and develop and deliver Nature Recovery Plans for their organisations, where suitable.</i></p> <p>EP1 Reduce the impact of our activities on global environmental issues such as climate change, resource depletion, loss of habitat and biodiversity.</p> <p>EP2 Prevent environmental pollution arising from our own operations by meeting the requirements of all relevant environmental legislation and use our powers to minimise the impact of others.</p> <p>EP4 Preserve and enhance biodiversity on our sites where we have the opportunities and scope to do so.</p> <p>EP6 Support environmental initiatives that improve health and wellbeing.</p> <p>EP7 Encourage the reduced consumption of natural resources, water and energy.</p> <p>EP9 Provide information and support to staff and customers to promote the skills and knowledge required for sustainable development.</p> | <p><i>Prepare a Nature Recovery Plan to include plans across estates to manage public land for nature and care for natural assets by 22/23.</i></p> <p>New Biodiversity and Nature Recovery Plan (to include office greening, and links to locally accessible green space, footpaths and cycle paths for each Regional office location) in place by 2022/23.</p> <p>Promote the agency's volunteering scheme to increase uptake of staff volunteering in sustainable activities.</p> |
| Agency Strategic Themes 5 and 6. | |

Note, wider government/ BEIS objectives and targets in italics.

5.6 A Sustainable Workforce



According to the Chartered Institute of Personnel and Development, when employees are healthy, engaged and performing, an organisation is likely to get better results.

A sustainable organisation aims to enhance societal, environmental and economic systems. One of the agency's main objectives is to deliver economic confidence. To do this we need to ensure that we consider all aspects of sustainability in the decision-making process. We have undertaken a sustainability appraisal of our Five Year Plan and our TWP estate plan, and will continue to ensure that a sustainability appraisal of future plans and activities is undertaken as part of 'business as usual' practices.

Our vision is that all of our employees are aware of our sustainability objectives and targets, and that they have the knowledge and support to identify what this means

for their work and day to day activities. We will support our staff to become carbon literate by providing the resources and managerial support they need to undertake the appropriate training and learning.

Furthermore, our new Environmental Champions will run focused campaigns and behavioural change programmes to increase staff awareness and action on our sustainability objectives.

We also have an opportunity to support our employees to bring about positive changes in their wellbeing and lives outside of work. Being carbon literate can help to influence decisions on how we heat and power our homes, what we eat, and how we travel. Staff will have the knowledge to improve their carbon footprints, their health and potentially reduce their household bills.

| Our Aim | |
|--|---|
| A carbon literate workforce that embeds the principles of sustainability into all of our activities | |
| Our Objectives | Targets |
| EP1 Reduce the impact of our activities on global environmental issues such as climate change, resource depletion, loss of habitat and biodiversity. | A new Environmental Champion Scheme in place by 2022/23 with a minimum of one employee per floor per regional centre. |
| EP2 Prevent environmental pollution arising from our own operations by meeting the requirements of all relevant environmental legislation and use our powers to minimise the impact of others. | Roll out carbon literacy training for all staff by 2023/24. |
| EP6 Support environmental initiatives that improve health and wellbeing. | Work with Wellbeing leads to identify how the Sustainability Strategy can support the delivery of the agency's Wellbeing Strategy 'Wellbeing 4 Everyone'. |
| EP7 Encourage the reduced consumption of natural resources, water and energy. | Undertake a sustainability appraisal of all large projects and programmes. |
| EP9 Provide information and support to staff and customers to promote the skills and knowledge required for sustainable development. | Promote the agency's volunteering scheme to increase uptake of staff volunteering in sustainable activities. |
| EP10 Commit appropriate levels of staff and financial resources to deliver the aims of the environmental policy. | |
| Agency Strategic Themes 4, 5, 6, and 7. | |

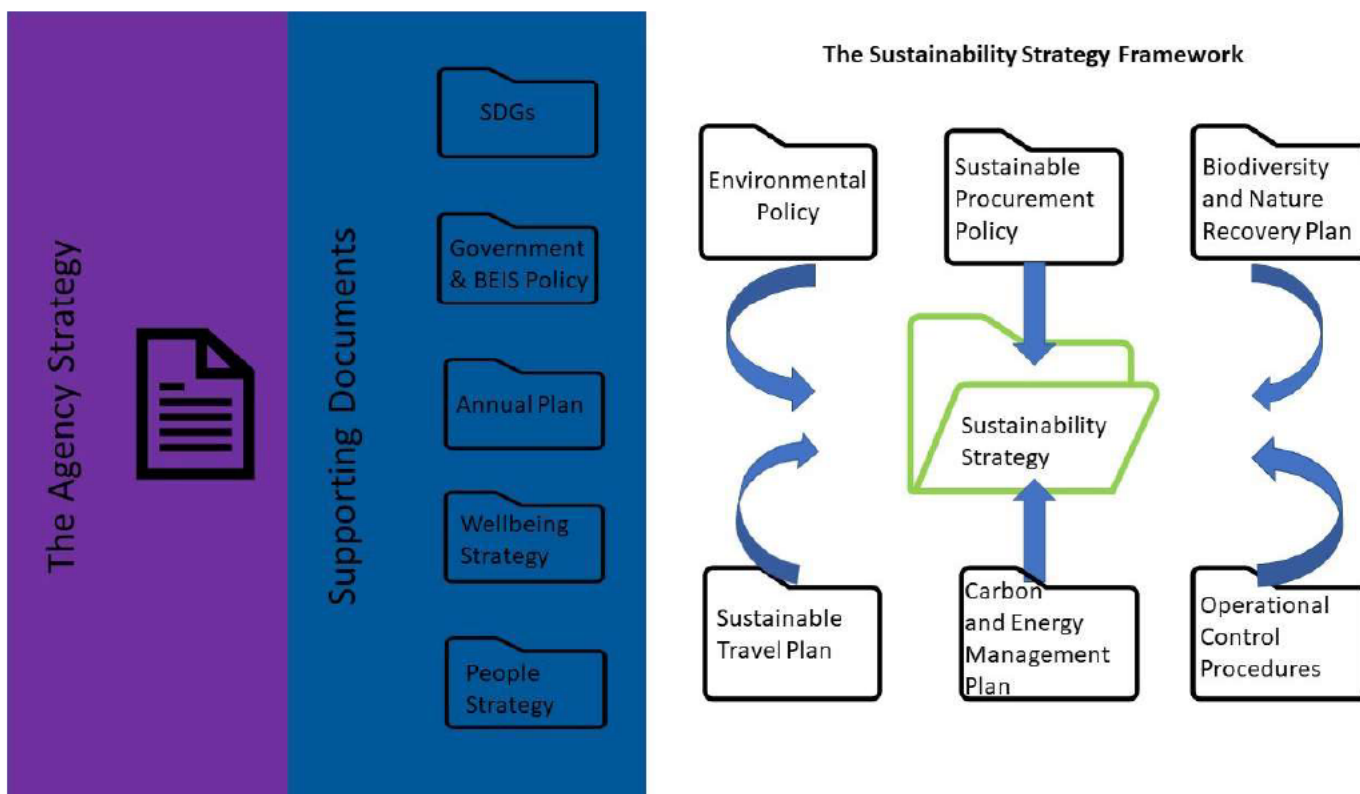
6.0 Monitoring and Reporting

The objectives, targets and key performance indicators associated with this Strategy will be owned and monitored by the agency's Environmental Strategy Group (ESG). The ESG will produce an annual update report to ELT to ensure that the appropriate resources are available to implement the agency's Sustainability Strategy.

The targets and objectives shared with the agency's Annual Plan will also be reported on in the agency's Annual Report.

7.0 Appendices

7.1 Appendix A: Overview of Policy Development



7.2 Appendix B: Useful Links and Resources

[About us - The Insolvency Service - GOV.UK \(www.gov.uk\)](https://www.gov.uk/about-us)

[Department for Business, Energy & Industrial Strategy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/departments/business-energy-industrial-strategy)

[Home - United Nations Sustainable Development](https://www.un.org/sustainabledevelopment/)

[IPCC – Intergovernmental Panel on Climate Change](https://www.ipcc.ch/)

[25-year environment plan - House of Commons Library \(parliament.uk\)](https://www.parliament.uk/libraries/house/commons/25-year-environment-plan/)

[Biodiversity 2020: A strategy for England's wildlife and ecosystem services - GOV.UK \(www.gov.uk\)](https://www.gov.uk/biodiversity-2020)

[Build Back Better - our plan for growth \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/collect/13694_data/build-back-better)

[Climate Change Act 2008 \(legislation.gov.uk\)](https://www.legislation.gov.uk/ukpga/2008/27)

[Home - Leaders Pledge for Nature](#)

[The Ten Point Plan for a Green Industrial Revolution \(publishing.service.gov.uk\)](#)

[Sustainable procurement in government: Guidance to the flexible framework - GOV.UK \(www.gov.uk\)](#)

[Task Force on Climate-Related Financial Disclosures | TCFD\) \(fsb-tcfd.org\)](#)

[WRAP - The Climate Crisis: Act Now](#)

[Energy Saving Trust](#)

[Home - Sustrans.org.uk](#)

[Global Slavery Index](#)

[Corporate Standard | Greenhouse Gas Protocol \(ghgprotocol.org\)](#)

[Sector by sector: where do global greenhouse gas emissions come from? - Our World in Data](#)

[WWF Footprint Calculator](#)

[Biodiversity | WWF](#)

[Information & Support - Mind](#)

[Social value in procurement – Procurement Essentials - CCS \(crowncommercial.gov.uk\)](#)

7.3 Appendix C: Glossary of Terms

Circular Economy – is an economic model which will see us keeping resources in use as long as possible, extracting maximum value from them, minimising waste and promoting resource efficiency.

Climate Change – is a long-term shift in temperatures and weather patterns. These shifts may be natural, such as through variations in the solar cycle. But since the 1800s, human activities have been the main driver of climate change (through the greenhouse effect), primarily due to burning fossil fuels like coal, oil and gas.

Greenhouse Gases – are any gas that has the property of absorbing infrared radiation (net heat energy) emitted from Earth's surface and reradiating it back to Earth's surface, thus contributing to the greenhouse effect. Carbon dioxide, methane, and water vapour are the most important greenhouse gases

(and to a lesser extent, surface-level ozone, nitrous oxides, and fluorinated gases which also trap infrared radiation). Many of these gases are associated with the burning of fossil fuels.

Intergovernmental Panel on Climate Change (IPCC) - is the United Nations body for assessing the science related to climate change. The IPCC prepares comprehensive Assessment Reports about the state of scientific, technical and socio-economic knowledge on climate change, its impacts and future risks, and options for reducing the rate at which climate change is taking place.

Rewilding - Rewilding seeks to reinstate natural processes and, where appropriate, missing species – allowing them to shape the landscape and the habitats within. Rewilding encourages a balance between people and the rest of nature. It can provide opportunities for communities to diversify and create nature-based economies; for living systems to provide the ecological functions on which we all depend; and for people to reconnect with wild nature.

Sustainability – is the integration of environmental health, social equity and economic vitality in order to create thriving, healthy, diverse and resilient communities for this generation and future generations.

Sustainable Development Goals - The 2030 Agenda for Sustainable Development, adopted by all United Nations Member States in 2015, provides a shared blueprint for peace and prosperity for people and the planet, now and into the future. At its heart are the 17 Sustainable Development Goals (SDGs), which are an urgent call for action by all countries - developed and developing - in a global partnership.

| Version Control Information | | | |
|-----------------------------|-----------------------------------|--------------------------------|---|
| Issue | Status | Date | Author |
| 1 | First draft | 1 st September 2022 | Dr Hannah Matthews, Head of Sustainability, INSS. |
| 1 eds | First draft plus initial feedback | 18 th October 2022 | Dr Hannah Matthews, Head of Sustainability, INSS. |
| Final | ELT and Board approval received | 29 th November 2022 | Dr Hannah Matthews, Head of Sustainability, INSS. |



The Insolvency
Service

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Document title: Information assurance & risk policy

Owner: Information Governance team

Status: Approved

Reference: IG.ISMS.5.2

Version control

| Version | Date | Author/Changed by | Description of Change |
|---------|------------|-----------------------|--|
| 1.0 | Not known | | Approved version |
| 1.2 | Jun 2012 | Security Team | Amendments to wording (to improve clarity) |
| 1.3 | March 2016 | Security Team | Updated information |
| 1.4 | April 2017 | Security Team | Revised |
| 1.5 | Sept 2017 | Security Team | Revised |
| 1.6 | April 2019 | P Pendleton | Format changed. Updated roles and responsibilities to reflect current structures |
| 1.7 | Sept 2020 | S Sharpe, P Pendleton | Revisions based on feedback. Hyperlinks included. |
| 1.8 | July 2020 | P. Pendleton | Exemptions included |

Scope

This policy is applicable to all Insolvency Service employees (regardless of contractual status), locations, suppliers and delivery partners.

More detailed aspects of security management and technical requirements are documented in specific policies and guidance, supported by management systems where required, to assist employees in implementing this policy.

Context

The Cabinet Office issues the Security Policy Framework (SPF) and government security roles and responsibilities for HM Government. Both documents are policies governing protective security outcomes for HM Government organisations.

Both policies are underpinned by minimum security standards issued by the Centre for Protection of National Infrastructure (CPNI) and the National Cyber Security Centre (NCSC).

All Government departments and agencies are obliged to comply with these policies and standards. CPNI/NCSC guidance or threat notices must be followed in the same way.



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The Service is assessed annually for compliance with the SPF and minimum security requirements by the Cabinet Office's Government Security Group.

Information risk policy

All users of the agency's physical and electronic information and information assets must ensure both bears appropriate levels of confidentiality, integrity and availability.

Information risk is where a threat exists towards the agency's information, assets or processes and that threat could exploit a weakness with negative impact on the agency's business. A higher likelihood of a threat exploiting a weakness leads to a greater risk.

The agency is required to ensure our information and assets bear appropriate levels of

- **Confidentiality of information** - The prevention of access to information, either accidentally or deliberately, by unauthorised people.
- **Integrity of information** – The preservation of accuracy, currency, quality and completeness of information.
- **Availability of information** – The provision of information when it is needed, in a timely manner to those who need it.

The policy provides the basis for achieving an appropriate level of security for the agency's information and assets.

The agency will provide adequate protection against breach of confidentiality, integrity and availability for all information within the agency's care. In doing so, it is the agency's aim to comply with applicable UK and EC legislation and by HMG's Security Policy Framework (SPF).

This is because the agency has a duty to identify, preserve and protect all information and information assets to a level which properly reflects:

- the value and sensitivity of the information being processed
- relevant legal requirements
- obligations such as accounting rules
- HM Government (HMG) policy and guidance

The agency acknowledges the content of HMG's security policy framework and minimum security standards. It will implement its requirements and recommendations in a consistent, timely and cost-effective manner.

The agency's information must be protected in a manner commensurate with its sensitivity, value, and risks. Therefore, security measures must be used regardless of the medium information is stored, the systems that process it, or the methods by which it is moved.

Employees



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It is the responsibility of all employees

- To be aware of their responsibilities for information risk management and apply the Information Risk policy and any documented procedures relevant to their role(s).
- To familiarise themselves with the requirements of the various security procedures published on The Service's Intranet and to ensure compliance.
- To report all security incidents affecting OFFICIAL information or personal data (e.g. loss, theft, misuse, unauthorised disclosure) in line with the Security Incident Policy

Threat assessment

The agency will produce a threat assessment which will feed into the information risk process. External threat assessments from BEIS, NCSC and CPNI will be considered as well as others deemed suitable by the agency.

Risk assessment and risk management

Successful information risk management delivers value to the agency. It does this by preventing or mitigating the impact of security and/or business continuity incidents and minimising damage to the business.

The Service's systems involved in processing or storing OFFICIAL or personal information are subject to regular auditing, risk assessments and risk management.

Risk assessment and risk management for data-holding systems must be carried out in accordance with applicable Cabinet Office and NCSC/CPNI guidelines. See below for examples of the standards the Insolvency Service aims to follow.

The security assurance of a given asset is an continual cycle. Previously, accreditation of an asset or system would be maintained and reviewed by e asset's owner. The focus is now on assuring the security of systems and assets (typically through the software development lifecycle) before they are released as live services. Assurance activity for live systems will be undertaken through a combination of change management processes, audits and/or security reviews.

It is the responsibility of the SIRO or project manager of new systems to involve the security team from the beginning of a project to allow adequate resource, planning, and accuracy of evidence required to assure the system.

Legal Requirements

The Service shall conform to the relevant legislation relating to data-processing which includes the following acts (although not restricted to them);

- [The Civil Service Code](#)



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- [The Human Rights Act 1998](#)
- [The Data Protection Act 2018](#)
- [EU and UK General Data Protection Regulations](#)
- [The Electronic Communications Act 2000](#)
- [The Regulations of Investigatory Powers Act 2000](#)
- [The Terrorism Act 2006](#)
- [The Police and Criminal Evidence Act 1984](#)
- [The Computer Misuse Act 1990](#)
- [The Public Records Act 1958](#)
- [The Official Secrets Act 1989](#)
- [The Freedom of Information Act 2000](#)
- [EU Network and Information Security directive and regulations 2016](#)
- Any applicable code of practice produced by ombudspersons, such as the [Parliamentary and Health Services \(PHSO\)](#) or [Information Commissioner \(ICO\)](#)

HMG Standards

The service is subject to the following HMG polices, procedures and guidelines (although not restricted to them);

- [The Security Policy Framework](#)
- [Government functional security standard 007: Security](#)
- Minimum security standards for [cyber](#), [physical](#), [personnel](#) and [incident management](#) (available on request)
- [CPNI guidance on protective security risk management](#)
- [NCSC principles for cyber security risk management](#)
- HMG Offshoring policy (available on request)

The service will also conform to the following where possible;

- [ISO/IEC 27001 Information Risk Standards](#)
- [ISO 22301 Business Continuity Management](#)

Information Risk Training and Awareness

Management shall ensure that employee receive timely information risk training appropriate to their roles and responsibilities and ensure that refresher training is provided as and when required. Employees must ensure that they are familiar with the applicable risk policies, and procedures that apply to their role and the organisation.

Compliance and Assurance

Security policies, processes and standards require continuous enforcement and regular review to be effective in driving improvement and managing risk. Compliance and assurance shall be provided by the Head of Information Governance. Where required they will be aided by internal and external information assurance specialists.



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The agency is required on an annual basis to report the Cabinet Office regarding compliance with the SPF.

Business Continuity and Contingency

Robust business resilience and continuity planning will be required to ensure that The Service is able to continue to function, discharge its statutory obligations, and protect its employee and assets in the event of a disaster. When systems and facilities are procured, resilience and continuity shall be considered.

Continuity of business shall be managed through the implementation of a Business Continuity Management System, with the emphasis on business resilience.

Exemptions

It may be permissible to waive the requirements or obligations of some security and data governance policies.

In order to establish whether a policy exemption can be applied, a case must be agreed in writing with a member of the team that is responsible for the policy. This will either be the

- Cyber Security & Information Governance Team for cyber, data protection, information management or
- the Physical Security & Resilience Team for physical, personnel security or business continuity

A record of all exemptions will be maintained by the Cyber Security & Information Governance Team and will be subject to review.