



**Crown
Commercial
Service**

OFFICIAL: CONTRACTS

TO

Home Office

FROM

Supplier

CCS Reference: SO17093

Contract Reference: CCCC16ABU

**CONTRACT FOR THE Provision of Customer Service Excellence
Arreditation FROM **SUPPLIER** TO THE Home Office**

This Contract is made this **(Date)** between:

(1) Home Office, 2 Marsham Street, London, SW1P 3AE

(2) **(Supplier)** whose registered office is at **(Company
Reg)**

(3) The Contract shall commence on **(date)** and conclude by **(date)**

WHEREAS:

The Authority requires the Contractor to undertake to deliver the services as per your proposal dated **(insert date)**, specified in Schedule One (the “Service Deliverables”), and the Contractor is able and willing to provide these services on the terms and conditions set out below.

Signed on behalf **of (name of supplier)**

Signature.....

Title.....

Date.....

Signed on behalf of the Home Office

Signature.....

Title.....

Date.....

SCHEDULE ONE

The Home Office requires **supplier** whose registered office is **at** ("the Contractor") to deliver services in accordance with the invitation to tender issued on **(date)** (see 'ANNEX A'), **Clarification document issued on (date) (Annex B)** and your **tender response dated** (see 'ANNEX C').

Prices & Charges

For the avoidance of doubt, the total contract sum is no more than £xxx (exc VAT)

ANNEX A

Service Deliverables

1. INTRODUCTION

- 1.1 The Home Office leads on immigration and passports, drugs policy, crime policy and counter-terrorism and works to ensure visible, responsive and accountable policing in the UK. This requirement is for a Customer Service Excellence (CSE) assessment provider to work with the core departmental delivery arms of the Home Office, initially with a focus on UK Visas and Immigration (UKVI) and Her Majesty's Passport Office (HMPO) as the two Home Office commands that are currently accredited. This may in time, include other units, such as those from within Border Force and Immigration Enforcement.

2. PURPOSE

- 2.1 The Home Office is currently working with two assessment bodies. We are bringing our procurement activity together to have a single contract. This procurement exercise is to identify which assessment body will work with UKVI, HMPO and the other parts of the Home Office to be supported.
- 2.2 The Home Office requires an agreement with a licenced CSE assessment body to enable retention of CSE accreditation across UKVI and HMPO and achieve accreditation in other areas that wish to be assessed. This includes agreeing an assessment approach that is suitable for the different parts of the organisation.
- 2.3 The successful bidder should ensure, a smooth transition from the existing suppliers, this is essential. This includes the requirement for any accreditations certified by existing assessment bodies (Centre for Assessment for UKVI and SSG for HMPO) to remain in place if a new assessment body takes over.

3. BACKGROUND TO THE AUTHORITY

- 3.1 The Home Office is responsible for:
- Working on the problems caused by illegal drug use
 - Shaping the alcohol strategy, policy and licensing conditions
 - Keeping the United Kingdom safe from the threat of terrorism
 - Reducing and preventing crime, and ensuring people feel safe in their homes and communities
 - Securing the UK border and controlling immigration
 - Considering applications to enter and stay in the UK
 - Issuing passports and visas
 - Supporting visible, responsible and accountable policing by empowering the public and freeing up the police to fight crime
 - Fire prevention and rescue

- 3.2 Home Office Priorities are to:
- Prevent terrorism
 - Cut crime
 - Control immigration
 - Promote growth
 - Transform the Home Office
- 3.3 While the requirement is to cover all core parts of the Home Office, the initial focus is on UKVI and HMPO.
- 3.4 UKVI was set up by Ministers (upon the dissolution of the UK Border Agency in March 2013). It is a large global operation whose purpose is to make millions of decisions every year about who has the right to visit or stay in the country. This high volume service has a firm emphasis on national security and a culture of customer satisfaction for people who come here legally. UKVI's core principles are to be consistently competent, high performing and customer focused, while keeping the UK safe and secure. UKVI is responsible for:
- 3.4.1 Running the UK's visa service, managing around 3 million applications a year from overseas nationals who wish to come to the UK to visit, study or work.
 - 3.4.2 Considering applications for British citizenship from overseas nationals who wish to settle here permanently.
 - 3.4.3 Running the UK's asylum service offering protection to those eligible under the 1951 Geneva Convention.
 - 3.4.4 Deciding applications from employers and educational establishments who want to join the register of sponsors or gain highly trusted sponsor status.
 - 3.4.5 Managing appeals from unsuccessful applicants.
- 3.5 HMPO is the sole issuer of UK passports, providing services to British nationals worldwide, and through the General Register Office, oversees the provision of civil registration services in England and Wales. HMPO is responsible for:
- 3.5.1 Providing passport services for British nationals residing in the UK and, in association with partners at the Foreign & Commonwealth Office, to those residing overseas.
 - 3.5.2 Administering civil registration in England and Wales.
 - 3.5.3 HMPO issues over 6.7 million passports; and provides a passport validation service (PVS) to support the business community and government departments in preventing fraud.
 - 3.5.4 The General Register Office joined with HM Passport Office in 2008. General Register Office oversees the system of civil registration in England and Wales: it administers the marriage laws and secures the

provision of an efficient and effective system for the registration of births, stillbirths, adoptions, civil partnerships, marriages and deaths.

- 3.5.5 Each year General Register Office issue over 1.1 million certificates, in addition to over 1.5 million registrations from our partners in the Local Registration Service (LRS). GRO also resolves over 55,000 complex civil registration cases.
- 3.6 In line with being customer focussed, these commands have achieved Customer Service Excellence (CSE) for the whole of UKVI and HMPO.
- 3.7 UKVI and HMPO contribute directly to all of the Home Office core priorities of reducing immigration, cutting crime, preventing terrorism and promoting growth by keeping the UK safe, as well as transforming the department. It plays a key role in the Government's drive to promote growth and operates in over 130 countries around the world, working in conjunction with commercial providers. International operations work in a hub and spoke model. Decision making is taken by Home Office staff in a hub serving many spoke Visa Application Centres (VACs). The majority of VACs are run by commercial partners rather than by Home Office staff.
- 3.8 Operations in the UK are based in a number of locations including London, Croydon, Sheffield, Leeds, Solihull, Glasgow, Cardiff, Newcastle, Belfast, Manchester and Liverpool.
- 3.9 In addition to working with partners in the Home Office, UKVI engages with a range of important business, representative and refugee bodies as well as Foreign & Commonwealth Office, UK Trade & Investment, Department for International Development, British Council, UNHCR, and local authorities.

4. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 4.1 HMPO holds CSE accreditation and has done so since 2008. UKVI holds accreditation since its first whole command assessment in 2015, which followed on from the initial building block approach to achieve command wide accreditation. Both commands underwent assessments in 2016 with their existing providers. Following implementation of the new contract, the next round of assessments will be due in March 2017. Although this is a single procurement to result in a single contract, we require the commands to be treated separately for the purpose of assessment.
- 4.2 The emphasis will be on progressing and retaining accreditation, demonstrating measurable service improvements that have meaning for the organisation.

5. SCOPE OF REQUIREMENT

- 5.1 There are two elements to the requirement:
- 5.1.1 Primarily: Customer Service Excellence (CSE) Assessment, i.e. formal assessment and informal assessment; and

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

- 5.1.2 Secondly: Training, i.e. CSE Awareness and Internal Assessor training may be required
- 5.2 The accrediting body will be expected to offer a range of services including:
 - 5.2.1 Formal assessment and CSE accreditation. This includes an annual review which will be required each year against each accreditation, for both UKVI and HMPO.
 - 5.2.2 Informal assessment against the CSE standard as an optional precursor to formal assessment.
 - 5.2.3 CSE internal assessor training.
 - 5.2.4 CSE awareness training.
- 5.3 These services should be available at any Home Office site in the United Kingdom and overseas, whenever services are requested by the UKVI CSE Manager or HM Passport Office Head of Customer Experience and CSE Manager.
- 5.4 **ASSESSMENT SERVICES**
 - 5.4.1 The contractor must be able to offer informal and formal assessment and certification against the CSE standard. They must hold a concession agreement for CSE services with the Cabinet Office and continue to be accredited with the United Kingdom Accreditation Service (UKAS) throughout the term of the contract with the Home Office.
 - 5.4.2 The assessment body will be required to work with the UKVI CSE Manager and HM Passport Office Head of Customer Experience and CSE Manager to agree an approach to accreditation – including identifying how UKVI and HM Passport Office can retain CSE accreditation in subsequent years.
 - 5.4.3 The assessment body will be required to accept that any existing accreditations will remain intact.
 - 5.4.4 The contractor must be able to deliver assessment services within a reasonable period, not exceeding six weeks of a request from the UKVI Head of CSE or from HM Passport Office Head of Customer Experience and CSE Manager.
 - 5.4.5 The assessor should accept and utilise evidence templates in the formats currently used within the Home Office to ensure that duplication of effort is not required by transferring information from one format to another. No effort or additional cost(s) need to be attributed to development of new or alternative templates.

- 5.4.6 Where evidence templates cover more than one site, the assessment of the template and evidence should take place at one of the sites and then shorter visits to the remainder of the relevant sites for the assessor to meet with team members, partners etc. As with all other cases, the schedule of visits is to be agreed with the appointed Home Office contacts.
- 5.4.7 Informal assessment against the standard criteria will be provided in line with the pricing agreed as part of the contract and will be an optional addition to the formal assessment. The informal assessment will be performed by an accredited assessor. This will incorporate a review of the evidence template and the documentary evidence for each element of the CSE standard as provided by the area being assessed to establish the level of compliance based on the quality and depth of evidence gathered and to discuss proposals for improving the evidence for the formal assessment.
- 5.4.7.1 A written report must be completed by the contractor following the informal assessment summarising their findings and indicating the elements against which the relevant part of the Home Office is:
- Above compliance with the standard – Compliance Plus;
 - Fully compliant with the CSE standard;
 - Partially compliant; and
 - Non-compliant.
- 5.4.7.2 The written report should detail the reason for the assessors marking and identify where additional evidence is required and where positive action needs to be taken to address a shortfall. The informal assessment should also seek to establish which areas would be selected for site visit by the assessor during a formal assessment
- 5.4.8 Formal assessment and certification of formal assessment will also be offered in line with the pricing agreed in the contract and will meet the standard set out by the Cabinet Office for accreditation.
- 5.4.8.1 The formal assessment process will include an examination of the documentary evidence against the elements of the CSE standard as provided by the part of the Home Office being assessed. The assessor will also be able to conduct site inspections and informal meetings with customers, staff and delivery partners to allow the assessor to satisfy them that the standards are being met. This programme will be by mutual agreement with the assigned Home Office contacts.

- 5.4.8.2 The formal assessment process should include consideration of the findings from any informal assessment within the preceding 12 month period.
- 5.4.8.3 A written report must be completed by the contractor following the formal assessment summarising their findings including positive observations, development opportunities and indicating elements with which the Home Office is:
- Above compliance with the standard – Compliance Plus;
 - Fully compliant with the CSE standard;
 - Partially compliant; and
 - Non-compliant.
- 5.4.8.4 The written report should detail the reason for the assessors marking and identify where additional evidence is required and where positive action needs to be taken to address any shortfall, which will inform planning for future service improvements.
- 5.4.9 The assessment process should be consistent across the relevant part of the Home Office being visited. For example, the assessment experience across UKVI should be consistent, likewise, the assessment experience across HM Passport Office should be consistent, although there may be variations in approach between UKVI and HM Passport Office.
- 5.4.10 Location of sites to be assessed should be agreed between contractor and assigned contacts in the Home Office at least 6 weeks in advance of assessment date.
- 5.4.11 The contractor is required to agree the appropriate approach to retaining CSE accreditation in UKVI and HMPO from 2016/17 onwards for the life of the contract.
- 5.4.12 Assessors should rate evidence in a consistent way; and all areas assessed should be treated fairly.
- 5.4.13 It is important that assessors familiarise themselves with the Home Office functions and services, so that they are able to conduct effective assessments.
- 5.5 TRAINING
- 5.5.1 Training may also be required as part of the contract. It is not possible to predict the number or frequency of events required. This will depend on the level of requirement and available budget throughout

the contract. The contractor should be able to provide training as required in the following two categories:

5.5.1.1 CSE internal assessor training - 2 day event.

Event purpose:

- (a) To provide co-ordinators and designated staff with the skills to evaluate evidence against the standard required for formal assessment.
- (b) On completion, students should be able to:
 - (i) Understand the background of CSE and why it will be beneficial to the relevant part of the Home Office
 - (ii) Understand the CSE criteria
 - (iii) Understand how to evidence the elements of CSE
 - (iv) Compose an evidence pack
 - (v) Understand the CSE accreditation process and the role of the external assessor, including the charging model
 - (vi) Guide their team through the whole process from planning to accreditation – including being able to conduct an internal assessment in preparation for accreditation

5.5.1.2 CSE Awareness – One day event.

- (a) On completion, students should be able to understand:
 - (i) The background of CSE and why it's beneficial to their part of the Home Office
 - (ii) The accreditation process and charging model
 - (iii) CSE element and criteria summary
 - (iv) The basic principles of customer insight, segmentation and customer journey mapping
 - (v) How the CSE standard can act as a continuous improvement tool

5.5.2 The contractor must be able to provide events within a reasonable period, not exceeding 20 working days of a request either in the UK or overseas.

- 5.5.3 It is expected that the contractor will provide all training materials for the events and suitable premises will be provided by the Home Office. However, where Home Office premises are not available, the contractor will need to deliver training at alternative premises suitably located for attendance by Home Office staff at cost only.

5.6 ACCOUNT MANAGEMENT

- 5.6.1 The contractor will appoint a contract manager for the Home Office who will:
- 5.6.1.1 Work directly with named CSE contacts to manage day to day delivery of services.
 - 5.6.1.2 Liaise with named CSE contacts to ensure that all requests for services have been agreed by UKVI CSE Manager or HM Passport Office Head of Customer Experience and CSE Manager prior to provision.
 - 5.6.1.3 Monitor the quality of assessment services and training in order to ensure these meet the needs of the Home Office.
 - 5.6.1.4 Provide Management Information reports to UKVI CSE Manager on a monthly basis, the content of which is to be agreed, but will be required to support with tracking of assessments, compliance levels and contract related costs.
 - 5.6.1.5 Hold face to face meetings or telephone calls when requested by the UKVI CSE Manager or HM Passport Office Head of Customer Experience and CSE Manager to discuss progress, any issues and maintain effective working relationships.
- 5.6.2 UKVI's CSE Manager and the HM Passport Office CSE Manager will provide an account management function for the contractor and will field any queries regarding the authorisation of training and assessment services. The UKVI CSE Manager will be the point of contact for issues relating to the contract.
- 5.6.3 Details of the account management strategy outlining dedicated contacts shall be agreed between the contractor and UKVI CSE Manager (for UKVI) and HM Passport Office Head of Customer Experience and CSE Manager in advance of contract start date, including levels of responsibility.
- 5.6.4 Agreement shall be made on award of contract between the UKVI CSE Manager, HM Passport Office Head of Customer Experience, CSE Manager and the contractor about procedures for the processing of:

- Queries
- Complaints
- Any other procedures relevant to the contract

This includes details and involvement of the onsite assessment team and other personnel related to the management of the contract.

- 5.6.5 Should any element of this contract be sub-contracted to any type of third party provider, the bidder should provide details of the companies to be used and the elements of the project they will be undertaking, together with evidence that the sub-contractor holds the relevant accreditations and licences required to deliver CSE services.
- 5.6.6 The contractor will undertake to meet with UKVI Head of CSE and HM Passport Office Head of Customer Experience as and when requested to review accreditation activity planned and undertaken, to ensure that the most effective approach is being taken to meet the CSE standard as required by the Home Office.

6. SERVICE LEVELS AND PERFORMANCE

- 6.1 UKVI and HM Passport Office will measure the quality of the Contractor's delivery by:
- 6.1.1 Streamlined move from current CSE contract to new contract
 - 6.1.2 Identification of clear roll-out plan for CSE assessments, in partnership with appointed Home Office staff
 - 6.1.3 Delivery of assessments as required by the Home Office
 - 6.1.4 Responsiveness to requests
 - 6.1.5 Feedback relating to assessment
 - 6.1.6 Satisfaction levels relating to training (if applicable)

7. LOCATION

- 7.1 The services will be carried out at various locations in the UK and overseas. HMPO currently has 18 locations in the UK, with none overseas. UKVI currently has 23 locations in the UK and 49 locations overseas. Please see Annex 1.
- 7.2 Travel costs must be approved by the Home Office in advance and expenses will be receipt based and in line with Home Office policy (please see Annex 2).
- 7.2.1 The guiding principle is that travel is to be undertaken:

- at the lowest practicable cost
- within the lowest available class of travel unless you have a suitable justification that permits an exception to be applied

7.2.2 The general principle is that where no extra expense is incurred no reimbursement is due.

8. SECURITY REQUIREMENTS

8.1 All assessors working with the organisation must meet the minimum security clearance standard of Security Check (SC). Some of our work means that assessors may also require enhanced DBS clearance. The potential provider must ensure that they comply with UKVI security requirements, please see Annex 3 – Service Specification: Security.

9. PAYMENT

9.1 In consideration of the carrying out of the Services by the Contractor the Authority shall pay the Contractor the contracted price.

9.2 The Contractor shall submit an invoice for the Services to the Authority's address for invoices given in the Purchase Order. The invoice shall contain the Order Number; a description of the Services carried out; and the Price payable.

9.3 The Authority shall pay the Contractor within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Authority.

9.4 In addition to the Price, the Authority shall pay the Contractor a sum equivalent to any Value Added Tax chargeable in respect of the Services. Value Added Tax shall be shown as a separate item on the Contractor's invoice.

9.5 The Contractor shall implement any legislative requirement to account for goods and services in Euro instead of or as well as Sterling at no cost to the Authority. The Authority shall provide all reasonable assistance to facilitate any such requirement.

9.6 The Authority shall not be committed to a set amount of spend, and the contract can be terminated at any time.

9.7 Furthermore, the Authority will not be liable for any fees that may occur as a result of spending with the assessment body.

10. RECOVERY OF SUMS DUE

10.1 If any sum is recoverable from or payable by the Contractor under the Contract, that sum may be deducted from any sum then due or which at a later date

becomes due to the Contractor under the Contract or under any other agreement with the Authority.

11. AUDIT

- 11.1 The Contractor shall keep and maintain until two years after the Contract has been completed records to the satisfaction of the Authority of all expenditures that are reimbursable by the Authority. These records shall include records of the hours worked and costs incurred by the Contractor or any employees of the Contractor in connection with the Services. The Contractor shall on request afford the Authority or any person reasonably specified by the Authority such access to those records as may be required by the Authority in connection with the Contract.

ANNEX B

See following Tender response document dated

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

Terms and Conditions of Contract for Services

Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase	means the Customer’s unique number relating to the supply of the

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

Order Number”	Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 11.2 or terminated in accordance with the terms and conditions of the Agreement.
- 11.2 The Customer may extend the Agreement for a period of up to 24 months. Proposed extensions will be applied as 12 monthly increments reviewed on an annual basis. (3+1+1) months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date.
- 4.2 The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

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

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

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

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

8 ASSIGNMENT AND SUB-CONTRACTING

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

- 8.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

- 8.3 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 GOVERNANCE AND RECORDS

- 10.1 The Supplier shall:

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 11.1 Subject to clause 11.2, each Party shall:
 - 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
 - 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 11.2.2 to its auditors or for the purposes of regulatory requirements;
 - 11.2.3 on a confidential basis, to its professional advisers;
 - 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
 - 11.2.6 where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

AND FOR THE PURPOSES OF THE FOREGOING, REFERENCES TO DISCLOSURE ON A CONFIDENTIAL BASIS SHALL MEAN DISCLOSURE SUBJECT TO A CONFIDENTIALITY AGREEMENT OR ARRANGEMENT CONTAINING TERMS NO LESS STRINGENT THAN THOSE PLACED ON THE CUSTOMER UNDER THIS CLAUSE 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Customer of:
 - (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - (b) any request for personal data; and
 - 13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.
- 13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 LIABILITY

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
 - 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
 - (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

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

- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.

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

15 FORCE MAJEURE

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

16 TERMINATION

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

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

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

17 COMPLIANCE

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

17.2 The Supplier shall:

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

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

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

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

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

18 PREVENTION OF FRAUD AND CORRUPTION

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

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

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor

OFFICIAL
Contract Document
Provision of Customer Service Excellence Accreditation
CCS Reference: SO17093
Contract Reference: CCCC16ABU

represent that it has, any authority to make any commitments on the other Party's behalf.

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

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

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