



**DRAFT – SUBJECT TO CONTRACT**

**VARIATION FORM**

No of Order Form being varied:

FN29158

Variation Form No:

FN50837

BETWEEN

HM Revenue & Customs (the Customer)

and

Callcredit Public Sector Limited (the Supplier)

1. As part of HM Government's Covid 19's response, the Customer is tasked with managing payment of retention pay and statutory sick pay into the bank accounts of qualifying organisations ("**Covid 19 Response**"). The Customer has therefore engaged the Supplier to provide a Business Bank Verification service in order to assist the Customer in meeting the requirements of the Covid 19 Response. The Supplier/TransUnion International UK Limited has consequently engaged the Services of Creditsafe Business Services Limited in order to provide such Business Bank Verification service to the Customer on behalf of the Supplier/TransUnion International UK Limited.
2. This Call Off Contract is varied as follows and such variation shall take effect from the second signatory date.
  - 2.1 For the purposes of paragraph 1.1 of the Order Form, the Business Bank Verification Service shall commence on **TBC**.
  - 2.2 For the avoidance of doubt, (and for the purposes of paragraph 1.2 of the Order Form), the Business Bank Verification Service shall end on the same date as the date of expiry of the CallValidate UK Service which is 19 June 2021 (unless the parties agree to extend such Services in accordance with the terms of this Call Off Contract).
  - 2.3 For the purposes of paragraph 2.4 of the Order Form, the only standard that the Supplier is able to comply with in respect of the Business Bank Verification Service is ISO27001. No other standards shall be applicable in respect of the Business Bank Verification Service.
  - 2.4 For the purposes of paragraph 6.10 of the Order Form, the Customer agrees that any right it has to terminate the Business Bank Verification Service will not be exercised before 19 June 2021.
  - 2.5 Under Section D of the Order Form, the current table in respect of Key Subcontractors shall be deleted and replaced with the following new table:

Company Registration Number	Full legal name and trading name where applicable	Registered Address	Organisation size (micro, small, medium, large)	Role of Key-Subcontractor	Approximate percentage of contractual obligations

Callcredit Public Sector Limited. Registered in England and Wales with company number 04152031.  
Registered Office: One Park Lane, Leeds, West Yorkshire, LS3 1EP  
TransUnion and TransUnion Information Group are trading names of TransUnion Information Group Limited and its subsidiaries.

					sub contracted
3961870	TransUnion International UK Limited (formerly known as Calcredit Limited)	One Park Lane, Leeds, West Yorkshire, LS3 1EP	Large	CallValidate UK is licensed by TransUnion International UK Limited and therefore the Supplier effectively sub-contracts the entire CallValidate UK solution to the Customer	100%
3836192	Creditsafe Business Solutions Limited	Bryn House, Caerphilly Business Park, Van Road, Caerphilly, CF83 3GG	Medium	The Business Bank Checking Service is licensed by Creditsafe Business Solutions Limited and therefore the Supplier effectively sub-contracts the entire Business Bank Checking solution to the Customer	100%

2.6 Paragraph 2.1 of the Order Form shall be deleted and replaced with the following new Paragraph 2.1:

**2.1 Goods and or Services required**

CallValidate UK and Business Bank Verification as more particularly described in Call Off Schedule 2.

2.7 Paragraph 2.5 of the Order Form shall be deleted and replaced with the following new Paragraph 2.5:

**2.5 Service Levels and Service Credits**

In Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring), except that Clause 11.6 shall not apply. For the avoidance of doubt, Service Levels only apply to the CallValidate UK Service, and therefore are not applicable to the Business Bank Verification Service

2.8 Under Annex 1: The Services, a new Service shall be added as follows (in addition to the CallValidate UK Service):

- Business Bank Verification (Online Service) to be used by the Customer in accordance with the Permitted Purpose only
- User set-up for the Business Bank Verification Service
- Set-up and maintenance of an Application Programming Interface ("API") in respect of the Business Bank Verification Service
- The Permitted Purpose of the Business Bank Verification Service is to assist the Customer in the assessment of whether to offer a business any kind of finance, lending or credit, having particular regard to identity verification, the prevention of money laundering and detecting fraud.

2.9 Under Annex 1: Call Off Contract Charges, the following additional text shall be inserted:

The Business Bank Business Verification charges are £0.22 plus VAT per [search] [transaction]. Upon signature of Variation Form FN50837 (otherwise known as Letter of Variation 11 to the Call Off Contract), the Customer shall be invoiced the sum of £3,300,000 plus VAT ("**Advance Payment**") for the advance purchase of 15,000,000 [searches] [transactions]. The fees incurred for each [search] [transaction] shall be (1) deducted from the Advance Fee; and (2) once the Advance Fee has been exhausted shall be invoiced to the Customer monthly in arrears. If any balance of the Advance Fee remains upon expiry or termination of this Call Off Contract, no refund shall be payable to the Customer.

**Commented [EF1]:** We are awaiting further information from Creditsafe regarding the basis on which this is charged and any details on how these are defined. Further information TBC.

2.10 Under Annex 2: Payment Terms/Profile, the following shall be added:

"All the fees incurred for the Business Bank Verification Services shall be (i) invoiced to the Customer in advance in respect of any Advance Payment and (ii) in arrears once the Advance Fee has been exhausted; and (iii) (for the avoidance of doubt) shall also be invoiced by TransUnion International Limited (formerly known as Callcredit Limited) (acting as the Supplier's payment agent).

For the avoidance of doubt, any advance fees paid to the Supplier (via its payment agent) in respect of (i) CallValidate UK cannot be used to pay for fees incurred in respect of the Business Bank Verification Service; and (ii) the Business Bank Verification Services cannot be used to pay for fees incurred in respect of the CallValidate UK Services."

2.11 For the avoidance of doubt, the use by HMG End-User of the Services pursuant to a letter of variation dated 24 November 2016 (Variation Form FN35999) ("**LoV 4**") shall not extend to the Business Bank Verification Services. Such use by HMG End-User (in accordance with LoV4) shall be confined solely to the use of CallValidate UK.

2.12 Under paragraph 2 of Call Off Schedule 9: Supplier Software, Customer Software and Third Party Software, the following text shall be added:

"The Business Bank Verification Service provided by the Supplier is licensed by Creditsafe Business Solutions Limited ("**Creditsafe**") and is delivered as a 'software as a service'. As a result of Creditsafe providing data to the Customer (on behalf of the Supplier) which is governed by regulatory provisions, and third party licensing conditions, the Customer shall comply with

Creditsafe licence terms (in addition to those licence terms governing CallValidate UK) contained in Schedule 16.”

2.13 Under Annex 2 of Call-Off Schedule 12, Creditsafe Business Solutions Limited shall be added to the list of notified sub-contractors.

2.14 Under Call-Off Schedule 16: License Terms for Supplier Software and Third Party Software, the General Licence Terms – Callcredit Limited (now known as TransUnion International UK Limited) shall for the avoidance of doubt also apply to the Business Bank Verification Service, except that solely in the context of the Business Bank Verification Service the reference to:

- (i) **“Input”** is specifically reference to data made available to Creditsafe Business Solutions Limited in order to access the Business Bank Verification Service;
- (ii) **“Output”** is specifically reference to all data, scores, results, flags, reports, documents, advice, guidance and other output and information provided by Creditsafe Business Solutions Limited and/or the Supplier and/or TransUnion International UK Limited (formerly known as Callcredit Limited);
- (iii) **“Client Materials”** is specifically reference to all Customer data and materials made available to TransUnion International UK Limited (formerly known as Callcredit Limited) and/or Creditsafe Business Solutions Limited pursuant to this Call Off Contract by (or on behalf of) the Customer including the Input;
- (iv) **“Documentation”** is specifically reference to all user guides provided by the Supplier and/or TransUnion International UK Limited (formerly known as Callcredit Limited) and/or Creditsafe Business Solutions Limited in respect of the Services; and
- (v) **“API deliveries”** in paragraph 13 of the General Licence Terms [shall not apply to the Business Bank Verification Service.] [is specifically reference to [ ]]

**Commented [EF2]:** TBC following discussions with Creditsafe

2.15 In addition to the General Licence Terms, the following Specific Product terms – Business Bank Verification Service shall be added to Schedule 16 as follows:

**Specific Product terms – Business Bank Verification Service**

In these Specific Product – Business Bank Verification Service, the following additional definitions shall apply:

**“Designated Credit Reference Agency”** shall have the meaning given to that term under the 2015 Regulations;

**“Trade Credit”** means the provision of credit only by providing goods or services before payment of part or all of the amount to be paid for such goods or services;

**“Trade Credit Provider”** means a business that provides Trade Credit”;

**“2015 Regulations”** means the Small and Medium Sized Businesses (Credit Information) Regulations 2015

1. The Customer shall:
  - a. abide by all laws & regulations applicable to its use of the Service and the data contained therein, including full compliance with all aspects of Data Protection Legislation;
  - b. not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means. The Customer will not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service. The Customer will not access all or any part of the Service in order to build a product or service which competes with the Service nor will the Customer use the Service to provide services to third parties. Use of any automated system or software to extract data from the Service ("screen scraping") is expressly prohibited;
  - c. not to attempt to gain unauthorised access to the Service or modify the Service without the consent of the Supplier.
  - d. only take such copies of the Service as are reasonably required for the use of the Service in accordance with this Call Off Contract.
  - e. be responsible for maintaining the confidentiality of its password and account details.
  - f. comply with the Permitted Purpose when using the Service and the Output from the Service.
  - g. ensure it has all such consents and permissions from the applicable business to whom the Input relates (and whose data is contained within the Input)
  - h. not manually (or via software/ other systems) intentionally overload/ excessively flood the API used to access the Service with Input. Customer acknowledges and agrees that by doing so, it might lead to unavailability of the API and the Service.
  - i. inform the Supplier promptly in the event it becomes aware of a denial of service attack and in the event of such incident shall work with the Supplier (if required) to alleviate the situation as quickly as possible.
2. The Customer is granted a non-transferable licence to use the Service solely for the Customer's own internal use (in accordance with the Permitted Purpose) within the United Kingdom and the Republic of Ireland. The Customer may not sell, transfer sublicense, distribute, commercially exploit or otherwise make available to, or use for the benefit of any third party, any of the Service. The Customer may not resell the Service on its own or bundled together with its owned products or services.
3. Unless otherwise agreed, the use of the Service provided under the terms of this Call Off Contract is limited to one designated user and may not be used by any other person other than the designated user. The use of the Service by more than one individual, either simultaneously or otherwise will require the provision of additional licenses.
4. The Customer acknowledges and agrees that the Service is not intended to be used as the sole basis for any decision making and is based upon data which is provided by third parties, the accuracy of which it would not be possible for the Supplier to guarantee. Whilst the Supplier aims always to maintain a quality, fully operative service, the Service and third party services are nonetheless provided on an "as is", as available basis without warranties of any kind, whether express or implied.
5. The Customer acknowledges and agrees that the Supplier gives the Customer no warranty or assurance about the contents, coverage or completeness of the Service. Whilst the Supplier does endeavour to maintain the accuracy and the quality of the Service, information contained may be incorrect or out of date. Therefore, any use of the Service is at the Customer's own risk.

6. The Customer warrants that for the purposes of the Business Bank Verification Service, it is not submitting any Personal Data to the Supplier/Creditsafe Business Solutions Limited as part of any Customer Data it provides in order to receive the Business Bank Verification Service.
  7. As at the second signatory date of Variation Form Number FN50837 (otherwise known as letter of variation 11 to this Call Off Contract), the Customer warrants that it is a Trade Credit Provider.
  8. The Customer shall not use the Business Bank Verification Service if it ceases to be a Trade Credit Provider.
  9. The Customer acknowledges and agrees that the Business Bank Verification Service is only intended for use in relation to businesses that satisfy the definition of a 'small or a medium sized business' under the 2015 Regulation. The Supplier is not obliged to provide the Business Bank Verification Service in relation to any business that does not satisfy this definition.
  10. The Customer acknowledges and agrees that the Supplier is not a Designated Credit Reference Agency and that the Business Bank Verification Service will be provided to its subcontractor, Creditsafe Business Solutions Limited, in its capacity as a Designated Credit Reference Agency.
  11. The Customer warrants and undertakes that the business which is the subject of the Business Bank Verification Service has given its consent to its account number and sort code being used to provide the Business Bank Verification Service to the Customer.
  12. If the Customer is provided with access to an API service for the Business Bank Verification Service, it will be required to ensure that its communication with the API is encrypted to a suitable standard in line with best practice.
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3. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
  4. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

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Date

.....

Name (in Capitals)

.....

Address

100 Parliament Street, Westminster, London, SW1A 2BQ

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

Signature

Date

Name (in Capitals)

Address

One Park Lane, Leeds, West Yorkshire, LS3 1EP