

Service Agreement

Reference: PROC 523-2023 – PARLIAMENTARY MONITORING

This is the Service Agreement between

**DeHavilland Information Services Limited trading as DeHavilland
("DeHavilland")**

Registered Address: 154-160 Fleet Street, London, EC4A 2DQ

Company Number: 08297488 (England)

VAT number: GB429774061

and

Competition and Markets Authority (the "Client")

Registered Address: Competition & Markets Authority, The Cabot, 25 Cabot Square,
London E14 4QZ

The Service Agreement between DeHavilland and the Client consists of:

- **The Order Form.** This is unique to your company and sets out the specific commercial details of the Service Agreement, including your company's details; the Services which will be provided to you; the period of the Service; the price you will be charged; and your billing and contact details.
- **The Service Terms.** These are the terms and conditions which apply to the Service Agreement. The Service Terms regulate the basis on which the Services are provided to each customer.

Please read both carefully. If you are satisfied with all the details and terms laid out in the Service Agreement, please sign where indicated on the Order Form and follow the instructions set out above the signature box. These explain about returning the Service Agreement to DeHavilland and how the Service Agreement comes into force once we have verified, accepted and counter-signed the Order Form.

DeHavilland Information Services Limited

154-160 Fleet Street
London
EC4A 2DQ, United Kingdom.

Client company name (full legal entity details):	Competition and Markets Authority
Client billing address (and billing contact if different from contact below)	Electronic invoices Accounts Payable: email address: invoices@cma.gov.uk . Finance Team: Finance.Team@cma.gov.uk Competition and Markets Authority, 25 Cabot Square, London, E14 4QZ
Client company registration number	D-U-N-S Number: 21-813-3067
Contract Value and Term	Year 1 - £11,550 (plus VAT) Year 2 - £12,359 (plus VAT) Year 3 - £12,977 (plus VAT) (Optional)
Agreed Invoicing Terms	Annual
Client contact details: (name, email & tel)	Name: [REDACTED] Job Title: [REDACTED] Email: [REDACTED] Tel: [REDACTED]
DeHavilland contact details: (name, email & tel)	Name: [REDACTED] Job Title: [REDACTED] Email: [REDACTED] Tel: [REDACTED]
Initial Period:	Start Date: 21/5/2023 End Date: 20/5/2025

Accessed Services and Charges:

Service Name	Service Description	Number of Users	Charges (excl VAT)
DeHavilland	<ul style="list-style-type: none"> UK Classic Coverage Alerting: [REDACTED] [REDACTED] [REDACTED] CMA Classic Tailored Daily Report Sector weekly forward planner - [REDACTED] [REDACTED] Westminster/Whitehall coverage - [REDACTED] [REDACTED] 		

Special Terms (If applicable):

The following changes are agreed to the DeHavilland Digital Services Terms of Business:

Clause 2.2 is deleted and replaced with the following:

Clause 3.1 is deleted and replaced with the following:

In **Clause 4.6** , the reference to 14 days shall be amended to 30 days.

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The Pricing detailed in the Proposal, is the pricing applicable to the supply of the services.

Clause 5 is deleted.

Clause 6.5 is deleted

Clause 7.1.1 is deleted

Clause 8 is deleted and replaced with the following:

You will self-indemnify in respect of your potential liabilities under the Contract, and we will hold sufficient insurance to cover our potential liabilities under the Contract. This includes (without limitation) any insurance required by applicable law.

Clause 12.4 is deleted and replaced with the following:

12.4 Each party acknowledges that in entering into a Contract it has not relied on, and will have no remedy in respect of any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in the Contract, the CMA's "PROC 523-2023 Invitation To Tender" (excluding Annex 5) and our proposal in response.

Clause 14.2 is deleted and replaced with the following:

14.2 The documents comprising the Contract, the CMA's PROC 523-2023 Invitation To Tender(excluding Annex 5) and our proposal in response contain the entire agreement and understanding between the parties relating to the subject matter of the Contract and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of the Contract.

Clause 14.3 – is deleted and replaced with the following:

14.3 In the event of conflict or inconsistency between the Order Form, these Terms the CMA's PROC 523-2023 Invitation To Tender (excluding Annex 5) and our proposal in response the documents will take precedence in the order listed in this clause.

Clause 15.2 is deleted

Clause 16.2 is deleted

The definition of **UK Data protection legislation** is deleted and replaced with the following:

UK Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK retained version General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications UK retained version of Directive 2002/58/EC (as

updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

The following additional clauses are added at **Clauses 18 and 19**

18. Publicity

We agree not to disclose your identity as our client, nor to use your name nor refer to you directly or indirectly in any advertisement or other publication without receiving your prior written approval for such use or reference and to the form and context in which the reference to you is to appear. We shall abide by any conditions or limitations imposed by you in such approval, if given.

We further agree not to disclose the existence of this Contract, or the nature of the relationship established by this Contract.

19. Transparency

We acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information and that we hereby gives our consent for you to publish this Contract 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 Contract agreed from time to time. You may consult with us to inform your decision regarding any redactions but shall have the final decision in your absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

I, the undersigned hereby confirm that I am ordering the above referenced Services and/or Deliverables from DeHavilland. I agree that your supply and my purchase of these Services and/ or Deliverables are governed by your General Terms of Business and the relevant Module, copies of which are available here: <https://www1.dehavilland.co.uk/subscription-terms-business>. I further confirm that I have the authority to enter into this agreement on behalf of my organisation.

Signed for and on behalf of the Client

Name:

Position:

Date of signature:

Signature:

After signing this Order Form please return it by post or email scan to DeHavilland at the above address. The Service Agreement will be effective when countersigned by an authorised signatory of DeHavilland. The countersigned copy of the Service Agreement will be returned to you by DeHavilland.

Signed by and on behalf of DeHavilland

Name:

Position:

Date of signature:

Signature: