

FORM OF AGREEMENT: Workforce Management System Service contract

This Agreement is made on the day of 24th September 2025

BETWEEN

Orbit Group Limited an exempt Charity whose registered office is at Garden Court, Harry Weston Road, Binley, Coventry CV3 2SU hereinafter "the Client"

AND

Business Systems (UK) Limited whose registered office is at registration number 02199582 and having its registered address at Techspace, 140 Goswell Road, London, EC1V 7DY hereinafter "the Service Provider"

WHEREAS the Client wishes the following service to be provided: **Workforce Management System software** in accordance with the Specification, Quotations, Definitions Schedule (Schedule 5) and other Schedules hereto ("the Services") and the Service Provider has provided the Client with a detailed price breakdown for the Services

IT IS HEREBY AGREED AS FOLLOWS the Service Provider shall provide the Services in accordance with the Conditions, Specification and Schedule[s]; and

The Client shall pay the Service Provider in accordance with Conditions the sum stated in Schedule 2 ("the Contract Price") together with any VAT or other tax duty or levy which is or becomes a legal requirement during the Contract or such other sum as shall become due under the Conditions.

The conditions set out below together with the Schedules attached hereto are hereinafter referred to as "the Contract".

THE CONDITIONS

Period of Agreement

1. The Contract shall take effect on the 24th September 2025 ("the Commencement Date") and shall expire automatically on 23rd September 2026 ("Initial Contract Period") unless it is otherwise terminated or extended in accordance with the provisions set out below.
2. The Contract will not be extended past the Initial Contract Period.

Notices and Contact Points

3. Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned. "In writing" shall include e-mail but not fax or other electronic communication.

4. For the purposes of clause 3 the address of each Party shall be:

(a) For the Client:

Orbit Group Limited

Garden Court
Harry Weston Road
Binley Business Park
Binley
Coventry
CV3 2SU

For the attention of: Jacky Kwong

Tel: +448006781221

Email: Jacky.Kwong@orbit.org.uk

(b) For the Service Provider:

Business Systems (U.K.) Ltd, registration number 02199582 with its registered address at Techspace, 140 Goswell Road, London, EC1V 7DY

For the attention of: Name: Paul Smith

E: paul.smith@bslgroup.com

M: 07719 067946

Conflict of Interest

5. Each Party shall take appropriate steps to ensure that neither they nor any of their staff are placed in a position where, in the reasonable opinion of the other party, there is or may be a conflict between the pecuniary or personal interests of themselves and the duties owed to the other party under the provisions of the Contract. Full particulars of any such conflict of interest which may arise and proposals for mitigating or eliminating it shall be promptly disclosed.

If in the opinion of the other party the conflict cannot be sufficiently mitigated, the Contract may be terminated by written notice with immediate effect.

The Services

6. The Service Provider shall exercise all reasonable skill and care in the performance of the Services and the Services shall be delivered to a standard which shall in all respects meet the requirements detailed in Schedule 1 and the Key Performance Indicators.

7. If the Client informs the Service Provider in writing that the Client reasonably believes that any part of the Services does not meet the requirements of this Contract and this is other than as a result of a Default by the Client, the Service Provider shall at its own

expense re-schedule and carry out the Services within such reasonable time as the Client may specify. The Client shall not however be obliged to allow such period for rescheduled performance of the Services.

8. Failure to comply with the Services schedule including a failure to meet the minimum input and/or output requirements and/or to consistently fail to meet the Key Performance Indicators, shall be considered a material breach of contract. In such circumstances, subject to any time allowed for remediation under Clause 7 the Client reserves the right to terminate the Contract.

Payment and Contract Price

9. In consideration of the Service Provider's performance of its obligations under the Contract, the Service Provider shall be entitled to invoice the amounts and the Client shall pay such amounts due in accordance with Schedule 2 and shall, in addition to the Contract Price and following receipt of a valid VAT invoice, pay the Service Provider a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.
10. The Client shall pay all sums due within 30 days of receipt of a valid invoice.
11. Where the Client considers an invoice to be invalid and payment therefore not due under Clause 9 it shall notify the Service Provider within 14 days of receipt.
12. The parties acknowledge that this is a public contract within the meaning of the Public Procurement Act 2023 and undertake to meet the requirements of Regulation 113 / Section 69 thereof. Specifically where the Service Provider enters into a Sub-Contract with a Service Provider or Service Provider for the purpose of performing its obligations under the Contract, the Service Provider shall include in that Sub-Contract provisions having the same effect as clauses 9 to 11 of this Contract; and a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 9 to 12 of this Contract. In this Clause 12 "Sub-Contract" means a contract between two or more service providers, at any stage of remoteness from the Client in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.
13. The Service Provider shall indemnify the Client on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Client at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under the Contract. Any amounts due under this clause shall be paid by the Service Provider to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.
14. NOT USED

No Price adjustment on extension of the Initial Contract Period

15. There shall be no automatic price adjustment on extension of the Initial Contract Period. Where a request for an adjustment is submitted by either party, it shall be

accompanied by full details demonstrating the rationale behind the request. In any event rates shall not be adjusted by an amount exceeding that calculated by application of the annual movement in the Consumer Prices Index (CPI) (increase or decrease) as published by the Office for National Statistics, or if such publication is discontinued then whatever relevant document succeeds it, save where such price adjustment relates to a change in scope of the Contract which can be duly substantiated. The base index for calculation purposes shall be the index published for September of the year preceding the financial year in which the adjustment is to be applied. The rates will be confirmed or adjusted annually with the first review being on the second anniversary of the Commencement Date.

No Annual Price Adjustment

- 16 There shall be no automatic annual adjustment of the Contract Price. Where a request for an adjustment is submitted by either party, it shall be accompanied by full details demonstrating the rationale behind the request. In any event the Contract Price shall not be adjusted by an amount exceeding that calculated by application of the annual movement in the Consumer Prices Index (CPI) (increase or decrease) as published by the Office for National Statistics, or if such publication is discontinued then whatever relevant document succeeds it, save where such price adjustment relates to a change in scope of the Contract which can be duly substantiated. The base index for calculation purposes shall be the index published for September of the year preceding the financial year in which the adjustment is to be applied. The Contract Price will be confirmed or adjusted annually with the first review being on the second anniversary of the Commencement Date.

Prevention of Corruption and Fraud

- 17 The Service Provider shall not offer or give, or agree to give, to the Client or any person employed by or on behalf of the Client any gift or consideration of any kind as 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 Contract or any other agreement or contract with the Client, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such agreement or contract.
- 18 The Service Provider shall take all reasonable steps to prevent Fraud by Staff and the Service Provider (including its shareholders, members, directors) in connection with the receipt of monies from the Client.
- 19 The Service Provider shall notify the Client immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 20 If the Service Provider or its Staff commits Fraud in relation to this or any other contract with the Client, the Client may:
- (a) terminate the Contract and recover from the Service Provider the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the supply of the Services and any additional expenditure incurred by the Client throughout the remainder of the Contract Period; and/or
 - (b) recover in full from the Service Provider any other loss sustained by the Client in consequence of any breach of this clause.

Equality and Diversity

- 21 The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, sex, gender, gender reassignment, pregnancy and maternity, race, religion or belief, sexual orientation or marriage and civil partnership and without prejudice to the generality of the foregoing the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- 22 The Service Provider confirms its commitment to the Client's Equality and Diversity Policy and will co-operate with the Client in the reasonable monitoring of this commitment.

The Contracts (Rights of Third Parties) Act 1999

- 23 A person who is not a Party to the Contract 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 both Parties.

Environmental Requirements

- 24 The Service Provider shall, perform its obligations under the Contract in accordance with the Client's environmental requirements 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. The Service Provider shall comply with any and all specific Environmental requirements laid down in the Specification and/or other Schedules.

Anti-Bribery

- 25 The Parties shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (as amended).

Health and Safety, Safeguarding

- 26 The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety and shall ensure that all venues, equipment, materials etc shall similarly comply with all relevant legislation.
- 27 The Service Provider shall promptly notify the Client of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.
- 28 In addition to any statutory reporting the Service Provider shall notify the Client immediately in the event of any incident occurring in the performance of its obligations under the Contract where that incident causes any personal injury or damage to property which could give rise to personal injury.

- 29 The Service Provider hereby acknowledges that it has received, read and understood the Client's "Safeguarding Adults" Policy and Procedure documents and will comply with all requirements therein. Where the Service Provider cannot comply with any requirement it shall inform the Client immediately and alternative equivalent protection measures shall be agreed between the parties as a matter of urgency.
- 30 The Service Provider hereby acknowledges that it has received, read and understood the Client's "Child Protection" Policy and Procedure documents and will comply with all requirements therein. Where the Service Provider cannot comply with any requirement it shall inform the Client immediately and alternative equivalent protection measures shall be agreed between the parties as a matter of urgency.
- 31A "Regulated Activity" in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 (the Safeguarding Act) and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Act.
- 31A.1 The Service Provider shall obtain, and shall procure that all sub-contractors obtain, in relation to all Staff, all necessary references and checks to verify their identities.
- 31A.2 The Service Provider shall:
- 31A.2.1 ensure that all Staff engaged in Regulated Activity are subject to a valid enhanced disclosure check for Regulated Activity undertaken through the Disclosure and Barring Service (DBS);
 - 31A.2.2 ensure that no individual without a clear enhanced DBS check shall carry out any Regulated Activity;
 - 31A.2.3 monitor the level and validity of the checks under this clause 31A for all Staff;
 - 31A.2.4 ensure that all Staff whether or not he or she is carrying out Regulated Activity:
 - attends all necessary safeguarding training for their role, as approved by the Client from time to time; and
 - receives a copy and reads all safeguarding documents and policies relevant to their roles, as approved by the Client from time to time.
 - 31A.2.5 report to the Client any feedback, comment, complaint or other information received which relates to any safeguarding matter in relation to the Services whether or not the Service Provider considers it to have any substance;
 - 31A.2.6 have and maintain appropriate policies and procedures for the proper treatment of all residents, service users and customers and the investigation of any safeguarding matter, copies of which may be required by the Client for inspection from time to time; and
 - 31A.2.7 ensure that any other requirements for proper and responsible regulation and background checks will be fully met in accordance with good industry

practice and fully in accordance with any requirements of this Contract and/or any Sub-Contract, as appropriate.

31A.3 The Service Provider warrants at all times for the purposes of this Contract it has no reason to believe that any Sub-Contractor and/or their employees who is or will be employed or engaged by the Service Provider is barred from the activity in accordance with the provisions of the Safeguarding Act and any regulations made thereunder, as amended from time to time.

31A.4 The Client shall ensure that any changes to the policy and procedures listed in Clauses 30 and 31 shall be notified to the Service Provider as soon as possible after implementation.

Modern Slavery

32.1 In performing its obligations under this Contract, the Service Provider undertakes, warrants and represents that it shall ensure that each of its sub-contractors, agents and employees shall, comply with the Modern Slavery Act 2015.

32.2 The Service Provider shall indemnify the Client against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Client for any act or omission of the Service Provider in breach of clause 32.1.

Confidentiality

33.1 UK General Data Protection Regulations

33.1.1 The following definitions apply:

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws 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 Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer shall have the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider 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.

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.

DPA 2018: Data Protection Act 2018

GDPR: the UK General Data Protection Regulation

LED: Law Enforcement Directive (*Directive (EU) 2016/680*)

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.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Service Provider related to this Contract

33.1.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in Schedule 3 by the Client and may not be determined by the Service Provider.

33.1.3 The Service Provider shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.

33.1.4 NOT USED

33.1.5 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

(a) process that Personal Data only in accordance with Schedule 3, unless the Service Provider is required to do otherwise by Law. If it is so required the Service Provider shall promptly notify the Client before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that:

(i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Service Provider's duties under this clause;
- (B) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
- (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 Client or as

- otherwise permitted by this Contract; and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- (i) the Client or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Service Provider complies with its obligations under the 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 Client in meeting its obligations); and
 - (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Contract unless the Service Provider is required by Law to retain the Personal Data.

33.1.6 Subject to clause 33.1.7, the Service Provider shall notify the Client immediately if 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 this 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 Data Loss Event.

33.1.7 The Service Provider's obligation to notify under clause 33.1.6 shall include the provision of further information to the Client in phases, as details become available.

33.1.8 Taking into account the nature of the processing, the Service Provider shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 33.1.6 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:

- (a) the Client with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Client, at its request, with any Personal Data it holds in relation to a Data

Subject;

- (d) assistance as requested by the Client following any Data Loss Event;
- (e) assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.

33.1.9 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:

- (a) the Client determines that the processing is not occasional;
- (b) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

33.1.10 The Service Provider shall allow for audits of its Data Processing activity by the Client or the Client's designated auditor.

33.1.11 The Service Provider shall designate a data protection officer if required by the Data Protection Legislation.

33.1.12 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Service Provider must:

- (a) notify the Client in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Client;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Client with such information regarding the Sub-processor as the Client may reasonably require.

33.1.13 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.

33.1.14 The Client may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

33.1.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Service Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

33.2 Confidential Information (including Commercially Confidential information)

- 33.2.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
- (a) treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - (b) not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 33.2.2 Clause 33.2.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations (EIR) pursuant to clause 33.3 (Freedom of Information);
 - (b) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract; or
 - (e) it is independently developed without access to the other party's Confidential Information.
- 33.2.3 The Service Provider may only disclose the Client's Confidential Information to the Staff who are directly involved in the provision of the services and who need to know the Confidential Information and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 33.2.4 The Service Provider shall not, and shall procure that the Staff do not, use any of the Client's Confidential Information received otherwise than for the purposes of this Contract.
- 33.2.5 NOT USED
- 33.2.6 Nothing in this Contract shall prevent the Client from disclosing the Service Provider's Confidential Information:
- (a) for the purpose of the examination and certification of the Client's accounts; or
 - (b) for the purpose of any procedural or other audit required by the Client's internal regulations or by any Regulatory Body to whom the Client is subject provided that nothing in this clause 33.2.6 shall permit the Client to disclose any of Service Provider's software and/or related technical documentation.
- 33.2.7 The Client shall use all reasonable endeavours to ensure that any employee, third party or sub-Service Provider to whom the Service Provider's Confidential Information is disclosed pursuant to clause 33.2.6 is made aware of the Client's obligations of confidentiality.
- 33.2.8 Nothing in this clause 33.2 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal

business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights (IPR).

33.3 Freedom of Information

33.3.1 The Service Provider acknowledges that although the Client is not at the date of signature of the Contract subject to the requirements of the FOIA and the Environmental Information Regulations it shall assist and cooperate with the Client to enable the Client to comply with any Information disclosure obligations.

33.4 Social Tenants Access to Information Requirements (STAIRs)

33.4.1 The Supplier acknowledges that the Client is subject to the requirements of the Social Tenants Access to Information Requirements. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations under the Social Tenants Access to Information Requirements;
- (b) transfer to the Client 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;
- (c) provide the Client with a copy of all information belonging to the Client requested in the Request for information which is in its possession or control in the form that the Client requires within 5 Working Days (or such other period as the Client may reasonably specify) of the Client's request for such information; and
- (d) not respond directly to a Request for information received from a third party authorised in writing to do so by the Client.

33.4.2 The Supplier acknowledges that the Client may be required under the Social Tenants Access to Information Requirements to disclose information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Client shall take reasonable steps to notify the Supplier of a Request for Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Client shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information or any other Information is exempt from disclosure in accordance with the Social Tenants Access to Information Requirements.

33.4.3 Notwithstanding any other term of this agreement, the Supplier consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that the Client considers is exempt from disclosure in accordance with the provisions of the Social Tenants Access to Information Requirements.

33.4.4 The Client shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall

have the final decision in its absolute discretion. The Supplier shall assist and cooperate with the Client to enable the Client to publish this agreement.

33.5 Publicity, Media and Official Enquiries

33.5.1 Without prejudice to the Client's obligations under the FOIA, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party. Where such consent is given the Service Provider shall ensure that the Client's logos and other requested details are included.

33.5.2 Both Parties shall take reasonable steps to ensure that their servants, employees, agents, sub-Service Providers, Service Providers, professional advisors and consultants comply with clause 33.5.1.

33.6 Intellectual Property Rights

33.6.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "IP Materials"):

- (a) furnished to or made available to the Service Provider by or on behalf of the Client shall remain the property of the Client; and
- (b) prepared specifically and exclusively by or for the Service Provider on behalf of the Client for use, or intended use, in relation to the performance by the Service Provider of its obligations under the Contract shall belong to the Service Provider but Client shall have the right to use the same for the duration of and subject to the terms of this Contract;

and the Service Provider shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the contract) without prior approval, use or disclose any Intellectual Property Rights owned by Client.

33.6.2 All intellectual property rights in the Services (including any modifications, alterations or adaptations thereto whether by Service Provider, Client or any third party) are and shall remain the sole property of Service Provider (or its licensors).

33.6.3 The Service Provider shall not infringe any Intellectual Property Rights of any third party in supplying the Services and subject to the Client complying with its obligations under this clause 33.6 and also subject to the Client mitigating its loss to the fullest extent possible, the Service Provider shall, during and after the Contract Period, indemnify and indemnified and hold the Client harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Client may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:

- (a) items or materials based upon designs supplied by the Client; or
- (b) the use of data supplied by the Client which is not required to be verified by the Service Provider under any provision of the Contract.

Service Provider's total liability hereunder for infringement of Intellectual Property Rights shall not exceed £3,000,000.

33.7 Audit

- 33.7.1 The Service Provider shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Client, and all payments made by the Client. The Service Provider shall on request afford the Client or the Client's representatives such access to those records as may be requested by the Client in connection with the Contract.

Monitoring, Review and Variation

34. This Contract is subject to satisfactory monitoring information being provided. In the event that monitoring information is not provided in a timely manner in the format included in Schedule 3 including any back-up information reasonably required to be provided on request the Client shall subject to the dispute resolution procedure below, have the right to terminate the Contract.
35. This Contract may be amended or varied at any time by mutual agreement in writing. The Contract will be reviewed at regular intervals to be agreed between the parties but as a minimum on an annual basis.

Entire Agreement

36. The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.
37. In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the clauses of the Contract;
 - (b) the Schedules; and
 - (c) any other document referred to in the clauses of the Contract.

Remedies in the event of inadequate performance

38. Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Service Provider's obligations under the Contract, then the Client shall notify the Service Provider, and where considered appropriate by the Client, investigate the complaint. The Client may, at its sole discretion, uphold the complaint and take further action in accordance with clauses 39 and 40
39. In the event that the Client is of the reasonable opinion that there has been a material breach of the Contract by the Service Provider including but not limited to a breach under Clauses 6, 7 and/or 8, then the Client may, do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Client that the Service Provider will once more be able to supply all or such part of the Services in accordance with the Contract;
 - (b) without terminating the Contract withhold payment of any further monies and/or seek recovery as a debt any monies already advanced until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Client that the Service Provider will once more be able to supply all or such part of the Services in accordance with the Contract
 - (c) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
 - (d) terminate the Contract
40. In the event of a material breach the Client may charge the Service Provider for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Client or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Service Provider for such part of the Services and provided that the Client uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

Liability, Indemnity and Insurance

41. Neither Party excludes or limits liability to the other Party for:
- (a) death or personal injury caused by its negligence; or
 - (b) Fraud; or
 - (c) fraudulent misrepresentation; or
 - (d) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
42. The Service Provider warrants that it has in place the necessary Liability and Public Liability insurance cover up to the value of £5 million [and also All Risks and Professional Indemnity cover up to a value of £5m] and shall maintain such cover for the duration of this Contract and for six years following its termination. Evidence of cover shall be provided to the Client upon request.

Termination on insolvency

43. Either party may terminate the Contract with immediate effect by notice in writing where the other party is a company and in respect of the other party:
- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part

- of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - (h) any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

Break

44. Either party shall have the right to terminate the Contract at any time by giving at least 6 Months' written notice to the other party, provided that such Notice shall not be given prior to the first anniversary of the Commencement Date.

The Service Provider shall not be entitled to serve a break notice where the Client has previously served a Default notice hereunder and where the Default has not been remedied at the time of service of the break notice.

Governing Law and Jurisdiction

45. The Client and the Service Provider accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

Dispute Resolution

46. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent)] of each Party.
47. Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

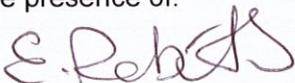
48. If the dispute cannot be resolved by the Parties pursuant to clause 46 the Parties shall refer it to mediation pursuant to the procedure set out in clause 49 unless (a) the Client considers that the dispute is not suitable for resolution by mediation; or (b) the Service Provider does not agree to mediation.
49. The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution or other mediation provider to appoint a Mediator.
 - (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure.
 - (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
 - (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
 - (f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

IN WITNESS whereof this Contract has been executed as a Deed on the day and year first before written.

EXECUTED AS A DEED by affixing the common seal of THE CLIENT

Hereinbefore mentioned namely: **Orbit Group Limited**

in the presence of:


..... Director

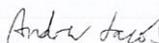

..... Company Secretary



AND AS A DEED BY / FOR AND ON BEHALF OF THE CONTRACTOR

Hereinbefore mentioned namely: **Business Systems (UK) Limited**

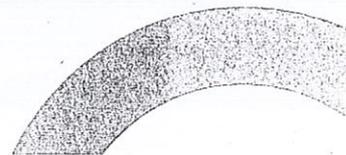
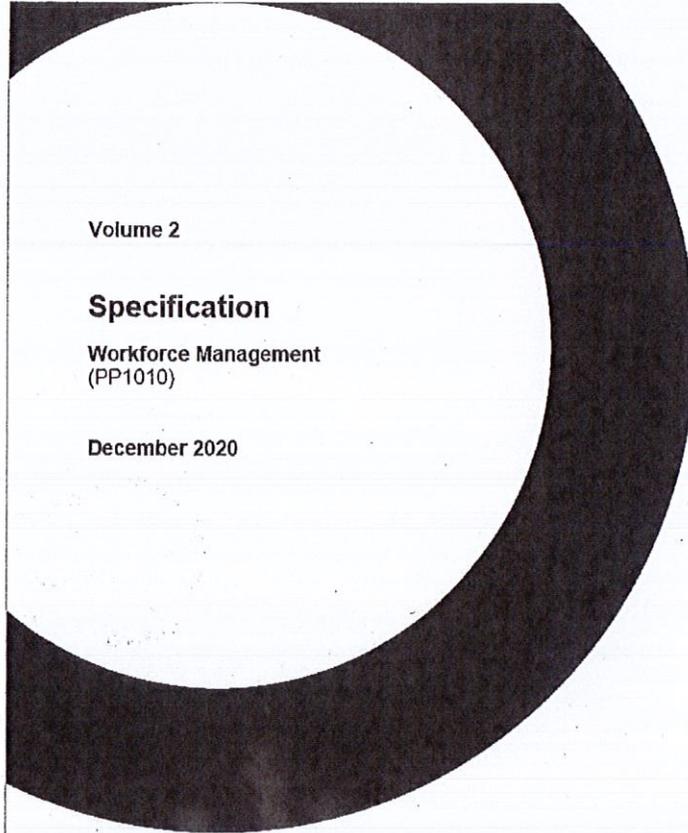
in the presence of:


..... Authorised Signatory

Andrew Jacobs/MD
..... Authorised Signatory

SCHEDULE 1 – SPECIFICATION

SCHEDULE 1 – SPECIFICATION



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1. GENERAL SPECIFICATION

1.1 Introduction

Orbit have recently transitioned to a new telephony platform, Anywhere365 (A365), which does not have an integration with NICE IEX our current Workforce management system. This also coincided with our current version of NICE IEX WFM reaching end of life. We are looking to implement a new Workforce Management (WFM) system, in order to optimise the productivity of our employees, by efficiently forecasting workload requirements and creating and managing staff schedules to accomplish set tasks on a day to day and hour to hour basis.

This Tender Specification is for the provision of the following:

- Set up and implementation support.
- An ongoing support contract in place. This should include any future developments that can improve the Orbit offering.
- Work with Orbit IT and partners to ensure processes and technical infrastructure for enabling access to all associated calls, emails, webchat and required metadata.
- Ensure/advise that the 'to be' design is GDPR compliant.
- Be pivotal in the design and shaping of the future model, implementation and monitoring metrics.
- With assistance from Orbit, produce documentation required to support the new service(s) in BAU.
- Training delivery for front end users and administrators of the system.
- Ensure that existing retention policies regarding data backups remain in force.

The contract for the provision of the service is expected to commence by April 2021 the exact dates to be agreed depending on the agreement between the successful provider and Orbit.

Orbit wish to secure efficiencies and economies of scale by means of a procurement exercise for meeting the requirements detailed within this documentation, achieved through the Most Economical Advantageous Tender submitted.

The Contract will be awarded for an initial period of two years with an option to extend for a further two years (in annual increments) based on acceptable performance.

1.2 Current IT Environment

- VMware virtual platform (vSphere)
- HP host servers and SAN.
- NetApp 8.3
- Published desktops via Citrix XenApp 7.6 on Windows 2008 R2.
- Laptop & desktops running Win10 Enterprise
- Apple iPhone and iPads, managed via Airwatch MDM.
- 2x Active Directory Federation Services running on Windows 2012 R2 standard that use Azure Active Directory Connect.
- Hybrid Exchange configuration with Exchange Online, 1x CAS server in Azure (Exchange 2016)

1.3 Requirements

Tenderers shall provide a detailed overview of their offered solution for Orbit, explaining the functionality, usability, fit within Orbit and how the system will be future proofed for use in the long term. This information must be provided through the questionnaire included as part of the tender documentation, with information provided against the relevant questions.

This should follow but not be limited to the detailed requirement specification document, provided separately.

1.4 Support

As part of the tender, we would like to understand what support is provided and offered through the lifetime of the contract;

- Initial mobilisation general support.
- Real-time support for P1 issues.
- Monthly service reports.
- 24/7 support.

1.5 General Requirements

Tenderers shall provide the following information to support the evaluation process:

- Response to this ITT identifying how your organisation will achieve the outcomes required.
- Roadmap information for future development of the system for the next 5 years.
- Examples of flexibility and scalability of the system.
- Evidence of the usability of the system and how it could fit the needs of Orbit.
- Evidence of the areas of the system that are configurable by Orbit
- Evidence that the System should support remote and flexible working arrangements.
- Evidence of comprehensive and flexible reporting capabilities.
- Explanation of how project risks will be identified, assessed, managed and monitored throughout performance of the contract.
- Evidence of where data will be stored, how long for and how data can be recovered.
- Evidence of disaster recovery / business continuity capabilities.
- Evidence of system availability/uptime.

2. SECURITY AND DATA PROTECTION

Tenderers should provide evidence of how they comply with Data Security Legislation and the requirements of the Data Protection Act, and the impending GDPR. Particular information is requested with regard to data transfer and storage of customer contact recording which may contain sensitive customer and business information.

Data Security is of paramount importance to Orbit and as such we will need to understand what procedures, processes and guarantees are in place to protect Orbit and our Customer information from any data security risks.

3. REFERENCES

As part of the tender submission, tenderers are asked to provide reference organisations. This is to enable Orbit to conduct a telephone interview as part of evaluation with users to understand implementation experience, solution effectiveness and impact, any lessons learned & the support they received during the process.

4. DOCUMENTATION & TRAINING

The Tenderer shall provide details of the documentation that will be supplied to support the solution.

Tenderers shall provide details of the full training and associated materials required to effectively support and administer the solution.

There should be an offer of refreshment training and documentation and process enhancements in line with product evolution.

5. MIGRATION REQUIREMENTS & TIMESCALES

Tenderers shall document how the proposed solution should be implemented, detailing the resources and timescales required & what project management methodologies will be used.

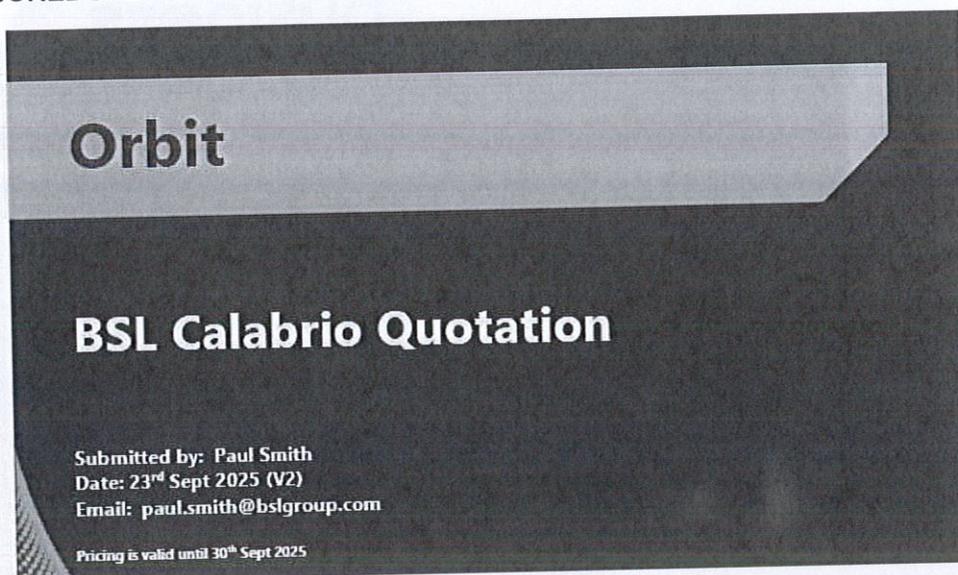
Tenderers should submit a full project plan detailing the timescales required and the milestones to be achieved.

It is particularly important that any resources required from Orbit should be identified in the tender submission.

Key Milestones that should be identified are:

- Review existing estate/documentation.
- Propose 'to be' solution design.
- Identify required Orbit resource & skill gaps.
- Current performance levels benchmarked.
- Support Orbit with migration of initial services in two phases;
 - Migration of existing CSC users along with historic data.
 - Migration of data for business areas not currently using WFM.
- Disaster recovery simulation/exercise, to prove survivability/compatibility of the hybrid environment & current disaster recovery processes.
- Complete post-migration review, *i.e.*, performance levels.
- Procedures for sign off and release of system for general use.

SCHEDULE 2: CONTRACT PRICE, INVOICING AND PAYMENT



1 Summary

This document is a quotation and pricing proposal in response to the request and discussions around the Calabrio WFM renewal. This proposed 12-month term will provide the Calabrio solution and support services to Orbit for the period 24/09/2025 – 23/09/2026.

Licence Information

The Calabrio Workforce Management licence is a single licence that provides access to all WFM functionality. We are pleased to confirm there is no additional charge for hosting. The licence charge is also inclusive of the support services provided by BSL.

Additional Functionality Included in the Calabrio WFM License

- Cloud Hosting
- AI Forecasting
- Payroll Export
- Multi Shift Function
- Budgets
- Grant Bot
- Insights

Our Experience

BSL Group (BSL) works with its customers to design, install, configure, and support some of the most complex WFM deployments in the UK, ranging from 50 seats to more than 2,500 seats. Our care and support packages ensure you have the right level of support based upon the specific needs for your organisation.

2 Pricing

Calabrio Workforce Management licence unit is per a named user, per month (pupm).

2025 Contract Renewal Offer

112 Users – Minimum 12 Month Commitment

12-month term fixed term billed in line with current terms.

Calabrio WFM Committed User	Unit Cost	Total Monthly	Total
WFM users x112	£ 21.70	£2,3430.40	£ 29,164.80
Super Users x2	FOC	FOC	FOC
Total 12 Months			£ 29.164.80

Schedule 4 Processing, Personal Data and Data Subjects

1. The Service Provider shall comply with any further written instructions with respect to processing by the Client.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Processing staff details
Duration of the processing	For the Contract Period
Nature and purposes of the processing	The system will store Names of advisors and their Line managers. The purpose of this is so that individual schedules can be created advising individuals of their working shifts.
Type of Personal Data	Name & work email address
Categories of Data Subject	Staff
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	Data should be returned or destructed within 15 days of contact ending.

Schedule 5- Definitions

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA.

“Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.

“Environmental Information Regulations” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this 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.

“Social Tenants Access to Information Requirements” means the scheme that gives social housing residents the ability to request information from their housing provider about the management of their social housing, which might be information about maintenance work, the organisational structure of their housing provider or inspection results. It also covers information held by a contractor.

“Fraud” means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract.

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Key Performance Indicators” means the service levels/outputs to be achieved by the delivery of the Services as defined in Schedule 3

“Law” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply.

“Party” means a party to the Contract.

“Regulated Activity” in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 (the Safeguarding Act) and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Act.

“Regulatory Bodies” means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Client and “Regulatory Body” shall be construed accordingly.

“Staff” means all individuals working on the [Services/Works] whether employees, workers, consultants, agency workers, contractors or otherwise.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
EYFRC-ZTG3T-XUBSW-TY6RD

DOCUMENT COMPLETED BY ALL PARTIES ON
29 SEP 2025 13:04:45
UTC

SIGNER

ANDREW JACOBS

EMAIL
ANDREW.JACOBS@BSLGROUP.COM

SHARED VIA
LINK

TIMESTAMP

SENT
29 SEP 2025 12:12:39
VIEWED
29 SEP 2025 12:15:30
SIGNED
29 SEP 2025 13:04:45

SIGNATURE



IP ADDRESS
213.109.200.112

LOCATION
FRANKFURT AM MAIN, GERMANY

