

Liverpool City Council

Contract for Supply of Services

CONTRACT DETAILS

Contract Date:	13/10/2025
Contract No:	DN788229
Contract Name:	Transactional Services: Processing resource

SECTION 1: CONTRACT TERM

Contract Start Date:	13/10/2025
Contract End Date:	31 January 2026
Extension Period(s):	3 months

SECTION 2: PARTIES

Authority:	Liverpool City Council
Authority's address:	Cunard Building, Water Street, Liverpool, L3 1AH
Authority's Authorised Representative:	Name: Richard Kilkelly Job Title: Development, Contract and Liaison Lead Email: Richard.Kilkelly@liverpool.gov.uk Telephone: (0151)-233-5340 Postal Address: Liverpool City Council Liverpool L3 1AH
Supplier:	Civica LIMITED (No. 1628868)
Supplier's address:	Eighth Floor, Southbank Central, 30 Stamford Street, 30 Stamford Street, London, Greater London, SE1 9LQ
Supplier's VAT number:	391171065

Supplier's Authorised Representative:	<p>Name: Paul Mason</p> <p>Job Title: Divisional Managing Director</p> <p>Email: paul.mason@civica.com</p> <p>Telephone: 07870 595176</p> <p>Postal Address: Eighth Floor, Southbank Central, 30 Stamford Street, 30 Stamford Street, London, Greater London, SE1 9LQ</p>
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SECTION 3: THE SERVICES

Service Commencement Date:	13/10/2025
Services:	As further detailed in Schedule 1.
Service Standard:	The Supplier must supply the Services in accordance with the best practice prevailing in the industry.

SECTION 4: PAYMENT

Charges:	as further detailed in Schedule D
Invoicing:	Supplier must provide invoices in respect of all charges applicable under the contract when those charges are due. Billing invoices are to be issued monthly in arrears, based on the agreed contract rate. Service credits payable to the Council resultant of failed performance shall be deducted from the next invoice issued to the Council following the service credits being incurred.
Payment method:	BACS

SECTION 5: GENERAL REQUIREMENTS

Necessary Consents:	The supplier shall ensure that all outputs which are intended to be shared with the general public must meet the appropriate accessibility guidelines. Any materials must meet the requirements of the Disability Discrimination Act 1995, Equality Act 2010 and the Public Sector Bodies (website and Mobile applications) Accessibility Regulations 2018.
Contract management meetings	<p>The parties shall meet on a monthly basis to discuss the operation of the Agreement and the Services. At such meetings, the Supplier shall circulate such reports and management information as may be specified in the Terms and Conditions or as otherwise specified by the Authority.</p> <p>At least one representative of the Supplier must attend such meetings and, where required by the Authority, any Key Personnel shall also attend.</p>

Management Reports:	<p>the supplier shall provide a weekly report detailing the following management information:</p> <ul style="list-style-type: none"> • Levels of reviews undertaken • Quality checks undertaken and details of the number passed and failed • Process and procedure issues identified • Ongoing performance against the Service Levels set out in the contract 	
Required Insurances:	<p>The following minimum levels of cover:</p> <p>(a) public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims.</p> <p>(b) employer's liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims.</p> <p>(c) professional indemnity insurance with a limit of indemnity of not less than £2,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover.</p>	
Data Processing:	<p>Where the Services include processing of Personal Data, the following table sets out the details of the proposed processing activity. The Supplier shall comply with any further written instructions with respect of processing by the Authority.</p> <p>The parties' respective Data Protection Officers are:</p> <p>(a) For the Authority: Paul Mountford Senior Information Officer (Data Protection Officer) paul.mountford@liverpool.gov.uk</p> <p>(b) For the Supplier: Paul Mason Job Title: Divisional Managing Director Email: paul.mason@civica.com Telephone: 07870 595176</p>	
	Scope of the processing activity:	Additional external processing resource to access the Council's Revenues and Benefits database to process approximately 130,000 items of work related to Universal Credit transactions.
	Purpose of processing:	<p>To facilitate the administration of all types of work associated with:</p> <ul style="list-style-type: none"> • Universal Credit transactions

	Nature of the processing activity:	<ul style="list-style-type: none"> • Reviewing UC notifications. • Ensuring all documents are processed belonging to one case • Updating claim records in NEC Revenues and Benefits core processing system. • Updating diary entries • Verifying supporting documentation in NEC Document Management. • Owning the documents until full completion of the case. • Applying changes in line with relevant legislation, guidance, and council policies.
	Duration of the processing:	The work is expected to commence on 22.09.25 and be completed by 31.01.26
	Types of personal data:	<p>The data processing will include name and address of individuals. In some cases individual's medical background will be included to enable the correct application of discounts and exemptions.</p> <p>Data may include name, address, age and income / benefit details for applicants and members of their household</p>
	Categories of data subject:	<p>Individuals who are liable to pay council tax at a property</p> <p>Individuals and household members who are able to claim Universal Credit.</p>
	Data retention and destruction:	The service provider will access Council Revenues and Benefits systems and will not be required to hold data in any capacity. The supplier will be required to provide a statement confirming that they will not willingly hold or store any data.

SECTION 6: SPECIAL CLAUSES

Business Continuity:	Not Applicable
Service Credits:	Applicable

Key Personnel:	Applicable	
	Where this is applicable, the following shall be Key Personnel for each party:	
	The Authority:	
	Name:	Name: Richard Kilkelly
	Occupation:	Job Title: Development, Contract and Liaison Lead
	Contact information:	Email: Richard.Kilkelly@liverpool.gov.uk Telephone: (0151)-233-5340
	The Supplier	
	Name:	Paul Mason
Safeguarding:	Occupation:	Job Title: Divisional Managing Director
	Contact information:	Email: paul.mason@civica.com Telephone: 07870 595176
	Applicable	
	Not Applicable	
	Not Applicable	
	Not Applicable	
	Not Applicable	
	Not Applicable	

SECTION 7: ADDITIONAL TERMS

Note to Suppliers: No Additional Terms shall be introduced here unless specifically agreed by the Authority.

N.A

SECTION 8: SCHEDULES

Schedules: (*delete as applicable)	Schedule 1: Specification
	Schedule 2: Performance regime
	Schedule 3: Supplier's Tender
	Schedule 4: Charges and payment
	Schedule 5: Exit

	Schedule 6: TUPE Not Applicable Schedule 7: Business continuity Not Applicable Schedule 8: Data Processing
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Formation of the Contract

The Authority and the Supplier hereby enter into the Contract, composed of:

- 1. These Contract Details;
- 2. The Liverpool City Council Terms and Conditions for the Supply of Services (Short Form) version; and
- 3. The Schedules specified in section 8 of these Contract Details.

This Contract has been entered into on the Contract Date stated at the beginning of these Contract Details.

Signed by Greg Nixon
for and on behalf of **Liverpool City Council**

Greg Nixon
.....
Authorised Signatory

Signed by Paul Mason
for and on behalf of **Civica UK Limited**

Paul Mason
.....
Authorised Signatory

LIVERPOOL CITY COUNCIL

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES (SHORT FORM)

Version 1.2

Implementation Date: 19.07.2019

Notes to Suppliers/Bidders

1. Where this version of the document is issued to a supplier or bidder prior to formation of a contract, it shall fully replace and supersede any and all previously issued versions.

2. Bidders shall not be entitled to negotiate or vary any of the Terms and Conditions, unless this was specifically permitted in the relevant tender or quotation document(s) issued by the Authority.

2

CONTENTS

Clauses

1. INTERPRETATION	4
2. PRIORITY OF TERMS	7
3. COMMENCEMENT AND DURATION	7
4. SUPPLY OF SERVICES	7
5. KEY PERFORMANCE INDICATORS	9
6. AUTHORITY REMEDIES	9
7. SOCIAL RESPONSIBILITY	9
8. AUTHORITY'S OBLIGATIONS	10
9. CHARGES AND PAYMENT	10
10. INTELLECTUAL PROPERTY RIGHTS	11
11. DUE DILIGENCE AND SUPPLIER'S WARRANTY	11
12. INFORMATION	12
13. AUDIT	13
14. CONTRACT MANAGEMENT	14
15. INDEMNITY AND LIABILITY	15
16. INSURANCE	16
17. DISPUTE RESOLUTION	16
18. TERMINATION BY THE AUTHORITY	16
19. TERMINATION BY THE SUPPLIER	18
3	
20. FORCE MAJEURE	18
21. ANTI-BRIBERY AND ANTI-FACILITATION OF TAX EVASION.	19
22. EXIT MANAGEMENT	19
23. CONSEQUENCES OF TERMINATION	19
24. OPTIONAL CLAUSES	20
25. GENERAL	22

Schedules

SCHEDULE 1 SPECIFICATION	25
SCHEDULE 2 PERFORMANCE REGIME	26
SCHEDULE 3 SUPPLIER'S TENDER/QUOTATION	29
SCHEDULE 4 CHARGES	30
SCHEDULE 5 EXIT	31
SCHEDULE 6 TUPE	38
SCHEDULE 7 BUSINESS CONTINUITY	43
SCHEDULE 8 DATA PROCESSING	44

4

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Agreement: the contract between the Authority and the Supplier for the supply of Services consisting of the Contract Details, these Conditions and any Schedules to

these Conditions.

Authority: the Authority as described in the Contract Details.

Authority Materials: has the meaning set out in clause 3.3(j).

Business Continuity Plan: a plan detailing how the Services will continue to be provided during a time of emergency, disaster or other unplanned incident, to include as a minimum descriptions and definitions of incidents in response to which the plan will be activated; what steps and procedures the Supplier will follow to ensure continuity of Service provision; details of service levels which will apply to the Services during a business continuity incident; how service users will be protected from the impact of the incident and time-scales for recovery to full Service provision.

Charges: the charges payable by the Authority for the supply of the Services in accordance with clause 9.

Conditions: these terms and conditions as amended from time to time in accordance with clause 25.5.

Consistent Failure: has the meaning given in Schedule 2.

Contract Details: the document entitled "Contract Details" to which these Conditions are attached or which specifies these Conditions as governing the contract between the parties.

Contract Start Date: the date stated in Section 1 of the Contract Details.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Default Notice: as defined in clause 4.1.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

5

Exit Management Plan: a plan prepared by the Supplier pursuant to clause 22 supplementing the provisions of Schedule 5 and made in accordance with the principles and minimum standards contained in that Schedule.

Extension Period: as defined in Section 1 of the Contract Details.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Key Personnel: the persons described as key personnel in the Contract Details, being persons who have been identified by each party as being key to the success of the implementation and/or operation of the Services.

KPI: the Key Performance Indicator(s) detailed in Schedule 2 (if any).

Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply.

Management Information: the management information and reports referred to in clause 14.2(a).

Personal Data: as defined in the Data Protection Legislation.

processing: as defined in the Data Protection Legislation.

Remediation Notice: a notice served under clause 18.1(e).

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of the Agreement, whether those services are provided by the Authority internally or by any Replacement Supplier.

Replacement Supplier: any third party supplier of Replacement Services appointed by the Authority from time to time

Services: the services, including any Deliverables, to be provided by the Supplier under the Agreement, as set out in the Contract Details and the Specification.

Specification: the description or specification for the Services set out in Schedule 1 and such amendment to that description or specification as agreed in writing by the Authority and the Supplier from time to time.

6

Supplier: the supplier as described in the Contract Details.

Supplier's Tender: the document(s) set out in, or attached at, Schedule 3.

Target KPI: the minimum level of performance for a KPI which is required by the Authority as set out against the relevant KPI in Schedule 2.

Term: the period commencing on the Contract Start Date and ending on the contract end date (as stated in Section 1 of the Contract Details) as varied by either:

(a) any Extension Period; or

(b) the earlier termination of the Agreement in accordance with its provisions.

Termination Payment Default: undisputed Charges equivalent to at least 25% of the total Charges due under the Agreement have at any time been overdue for payment for a period of 60 days or more.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Working Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.2 Interpretation:

(a) Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement.

(b) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

(c) Words in the singular shall include the plural and vice versa.

(d) A reference to one gender shall include a reference to the other genders.

(e) References to clauses and Schedules are to the clauses of these Conditions and to the Schedules attached to these Conditions, but where a Schedule is attached to these Conditions, but is not referred to in the Contract Details, it shall be deemed not to have effect. References to paragraphs are to the paragraphs of a relevant Schedule.

(f) A reference to **writing** or **written** includes email, but not fax.

(g) Unless the contrary is provided in any part of the Agreement:

(i) a reference to a statute or statutory provision is a reference to it as it is in force as at the Contract Start Date; and

7

(ii) a reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision as at the Contract Start Date.

(h) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(i) Any obligation in the Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

(j) Where any statement is qualified by the expression **so far as the Supplier is aware** or **to Supplier's knowledge** or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2. PRIORITY OF TERMS

2.1 Where there is any conflict or inconsistency between the provisions of the Agreement, such conflict or inconsistency shall be resolved according to the following order of priority:

(a) section 7 (Additional Terms) of the Contract Details;

(b) these Conditions;

(c) the remainder of the Contract Details;

(d) Schedule 1 (Specification) to the Agreement;

(e) the remaining schedules to the Agreement other than Schedule 3.

2.2 These Conditions apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. COMMENCEMENT AND DURATION

3.1 The Agreement shall commence on the Contract Start Date and shall be in force for the duration of the Term.

3.2 Where the Contract Details provide for one or more Extension Periods, the Authority has the sole discretion as to whether to exercise the right to extend during such Extension Period(s) and, where it decides to do so, it must provide the Supplier with written notice of the proposed extension at least 1 month prior to commencement of the proposed Extension Period.

4. SUPPLY OF SERVICES

4.1 The Supplier shall from the service commencement date stated in the Contract Details and for the duration of the Agreement provide the Services to the Authority in 8

accordance with the terms of the Agreement. Where the Supplier fails to do so, the Authority may serve a written notice (**Default Notice**) on the Supplier detailing the Supplier's default.

4.2 The Supplier shall meet any performance dates for the Services specified in the Contract Details

4.3 In providing the Services, the Supplier shall:

(a) co-operate with the Authority in all matters relating to the Services, and comply with all instructions of the Authority;

(b) perform the Services with the best care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade;

(c) use personnel 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;

(d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification;

(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

(f) use the best quality goods, materials, standards and techniques, and ensure

that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Authority, will be free from defects in workmanship, installation and design;

(g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

(h) comply with all applicable Law, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services;

(i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;

(j) hold all materials, equipment and tools, drawings, specifications and data supplied by the Authority to the Supplier (**Authority Materials**) in safe custody at its own risk, maintain the Authority Materials in good condition until returned to the Authority, and not dispose or use the Authority Materials other than in accordance with the Authority's written instructions or authorisation;

(k) not do or omit to do anything which may cause the Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Authority may rely or act on the Services; and

9

(l) comply with any additional obligations as set out in the Contract Details and the Specification.

5. KEY PERFORMANCE INDICATORS

5.1 The Supplier shall supply the Services in accordance with the performance regime set out in Schedule 2. Where in that Schedule any element of the Services is subject to a specific KPI, the Supplier must deliver the Services in such a manner as to ensure that its performance is equal or higher than the relevant Target KPI.

5.2 The Supplier's Management Information shall include details of its adherence to the KPIs and its achievement (or lack of achievement) of the Target KPIs and the Supplier shall report on such matters at any meetings with the Authority pursuant to clause 14.

6. AUTHORITY REMEDIES

6.1 If the Supplier fails to perform the Services by the applicable dates or in the manner specified in the Agreement, the Authority shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

(a) to terminate the Agreement with immediate effect by giving written notice to the Supplier;

(b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

(c) to recover from the Supplier any costs incurred by the Authority in obtaining substitute services from a third party;

(d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and

(e) to claim damages for any additional costs, loss or expenses incurred by the Authority which are in any way attributable to the Supplier's failure to meet such dates.

6.2 The terms of the Agreement shall extend to any substituted or remedial services provided by the Supplier.

6.3 The Authority's rights under the Agreement are in addition to its rights and remedies implied by Law.

7. SOCIAL RESPONSIBILITY

7.1 The Supplier shall:

(a) comply with all applicable anti-slavery and human trafficking Law from time to time in force including, but not limited to, the Modern Slavery Act 2015;

10

- (b) use best endeavours to implement policies and procedures permitting its staff to exercise their rights under Part IVA (Protected disclosures) of the Employment Rights Act 1996 and shall provide access to such policies and procedures to the Authority on demand; and
- (c) throughout the duration of the Term, afford its staff the opportunity to join trade unions.

8. AUTHORITY'S OBLIGATIONS

The Authority shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Authority's premises for the purpose of providing the Services (where access to the Authority's premises is required in order to provide the Services); and
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

9. CHARGES AND PAYMENT

9.1 The Charges for the Services shall be set out in the Contract Details, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

9.2 The Supplier shall invoice the Authority at the intervals set out in the Contract Details. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice and, unless the Authority specifies otherwise, shall:

- (a) be sent, for the attention of the Authority's Authorised Representative (as defined in the Contract Details) by e-mail only to apinvoices@liverpool.gov.uk;
- (b) be in PDF format, with only one invoice per PDF file; and
- (c) quote the relevant Authority purchase order number.

9.3 In consideration of the supply of the Services by the Supplier, the Authority shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier. This time limit shall not apply until the Authority has verified the Supplier's invoice (which shall, however, be deemed verified 7 days after its receipt by the Authority).

9.4 All amounts payable by the Authority under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to the Authority, the Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the

11
supply of the Services at the same time as payment is due for the supply of the Services.

9.5 Where any sum due under or in relation to the Agreement becomes overdue, the paying party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Authority to inspect such records at all reasonable times on request.

9.7 The Authority may at any time, without notice to the Supplier, set off any liability of the Supplier to the Authority against any liability of the Authority to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement. Any exercise by the Authority of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Authority Materials) shall be owned by the Authority, unless it has agreed otherwise in writing.

10.2 Where the Authority agrees that Intellectual Property Rights relating to the Services shall not vest in the Authority, the Supplier grants to the Authority, or shall procure the direct grant to the Authority of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use, copy and modify the Deliverables (excluding Authority Materials).

10.3 The Authority grants the Supplier a fully paid-up, non-exclusive, royalty-free nontransferable

licence to copy and modify any materials provided by the Authority to the Supplier for the term of the Agreement for the sole purpose of providing the Services to the Authority.

10.4 All Authority Materials are the exclusive property of the Authority.

11. DUE DILIGENCE AND SUPPLIER'S WARRANTY

11.1 The Supplier acknowledges and confirms that it has entered into the Agreement in reliance on its own due diligence, has had the opportunity to ask all relevant questions of and review any information received from, the Authority in relation to the Supplier's ability to provide the Services in accordance with the Agreement and that it has made its own enquiries to satisfy itself of the accuracy and adequacy of any such information received from the Authority.

12

11.2 Save as provided in the Agreement, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by Law.

11.3 The Supplier:

(a) warrants and represents that all information contained in the Supplier's Tender is true as at the Contract Start Date and that it remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Agreement. The Supplier shall promptly notify the Authority in writing if it becomes aware at any point during the Term of any inaccuracies in any information provided to it by the Authority in the Supplier's Tender which materially and adversely affects its ability to perform the Services or meet any KPIs or outcomes detailed in Schedule 2; and

(b) shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with clause 11.3(a) save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided..

11.4 Nothing in this clause 11 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

12. INFORMATION

12.1 Data protection

Without prejudice to the provisions of 24.8 (where those provisions are applicable to the Agreement), the parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

12.2 Freedom of information

(a) The Supplier acknowledges that the Authority is subject to the requirements

of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**), pursuant to which the Authority may be required to share information it holds in response to a request for such information under the FOIA and/or the EIRs (a **Request for Information**). Such information may include information about the Supplier, the Agreement and the provision of the Services.

13

(b) The Supplier hereby agrees to cooperate with the Authority in relation to any Request for Information, including by providing the Authority with such assistance or information as may be required by the Authority in order to comply with its obligations under the FOIA and the EIRs. The Supplier shall not respond to any Request for Information, but shall pass such a request on to the Authority within 2 days of receiving it.

(c) The Supplier accepts that the Authority may be required to provide information as referred to in clause 12.2(a) without notifying the Supplier of the Request for Information and the intended disclosure. The Authority, however, agrees that it will use reasonable endeavours to notify the Supplier of any Request for Information pursuant to the FOIA or the EIRs which is relevant to the Agreement or to the Services.

12.3 Transparency and fraud detection

The Supplier acknowledges and agrees that the Authority may, without notifying the Supplier, share or publish information about the Services and/or the Agreement pursuant to:

(a) The Local Government Transparency Code 2015 (as amended or replaced from time to time) published by the Ministry for Housing, Communities and Local Government (formerly the DCLG); and/or

(b) The National Fraud Initiative which is managed by the Cabinet Office and details of which can be found at

<http://www.gov.uk/government/collections/national-fraud-initiative>.

13. AUDIT

13.1 During the Term and for a period of 7 years after it, the Authority, or a body auditing the Authority, may conduct audits of the Supplier relating to the performance its obligations under the Agreement and its adherence to applicable Law, as well as:

(a) to review the integrity, confidentiality and security of any data relating to the Authority or any service users;

(b) to review any records created during, or for the purposes of, the provision of the Services;

(c) to review any books of account kept by the Supplier in connection with the provision of the Services;

(d) to carry out the audit and certification of the Authority's accounts; and

(e) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

13.2 Except where an audit is imposed on the Authority by a regulatory body, the Authority may not conduct an audit under this clause 13 more than twice in any calendar year

14

and the Authority shall use its reasonable endeavours to ensure that the conduct of each audit undertaken by it does not unreasonably disrupt the Supplier or delay the provision of the Services.

13.3 The Supplier shall provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including all information requested within the permitted scope of the audit, reasonable access to any sites controlled by the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services and access to its staff.

13.4 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under the Agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

13.5 If an audit identifies that:

(a) the Supplier has failed to perform its obligations under the Agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Authority about the Charges, proposed Charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;

(b) the Authority has overpaid any Charges, the Supplier shall pay to the Authority the amount overpaid within 14 days. The Authority may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and

(c) the Authority has underpaid any Charges, the Authority shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by the Authority if this was due to a default by the Supplier in relation to invoicing within 14 days.

14. CONTRACT MANAGEMENT

14.1 **Monitoring.** The Authority may monitor the performance of the Services by the Supplier and the Supplier shall co-operate and shall procure that any subcontractor co-operates, with any such maintenance.

14.2 Reporting and open book

(a) The Authority may require the Supplier to attend contract management meetings at which the Supplier shall circulate management information specifying:

(i) any problems encountered in the provision of the Services;

15

(ii) adherence to time-scales set by the Authority;

(iii) any complaints received in relation to the Services;

(iv) the Supplier's adherence to the performance regime in Schedule 2, including adherence to the KPIs, minimum Target KPIs and/or target outcomes (as appropriate); and

(v) such other items as the Authority may reasonably require.

(b) The Authority shall provide the Supplier with at least 72 hours' written notice of meetings to be held pursuant to clause 14.2(a), save where the need for the meeting has arisen due to a matter of urgency.

(c) The Supplier shall keep and retain throughout the duration of the Term full details, records and books of account detailing the costs involved in the provision of the Services, including staffing costs, capital and revenue costs involved, materials and supplies, administrative overheads and such other items as the Authority may reasonably require.

(d) The Authority shall be entitled to require access to any such records detailed in clause 14.2(c) on demand.

15. INDEMNITY AND LIABILITY

15.1 Neither party shall be liable to the other party (as far as permitted by Law) for indirect special or consequential loss or damage in connection with the Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

15.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to the Agreement.

15.3 Notwithstanding any other provision of the Agreement neither party limits or excludes

its liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence;
- (c) breach of any obligation as to title implied by statute; or
- (d) any other act or omission, liability for which may not be limited under any applicable Law.

15.4 Civica's total aggregate liability in or for breach of contract, negligence (as defined in Section 1(1) Unfair Contract Terms Act 1977), misrepresentation (excluding fraudulent misrepresentation), tortious claim (including breach of statutory duty), restitution or any other cause of action whatsoever relating to or arising under or in connection with this Contract (including performance, non-performance or partial performance), and including liability expressly provided for under this Contract shall not exceed 125% of Charges paid or payable during the 12 months preceding the date on which the claim arose. 15.5 This clause shall survive termination of the Agreement.

16. INSURANCE

During the term of the Agreement and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, the required insurances detailed in the Contract Details, to cover the liabilities that may arise under or in connection with the Agreement and shall, on the Authority's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. Such insurance cover shall not, however, limit the Supplier's liabilities under the Agreement. Where such insurance cover has not been obtained or is invalidated, the Authority reserves the right to procure such insurance cover itself and to recharge the Supplier its costs of doing so.

17. DISPUTE RESOLUTION

If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in the Agreement, then:

- (a) The party raising the Dispute shall serve on the other party full details of the Dispute together with all relevant information and the parties shall then attempt in good faith to resolve the Dispute within the next 21 days; and
- (b) if the parties are for any reason unable to resolve the Dispute within 21 days, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 28 days after the date of the ADR notice. The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute under clause 25.10 which clause shall apply at all times.

18. TERMINATION BY THE AUTHORITY

18.1 Without limiting or affecting any other right or remedy available to it, the Authority may terminate the Agreement with immediate effect on written notice to the Supplier if:

- (a) there is a change of 'control' (as defined in section 1124 of the Corporation Tax Act 2010) of the Supplier;
- (b) a Consistent Failure occurs;
- (c) an Insolvency Event occurs;
- (d) the Supplier commits a breach of clause 3.3(h);
- (e) the Supplier commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing (a

Remediation Notice) to do so;

(f) the value of the Agreement increases such that it would exceed the threshold set out in regulation 5 of the Public Contracts Regulations 2015; or
(g) the Supplier falls within (or the Authority reasonably believes that the Supplier falls within) any of the exclusions set out in regulation 57 of the Public Contracts Regulations 2015.

18.2 For the purposes of clause 18.1(c), an **Insolvency Event** means:

(a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the Supplier;

(d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);

(e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

(f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

18

(g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;

(h) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive);

(i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(j) the Supplier (being an individual) is the subject of a bankruptcy petition or order, dies, or by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

18.3 For the purposes of clause 18.1(e) a **material breach** shall be construed as a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

(a) a substantial portion of the Agreement; or

(b) any of the obligations in clauses 4.2 (time of the essence), 4.3(a), (b), (c), (k) and (l) (general service requirements), 7 (Social responsibility), 12.1 (Data

protection), 13 (Audit), 14 (Contract management), 16 (Insurance), 24.3 (Key personnel), 24.4 (Safeguarding), 24.6 (Real Living Wage), 24.7 (Zero Hours Contracts), 24.8 (Data processing) or 25.1(c) (obligations in subcontracts). In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

19. TERMINATION BY THE SUPPLIER

The Supplier may terminate the Agreement in the event that the Authority commits a Termination Payment Default by giving 30 days' written notice to the Authority. In the event that the Authority remedies the Termination Payment Default in the 30 day notice period, the Supplier's notice to terminate the Agreement shall be deemed to have been withdrawn.

20. FORCE MAJEURE

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (with the exception of industrial action in relation to employees or workers employed

19 or engaged by the party seeking relief under this clause). If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Agreement by giving 21 days' written notice to the affected party.

21. ANTI-BRIBERY AND ANTI-FACILITATION OF TAX EVASION.

21.1 The Supplier shall comply with all applicable Law and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. The Supplier shall also have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including, but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with that act.

21.2 The Supplier shall not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017, or a foreign tax evasion facilitation offence under section 46(1) of that act. The Supplier shall, throughout the duration of the Agreement, adhere to any relevant anti-tax evasion and anti-corruption policies of the Authority, as made known to the Supplier (whether expressly or impliedly) by the Authority.

21.3 Any breach of a party's obligations under this clause 21 shall entitle the Authority to terminate the Agreement with immediate effect.

22. EXIT MANAGEMENT

22.1 The Supplier shall within 3 months of the Contract Start Date prepare for approval by the Authority a draft Exit Management Plan. The Authority may approve or reject the draft plan and may make reasonable recommendations or directions in relation to the draft Exit Management Plan. The parties shall co-operate and act in good faith to finalise the Exit Management Plan and thereafter the Supplier shall keep the Exit Management Plan under regular review.

22.2 In the event of expiry of termination of the Agreement, the provisions of Schedule 5 and the Exit Management Plan shall take effect.

23. CONSEQUENCES OF TERMINATION

23.1 On termination of the Agreement for any reason:

(a) the provisions of Schedule 5 and the Exit Management Plan shall become applicable and the parties shall each undertake their respective obligations under the Exit Management Plan; and

(b) the Supplier shall immediately deliver to the Authority all Deliverables whether or not then complete, and return all Authority Materials. If the Supplier fails to do so, then the Authority may enter the Supplier's premises

and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

23.2 Termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

23.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

24. OPTIONAL CLAUSES

The provisions set out in this clause 24 shall apply only where (and to the extent) indicated in the Contract Details and shall not apply in any other case.

24.1 Business Continuity. Where the Supplier has not provided a Business Continuity Plan for inclusion in this agreement, the Supplier hereby agrees to prepare a draft Business Continuity Plan for approval by the Authority within 3 months of the Contract Start Date. The Supplier shall adhere to any such Business Continuity Plan during the occurrence of a business continuity incident (as defined in the Business Continuity Plan). During such time, the service levels to be achieved by the Supplier in relation to the Services shall be those specified in the Business Continuity Plan or, where none are specified, the best service levels reasonably achievable in the circumstances.

24.2 Service Credits.

(a) Where any part of the Services or of the Agreement is subject to a KPI or an outcome specified in Schedule 2, the service credit regime detailed in Part 2 of Schedule 2 shall apply to any failure to meet the relevant Target KPI or target outcome detailed, entitling the Authority to deduct from any Charges due, such sum(s) as specified in relation to the relevant Target KPI or outcome or to demand payment of such sum(s) from the Supplier where there are no outstanding Charges.

(b) Any invoices issued by the Supplier pursuant to clause 9.2 shall take into account any service credits which have accrued pursuant to Schedule 2 in the period preceding the invoice.

24.3 Key personnel

(a) The parties shall appoint the Key Personnel specified in the Contract Details in relation to the performance of the Services, who shall be retained for such time as the person is required to perform the role which has been allocated to them.

21

(b) The Supplier shall not remove or replace any Key Personnel unless requested to do so by the Authority, the person is on long-term absence from work (whether by reason of sickness or otherwise) or resigns, the Authority consents to the removal, or the element of the Services in relation to which the person was retained has been completed to the Authority's satisfaction. The Supplier shall bear the costs of any removal or replacement of its Key Personnel.

(c) The Supplier shall ensure that their Key Personnel's roles shall not remain vacant (in terms of a permanent replacement) for longer than 28 days and the Authority shall be entitled to interview any replacement Key Personnel and object to their appointment within 2 Working Days of being notified of the intended replacement.

24.4 Safeguarding

(a) The parties acknowledge and agree that the provisions of the Safeguarding Vulnerable Groups Act 2006 apply to the Services (some or all of which are

Regulated Activities as defined in the Act) and that the Supplier is a 'regulated activity provider' as defined in that Act.

(b) The Supplier shall ensure that all staff engaged in the provision of the Services are subject to a valid enhanced disclosure check for Regulated Activity from the Disclosure and Barring Services (**DBS**) and shall monitor the level and validity of checks for each member of staff.

(c) The Supplier shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users and hereby warrants that at all times for the purposes of the Agreement it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006.

(d) The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.

24.5 TUPE. The provisions of Schedule 6 shall apply to any relevant transfer (as defined in TUPE).

24.6 Real Living Wage

(a) For the duration of the Term, the Supplier shall and shall procure that its subcontractors shall, in respect of all Supplier's Personnel, pay the Real Living Wage (with all increases in the Real Living Wage to be applied to Supplier's Personnel within 30 days of taking effect).

22

(b) The Supplier shall include in the Management Information a report on its minimum salary and wage rates, its adherence (or failure to adhere) to this clause 24.6 and any matters arising from the Real Living Wage as relevant to the Agreement.

(c) For the purposes of this clause 24.6, **Real Living Wage** shall refer to the "real living wage" for areas outside of London as defined by the Living Wage Foundation from time to time on its website, <https://www.livingwage.org.uk/>.

24.7 Zero Hours Contracts

(a) For the duration of the Term, the Supplier shall and shall procure that its subcontractors shall, in respect of all Supplier's Personnel, not employ or engage any person on a Zero Hours Contract without the prior written approval of the Authority to the use of Zero Hours Contracts in respect of the Services.

(b) For the purposes of clause 24.7(a), **Zero Hours Contract** shall refer to a contract under which a person (the **employee**) is engaged or employed by another person or organisation (the **employer**) to work for the employer, but under which the employee has no expectation of being given work and the employer is not obliged to provide any work. For the purposes of this clause 46, it is not material whether or not the Zero Hours Contract contains provision restricting the employee from taking up other employment or work.

(c) The Supplier shall include in the Management Information a report on its adherence to this clause 24.7.

24.8 Data processing. The provisions of Schedule 8 shall apply to any processing of Personal Data arising from the Agreement and shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

25. GENERAL

25.1 Assignment and other dealings.

(a) The Authority may at any time assign, mortgage, charge, subcontract,

delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

(b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the Authority.

(c) Where the Supplier subcontracts any part of the Agreement, it must include in the relevant subcontract(s) clauses substantially similar or the same as clauses 4.3 (Service requirements), 7 (Social responsibility), 21 (Anti-bribery and anti-facilitation of tax evasion) and, where applicable, clause 24.4 (Safeguarding), 24.6 (Real Living Wage) and 24.7 (Zero Hours Contracts), of the Agreement. In addition, such subcontracts shall include a term that the

Supplier must pay its subcontractor's invoices within 30 days of receipt of a valid invoice.

25.2 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Agreement, and for a period of two years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 25.2(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 25.2; and

(ii) as may be required by Law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

25.3 No partnership or agency. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25.4 Entire agreement. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.5 Variation. Except as set out in the Agreement, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

25.6 Waiver. A waiver of any right or remedy under the Agreement or by Law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the

Agreement or by Law shall prevent or restrict the further exercise of that or any other right or remedy.

25.7 Severance. If any provision or part-provision of the Agreement is or becomes invalid,

illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

25.8 Notices.

(a) Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address designated by the receiving party.

(b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next Working Day delivery service, at 11.00 am on the second Working Day after posting; if sent by email, 4 hours after transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8(b), **business hours** means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

25.9 Third party rights. Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

25.10 Governing law. The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

25.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Schedule 1 Specification



Transactional Services: Processing resource

Project Reference: DN788229

Appendix A - Specification



Contents

1	Overview / Background	27
2	Aims and Objectives	27
3	Scope of requirements	27
4	Data Protection	28
5	ICT	28
6	Mandatory Supplier Requirements	29
7	Mandatory Accessibility Requirements	29
8	Meetings	29
9	Management Information	30
10	Milestones / KPIs	30
11	Pricing	31
12	Invoicing & Payments	32

1. Overview / Background

Transactional Services at Liverpool City Council has responsibility for the administration of the following functions:

- Council tax and business rates
- Housing benefit and council tax support
- Local welfare provision
- Benefits maximisation
- Accounts receivable
- Corporate debt

The service has identified a significant number of Universal Credit (UC) transactions (circa 130,000) requiring processing within the Benefits Team of Transactional Services. These transactions have accumulated due to the volume of UC notifications received daily and require prompt action to ensure accurate and timely updates to customer accounts and benefits records.

2. Aims and Objectives

The aim of this exercise is to procure a resource that will process the outstanding UC transactions accurately and in accordance with statutory requirements and council procedures, thereby ensuring that claimants' benefit entitlements are updated correctly and without undue delay.

3. Scope of requirements

Liverpool City Council is inviting bids to provide a high-quality resource to process work items received from DWP relating to Universal Credit claims (UCDS).

The in-scope volume of UCDS work items is circa 130,000 and these transactions have accumulated due to the volume of UC notifications received daily and require prompt action to ensure accurate and timely updates to customer accounts and benefits records.

The successful bidder will be required to process the outstanding UC transactions using the council's NEC Revenues and Benefits core processing systems and the NEC Document Management system.

All processing must be completed accurately and in accordance with statutory requirements and council procedures, thereby ensuring that claimants' benefit entitlements are updated correctly and without undue delay.

Due to system processing and case dependencies, some non-UC notification transactions may require completing concurrently by the successful bidder, while others will require no action.

The tasks that will be required of the successful bidder will include:

- Reviewing UC notifications.
- Ensuring all documents are processed belonging to one case
- Updating claim records in NEC Revenues and Benefits core processing system.

- Updating diary entries
- Verifying supporting documentation in NEC Document Management.
- Owning the documents until full completion of the case.
- Applying changes in line with relevant legislation, guidance, and council policies.

The tasks that will be required of the successful bidder will not include:

- New UC transactions received after the contract commencement date are outside the defined backlog, unless processed concurrently as part of system efficiencies.
- Appeals or complex benefit reviews not related to UC transaction updates.

4. Data Protection

For data protection purposes the Council will be the data controller and the supplier will be the data processor.

The supplier shall at all times comply with all relevant data protection legislation and ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential

The supplier shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of any personal data and against accidental loss or destruction of, or damage to, personal data.

The supplier will remotely and securely access the Council's revenues and benefits systems and will not be required to hold data in any capacity. Following completion of the work the supplier will be required to provide a statement confirming that no Council or resident data is retained on its systems.

5. ICT

The Council currently uses Northgate Software solutions for its core processing system and its document management and workflow system.

Suppliers will be expected to provide evidence of working with these systems in previous contracts.

5.1 The supplier will also be required to comply with the Council's ICT Policies which include:

- Acceptable Use Policy of ICT Equipment and Facilities
- Computer and Network Management Security Guidance
- Email User Guidance
- Information Security Personnel Guidance
- Information Security Policy
- Internet User Guidance

- Remote Working Policy
- Security of Physical Assets User Guidance

These are published on the external Liverpool City Council website at the following location:

<https://liverpool.gov.uk/staff-extranet/policies-and-procedures/>

6. Mandatory Supplier Requirements

Suppliers must demonstrate in their tender response:

- A proven ability and track record of providing a high quality processing resource at other local authorities, to undertake similar tasks.
- Detailed understanding of the processes, information and systems that will be utilised to complete the processing of UCDS and related work items.
- Details about the roles, attributes and competency levels of dedicated key processing staff who will be involved in delivering this work. This should include qualifications and experience.
- Details of their values and behaviour and how they contribute to Liverpool City Council's priorities. Please see link below to Council Plan.

<https://liverpool.gov.uk/council/strategies-and-policies/council-plan/>

7. Mandatory Accessibility Requirements

The supplier shall ensure that all outputs which are intended to be shared with the general public must meet the appropriate accessibility guidelines. Any materials must meet the requirements of the Disability Discrimination Act 1995, Equality Act 2010 and the Public Sector Bodies (website and Mobile applications) Accessibility Regulations 2018.

8. Meetings

The successful supplier will be required to attend weekly meetings, via Microsoft Teams, with the Transactional Services management team and will report on key milestones and deliverables as determined by the overarching work plan agreed between both parties. A senior member of staff from the supplier's team will be expected to attend, and discussion points at the meeting will include, but not be limited to:

- Volume of work items completed

- Quality checks undertaken
- Ongoing, timely management of capable and appropriate resource on the contract
- Issues identified
- Ongoing performance against the Service Levels set out in the contract
- Timeliness, quality, and accuracy of reporting
- Management of Information
- Actual spend

9. Management Information

To support the meetings set out in Section 7, the supplier shall provide a weekly report detailing the following management information:

- Levels of reviews undertaken
- Quality checks undertaken and details of the number passed and failed
- Process and procedure issues identified
- Ongoing performance against the Service Levels set out in the contract

10. Milestones / KPIs

The following key milestones will apply and will be finalised with the successful supplier on contract award.

Milestone	Description	Completion Trigger	Start Date	End Date
Mobilisation	Where possible to mobilise resource to start within one week of contract award.	Full resource allocated and operational.	September 2025	January 2026

The following service levels will be applied through the contract and will be finalised with the successful supplier on contract award.

KPI Ref	Service Description	Service Level	Measurement of Service Level
01	Mobilisation of exercise within one week of contract award.	100% mobilised in first week.	Weekly
02	Ongoing, timely management of capable and appropriate resource on the contract.	100%	Two-weekly
03	Adherence to milestones for the processing of UCDS work items	100%	Monthly
04	Accuracy of items work items processed.	≥ 98%	Monthly

05	Provision of weekly report and attendance at progress meetings	100%	Monthly
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Service level failure will result in credits against future invoices as set out below.

The Authority may also request an action plan setting out how the supplier will achieve targets set for the following measurement period.

Service Failure	Service Provider's Performance	Service credits payable for each service failure
Amber 95 – 99%	A Service Level Failure will be deemed to have occurred and the Service Provider will be required to present an improvement plan to the Customer to improve performance.	0% off following months invoice or related milestone payment
Red 80- 94%	A Service Level Failure will be deemed to have occurred and the Service Provider will be required to present an improvement plan to the Customer to improve performance.	5% off following months invoice or related milestone payment
Black Less than 80%	A Critical Service Level Failure will be deemed to have occurred and the Service Provider will be required to present an improvement plan to the Customer to improve performance.	10% off following months invoice or related milestone payment

11.Pricing

Please note that, whilst not the only criteria, value for money is a key element of our evaluation criteria. The Authority would expect this work to cost in the region of £90,000.

The Council requires quotes based on the accurate processing of UCDS notifications and associated work items that will affect a claimant's entitlement.

- The price will be inclusive of all labour, management, equipment, and other associated costs. The payment profile, which will be discussed with the successful bidder, is likely to include:
- 30% on project commencement.
- 40% on achievement of 65% UC document completion.
- 30% on final completion and acceptance.

As part of the pricing submission, you will be required to provide a cost breakdown of your price detailing key milestones and the personnel assigned to the exercise.

12.Invoicing & Payments

The successful supplier must provide invoices in respect of all charges applicable under the contract when those charges are due. Billing invoices are to be issued monthly in arrears, based on the agreed contract rate. Service credits payable to the Council resultant of failed performance shall be deducted from the next invoice issued to the Council following the service credits being incurred.

Schedule 2 Performance regime

Part 1. Key performance indicators

1. THE KPIS

1.1 The KPIS which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.

Ref	KPI Description	Target	Method for Calculation	Frequency Measurement	Good	Approaching Target	Requires Improvement	Inadequate
KPI01	Mobilisation of exercise within one week of contract award.	100.00%	Actual resource allocated / Planned resource allocated x 100	Once	Greater than 99.00%	95.00 – 99.00%	80.00 – 94.99%	Less than 80.00%
KPI02	Ongoing, timely management of capable and appropriate resource on the contract.	100.00%	Actual resource allocation / Planned resource allocation x 100	Two-weekly	Greater than 99.00%	95.00 – 99.00%	80.00 – 94.99%	Less than 80.00%
KPI03	Adherence to milestones for the processing of UCDS work items	100.00%	Work items processed in adherence with milestones / Total work items processed x 100	Monthly	Greater than 99.00%	95.00 – 99.00%	80.00 – 94.99%	Less than 80.00%
KPI04	Accuracy of items work items processed.	≥98.00%	Work items processed accurately / Total work items processed x 100	Monthly	Greater than 99.00%	95.00 – 99.00%	80.00 – 94.99%	Less than 80.00%

Ref	KPI Description	Target	Method for Calculation	Frequency Measurement	Good	Approaching Target	Requires Improvement	Inadequate
KPI05	Provision of weekly report and attendance at progress meetings	100.00%	Weekly reports provided and meeting attended / Weeks in the reporting period x 100	Monthly	Greater than 99.00%	95.00 – 99.00%	80.00 – 94.99%	Less than 80.00%

1.2 The Supplier shall monitor its performance against each Target KPI (as detailed above) and shall send the Authority a report detailing the achieved KPIs in accordance with clause.

1.3 KPI Failure

- (a) Where the Supplier has failed or is, in the Authority's reasonable opinion, likely to fail to meet a Target KPI, the Authority may serve a notice on the Supplier (**KPI Remediation Notice**) requiring the Supplier to prepare a plan (**KPI Remediation Plan**) detailing how the Supplier will remedy the KPI failure (or anticipated KPI failure) and how the Supplier will secure future adherence to the Target KPI(s).
- (b) The Authority may make recommendations about the contents of the plan and the Supplier shall then consider those recommendation and, where required, reissue the draft KPI Remediation Plan incorporating those recommendations.
- (c) Once the KPI Remediation Plan has been agreed between the parties, the Supplier shall carry out the KPI Remediation Plan in full and shall report to the Authority on its progress when required by the Authority and at any contract management meetings held, pursuant to clause 14, during the operation of the KPI Remediation Plan.

Part 2. Service credits

2. Calculation of service credits

2.1 Service Credits shall accrue for any Service Failure and shall be calculated in accordance with this Schedule. Where no information is set out in the table below, no Service Credits shall apply to the Agreement.

- 2.2 If the level of performance of the Supplier during a measurement period achieves the Target KPI, no service points shall accrue to the Supplier in respect of that KPI.
- 2.3 If there is a Service Failure in the relevant measurement period the number of service points that shall accrue to the Supplier in respect of a Service Failure shall be the applicable number as set out in the table below depending on whether the Service Failure is a Minor Failure, a Serious Failure or a Severe Failure. Service credits shall be calculated in accordance with the following formula:

Service Failure	Service Provider's Performance	Service credits payable for each service failure
Amber 95 – 99%	A Service Level Failure will be deemed to have occurred and the Service Provider will be required to present an improvement plan to the Customer to improve performance.	0% off following months invoice or related milestone payment
Red 80- 94.99%	A Service Level Failure will be deemed to have occurred and the Service Provider will be required to present an improvement plan to the Customer to improve performance.	5% off following months invoice or related milestone payment
Black Less than 80%	A Critical Service Level Failure will be deemed to have occurred and the Service Provider will be required to present an improvement plan to the Customer to improve performance.	10% off following months invoice or related milestone payment

Part 3. Consistent failure

In the Agreement, **consistent failure** shall mean:

- (a) a failure to meet:
 - (i) 6 or more Service Failures (Amber) in a rolling 3 month period; or
 - (ii) 3 or more Service Failures (Red) in a rolling 2 month period; or
 - (iii) 2 or more Service Failures (Black) in a rolling 2 month period
- (b) a failure to:
 - (i) prepare a KPI Remediation Plan when required to do so by the Authority, or within the timescale set out in a KPI Remediation Notice; or
 - (ii) adhere to a KPI Remediation Plan on at least 2 occasions.
- (c) the Supplier being liable to pay £2,500 to the Authority in Service Credits in respect of two consecutive months.
- (d) the Supplier repeatedly breaching any of the terms 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 of the Agreement.

Schedule 3 Supplier's Tender/Quotation

The following documents shall comprise the Supplier's Tender:



Appendix B Bidder



Appendix E -



Appendix C

Response Document- Sub-Contractors Data Declaration and Tender

Schedule 4 Charges

The Charges payable under the Agreement shall be those contained in the following document(s):



Appendix D Pricing
Schedule - Civica UK I

Schedule 5 Exit

This Schedule sets out the minimum requirements and principles to be applied in relation to the preparation and review of the Exit Management Plan. Where an Exit Management Plan has not been prepared, the provisions of this Schedule shall be construed, for the purposes of the Agreement, as the final Exit Management Plan.

1. INTERPRETATION

In addition to the definitions set out in clause 1, the following shall apply in respect of this Schedule:

Assistance Period: the period of 6 months from the date of termination or expiry or such longer time period as the parties may agree.

Authority Data: all Personal Data and other information belonging or originating with the Authority or any of its subsidiaries and only held or processed by the Supplier (or any of its subcontractors) for or on behalf of the Authority in relation to the Services or the Agreement.

Emergency Exit: shall refer to termination of the Agreement pursuant to clause 18 (Termination by the Authority), clause 19 (Termination by the Supplier), clause 20 (Force majeure) or clause 21 (Anti-bribery and anti-facilitation of tax evasion).

Exit Manager: the person appointed by each party pursuant to paragraph 2.3 of this Schedule to have responsibility over the implementation of the Exit Management Plan and managing any termination of the Agreement.

Ordinary Exit: shall refer to the termination of the Agreement by expiry of the Term.

Service Assets: the assets which are used in the provision of the Services (including data held by the Supplier which is not held on behalf of the Authority), whether or not such assets are leased by, owned or licensed to or in the possession or control of the Supplier or its subcontractors or the Authority.

2. PRINCIPLES

2.1 The principles to be applied and considered in respect of the drafting, review and carrying out of the Exit Management Plan shall be:-

- (a) Minimising any disruption to the continued operation of the Services;
- (b) Any transition of the Services from the Supplier to the Authority or a Replacement Supplier must be smooth, orderly and efficient;
- (c) There shall be minimal impact on service users (where the Services are supplied to third parties or individuals on behalf of the Authority);
- (d) The parties shall co-operate and act in good faith throughout any termination of the Agreement.

- 2.2 The Supplier is required to ensure the orderly transition of the Services from the Supplier to the Authority and/or any Replacement Supplier in the event of termination (including partial termination) or expiry of the Agreement. This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the Exit Management Plan. For the avoidance of doubt, the Supplier shall be responsible for the overall management of the exit and service transfer arrangements.
- 2.3 Each party will appoint an Exit Manager who has the requisite authority to arrange and procure any resources as are reasonably necessary to enable the party to comply with the requirements set out in this Schedule and the Exit Management Plan and each party will provide written notification of such appointment to the other party:
- (a) In the case of expiry of the Agreement, no less than 3 months prior to the expiry date; or
 - (b) In the case of early termination of the Agreement in accordance with its terms, within 7 days of the date of termination or expiry.
- 2.4 The Supplier's Exit Manager will be responsible for ensuring that the Supplier and the Supplier's Personnel, its agents and subcontractors comply with this Schedule and the Exit Management Plan.

3. OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

- 3.1 Subject to paragraph 3.2 of this Schedule, on reasonable notice, the Supplier shall provide to the Authority and/or (subject to the potential Replacement Supplier entering into reasonable written confidentiality undertakings) to its potential Replacement Supplier, the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Supplier undertaking due diligence:
- (a) details of the Services and services provided as part of it;
 - (b) details of the Service Assets (including make, model and asset number) and details of their condition and physical location;
 - (c) details of and information relating to the use of the Service Assets (including technical specifications);
 - (d) an inventory of the Authority Data in the Supplier's possession or control;
 - (e) all information relating to potential transferring employees required to be provided by the Supplier under Schedule 6.
- 3.2 The Supplier shall not be required to comply with the provisions of paragraph 3.1 before service of a notice to terminate the Agreement or in the period which is more than six months before the expiry of the Term.

4. MINIMUM REQUIREMENTS

4.1 The Exit Management Plan will contain, as a minimum:

- (a) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its subcontractors to provide the Services;
- (b) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit; and
- (c) a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit.

4.2 In addition, the Exit Management Plan shall:

- (a) document how the Services will transfer to the Authority and/or the Replacement Supplier, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its subcontractors (where applicable);
- (b) document how it will deal with the removal of the Service Assets and, where required by the Authority reinstatement of any Authority Premises on cessation of the Services;
- (c) specify the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in paragraph 6.1 below as are applicable) and detail how such services would be provided (if required), during the Assistance Period;
- (d) set out procedures to deal with requests made by the Authority and/or Replacement Supplier for staffing information pursuant to Schedule 6 (TUPE);
- (e) address each of the issues set out in this schedule to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Assistance Period;
- (f) provide a timetable and identify critical issues for providing the Termination Services; and
- (g) set out the management structure to be put in place and employed during the Assistance Period.

5. ASSISTANCE PERIOD

- 5.1 During the Assistance Period or such shorter period as the Authority may require, the Supplier will continue to provide the Services (unless the Authority determines it does not require the Supplier to do so) and will, at the request of the Authority pursuant to paragraph 5.5, provide the Termination Services.
- 5.2 During the Assistance Period, the Supplier will, in addition to providing the Services and providing the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the termination or expiry of the Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or any Replacement Supplier.
- 5.3 The continued performance of the Services during the Assistance Period and provision of any Termination Services shall continue to adhere to the provisions of Schedule 2 (insofar as these remain relevant).
- 5.4 The parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain parts of the Services are handed over before others.
- 5.5 The Authority shall be entitled to require the provision of Termination Services by notifying the Supplier in writing as soon as reasonably practicable. The notice requiring Termination Services shall specify the:
- (a) date from which Termination Services are required;
 - (b) the nature of the Termination Services required; and
 - (c) the period during which it is anticipated that Termination Services will be required which shall continue no longer than 24 months after the date that the Supplier ceases to perform the Services.

6. TERMINATION SERVICES - MEANING

- 6.1 The **Termination Services** to be provided by the Supplier (either directly or through any subcontractors) shall include, without limitation, such of the following services as the Authority may specify:
- (a) notifying the subcontractors (if any) of procedures to be followed during the Assistance Period and providing management to ensure these procedures are followed;
 - (b) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or Replacement Supplier after the end of the Assistance Period;
 - (c) providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Termination Services;

- (d) with respect to work in progress as at the end of the Assistance Period, documenting the current status and stabilising for continuity during transition;
- (e) providing the Authority with any problem logs which have not previously been provided to the Authority;
- (f) providing assistance and expertise as necessary to examine all governance and reports in place for the performance of the Services and re-writing and implementing these during and for a period of 12 months after the Assistance Period;
- (g) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the performance of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Assistance Period;
- (h) reviewing all software packages and data-sets used in connection with the Services and providing details of these to the Authority and/or Replacement Supplier;
- (i) making available to the Authority and/or Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry. A documented plan is to be separately provided for this activity and agreed with the Authority at the time of termination or expiry;
- (j) the provision of an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;
- (k) answering all reasonable questions from the Authority and/or Replacement Supplier regarding the Services;
- (l) agreeing with the Authority and/or Replacement Supplier a plan for the migration of the Authority Data and all other information required for the performance of the Services to the Authority and/or Replacement Supplier. The Supplier will fully co-operate in the execution of the agreed plan, providing skills and expertise of a reasonably acceptable standard;
- (m) the provision of access to the Authority and/or Replacement Supplier during the Assistance Period and for a period not exceeding six months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or Replacement Supplier:
 - (i) to information and documentation relating to the Services that is in the possession or control of the Supplier or its subcontractors (and the Supplier agrees and shall procure that its subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - (ii) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier's Personnel who have been involved

in the provision or management of the Services and who are still employed or engaged by the Supplier or its subcontractors.

7. KNOWLEDGE TRANSFER

7.1 During the Assistance Period, the Supplier will:

- (a) transfer all training material and provide appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the performance of the Services;
- (b) provide for transfer to the Authority and/or Replacement Supplier of all knowledge reasonably required for the performance of the Services which may, as appropriate, include information, records and documents; and
- (c) provide the Authority and/or Replacement Supplier with access to such members of the Supplier's Personnel or its subcontractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub Contractors.

7.2 To facilitate the transfer of knowledge from the Supplier to the Authority and/or Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to perform the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or Replacement Supplier.

7.3 The information which the Supplier shall provide to the Authority and/or Replacement Supplier pursuant to paragraph 7.1 above will include:

- (a) copies of up-to-date procedures and operations manuals;
- (b) product information;
- (c) agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or Replacement Supplier;
- (d) key support contact details for third party suppliers' personnel under contracts which are to be assigned or novated to the Authority and/or Replacement Supplier pursuant to this Schedule;
- (e) information regarding any unresolved faults in progress or disputes at the commencement of the Assistance Period as well as those expected to be in progress at the end of the Assistance Period; and
- (f) details of physical and logical security processes and tools which will be available to the Authority and/or Replacement Supplier,

During the Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Authority and/or Replacement Supplier access, during business hours and upon reasonable prior written notice, to any of the Supplier's

premises and/or sites for the purpose of effecting a prompt knowledge transfer provided that any such agent or personnel (including employees, consultants and suppliers) having access to any such premises and/or sites under this paragraph shall sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require).

Schedule 6 TUPE – NOT APPLICABLE

1. INTERPRETATION

For the purposes of this Schedule 6, in addition to the definitions at clause 1 of the Agreement, the following definitions apply:

Administering Authority: the relevant authority responsible for managing and administering the LGPS within the meaning of the LGPS Regulations.

Admission Agreement: the agreement to be entered into in accordance with regulation 3 of the LGPS Regulations by the Administering Authority, the Authority and the Supplier or subcontractor, as appropriate in the Administering Authority's standard form.

Appropriate Pension Provision: in respect of Eligible Employees, either:

- (a) membership, continued membership or continued eligibility for membership of their Legacy Scheme; or
- (b) membership or eligibility for membership of a pension scheme, which is certified by the Government Actuary's Department (**GAD**) as being broadly comparable to the terms of their Legacy Scheme.

Bond: the bond to be executed in the Admission Authority's standard form (for a value to be agreed) under paragraph 5.4.

Eligible Employees: the Transferring Former Supplier Employees who are active members of (or are eligible to join) the LGPS on the date of a Relevant Transfer including the Service Transfer Date.

Former Supplier: the supplier supplying services to the Authority before the Service Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor).

Legacy Scheme: the pension scheme of which the Eligible Employees are members, or are eligible for membership of, or are in a waiting period to become a member of, prior to the Relevant Transfer.

LGPS: the Local Government Pension Scheme.

LGPS Regulations: the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) as amended or replaced from time to time.

New Supplier: another party chosen by the Authority to take over the provision of all or part of the Services.

Returning Employees: those persons listed in a Schedule to be agreed by the parties prior to the Subsequent Transfer Date who it is agreed were employed by the Supplier wholly and/or mainly in the Services immediately before the Subsequent Transfer Date.

Service Transfer Date: means the date on which provision of the Services by the Supplier commences, or such alternative date (for the purposes of transfer of employees) as may be agreed between the Supplier and the Former Supplier.

Subsequent Transfer Date: means the date or dates on which there is a transfer of responsibility for the provision of the Services or part of the Services between the Supplier and the Authority and/or a New Supplier (as the case may be).

Transferring Former Supplier Employees: those employees of the Former Supplier and/or that supplier's subcontractors to whom TUPE will apply on the Service Transfer Date.

2. TRANSFER OF EMPLOYEES FROM CURRENT SERVICE PROVIDER

- 2.1. This paragraph 2 shall apply where the Services, or services which are substantially the same as the Services, are being provided by the Authority or another supplier on behalf of the Authority, immediately prior (or within a reasonable period prior) to the Contract Start Date.
- 2.2. The Supplier shall ensure that prior to the Service Transfer Date, it has established whether the provisions of TUPE will apply to the provision of the Services and if that is the case, the Supplier shall take such steps as are necessary under TUPE to facilitate the transfer of any Transferring Former Supplier Employees.
- 2.3. The Supplier shall comply with all requirements of TUPE in respect of the transfer of the Transferring Former Supplier Employees and shall use its best endeavours to ensure minimal disruption in service provision. In complying with this paragraph, the Supplier must ensure that it undertakes all relevant consultation and communication with the Former Supplier in order to ensure that any and all transfers of employees under TUPE are undertaken in accordance with TUPE.

3. POST-TERMINATION OF CONTRACT

- 3.1. The parties acknowledge and agree that where all or part of the Services cease to be provided by the Supplier for any reason and where all or part of the Services continue to be provided by the Authority and/or a New Supplier, there may be a Relevant Transfer of the Returning Employees to the Authority and/or the New Supplier for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to the Authority and/or the New Supplier in accordance with TUPE with effect from the Subsequent Transfer Date.
- 3.2. Save where the parties reasonably believe that there will be no Relevant Transfer for the purposes of TUPE, the parties shall co-operate in agreeing a list of Returning Employees prior to the

Subsequent Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to the Authority and/or the New Supplier.

- 3.3. The Supplier shall not later than six months prior to the expiry of the Agreement (or, if earlier, within 28 days of notice being given of termination of the Agreement) to the extent lawfully permitted provide the Authority with the following details:
 - 3.3.1. a list of those personnel engaged in the Services (**Potential Returning Employees**);
 - 3.3.2. job title, age, length of continuous services, current remuneration, benefits, and notice periods of the Potential Returning Employees;
 - 3.3.3. terms and conditions of employment of the Potential Returning Employees, including any particulars that the Supplier is obliged to give under section 1 of the Employment Rights Act 1996;
 - 3.3.4. any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;
 - 3.3.5. any claims, current or which the Supplier has reasonable grounds to believe will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;
 - 3.3.6. all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees;
 - 3.3.7. information on any collective agreements which will have effect in relation to the Potential Returning Employees after the Subsequent Transfer Date pursuant to TUPE.
- 3.4. The Supplier shall provide updates of the details listed above at regular intervals to be specified by the Authority.
- 3.5. The Supplier shall indemnify the Authority (both for itself and a New Supplier) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Authority and/or a New Supplier in connection with or as a result of:
 - 3.5.1. any claim or demand by any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Supplier on or before the Subsequent Transfer Date;
 - 3.5.2. any failure by the Supplier to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of the Authority and/or New Supplier to comply with its or their duties under regulation 13 of TUPE;
 - 3.5.3. a claim by any person who transfers or alleges that they have transferred to the Authority or the New Supplier but whose name is not included in the list of Returning Employees.

4. PENSIONS

- 4.1. The Supplier shall, or shall procure that any relevant subcontractor shall, ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Service Transfer Date.
- 4.2. The provisions of paragraph 4, paragraph 5 and paragraph 6 shall be directly enforceable by an affected employee against the Supplier or any relevant subcontractor and the parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Supplier or subcontractor under those paragraphs in his own right under section 1(1) of the Contracts Rights of Third Parties Act 1999.

5. ADMITTED BODY STATUS TO THE LOCAL GOVERNMENT PENSION SCHEME

- 5.1. Where the Supplier or subcontractor wishes to offer the Eligible Employees membership of the LGPS, the Supplier shall or shall procure that it and/or each relevant subcontractor shall enter into an Admission Agreement to have effect from and including the Service Transfer Date or, if the Relevant Transfer occurs after the Service Transfer Date, from and including the date of that Relevant Transfer.
- 5.2. For the purposes of calculating the employer's contribution rate, any termination payment, and any other sums due to the Administering Authority under the Admission Agreement, the Authority shall ensure that the Eligible Employees' past service benefits accrued prior to the Service Transfer Date are fully funded as at the Service Transfer Date, as determined by the Fund's actuary.
- 5.3. The Supplier shall indemnify and keep indemnified the Authority and/or any Replacement Supplier and, in each case, their subcontractors, from and against all direct losses suffered or incurred by it or them, which arise from any breach by the Supplier or subcontractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of the Agreement.
- 5.4. The Supplier shall and shall procure that it and any subcontractor shall prior to the Service Transfer Date or, if the Relevant Transfer occurs after the Service Transfer Date, from and including the date of that Relevant Transfer, obtain any indemnity or Bond required in accordance with the Admission Agreement.
- 5.5. The Supplier shall and shall procure that any relevant subcontractor shall award benefits (where permitted) to the Eligible Employees under the LGPS Regulations in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Authority. The Supplier shall be responsible for meeting all costs associated with the award of such benefits.

6. SUPPLIER PENSION SCHEME

- 6.1. Where the Supplier or subcontractor does not wish to or is otherwise prevented from offering the Eligible Employees membership or continued membership of the LGPS, the Supplier shall or shall procure that any relevant subcontractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Service Transfer Date or, if the Relevant Transfer occurs after the Service Transfer Date, from and including the date of that Relevant Transfer. Such an occupational pension scheme must be:
- 6.1.1. established no later than one month prior to the date of the Relevant Transfer; and
 - 6.1.2. certified by the GAD as providing benefits that are broadly comparable to those provided by the Legacy Scheme,
- and the Supplier shall produce evidence of compliance with this paragraph 6 to the Authority prior to the date of the Relevant Transfer.
- 6.2. The Authority's actuary shall determine the terms for bulk transfers from the LGPS to the Supplier's scheme following the Service Transfer Date and any subsequent bulk transfers on termination or expiry of the Agreement.
- 6.3. The Supplier shall and shall procure that each relevant subcontractor shall:
- 6.3.1. maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Supplier or any subcontractor in the provision of the Services on the expiry or termination of the Agreement (including without limitation identification of the Eligible Employees);
 - 6.3.2. promptly provide to the Authority such documents and information mentioned in paragraph 6.3.1 which the Authority may reasonably request in advance of the expiry or termination of the Agreement; and
 - 6.3.3. fully cooperate (and procure that the trustees of the Supplier's scheme shall fully cooperate) with the reasonable requests of the Authority relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Supplier or any subcontractor in the provision of the Services on expiry or termination of the Agreement.

Schedule 7 Business continuity Not applicable

Schedule 8 Data processing

1. Definitions

In addition to the definitions contained in clause 1, the following definitions shall apply in this Schedule 8:

Controller: as defined in the Data Protection Legislation.

Data Subject: as defined in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

2. Data processing

- 2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this paragraph 2, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other Law that applies in the UK.
- 2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The Contract Details set out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 2.3 Without prejudice to the generality of paragraph 2.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 2.4 Without prejudice to the generality of paragraph 2.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (a) process that Personal Data only on the documented written instructions of the Authority which are set out in the Contract Details, unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Authority of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Supplier;
 - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result

from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);

- (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (d) notify the Authority immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Authority without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
- (g) at the written direction of the Authority, delete or return Personal Data and copies thereof to the Supplier on termination or expiry of the agreement unless required by the Applicable Laws to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 2 and allow for audits by the Authority or the Authority's designated

auditor pursuant to clause 13 and immediately inform the Supplier if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

- 2.5 The Supplier shall indemnify the Authority against any losses, damages, cost or expenses incurred by the Authority arising from, or in connection with, any breach of the Supplier's obligations under this paragraph 2.
- 2.6 Where the Supplier intends to engage a subcontractor pursuant to clause 25.1(b) and intends for that subcontractor to process any Personal Data relating to this agreement, it shall:
- (a) notify the Authority in writing of the intended processing by the subcontractor;
 - (b) obtain prior written consent from the Authority to the processing;
 - (c) enter into a written agreement incorporating terms which are substantially similar to those set out in this paragraph 2.
- 2.7 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this Schedule 8 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 replaced by attachment to this agreement).



Envelope Data

Subject:	DN788229:Transactional Services: Processing resource		
Documents:	Appendix G - Contract Details.docx,Appendix G.1 T&Cs Services UPDATED (main body).pdf,Appendix G.2 T&Cs Services (Schedules) (2).pdf		
Document Hash:	2Ohq/X/ohHkL9GB9mHzZx2m1QTc7r87RdhpK7Wlp/3l=		
Envelope ID:	ENV75345094-1706-DABB-5579-BAFA		
Sender:	Kevin Fletcher		
Sent:	09/10/2025 10:50 AM GDT		
Status:	Completed		
Status Date:	09/10/2025 13:39 PM GDT		
Access Authentication:	None		
Email Access Code:	Not Enabled		
Email Verification:	Not Enabled		

Recipients / Roles

Name / Role	Email	Type
Kevin Fletcher	kevin.fletcher@liverpool.gov.uk	Sender
Paul Mason	paul.mason@civica.com	Signer
Greg Nixon	Greg.Nixon2@liverpool.gov.uk	Signer
Kevin Fletcher	kevin.fletcher@liverpool.gov.uk	Cc - Unsigned and Signed


Document Events

Name / Roles	Email	IP Address	Date	Event
Kevin Fletcher	kevin.fletcher@liverpool.gov.uk	10.8.27.52	09/10/2025 10:50 AM GDT	Created
Paul Mason	paul.mason@civica.com	213.143.143.68	09/10/2025 11:53 AM GDT	Signed
Greg Nixon	Greg.Nixon2@liverpool.gov.uk	10.8.27.52	09/10/2025 13:39 PM GDT	Signed
			09/10/2025 13:39 PM GDT	Status - Completed

Carbon Copy Events

Name / Roles	Email	Sent
Kevin Fletcher	kevin.fletcher@liverpool.gov.uk	09/10/2025 13:39 PM GDT

Signer Signatures

Signer Name / Roles	Signature	Initials
Paul Mason		
Greg Nixon		