

# Terms and conditions (Supplier Terms)

NEC Single Person Discount Review Service

## Structure of these Supplier Terms

At the end of these Supplier Terms is a Glossary. Any capitalised terms within these Supplier Terms which are not defined in the Glossary shall have the meaning set out elsewhere in this Agreement.

## General Provisions

- The Buyer permits the Supplier to receive the data and any other materials resulting from the Experian Data Matching Service ("Experian Data") directly from Experian on its behalf in order to perform the Services.
- It is acknowledged and agreed that the Supplier's individual staff involved in providing the Services shall not be required to sign any Buyer provided IT remote access, usage or email policy documents.
- The Buyer acknowledges that the Supplier, Experian and/or their respective licensors own Intellectual Property Rights in any specifications, data, databases, documentation and other materials provided to the Buyer as part of the Services (including the Experian Data Matching Service). Except as expressly stated herein, this Agreement does not grant the Buyer any rights to, or in, the Intellectual Property Rights in respect of the above materials.
- The Supplier grants the Buyer a non-transferable, non-exclusive right during the term of this Agreement to use the materials supplied by the Supplier under the Services for the sole purpose of administrating the Council Tax Single Person Discount Verification audit contemplated by this Agreement.
- The Buyer's rights to use the materials supplied in respect of the Experian Data Matching Service are governed by the Buyer's End User Agreement with Experian (as set out below).
- All Intellectual Property Rights in the Buyer Data and any other materials provided to the Supplier by the Buyer in order for the Supplier to provide the Services will remain vested in the Buyer. The Buyer grants the Supplier a perpetual, royalty free, non-exclusive licence to use (and copy) the Buyer Data in order to perform this Agreement and to comply with any requests made to the Supplier under statute.
- The Supplier may suspend the Services or terminate this Agreement in the event that the Experian Data Matching Service becomes unavailable for any reason. The Supplier shall endeavour to give the Buyer as much notice as is practicable in such circumstances.
- If this Agreement contains the Buyer's service description, requirements or specification ("Specification") and if any provision of that Specification conflicts with these Supplier Terms, then regardless of any other provision in this Agreement, these Supplier will take precedence.
- Regardless of any other provision in this Agreement, except to the extent not permitted by law:
  - ➔ The Buyer assumes sole responsibility for results obtained from its use of the Deliverables and for any conclusions drawn from such use; and
  - ➔ The Supplier shall have no liability for any damage caused by errors or omissions in any information, data, instructions or scripts provided to the Supplier by the

Buyer in connection with this Agreement, or any actions taken by the Supplier at the Buyer's direction.

- Except where the Supplier has specifically agreed to provide such services, the Buyer will promptly:
  - ➔ Supply the Supplier with any information and assistance reasonably necessary for the Supplier to perform its obligations under this Agreement; and
  - ➔ Provide the Supplier's personnel with full free and safe access to its site when required, to enable the Supplier to perform its obligations under this Agreement.
- The Buyer warrants, represents and undertakes to the Supplier that there will be no relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("**TUPE**") of employees from the Buyer (or any supplier, contractor or other service provider to the Buyer) to the Supplier. Regardless of any other provision of this Agreement, the Buyer agrees to indemnify the Supplier against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Supplier in connection with or as a result of:
  - ➔ A claim by any person who transfers or alleges that they have transferred to the Supplier as a result of entering into this Agreement; and/or
  - ➔ Any failure by the Buyer to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE.

## Buyer's Obligations

The Buyer shall comply with the terms of this Agreement and in particular shall:

- Enter into the End User Agreement with Experian (as set out below) to receive the Experian Data Matching Service which is required in order for the Supplier to provide the Services;
- Where necessary, within five Working Days' of the Supplier' request:
  - ➔ Establish a remote connection to the Buyer's Revenues and Benefits System in accordance with the current the Supplier Remote Support Connection document; and
  - ➔ Provide the Supplier with user IDs (the number of which is stated in the Particulars) to the Buyer's Revenues and Benefits System;
- Provide the required data relating to the Council Tax Single Persons Discount ("Buyer Data") to the Supplier in a timely manner for onward transmission to Experian and provide the Supplier/Experian with any information or assistance in order for Experian to perform the Experian Data Matching Service and shall ensure that any such information is complete, accurate and in any agreed format;
- Comply with and not infringe the provisions of Data Protection Legislation and any other legislation relating to the holding of Personal Data, the right to privacy or any other applicable legislation that may affect the Supplier's ability to provide the Services.

## The Supplier SPD Verification Service

### Preparation Phase:

- The Buyer will provide the Supplier with the user ID's to the Buyer's Revenues and Benefits System within 5 Working Days of the Supplier's request for the same.
- Confirmation of any press release the Buyer wishes to publish.
- Confirmation of the timing of each Phase.
- Confirmation of key Buyer contacts.
- Agreement of telephony script to be utilised throughout the SPD review and operational hours.
- Confirmation of dedicated Hotline number to be applied to all canvass documentation.
- Online Reports Portal set up.
- Agreement of all template canvass documentation to be issued to households by the Supplier as part of the SPD review.
- Confirmation of named off-site the Supplier team including: Account Manager, Operations Manager, Service Leader, Assessment Team and Contact Centre.

### Review Phase:

- The Supplier transfer of Buyer Data received pursuant to the provision of this Service, to Experian for Data Matching.
- Set up of connectivity to:
  - Buyer's Document Management System (if applicable);
  - Buyer's back office systems; and
  - the Supplier's dedicated telephone helpline.
- Set up of the Supplier's work tray in Buyer's Document Management System by the Buyer (if applicable).
- Data returned by Experian to the Supplier.

### Data Matching:

- Matched households updated and removed from process by the Supplier.
- Issue of weekly Active Validation Review Reports to the Buyer via the dedicated the Supplier Service Leader.

### Canvass Phase:

The Supplier shall generate the canvass documentation for printing and dispatch to non-matched households.

- Canvass documentation and reply envelopes posted by the Supplier to households with non-matched cases.
- The Supplier's dedicated Hotline LIVE and operated throughout the entire SPD review on every Working Day; at all other times an agreed answering machine message will be applied

**Returned Canvass Documentation:**

- Completed canvass documentation returned by households to the Supplier
- The Buyer shall scan/index any completed canvass documentation which is received by the Buyer into the Supplier's work tray within 2 Working Days of receipt; where there is no Buyer Document Management System, the Buyer shall scan and send via secure or encrypted email, the documentation to the Supplier within 2 Working Days of receipt.

**Data Validation:**

- Validation and update of returned canvass documentation by the Supplier using Experian's Data Matching Service results.

**Follow up action on non-returned canvass documentation:**

- The Supplier to generate the reminder documentation for printing and dispatch.
- The Supplier to post the reminder documentation.

**Follow up action post reminder:**

- Completed canvass documentation returned to the Supplier.
- The Buyer shall scan/index any completed canvass documentation which is received by the Buyer into the Supplier's work tray within 2 Working Days of receipt; where there is no Buyer Document Management System, the Buyer shall scan and send via secure or encrypted email, the documentation to the Supplier within 2 Working Days of receipt.
- Validation and update of returned canvass documentation by the Supplier using Experian's Data Matching Service results.

**Pre-Cancellation Action:**

- Pre-list detailing cases to be cancelled will be issued by the Supplier to the Buyer (this is used for non-returned canvass forms only)
- The Buyer shall confirm cancellations to the Supplier within 5 Working Days.

**SPD Cancellation:**

- The Supplier will cancel citizens' SPD discounts in cases of non-responses and non-validated cases, updating the citizen's Council Tax account on the Buyer's Revenues and Benefits System with details of the relevant action taken. In cases where the Buyer does not want the Supplier to cancel the SPD discount, no amendments will be made to the citizen's Council Tax account.

**Charges:**

- The Supplier will invoice the Buyer the Cancellation Fee itemised in the Particulars for:
  - ➔ Each SPD discount cancelled; and
  - ➔ Each case recommended for SPD discount cancellation (where the Buyer cannot provide sufficient evidence as to why the discount should not be cancelled).

- The Buyer must promptly notify the Supplier within 5 Working Days of any cases where SPD entitlement is re-instated within one month of cancellation (the award of SPD must be continuous and there must be no change of circumstances). In these cases, the Supplier will not levy the Cancellation Fee. The Supplier reserves the right to request the evidence of entitlement where the Buyer reinstates the SPD.
- The following scenarios shall be construed as SPD cancellations and accordingly the Supplier shall be entitled to levy the Cancellation Fee:
  - ➔ If the Supplier identifies citizens claiming SPD who are not entitled to SPD (regardless of whether such citizen is in receipt of Council Tax Reduction/Support and/or Housing Benefit or the Buyer decides not to pursue the cancellation for whatever reason, including but not limited to vulnerability); or
  - ➔ A citizen fails to respond to a canvass documentation or reminder documentation.

**In cases where:**

- ➔ A citizen in receipt of Council Tax Reduction/Support and/or Housing Benefit fails to respond to the canvass documentation and reminder documentation; and
- ➔ The Buyer does not wish the Supplier to update the citizen's Council Tax account on the Buyer's Revenues and Benefits System, the Supplier shall inform the Buyer, providing all supporting data, and shall be entitled to levy 50% of the Cancellation Fee.

## Experian Data Matching Service

Experian provides the Data Matching Service ("DMS") solution to assist with the management and audit of Council Tax Single Person Discount claims by providing a picture of the residency make-up of an address at a specified point in time, highlighting addresses at which there may be a fraudulent claim. It does this by indicating the occupancy status of the dwelling. In cases where the local authority suspects fraud, the DMS will then provide details of the occupancy make-up.

DMS works by creating a picture of residency at an address using Experian's data sources.

DMS provides occupancy details at the supplied address using the current date. However, where a local authority wishes to assess claims retrospectively, it can infer occupancy at a specific date in the past, such as the billing date.

DMS score calculates a score for each resident at an address to indicate the strength and recency of the supporting residency source data. This prioritises claims and focuses efforts on those with the highest likelihood of being potentially fraudulent.

## Glossary

In addition to the terms defined elsewhere in this Agreement, in these Supplier the following terms shall (regardless of any other provision in this Agreement) have the meaning set out below:

“Agreement”	means the Call-Off Contract;
“Buyer Data”	shall have the meaning set out in these Supplier;
“Cancellation Fee”	as set out in the Particulars;
“Particulars”	means the Order Form;
“Supplier Remote Support Connection Document”	shall mean the Supplier standard document setting out the remote support connection overview and requirements of customers when establishing a support connection;
“Working Days”	means Monday to Friday inclusive, excluding bank holidays and public holidays in England.

# Experian Limited End User Agreement Relating To

## Experian Data Matching Services Within An Integrated Service

### Background

- A. The Buyer wishes to have data comprised within the Experian Data Services made available to it and/or used as part of the Supplier Service.
- B. Experian and the Buyer have agreed to this subject to the provisions of the attached "Experian Data Services End User Terms" (which shall form part of this Agreement).

### Contract Details

Name of Buyer: ..... ("the Buyer")

Principal address of the Buyer: .....

Experian data service: "Data Matching Service (DMS)" ("the Experian Data Service")

Name of integrated service provider: NEC Software Solutions UK Limited (company number 00968498) whose registered office is at 1st Floor, Imex Centre, 575-599 Maxted Road, Hemel Hempstead, Hertfordshire HP2 7DX ("the Supplier")

Name of the Supplier Service: Single Person Discount Verification service ("the Supplier Service")

The parties agree to be bound by the terms of this Agreement:

Signed on behalf of the Buyer: .....

Name: .....

Date: .....

Signed on behalf of Experian: .....

Name: .....

Date: .....



## 1 Definitions

1.1 The following words and phrases shall have the following meanings:-

- "Anti-Crime Purposes" means necessary for the purpose of prevention and detection of crime, the apprehension or prosecution of offenders, or the assessment or collection of any tax or duty or any imposition of a similar nature;
- "The Agreement" means the "End User Agreement relating to Experian Data Services Within an Integrated Service" between you and us;
- "Confidential Information" means the Experian Data and the provisions of the Agreement;
- "Experian Data" means any of the data forming part of the Experian Data Services;
- "Experian Data Charge" means the amount payable in respect of the Experian Data;
- "Legal Purposes" means where disclosure of personal data is necessary and required by or under any enactment, by any rule of law or by court order, or where disclosure is necessary for the purposes of, or in connection with any legal proceedings (including prospective legal proceedings) or for the purposes of obtaining legal advice or is otherwise necessary for the purposes of establishing, exercising or defending legal rights;
- "Necessary Purposes" means Anti-Crime Purposes and/or Legal Purposes as the case may be;
- "We" means Experian Limited (and "us" and "our" shall be construed accordingly);
- "You" means the Buyer as identified in the Agreement (and "your" shall be construed accordingly).

1.2 Terms defined in the Agreement will have the meanings ascribed to them in the Agreement.

## 2. Provision of Experian Data

- 2.1 We will provide Experian Data direct to the Supplier on your behalf for use as part of the Supplier Service.
- 2.2 You will not use any Experian Data for any purpose other than the receipt of the Supplier Service nor adapt, alter or modify the Experian Data.

## 3. Payment

- 3.1 Provided you pay the amount due to the Supplier for the Supplier Service including any applicable VAT, which will comprise a payment for our Experian Data Charge, we will not invoice you direct for the Experian Data Charge and will not take any action to recover the Experian Data Charge from you.

## 4. Liability

- 4.1 Your contract for the Supplier Services is between you and the Supplier. Subject to Clause 4.2 below, we shall not have any liability to you arising out of or in respect of your use of the Experian Data. Without prejudice to the generality of the foregoing, we shall not have any liability to you for any indirect or consequential loss.

- 4.2 Nothing in these Terms and Conditions shall limit or exclude our liability to you for death or personal injury caused by our negligence, or the negligence of our servants or agents.

## 5. Compliance

- 5.1 Each of us shall in connection with the provision or use of the Experian Data (as appropriate) comply with all legislation, regulations and other rules having equivalent force which are applicable to each of us, including the Data Protection Act 2018 ("DPA"), the General Data Protection Regulations ("GDPR"), and the Representation of the People Act 2000 and any regulations made thereunder (including the Representation of the People Regulations 2002) as amended from time to time ("ROPA Laws").
- 5.2 If you request us (including a request made via the Supplier) to provide and/or process the full electoral register for you, we shall do so subject to your entitlement to do so being permitted under the ROPA Laws.
- 5.3 If you provide a copy of your full electoral roll information for us to process on your behalf we shall hold and process such information as data processor on your behalf.
- 5.4 In order to ensure that requests for Experian Data are consistent with the provisions of the DPA and the GDPR, you will appoint a senior officer of suitable expertise and seniority ("the Senior Officer") who will have responsibility for authorising your search requests and ensuring that you comply with your obligations under these Terms and Conditions. You will ensure that the Senior Officer will immediately notify us and/or the Supplier of any breach of these Terms and Conditions by you or any irregular activity with regard to your searches.
- 5.5 You will permit only expressly authorised personnel to have access to the Experian Data.
- 5.6 If requested by us, you agree to provide written evidence to us evidencing the validity of your search requests and your compliance with the DPA and/or GDPR as the case may be in respect of each search.
- 5.7 Each party warrants that it shall implement appropriate technical and organisational measures to ensure a level of data security relating to the personal data (as defined in the GDPR) of the other party appropriate to the risk presented by the processing (as defined in the GDPR).

## 6. Confidentiality

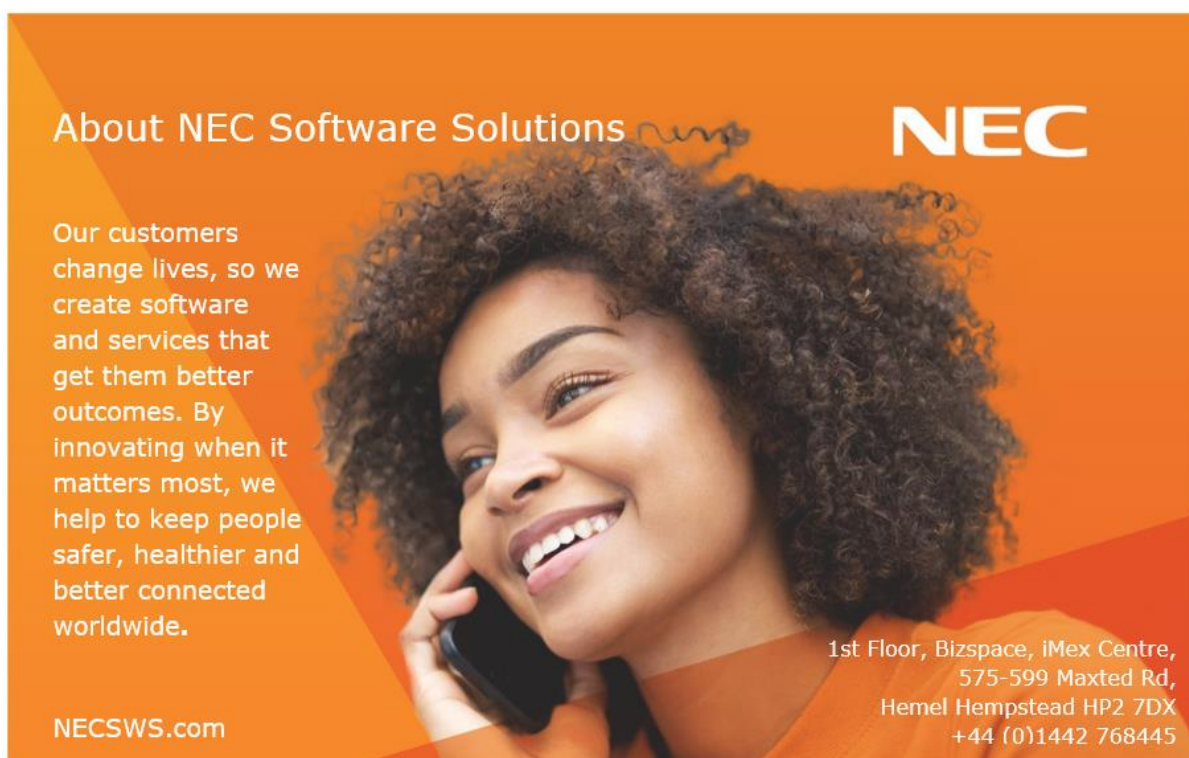
- 6.1 You agree that you will keep the Confidential Information strictly confidential and not disclose any part of the same to any person except as permitted by or required for the purposes of the receipt of the Supplier Services.
- 6.2 The provisions of Clause 6.1 above do not apply to any information to the extent it is or comes within the public domain, or is required to be disclosed by law.
- 6.3 For the purposes of the Freedom of Information Act 2000 ("FOIA") we believe that disclosure of the Confidential Information would prejudice our commercial interests, and would be in breach of confidence, and that the Confidential Information constitutes a trade secret. You will inform us of any request for disclosure made to you under the FOIA in respect of the Confidential Information.

#### 6.4 For any search You request for any of the Necessary Purposes:

- Your request must be necessary and validly requested in compliance with the DPA and/or the GDPR as the case may be, for either Anti-Crime Purposes or Legal Purposes as the case may be, and the Buyer will consider its use of the Experian Data Service in that regard;
- You must only give the Experian Data returned in response to that search to Your employees who need to use it for Necessary Purposes;
- If requested to do so, You agree to provide written evidence to Us evidencing the validity of Your search request and Your compliance with the DPA and/or the GDPR as the case may be, in respect of that search (if You fail to do this without limitation to all other rights and remedies We can refuse to perform that search and/or suspend and/or terminate the Experian Data Service (without liability to You).

## 7. General

- 7.1 The copyright, database rights and all other intellectual property rights in the Experian Data will remain vested in us (or our third party licensors).
- 7.2 The provisions of these Terms and Conditions will remain in force for so long as you receive the Supplier Services from the Supplier. However, we may terminate your entitlement to have the Experian Data used as part of the Supplier Services on written notice to you if you commit a material breach of any of these Terms and Conditions which is not remedied within 28 days after receipt of a notice from us specifying the breach, requiring its remedy and making clear that failure to remedy may result in such termination.
- 7.3 If any part of these Terms and Conditions is found to be invalid or unenforceable by any Court or other competent body such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions and such other provisions shall remain in full force and effect.
- 7.4 If either of us fails to exercise a right or remedy which arises in relation to these Terms and Conditions, such failure shall not prevent the exercise of that right or remedy subsequently in respect of that or any other incident.
- 7.5 A waiver of any breach of these Terms and Conditions shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provisions. Any waiver of a breach of any terms of these Terms and Conditions shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other of these Terms and Conditions.
- 7.6 Nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement.
- 7.6 These Terms and Conditions and all matters arising out of them shall be governed by, and construed in accordance with the Laws of England. The English Courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with these Terms and Conditions.



**About NEC Software Solutions**

Our customers change lives, so we create software and services that get them better outcomes. By innovating when it matters most, we help to keep people safer, healthier and better connected worldwide.

[NECSWS.com](http://NECSWS.com)

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