

TERMS AND CONDITIONS FOR THE SUPPLY OF, RIGHT TO USE AND MAINTENANCE OF THE SOFTWARE.

1. Definitions

- a) 'The Software' means the products named as the Software on the front of this document.
- b) 'The Customer' means the party named as the Customer on the front of this document.
- c) 'HCS' Hanlon Computer Systems Limited.
- d) 'The Order' means the Order for the Software, Implementation, Training, Extra User Licences and First Year Software Support at the prices and charges listed on the front of this document over the signature of an authorised signatory of the Customer.
- e) 'Enhancement' means any modification or new feature to the Software which provides a function different from or additional to those provided by the existing modules of the Software as already supplied to the Customer. HCS reserves the right to charge an additional fee to the Customer if any Enhancement is offered to and accepted by the Customer.
- f) 'Update' means any modification to an existing module of the Software already supplied to the Licence by way of an improvement or substitution or modification and for which no additional fee shall be payable provided that the Customer has a current Software Support service.
- g) 'New Edition' is such modified, altered or amended version of any item of the Software being consistent with the current specification of such item that HCS shall from time to time indicate to be a New Edition for those purposes and that is issued by HCS pursuant to clause 9 hereof and may include updates and enhancements.

2. Acceptance of Order

HCS's acceptance of the Order, denoted by the signature on the front of this document of an authorised signatory of HCS will create a contract between HCS and the Customer from the date of such signature and will be construed as confirming the Customer's total acceptance of these terms and conditions (subject as otherwise agreed in writing and signed on behalf by both parties by authorised signatories of HCS and Customer, in which case such written agreement shall form part of this contract). HCS will forthwith confirm acceptance of this contract so formed by posting written confirmation to Customer.

3. Prices

- a) The prices stated on the front of this document shall remain fixed for three months from the date of the Order or until the date of delivery, whichever is the sooner. If the software remains undelivered on the expiry of a three month period from the date of the Order, HCS reserves the right to alter the prices to those then current in its current price list.
- b) The price for the First Year Software Support includes Updates for the first year of this agreement but does not include Enhancements.
- c) Any other services requested by the Customer and supplied by HCS and not included on the front of this document will be charged at HCS's rates current at the date when the service was provided.
- d) All prices are exclusive of Value Added Tax.

4. Payment Terms

- a) The amount on the front of this document including First Year Support is due without any deduction within 30 days of receipt of the relevant invoice which will be issued immediately on delivery of the Software.
- b) Any other charges of HCS shall be paid within 30 days of receipt of the relevant invoice.

5. Licence to Use the Software

- a) HCS hereby grants the Customer a non-assignable, non-exclusive, perpetual licence to use the Software. The right to use the Software extends to any other person, firm or organisation provided all such users are conversant with and agree to be bound by the terms of this licence.
- b) This licence only permits the use of the Software on the processor(s) specified on the front of this document.
- c) If the Software becomes inoperable because of some fault or failure of that processor, the Software may be used on an alternative single processor until the fault or failure is cured, provided that written notification to HCS is immediately given, specifying the inoperable processor, the alternative processor, the date on which the inoperable processor became inoperable and (where applicable) the date of its cure.
- d) If the HCS Hosting Service is not in force the Customer warrants that the Software and all its copies shall remain at all times under its control, and that the Customer will take all reasonable precautions to safeguard the Software against all un-authorised copying. If the HCS Hosting Service is in force the provisions of this clause apply to any copies of the Software that are in the possession of the Customer.
- e) The Customer shall exercise all necessary precautions to safeguard HCS's intellectual property rights in the Software and to prevent their infringement. The Customer shall further ensure that the operating and internal techniques used within the Software are not discussed with third parties.
- f) The Customer shall not sub-licence, rent, lease, or assign, loan or copy the Software except in accordance with clause 10 of these terms and conditions.
- g) Where the Software or any part of it is the property of a third party, such Software is sub-licensed by HCS to the Customer and such a third party shall have the benefit of HCS's rights as set forth in this contract and may enforce such rights directly against the Customer.

6. Title and Copyright

No title or rights of copyright or other intellectual property in the Software have been, are hereby or will be transferred to the Customer. Data entered on to the system belongs to the Customer.

7. HCS Hosting Service

The provisions of this clause are only applicable if the HCS Hosting Service has been purchased.

- a) The HCS Hosting Service comprises, and is limited to the following:
 - (i) Installation of the Software on the HCS Hosting Service PC.
 - (ii) Installation of appropriate software on the Customer's PCs to allow connection to the HCS Hosting Service PC via the Internet.
 - (iii) Overnight back up of the Customer's data contained within the Software
 - (iv) Resolution of hardware and software failures on the HCS Hosting Service PC.
 - (v) Resolution of communications failures between the HCS Hosting Service PC and the HCS Internet site. The Customer is responsible for the resolution of communications failures between their own PCs and HCS Internet site.
- b) The Customer is responsible for:
 - i) Installing adequate communication links to the HCS Internet site.
 - ii) Modifying any of their internal security features to allow links to the HCS Hosting Service PC.
- c) HCS will use its best endeavours to ensure that the hosting service is available 24 hours per day (excluding overnight backups of data) 365 days per year.
- d) HCS will use its best endeavours to ensure that access to the internet site where the customer's data is held is protected from unauthorised persons.
- e) HCS will use its best endeavours to resolve any disruption to the HCS Hosting Service caused by equipment, software or communications failures that are the responsibility of HCS by the end of the next working day. If the resolution of the disruption takes longer or is likely to take longer then HCS will supply the Customer with the ability to operate the Software on a stand alone PC at the Customer's premises.
- f)
 - (i) HCS will invoice the Customer on each anniversary of the date of delivery of the Software, or such other date as the parties shall agree, with the charge then current for the HCS Hosting Service.
 - (ii) HCS reserves the right to vary the conditions of or charges for the HCS Hosting Service by giving prior written notice of the change to the Customer.
- g) The HCS Hosting Service will only be supplied to Customers who also have a Software Maintenance Service. If the Software Maintenance Service is terminated then the HCS Hosting Service must also be terminated.
- h) Either party may terminate the HCS Hosting Service by 3 months prior written notice. The Customer may also terminate HCS Hosting Service by immediate written notice within one month of HCS giving notice of any change to the conditions of or charges for the service.
- i) On termination of the HCS Hosting Service or in the event of HCS going into liquidation HCS will supply, at no charge, a copy of the Software, current data file and appropriate installation instructions to the Customer so that the Customer can install the Software on a new Processor and the licence to use the software will be transferred to that Processor. If the Customer requests that HCS install the Software then HCS will charge the Customer at their prevailing daily rate.
- j) HCS reserves the right to refuse to provide the HCS Hosting Service at any time, without refunding any monies paid by the Customer, if any attempt is made, other than by HCS, to remove any defects or deal with any errors in the Software, or if any development, addition or variation of the Software is carried out other than by HCS, or if the Customer has failed to pay HCS's invoice for HCS Hosting Service, in accordance with the payment terms.
- k) HCS reserves the right to withhold the service until such time as all monies due and owing to HCS by the Customer (under this or any other contract or agreement) is paid.

8. Software Support

- a) The Software Support service comprises, and is limited to the following:
 - (i) Reasonable assistance in resolution of queries via the telephone between the hours of 09.00 and 17.00 Monday to Friday (excluding bank holidays). The Customer is responsible for ensuring that personnel responsible for using the Software are adequately trained in its use. If, in the opinion of HCS, the Customer is making excessive use of the support service due to inadequate training then HCS shall bring the matter to the Customer's attention and if the matter remains unresolved then HCS shall charge for such support at the prevailing hourly rate.
 - (ii) Fault diagnosis and where possible, correction, subject to the limitations imposed by contractual restrictions imposed by any third party. Serious faults preventing computer processing will be given priority.
 - (iii) Where possible, recommendations relevant to the course of action necessary to recover from any faults or failures emanating from the Software. If the HCS Hosting Service is not in force then the Customer is responsible for ensuring that adequate procedures are instituted for back up and recovery of data in the event that it should be necessary to do so.
 - (iv) Advice on developing ad hoc queries.
 - (v) Provision of Updates as and when they are released at no additional charge to the Customer.
- b) Software Support work will normally be carried out at HCS's office. In the event that the Customer requests that HCS render all or part of the service on the Customer's own premises, the work will be chargeable at the prevailing daily rate and any travelling, accommodation or other expenses will be recharged to the Customer at cost.

- c)
 - (i) HCS will invoice the Customer on each anniversary of the date of delivery of the Software, or such other date as the parties shall agree, with the charge then current for the Software Support service.
 - (ii) HCS reserves the right to vary the conditions of or charges for the Software Support service by giving prior written notice of the change to the Customer.
 - (iii) Either party may terminate the Software Support service by 3 months prior written notice. The Customer may also terminate the Software Support service by immediate written notice within one month of HCS giving notice of any change to the conditions of or charges for the Software Support.
- d) HCS reserves the right to refuse to provide the Software Support service at any time, without refunding any monies paid by the Customer, if any attempt is made, other than by HCS, to remove any defects or deal with any errors in the Software, or if any development, addition or variation of the Software is carried out other than by HCS, or if the Customer has failed to pay HCS's invoice for Software Support, in accordance with the payment terms.
- e) HCS reserves the right to withhold the service until such time as all monies due and owing to HCS by the Customer (under this or any other contract or agreement) is paid.

9. New Editions

- a) HCS shall have the right from time to time to issue to the Customer New Editions of the Software which contain Updates and may contain Enhancements and which shall from the date of issue supersede all previous editions of the Software. The provisions of this Agreement shall apply to any New Editions of the Software as if that edition has been included in the Product Description on the front of this agreement.
- b) At the written request of HCS and after receipt of any New Editions of the Software by the Customer the Customer shall send to HCS a signed statement certifying that all such copies of the superseded edition have been destroyed or erased completely PROVIDED that the Customer may retain the superseded edition subject to notifying HCS of an operational need to do so and agreeing to an additional maintenance charge with HCS until its return or erasure. The Customer may retain, with no additional maintenance charge copies of these superseded editions if used solely for the purposes of information security.

10. Copying

The Customer may only copy the Software in compliance with HCS's written advice relating to the taking of copies and in order to maintain reasonable precautions for data security and to enable the Customer to use an alternative processor as described in clause 5. Any copies made shall include any copyright or proprietary notices in a clearly visible and legible manner.

11. Confidentiality

All trade or professional secrets or other information supplied by either party to the other shall be kept confidential and such supply shall not imply any transfer of property.

12. Employees

- a) Without the prior consent in writing of HCS, the Customer shall not within 2 years of the date of the installation of the Software or within 2 years of the expiration of the Software Maintenance service (whichever shall be the later) solicit, procure or attempt to procure the employment of any person employed by HCS in the delivery, installation or maintenance of the Software.
- b) Notwithstanding any degree of supervision exercised by either party over employees of the other, in no circumstances shall the relationship of employer and employee be deemed to arise between either party and any employees of the other.

13. Limitations on Liability

THE CUSTOMERS ATTENTION IS IN PARTICULAR DRAWN TO THIS CLAUSE which defines the full extent of the warranty given by HCS and of HCS's entire liability for the acts and omissions of its employees agents and subcontractors to the Customer in respect of:

- (i) any breach of its contractual obligations arising under this agreement: and
 - (ii) any representation statement or tortious act or omission including negligence arising under or in connection with this agreement.
- a)
 - (i) HCS warrants that the Software will after installation on the Processor and when properly used by the Customer provide the facilities and the functions set out in the Software Specification attached to this Agreement as Appendix 1 and that HCS will provide adequate instruction to enable the Customer to make proper use of such facilities and functions.
 - (ii) If HCS receives written notice from the Customer of any breach of the said warranty then HCS shall at its own expense and within a reasonable time after receiving such notice remedy the defect or error in question provided that HCS shall have no liability or obligation under this warranty unless it shall have received notice of the defect or error in question no later than the expiry of three months from the date of installation of the Software.
 - (iii) This warranty shall be subject to the Customer complying with its obligations hereunder and to there having been no alterations to the Software by any person other than HCS. When notifying a defect or error the Customer shall (so far as it is able) provide HCS with a documented example of such defect or error.
 - (iv) The Customer acknowledges that the Software has not been prepared to meet the Customer's individual requirements and that it is therefore the responsibility of the Customer to ensure that the facilities and functions described in this Agreement meet its requirements. HCS shall not be liable for any failure of the Software to provide any facility or function not specified in this Agreement.
 - b) In the event of any breach of the above warranty or any other breach of the contract or tortious act or omission HCS indemnifies the Customer in respect of:

- (i) Direct physical damage to the Customer's property which can be established to be the result of negligence by HCS or its servants or agents while on the Customer's premises for the purposes of this contract.
- (ii) Direct physical injury to, or death of, any of the Customer's servants and agents resulting from negligence of HCS or its servants or agents.
- (iii) Any other breach of contract or tortious act or omission including negligence arising under this Agreement.

The liability of HCS under (i) or (ii) above is limited to £ 5,000,000 and its liability under (iii) is limited to damages of an amount equal to the charge by the Customer paid for the Software Product Licence, in each case in respect of any one event or series of related events or all events giving rise substantially to the same loss. In all cases the liability of HCS is limited to direct losses only and in no case will HCS be liable to the Customer for loss of profits, goodwill or any type of special indirect or consequential loss (or loss resulting from the destruction of or damage to the Customer's Data) even if such loss was reasonably foreseeable or HCS had been advised of the possibility of the Customer suffering the same. No liability shall arise unless the Customer has served notice on HCS of the alleged breach of contract or tortious act or omission or negligence within one year of the date when the Customer becomes aware of the circumstances giving rise to the liability or ought reasonably to have become aware.

c) The Customer indemnifies HCS in respect of:

- (i) Direct physical damage to HCS's property which can be established to be the result of negligence by the Customer or its servants or agents. The Customer's liability for direct physical damage is limited to £ 5,000,000 in respect of any one event or series of related events.
- (ii) Direct physical injury to, or death of, any of HCS's servants and agents resulting from negligence of the Customer or its servants or agents.

14. Force Majeure

Except with respect to payment obligation neither party will be liable to fulfil its obligation under the agreement when due to accident, explosion, fire, storm, earthquake, flood, drought, riot, civil disobedience, sabotage, terrorist acts, civil war or revolutions, war (whether or not declared and whether the countries of manufacture, development or installation), government action or other event beyond the parties reasonable control (herein Force Majeure). For the avoidance of doubt acts or omissions of HCS suppliers or sub-contractors shall only constitute Force Majeure where they are themselves caused by Force Majeure events. The party claiming a Force Majeure shall advise the other party in writing. The party shall use reasonable endeavours to continue to perform their obligation during the Force Majeure event and shall discuss any appropriate amendments or actions to mitigate or circumvent the Force Majeure event. If an event of Force Majeure continues for a period of 180 days or more either party may upon written notice to the other party terminate the agreement without further liability on the part of either party with respect to such terminated agreement.

15. Right of Termination

- a) If at any time after the creation of this contract either party is unable to pay its debts or enters into liquidation whether voluntary or compulsory or makes a proposal to its creditors for a composition in satisfaction of its debts or enters into a scheme of arrangements of its affairs or applies to court for an administration order or has a Receiver or Administrative Receiver appointed over any or all its assets then the other party shall immediately become entitled (without prejudice to its other accrued rights and remedies) to terminate this contract forthwith by notice in writing to the other.
- b) This contract may be terminated forthwith by either party if the other commits any material breach of any term of the terms contained herein and which in the case of breach capable of remedy shall not have been remedied within 14 days of a written request to remedy the same.

16. Effect of Termination

- a) Termination shall be without prejudice to any accrued rights and outstanding obligations of the parties to each other at the date of termination including the confidentiality obligations of both parties.
- b) HCS shall be entitled to charge the Customer for all work done under this contract to the date of termination in accordance with HCS's standard charges prevailing at the time or when the relevant work was done.

17. Contract

This contract represents the entire agreement between the parties. Each Party warrants that no representation not recorded on the front of this document has been made which has induced the other to enter this contract.

Side headings are for convenience only and shall not effect the construction of the conditions of this contract.

No amendment is valid unless signed by an authorised signatory of HCS and an authorised signatory of the Customer on the same date or at a later date than the date of this contract.

No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party in this contract shall operate as a waiver of such power or right nor shall any single partial exercise of any such power or right preclude any other or further exercise thereof or the exercise thereof of any other power or right.

Neither party shall assign this contract, but HCS reserves the right to sub-contract all or any of its obligations.

18. Notices

Any notices or other communications to be served or sent to either party shall be sufficiently served or sent out if mailed by first class mail or if sent out by telex or fax and in either case to such party at its address as set out above or else to such other address as may have been notified by one party to the other for this purpose and shall be deemed to have been delivered to such party 2 working days after the time of despatch.

19. Data Protection

a) In this clause

“Applicable Law” means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of royal prerogative, regulatory policy, guidance or industry code, judgement of a relevant court of law or requirements of any Regulatory Body.

“Customer Personal Data” means any personal data (as defined in the Data Protection Laws) which HCS processes in connection with this Agreement, in the capacity of a data processor.

“Data Protection Laws” means the Data Protection Act 2018 (DPA), the UK General Data Protection (‘UK GDPR’) which refers to the retained EU law version of the EU Data Protection Directive 95/46/EC applicable in the law of England, Wales and Northern Ireland by virtue of Section 3 of the European (Withdrawal) Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

For the purpose of this clause 19(a), the terms “Commissioner”, “Controller”, “Data Subject”, “Personal Data Breach”, “Processor” and “Processing” shall have the meaning given to them in the UK GDPR.

- b) All parties will comply with all applicable requirements of the Data Protection Laws. This clause 19 is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under the Data Protection Laws.
- c) The parties have determined that, for the purposes of Data Protection Laws, the Customers shall act as a Data Controller and HCS shall act as Processor in respect of the Personal Data provided by each Customer throughout this Agreement;
- d) Should the determination in clause 19(c) (i) change, then each shall party shall work together in good faith to make any changes which are necessary to this clause 19 or Schedule 1 – Data Protection Schedule.
- e) Without prejudice to the generality of clause 19(b) HCS shall, in relation to the Customer Personal Data:
 - (i) Process the Customer Data only on the documented instructions of the Customer as set out in Schedule 1 – Data Protection Schedule unless HCS is required by Applicable Law to otherwise process that Customer Personal Data. Where HCS is relying on Applicable Law as the basis for processing Customer Personal Data, HCS shall promptly notify the Customer of this before performing the processing required by the Applicable Law unless such Applicable prohibit HCS from so notifying the Customer on important grounds of public interest. HCS shall immediately inform the Customer if, in the opinion of HCS, the instructions of the Customer infringe Data Protection Laws.
 - (ii) In addition to the measures set out in Schedule 4 below, implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against its accidental loss, damage or destruction, including inter alia as appropriate:
 - the pseudonymisation and encryption of Customer Personal Data;
 - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and
 - a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

In assessing the appropriate level of security HCS shall take into account in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss alteration, unauthorised disclosure of, or access to Customer Personal Data transmitted, stored or otherwise processed.

- (iii) Ensure, and procure, that any personnel (including sub-contractors) engaged and authorised by HCS to process Customer Personal Data keep the Customer Personal Data confidential.
- (iv) Promptly assist the Customer, at HCS’ expense, in responding to any request from a Data Subject and in security, breach notifications, impact assessments and consultations with the Commissioner, supervisor authorities or other regulators and, in particular, HCS shall promptly notify the Customer if it receives a complaint, notice or communication (whether from the Commissioner, any Data Subject, supervisory authority or other third party) which relates to processing of Customer Personal Data.
- (v) Notify the Customer without undue delay (and no later than 24 hours) after becoming aware of a Personal Data Breach.
- (vi) At the written discretion of the Customer, delete or return to that Customer all of the Customer’s Personal Data on termination or expiry of this Agreement, and certify to that Customer in writing it has done so, unless HCS is required by any Applicable Law to continue to process that Customer Personal Data, in which case HCS shall promptly notify the Customer, in writing, of what that Applicable Law is and shall only be permitted to process that Customer Personal Data for the specific purpose so notified, and all other requirements set out in this clause 19 shall continue to apply to such Customer Personal Data notwithstanding the termination or expiry of this Agreement for as long as such Customer Personal Data is processed by HCS. For the purpose of this clause 19(c)(vi) the obligation to “delete” data includes the obligation to delete data from back-up systems as well as live systems; and

- (vii) Maintain adequate records, and, on the Customer request, make available such information as the Customer may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by each Customer or their designated auditors, to demonstrate its compliance with Data Protection Laws and this clause 19.
- f) HCS shall not, without the prior written consent of either Customer (and in any event subject to HCS providing either Customer with reasonable evidence that such activity is being undertaken in full compliance with Data Protection Laws):
 - (i) Appoint or replace (or change the terms of the appointment of) any other processor in relation to Customer Personal Data or transfer any Customer Personal Data to the same; or
 - (ii) Carry out, via itself or via any other processor, any processing of Customer Personal Data, or transfer any Customer Personal Data, outside of the UK, including processing Customer Personal Data on equipment outside of the UK.
- g) Any party to this agreement may, at any time on not less than 30 days' notice, revise clause 19 by replacing it (in whole or in part) with any applicable standard clauses approved by the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct ("Amended Terms"). Such Amended Terms shall apply when replaced by attachment to this Agreement, but only in respect of such matters which are in the scope of the Amended Terms.
- h) HCS hereby indemnifies, and shall keep indemnified, each Customer from and against all costs, damages and expenses of any kind arising from any claim or demand brought by any person, Data Subject, Commissioner, or supervisory authority as a result of any breach by HCS of the Data Protection Laws or its obligations under this clause 19. This indemnity shall not be subject to any limits or exclusions of liability that may otherwise apply, or be imposed, under this Agreement.

20. Freedom of Information

In this Clause,

"Exempted Information" means any information or category of information, document, report contract or other material containing information relevant to this Contract that has been designated by the mutual agreement of the Parties as potentially falling within an FOIA Exemption.

"FOIA" means the Freedom of Information Act 2000.

"FOIA Exemption" means any applicable exemption to the FOIA including but not limited to, confidentiality (section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (section 43 FOIA).

- a) HCS recognises that the Customer is subject to legal duties which may require the disclosure of information under the FOIA or the Environmental Information Regulations 2002 or any other applicable legislation or codes governing access to information and that the Customer may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Contract in any way.
- b) HCS recognises that in order to facilitate openness with and accountability to its citizens the Customer's general view is that all relevant information concerning its contracts (including but without limitation the rates and prices submitted by HCS as part of the tendering process) should be subject to disclosure unless the information,
 - .1 is commercially sensitive and/or subject to an FOIA Exemption, and
 - .2 has expressly in writing been subject to a request from HCS not to disclose the information, which request the Customer's appropriate officer has expressly in writing agreed to.
 HCS hereby consents to disclosure of information by the Customer in accordance with this clause.
- c) Notwithstanding anything in this Contract to the contrary including, but without limitation, the general obligation of confidentiality imposed on the parties pursuant to Clause 11, in the event that the Customer receives a request for information under the FOIA or any other applicable legislation governing access to information, the Customer shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the FOIA or other applicable legislation governing access to information, save that in relation to any such information that is Exempted Information but in any event subject to Clause 19b the Customer shall use reasonable endeavours to consult HCS as soon as reasonably practicable and should not:
 - (i) confirm or deny that the information in question is held by the Customer; or
 - (ii) disclose the information requested,
 without having attempted to seek the views of HCS in relation to the request for disclosure.
- d) In the event that the Customer incurs any costs, including but not limited to external legal costs, in seeking to maintain the withholding of the information, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure, HCS shall fully indemnify the Customer.
- e) In any event the Customer shall not be liable for any loss damage harm or other detriment however caused arising from the disclosure of any Exempted Information or other information relating to this Contract under the FOIA or other applicable legislation governing access to information.
- f) HCS will assist the Customer to enable the Customer to comply with its obligations under the FOIA or other applicable legislation governing access to information. In particular it acknowledges that the Customer is entitled to any and all information relating to the performance of this Contract or arising in the course of performing this Contract. In the event that the Customer receives a request for information under the FOIA or any other applicable legislation governing access to information, and requires HCS's assistance in obtaining the information that is the subject of such request or otherwise, HCS will respond to any such request for assistance from the Customer at its own cost promptly and in any event within 10 days of receiving the Customer's request.

- f) HCS will fully indemnify the Customer in relation to all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever arising as a consequence of the Customer failing to disclose relevant information under the FOIA or any other applicable legislation governing access to information within any time limit imposed by the FOIA or other applicable legislation where the Customer's failure to disclose is attributable in whole or in part to a breach by HCS of its obligations under this Clause 20.

21. **Failure Response Framework**

Failures are classified as to the severity of effect that they have on the working system. The severity classification is used to determine the response time for returning the system to its fully operational state. The severity classifications are:

Severity Class A

Emergency. Any hardware or Software problem resulting in serious loss or degradation of service or serious loss of functionality.

Severity Class B

Urgent. Any hardware or Software problem that reduces system security or data integrity, or which represents a serious threat to service.

Severity Class C

Non-urgent. Low level hardware, Software or procedural problem requiring resolution in defined time scales.

Severity Class D

Low. Other low level hardware, Software or procedural problem.

Hanlon adopt the following targets for returning the system to its fully operational state:

Severity Class A - within 8 hours of receipt of a report from the customer

Severity Class B - within 24 hours of receipt of a report from the customer

Severity Class C - within 5 days of receipt of a report from the customer

Severity Class D - by the next Software release

22. **Jurisdiction**

This contract shall be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts.

SCHEDULE 1 – DATA PROTECTION SCHEDULE

1. The Contractor shall comply with any further written instructions with respect to processing by the Council.
2. Any such instructions shall be incorporated into this Schedule and this Schedule may be amended time during the Contract Period by agreement in writing between the Council and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject matter of the processing	Data processed includes the specific Personal and Special Category Data outlined in Point 4 which forms the basis of a Client's profile as well as data relating to the following areas within a Client's profile where supplied and/or created as a result of further instructions: Complete history of a Client's interactions with the respective party from date of registration including vacancy, training, referral, contact and address history, contact preferences, project specific associations and links to appropriate Caseload Advisors. Client's employment history including profession, skills, qualifications, aspirational skills and aspirational qualifications. Any external files uploaded (e.g CV's certificates, proof of ID), linked social media accounts and completed questionnaires. Any Advisor notes on system relating to Client or individual items within a Client's record.
2	Duration of the processing	Data is to be processed only for the duration of this Agreement, or on expiry or contract termination, whichever comes earlier.
3	Nature and processes of the processing	Nature of processing included the collection, recording, organisation and storage of data as outlined in Point 1 for project specific purposes within Local Authority settings, specifically within the economic growth and regeneration directorates.
4	Type of personal data	Name, Date of Birth, National Insurance Number, Address, Email Address, contact numbers, Gender, Ethnicity, Disability Status, Employment Status, Benefits Status, Employment Plans/Support Required, Project Related Details.
5	Categories of data subject	Members of the public (specifically Job Seekers/Service Users), Employers, Training Providers, Specialised third party services of information, advise and guidance.
6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	On Contract termination or expiry, whichever comes earlier, HCS shall return and then destroy the Personal Data to each respective Customer in an agreed format between HCS and said Customer. Each Customer reserves the right to delete personal data where applicable, such as in situations where individuals exercise their right to erasure, Erasure requests will be dealt with on a case-by-case basis and each party reserves the right to refuse the requests where appropriate, such as in situations where retention of the data is required by law, or where the request is found to be excessive or manifestly unfounded.

Hanlon Client Appendix 1

Hanlon Client is a modular, web enabled system designed to track the progress of participants through employability programmes with the ultimate aim of getting them into work. The system also tracks support provided to businesses with the aim of helping them to grow and create employment opportunities.

The system has a responsive design and renders correctly on mobile devices such as tablets and phones as well as desktop and laptop computers.

The system is multi-site, meaning service providers can collaborate to achieve positive outcomes for their clients quickly. It is also multi-programme.

All elements of the system are reportable through Multiple Actions and the Web Pivot Reports.

Functions exist for deleting and redacting data both individually and in batch.

Basic details of the modules that constitute the system are provided below.

System modules

Client CRM.

Individual beneficiaries of programme delivery are recorded in the Client module. This is designed to maintain a history of the interventions and contacts received by clients and the outcomes achieved.

Data sharing protocols are managed within this module. This includes restricting who can access the client record and which data they can view and/or update.

➤ Registration.

At the heart of the system is a flexible data framework. This allows new fields of data to be created that can be attributed to clients to describe their circumstances, demographics, support needs etc. These are known as profile items. They can be defined with certain data attributes:

- Boolean (yes/no)

Used to identify if the client has the profile item or not

- Dates

Used to identify the period to which the profile item relates. For instance, the start and expiry dates of certificates

- Text

Used to describe the details of the client profile item

- Number

Used to quantify the profile item. For instance age or the number of children in the client's household

- Options

Options available on the profile item, for instance yes, no or prefer not say

- Ratings

Used to give a numeric value within a specific range to a client profile item.

Registration forms can be created using fields available within the database such as name, address, phone numbers and also including profile items. Free text notes can also be added and maintained throughout the client's journey on the system.

The form can be completely saved or partially saved so that the user can return and complete it a later date. It can also be set to awaiting verification, meaning that it is placed into an alert for a compliance officer to check at a later time.

A completed registration form results in a record being created on the system for the client. The client's status is automatically set to Active at this stage. The client's status can be changed later through activities (see below).

By default, the home site for the client record is set to the home site of the user completing the registration.

Multiple forms can be created depending on the programmes being delivered. These can be made available to specific providers/sites on the system.

➤ Post codes and areas

The data framework contains a link between post codes and areas. Multiple area types can be defined such as LA, Ward, Parliamentary Constituency, LEP and 10% IMD zones. When the client's post code is entered the system automatically identifies which areas the client's address is linked to.

➤ Caseloads

Clients can be linked to advisors. Multiple advisors can be linked and this adds the client to their caseload. The links can be time limited and set also set to active / inactive. One advisor is assigned as the 'Main' advisor.

➤ Assessments (Questionnaires).

Multiple questionnaires can be created on the system. Questionnaires can be created for client assessments and feedback. They are made of groups of profile items as described above.

They are updated through the client record. Each update creates a snapshot of the data. Snapshots can be compared against the current data so that distance travelled (client progression) can be analysed.

➤ Action plans.

Multiple action plans can be assigned to clients. Action plans consist of details of a client's current circumstances, objectives, advice given and milestones. Multiple milestones can be assigned containing description of the milestone, forecast date for achievement, and whose responsibility it is (client and/or advisor).

There is a facility for both advisor and client to agree to the action plan by signing it. Once signed, the action plan status changes from pending to active.

The action plan is monitored through the system's alerts and on completion its status is updated.

➤ Activities, interventions and outcomes.

The system maintains details of actions delivered with, to and on behalf of the client. Both pending and completed activities can be recorded. Details include the client ID, advisor, date, time, type of activity, status and details of linked employer, vacancy or service provider. Also, documents can be uploaded to the activity.

Other options include adding follow-on activities (ie an activity can trigger an additional activity), activity templates (ie a number of specific activities are automatically added) and activity schedules (ie the same activity can be added a number of times on set dates).

Activities can be configured to trigger a client status change. The list of client statuses is configurable.

Activities can also trigger an outcome, such as job, training, education, skills improvement. The list of outcomes is configurable.

The of activities can be filtered according to the programme(s) that the client is on.

Default costs and duration can also be recorded. These can be manually overwritten.

The list of available activities is editable ie new ones created or modified and old one deleted providing they are attached to other records.

Activities are linked to the advisor's calendar and alerts.

Hyper-links are available to jump to related enterprise and opportunity records.

➤ Referrals and data sharing.

There are two options for recording referrals

- i. A referral activity can be recorded in the Activities module and the service provider to whom the referral is being made, input.
- ii. If the service provider is a system user, the referral module can be used to send an email notification to the provider which they can accept or reject. If accepted, the referral is automatically made, recorded on the system and options presented to manage client data sharing.

In addition to sharing client data, transfers can also be done. This is where a client's record is moved to another site. Access to the original site can be maintained or removed.

➤ Skills and job matching.

Skills can be recorded on client records. An editable list of skills is used. Skills are presented in an 'n' tier tree structure. Level of competence and experience can also be recorded.

In a similar way, skills requirements can be recorded against vacancies.

There is a matching process that can be run from both the client and vacancy sides of the system. The process calculates the percentage of skills that the client matches on. It also identifies the skills that the client does not match on.

Other options available in the matching process include key basic skills, languages, availability and contract type.

Matching clients can be placed in the Quick Jump list from where they can be notified of the opportunities for which they are suitable.

➤ Client tags

Clients can also be linked to ad hoc tags. This allows cohorts of clients with similar likes, dislikes, hobbies etc to be created on the fly.

➤ Programmes and eligibility.

Programmes of activities, ie initiatives, schemes and funding, are recorded in a separate module with links to clients and enterprises. Multiple programmes can be created on the system.

Programmes contain programme name, start and end date, fiscal/calendar year indicator, objectives, forecast funding available, description and details of delivery agents.

Eligibility criteria can be created to identify existing clients who match and then can then be automatically added to the programme. Clients can also be added manually from both the client and programme sides.

A list of activities and outcomes that are available to the programme can be edited within the module. They can also be filtered (made available / unavailable) within the client activities module.

Targets and unit costs can be set for the delivery of activities and outcomes. The system produces real-time analysis of forecast delivery and costs against actuals.

Projects can also be associated with programmes. Projects consist of name, description and owner along with sub records for:

- Forecast and actual milestones
- Forecast and actual funding schedules.
- Forecast and actual outputs schedules.
- History of project Interactions, including details of meetings, emails and text messages.

- Project risk management, including impact, likelihood and mitigation
- Project asset register. Details, including cost and location of assets purchased by the project.
- Project document management.

Enterprise CRM.

The Enterprise CRM module is designed to create a central point where information on business can be accessed and updated.

An organisational structure can be created for enterprises. This allows businesses to be joined in parent / child relationship. Data sharing protocols are managed within this module. This includes restricting who can access the client record and which data they can view and/or update.

➤ Registration.

Registration forms can be created using fields available within the database such as business name, address, phone numbers, sector and details of contacts. Multiple forms can be created depending on the programmes being delivered. These forms can be made available to specific providers/sites on the system.

In addition, an editable list of profile items can be attributed to enterprises to describe other details, such as size (number of employees), financial indication, accreditations held, priority lists etc. These are known as profile items. They can be defined with certain data attributes:

- Boolean (yes/no)
Used to identify if the enterprise has the profile item or not eg living wage paid
- Dates
Used to identify the period to which the profile item relates. For instance, the start and end dates of their accounting period
- Text
Used to describe the details of the enterprise profile item
- Number
Used to quantify the profile item. For instance, number of employees
- Options
Options available on the profile item, for instance yes, no or prefer not say
- Ratings
Used to give a numeric value to an enterprise profile item within a specific range. For instance, feedback rating.

Multiple Standard Industrial Classifications (SIC) can also be added to businesses. The system is pre-populated with the 2003 and 2007 codes.

Completion of the registration form results in a record of the enterprise being created on the database.

By default, the home site for the enterprise is set to the home site of the user completing the registration.

➤ Contacts

A list of contacts can be maintained and include the following details:

- Title
- Name
- Job title
- Job role
- Work phone
- Work mobile
- Work email
- Main contact (yes/no)
- Gender and ethnicity (non-mandatory, but can be used for equality monitoring)

➤ Service provider and contract management.

Enterprise records contain a flag that is used to identify if the organisation provides services to clients or other businesses. If the flag is set to yes, additional features are added to the enterprise record, including:

- Referral mechanism (ie the ability to refer clients to the organisation).
This also allows enterprise contacts to be treated as advisors and have caseloads.
- Contract management.
This makes the programmes module and underlying functionality available on the enterprise's record. It allows each contract that the provider is delivering to be set up as a project with a schedule of funding, costs, outcomes and milestones.

➤ Activities and interactions.

Activities, such as meetings, emails, text messages, event attendance and achievements / outcomes can be recorded. The activity name, date, time, contact, advisor can be input. The list of activities is editable.

Each activity has a status eg pending, completed and archived.

Activities are linked to the advisors' calendar and alerts.

Follow-on activities can be recorded and linked to the trigger activity.

Documents can be uploaded to the activity.

➤ Client records can be linked to the enterprise record.

They can appear as previous and current employees and each client activity that is related to the enterprise is also linked, for instance job submissions and placements.

Hyper-links are available to jump directly to the related client record.

➤ Business enquiries and grants can also be tracked.

Business enquiries can be tracked from inception to completion. The minimum data requirement to set up an enquiry is the enquiry date and a contact name.

Once set up, the following additional data can be added:

- Enterprise name (registration) / link to existing record.
- Enquiry status
- Enquiry type – added from pick lists eg training, inward investment, jobs safeguarding / creation
- Objectives – added from pick lists
- Description

Sub records can also be added covering the following functionality

- Project lifetime activities, including the project approval process and delivery
- Funding schedule for each funder
- Outcomes schedule
- Milestones schedule

Documents can also be uploaded.

Enquiry dates and schedules are linked to the advisor's calendar and alerts

Vacancy management.

This module is designed to aid the management of different types of opportunity, for instance jobs, apprenticeships, work experience, volunteering and training. Vacancies are linked to enterprises and can also be linked to client activities. For instance, when a client is submitted to or placed into an opportunity.

The module allows the opportunity to be tracked from registration to fulfilment, including outcome sustainment.

➤ Registration

Registration forms can be designed to capture the details of different types of opportunity. Details can include the following:

- Business name
 - Business contact names and details
 - Address of the business
 - Communication details / preferences (phone, email, mobile)
 - Main advisor name (caseload)
 - Location of the opportunity
 - Registration date
 - Closing date
 - Type of opportunity
 - Number of places available
 - Part time / Full time
 - Job description (free text)
 - Duties (free text)
 - Essential requirements (free text)
 - Desirable requirements (free text)
 - Required qualifications (free text)
 - Additional information (free text)
 - How to apply (free text)
 - Attributes that the ideal candidate should possess:
 - Profile items
Selected profile items that can appear on client records can be associated with the opportunity. For instance, Driving Licence (y/n)
 - Skills
Skills required by the opportunity can be recorded using the same skills tree that is available on the client record
 - Key basic skills
 - Languages
 - Availability
 - Contract type
- Attributes are added as a means of identifying the most suitable candidates for the opportunity (see Job Matching)

➤ Vacancy task management.

A schedule of tasks to do with the management of the opportunity can be created. Tasks may include, for instance, risk assessments and site visits. Tasks are selected from an editable pick list.

The dates of tasks are linked to the advisor's diary and alerts.

Hyper links are available to jump directly to the related enterprise record.

➤ Job matching.

There is a matching process that can be run from both the client and vacancy sides of the system. The process calculates the percentage of skills that the client matches on. It also identifies the skills that the client does not match on.

Other options available in the matching process include key basic skills, languages, availability and contract type.

Matching clients can be placed in the Quick Jump list from where they can be notified of the opportunities for which they are suitable.

➤ Client activity links.

Client related activities that are associated with the opportunity are recorded in the Client Activities module, where there are fields to record the related enterprise and opportunity. The list of available activities is editable, but typically will include submission to opportunity, interview, placed into opportunity etc.

The related client activities are displayed in the opportunity activities tab.

Hyper links are available to jump to the related client record and activity.

Training course management.

The Training module is designed to manage the set up and delivery of training courses. Courses can be ad hoc, scheduled or roll on / roll off. They consist of one or more training modules. Each course consists of the following data fields:

- Course name
- Owner (caseload)
- Status (selected from an editable pick list eg pending, live, completed)
- Description (free text)
- Location
- Start date
- End date
- Provider (selected from list of enterprise providers)
- Minimum number of places available
- Maximum number of places available
- Entry requirements (free text)
- Course type (selected from editable pick list)

Details of successful completion are also recorded. This can be expressed as a client activity, qualifications gained and skills acquired.

Documents, for example joining instructions, can also be uploaded to the course.

In addition, sub records can be created for each module associated with the course. These consist of:

- Module name
- Delivery location
- Provider
- Start date
- End date
- Status

A process exists to track clients through their engagement on the course and associated modules. The stages are:

- Placed on the waiting list
- Accepted
- Enrolled
- Completed

The only mandatory stages are enrolment and completion (successful or unsuccessful).

Training sessions can be created for each module. These consist of

- Module name

- Date
- Start time
- End time
- Location
- List of facilitators (caseloads)
- Status
- Notes

Whilst on the course, client attendance can be tracked if required. The system maintains a register of clients on each session and their attendance type can be updated. This is selected from an editable pick list and explanatory notes can be added.

Details of course enrolments and attendance are displayed on the client record.

Hyper-links to the client record and back are available.

As with all data on the system, reporting is available through the multiple actions module and web pivot reports.

Additional modules

➤ Appointment booker.

The appointment booking module is designed to allow advisors to keep track of their calendars and manage appointments with clients.

A list of appointment types (eg CV, IAG etc) can be created on the system. Each appointment type has a default duration.

Advisors can select which appointment types they can manage and from which locations.

There is an appointment booking process consisting of:

- Select client
- Select advisor
- Choose appointment type eg CV, IAG etc
- Select date

Based on the selections, the system displays the available time slots. The user selects the most appropriate slot and then confirms the booking. Once confirmed, the time slot is blocked out for the advisor.

A notification is then sent to the client with details of the cancellation policy. A further reminder is sent to the client a day before the appointment.

Appointments can be cancelled, which frees up the advisor's time slot.

An appointment status can be recorded to denote client attendance / non-attendance.

A list of previous and upcoming appointments is displayed on the client record.

➤ Events manager.

The Events module manages details of events available within the borough / community. These could include job fairs, workshops or any other type of activity used to support people and enterprises.

Events can be created with separate sessions and include details of timings, facilitators, location and facilities available.

Documents can also be uploaded, for instance delegate packs.

Clients, businesses and business contacts can be invited. The system handles the notifications, including sending out delegate packs and confirming acceptance. Attendance can also be monitored. This includes reporting on demographics, or other profiles, of the people attending.

➤ Work experience manager.

The work experience module is designed to manage the end-to-end process of placing students into opportunities provided by employers.

It allows a calendar of opportunities to be created for each opportunity. It displays the date and a list of opportunity names. The calendar is searchable by employer name, opportunity type and location. The status of the opportunity (ie full, partially full and available) is colour coded.

There is also an additional status associated with the employer (enterprise). This is to do with completion of a risk assessment. Only opportunities where the employer has satisfactorily undergone a risk assessment are made available for expression of interest.

The opportunity is populated with some of the details available within the opportunities module eg location, duties and how to apply.

Expression of interest in the opportunity can be recorded. This is associated with a selected client. The system then provides distance and travel information. Upon confirmation, the system emails letters to the employer and both the guardian of the student and their teacher. The number of places still available on the opportunity is then decreased by one and status updated accordingly.

Below is a list of the generic features that are available throughout the system:

1. Document management.
2. User alerts.
3. User calendar.
4. Quick jump list
5. Criteria builder using client, enterprise, opportunities, programmes and training multiple actions modules
6. Web pivot reports for caseload, performance and management information and claims.
7. User dashboards.
8. MS Outlook link.
9. MS Teams integration.
10. Batch SMS (needs to be purchased separately), emails and mail merge.
11. Post codes and areas link to Local Authority, Ward, LEP, Job Centre Plus district, Super Output Area and Indices of Multiple Deprivation bands.
12. GDPR compliance.
13. Audit logs.