

Terms and conditions (Supplier Terms)

Property and Premium Verification Service

Structure of these Supplier Terms

This document contains provisions that are specific to the provision of the Property and Premium Verification Review Service. The service is described in further detail under the applicable headings set out below. Only the headings which relate to the products/services purchased by the Buyer (as set out in the Particulars) shall apply.

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

Service Overview

The Property and Premium Verification Review Service shall be provided in phases as below. In addition to using TransUnion International UK Limited ("TransUnion") and the Property Inspection Service Provider to provide certain aspects of the Service (described below), Virtual Mail Room Limited provide certain mail services (including letter production and scanning of responses).

Preparation Phase

- The Buyer will provide the Supplier with the required number of user IDs to the Buyer's Revenues and Benefits System within 5 Working Days of the Supplier's request for the same.
- Confirmation of the timing of each phase.
- Confirmation of key Buyer contacts.
- Confirmation of dedicated Hotline number to be applied to all canvass documentation.
- Confirmation of an online portal to be supplied throughout the review.
- Agreement of all canvass documentation to be issued to households by the Supplier as part of the review.
- Confirmation of named off-site Supplier team including: Account Manager, Operations Manager, Service Leader, Assessment Team and Contact Centre.

First Phase - Review

- The Supplier transfers Buyer Data (received pursuant to the "Buyer Obligations" section below) to TransUnion International UK Limited for data matching (see below for details of the TransUnion Property and Premium Verification Service carried out by TransUnion).
- Set up of connectivity to:
 - ➔ Buyer's Document Management System (if applicable);
 - ➔ Buyer's back office systems; and
 - ➔ the Supplier's dedicated telephone helpline.

- Data returned by TransUnion to the Supplier.

Data Matching

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

Canvass Phase

- The Supplier shall generate the canvass documentation for printing and dispatch to non-matched properties.
- Canvass documentation and reply envelopes posted by the Supplier to non-matched households.
- The Supplier's dedicated Hotline LIVE and operated throughout the entire review on every Working Day; at all other times an agreed answering machine message will be applied.
- The Supplier's dedicated online portal will be available 24/7 for citizens' responses.

Returned Canvass Documentation

- Completed canvass documentation returned by households to the Supplier.
- All completed canvass documentation, which is received by the Supplier will be returned via secure or encrypted email to the Buyer at the end of the review for their records.

Follow up action on non-returned canvass documentation:

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

Follow up action post reminder:

- Completed canvass documentation returned to the Supplier
- Data file transferred securely from the Supplier to the Property Inspection Service.
- Property Inspection Service completed by the Property Inspection Service Provider.
- Data file transferred securely from the Property Inspection Service Provider to the Supplier.

Pre-Amendment Action:

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

Property & Premium Verification Amendment:

- The Supplier will amend citizens' council tax account status in cases of non-responses and non-validated cases, updating the Buyer's Revenues and Benefits system, along with system notepads with details of the relevant action taken.

TransUnion Property & Premium Verification Service

TransUnion provides the Property and Premium Verification Service via the TransUnion Data Matching Service solution to assist with the management and audit of the Buyer's property and premium verification review by providing a picture of the residency make-up of an address at a specified point in time, highlighting addresses at which potential residency has been identified. It does this by indicating the occupancy status of the dwelling.

The Property and Premium Verification Service provides occupancy details at the supplied address for high and medium risk properties using the current date. However, where a local authority wishes to assess a status retrospectively, it can infer occupancy at a specific date in the past, such as the billing date.

The Property and Premium Verification Service 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 occupied.

The Buyer's rights to use the materials supplied in respect of the TransUnion Property and Premium Verification Service are governed by the Buyer's End User Agreement with TransUnion (as set out in the TransUnion Property and Premium Verification Service description set out below).

Charges

- The Supplier will invoice the Buyer the fee itemised in the Particulars for:
 - ➔ each property identified as unoccupied; and
 - ➔ each case recommended for a change of status from occupied to unoccupied (where the Buyer cannot provide sufficient evidence as to why the status should not be amended).
- The Buyer must promptly notify the Supplier within 5 Working Days of any cases where the property status is re-instated within one month of amendment. In these cases, the Supplier will not levy the Fee. The Supplier reserves the right to request evidence where the Buyer reinstates the property status.
- The following scenarios shall be construed as identification of an unoccupied property and accordingly the Supplier shall be entitled to levy the amendment fee:
 - ➔ a property visiting officer conclusively determines the property is unoccupied;
 - ➔ a citizen declares the property is unoccupied.

Buyer Obligations

The Buyer permits the Supplier to receive the data and any other materials resulting from the TransUnion Property and Premium Verification Service ("**TransUnion Data**") or the Property Inspection Service ("**Property Inspection Service Providers' Data**") directly from TransUnion or the relevant Property Inspection Service Provider on its behalf in order to perform the Services.

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 shall:

- where necessary, within five Working Days' of the Supplier's request:
 - ➔ establish a remote connection to the Buyer's Revenues and Benefits System in accordance with the current 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 Property and Premium Verification Review Service ("**Buyer Data**") to the Supplier in a timely manner for onward transmission to TransUnion/the relevant Property Inspection Service Provider and provide the Supplier/TransUnion/the Property Inspection Service Provider with any information or assistance in order for TransUnion to perform the TransUnion Property and Premium Verification Service and for the Property Inspection Service Provider to perform the Property Inspection 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.
- assume sole responsibility for results obtained from its use of the Supplier's deliverables and for any conclusions drawn from such use.

Additional Terms

Regardless of any other provision in the Agreement:

Specification

- if this Agreement contains the Buyer's service description, requirements and/or specification ("**Specification**") and if any provision of that Specification conflicts with these Supplier Terms, then these Supplier Terms will take precedence.

Buyer Policies and consents

- 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.
- Nor shall the Supplier be required to enter into any separate or additional agreements or arrangements with the Buyer (or any third party that is not a subcontractor or sub-processor of the Supplier) in order to provide the Deliverables, including codes of connection or data processing agreements.

Exclusions

- except to the extent not permitted by law, the Supplier shall have no liability under or in connection with this Agreement, (whether in contract, tort (including negligence), under an indemnity, statute or otherwise) to the extent that any losses, damage or defects arise as a result of (but not limited to):

- the late arrival or non-arrival of Buyer Data or other material from the Buyer;
 - errors or omissions in any information, data, instructions or scripts (including where the same is in the correct format) provided to the Supplier by the Buyer in connection with this Agreement;
 - any actions taken by the Supplier at the Buyer's direction;
 - failure to detect errors in any work performed by the Supplier which the Buyer has undertaken to check;
 - the act and/or omission of a third party (including a subcontractor and/or sub-processor but excluding any Group Company) unless and to the extent only that the third party is liable to the Supplier for such act/omission; or
 - any other act or omission of the Buyer (or third parties appointed by or under its control) including but not limited to failure of communication links.
- the Buyer assumes sole responsibility for results obtained from its use of the Deliverables and for any conclusions drawn from such use.

Transfer of employees

- 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 (or any third party supplier/ subcontractor 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 (or any third party supplier/ subcontractor 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.

Intellectual Property Rights

- the provisions in this Intellectual Property section shall not apply to any software provided by the Supplier.
- the Buyer acknowledges that the Supplier 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. Except as expressly stated in this Schedule, the Supplier 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 its own internal business purposes. Where the Agreement expressly states that Buyer is procuring the Deliverables on behalf of or for the benefit of a specified third party end customer, the licence granted in this paragraph applies to that end customer and allows them to use the materials for that end customer's own internal business purposes.
- all Intellectual Property Rights in the Buyer Data and any other materials provided to the Supplier by the Buyer 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 to perform this Agreement and to comply with any requests made to the Supplier under statute.

Certifications and Accreditations

The Supplier's certifications and accreditations are as set out at [Certificates and Registrations - NEC Software Solutions](#), as updated by the Supplier from time to time.

Third Party Deliverables

- in the event that a third party suspends or terminates (or gives notice to suspend or terminate) the provision of any Deliverable(s) to the Supplier for any reason, then the Supplier shall be entitled to suspend or terminate the provision of such Deliverable(s) to the Buyer under this Agreement.

Offshore Resource

- in some circumstances we may use resources provided by one or more of our Group Companies, including those of our Group Company NEC Software Solutions India PVT Limited. This may involve sharing your data (including Personal Data) with them, processing, or transferring your data outside the UK. Whenever we use the resources of our Group Companies, and/or process or transfer your data out of the UK, the terms of our Agreement with you, including applicable legislation, as well as our internal policies, procedures and processes shall apply. At all times we retain responsibility for ensuring compliance by our Group Companies with our obligations. By entering into this Agreement you consent to the use of our Group Companies' resources (including NEC Software Solutions India PVT Limited) to provide the Deliverables, and/or to process your data (including Personal Data).

Sub-processors

- in addition to the specific authorisation above, the Buyer also grants to the Supplier general authorisation to engage Sub-processor(s) as third-party Processors of Personal Data under this Agreement. A list of the Supplier's Sub-processors that the Supplier directly engages for the specific Deliverables as a Sub-processor from time to time is available at **www.necsws.com/subprocessors**. Any changes to the list of the Supplier's Sub-processors will be updated via this link.

Glossary

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

Agreement	shall mean the Call-Off Contract;
Buyer Data	shall have the meaning set out in these Supplier Terms above;
Deliverable(s)	shall mean the deliverables to be provided by the Supplier to the Buyer, as itemised in the Particulars and described in these Supplier Terms;
TransUnion Data	shall have the meaning set out in these Supplier Terms above;
TransUnion Property & Premium Verification Service	shall mean the service described as such in these Supplier Terms. For clarity, this service forms part of the Property & Premium Verification Review Service;
Group Company	shall mean the Supplier together with Garden Private Holdings Limited and each and any subsidiary undertaking from time to time of Garden Private Holdings Limited. A "subsidiary undertaking" shall have the meaning as set out in section 1162 of the Companies Act 2006;
Particulars	shall mean the Order Form;
Property Inspection Service	shall mean a physical inspection of a property. For clarity, this service forms part of the Property & Premium Verification Review Service;
Property Inspection Service Provider	Reigate & Banstead Borough Council, or Oxford City Council acting on their behalf;
Property Inspection Service Providers' Data	shall have the meaning set out in these Supplier Terms above;
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	shall mean Monday to Friday excluding English bank and public holidays.

NEC

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Commercial in Confidence

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company number 00968498. VAT number 202 159 745.

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