

Dated

2010

- (1) NORTH EAST LINCOLNSHIRE COUNCIL
- (2) BALFOUR BEATTY WORKPLACE LIMITED

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Council Supplied Services Agreement  
Schedule 25

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**DATED**

**2010**

**(1) NORTH EAST LINCOLNSHIRE BOROUGH COUNCIL**

**- and -**

**(2) BALFOUR BEATTY WORKPLACE LIMITED**

**SUPPORT SERVICES  
AGREEMENT**

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## CONTENTS

1.	DEFINITIONS AND INTERPRETATION .....	2
2.	TERM .....	4
3.	SUPPLY OF SERVICES.....	4
4.	CHANGES TO SERVICES .....	5
5.	OBLIGATIONS.....	6
6.	CHARGES.....	7
7.	INTELLECTUAL PROPERTY .....	8
8.	LIABILITY.....	8
9.	TERMINATION.....	10
10.	CONSEQUENCES OF TERMINATION .....	10
11.	DISPUTE RESOLUTION.....	11
12.	INDEMNITIES.....	11
13.	DATA PROTECTION.....	11
14.	CONFIDENTIALITY.....	13
15.	FORCE MAJEURE .....	13
16.	ASSIGNMENT NOVATION AND SUB-CONTRACTING .....	13
17.	NOTICES.....	14
18.	ANNOUNCEMENTS.....	14
19.	FURTHER ASSURANCE.....	14
20.	SEVERANCE.....	14
21.	THIRD PARTIES .....	14
22.	COSTS.....	15
23.	NO PARTNERSHIP OR AGENCY.....	15
24.	WAIVER AND CUMULATIVE REMEDIES.....	15
25.	ENTIRE AGREEMENT.....	15
26.	GOVERNING LAW AND JURISDICTION .....	16

**BETWEEN**

- (1) **NORTH EAST LINCOLNSHIRE BOROUGH COUNCIL** of Municipal Offices, Town Hall Square, Grimsby DN3 1HU ("**Council**"); and
- (2) **BALFOUR BEATTY WORKPLACE LIMITED** a company incorporated in England under number 00598379 whose registered office is at 10th Floor, Marlowe House, 109 Station Road, Sidcup, Kent DA15 7BH ("**BBW**").

**BACKGROUND**

- A Pursuant to an agreement of even date between the parties hereto ("**Services Agreement**"), the Council has agreed to purchase certain physical regeneration, property, professional and technical services from BBW.
- B In connection with the provision of the services referred to in paragraph A above, BBW requires the provision of the Services which the Council will provide on the terms and conditions set out in this Agreement.

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"**Agreement**" means this agreement and the appendices hereto;

"**Change Request**" shall have the meaning given in clause 4.1;

"**Service Commencement Date**" means 1 July 2010;

"**Force Majeure Event**" means an event of Force Majeure (as defined in the Services Agreement);

"**ICT Services**" means the services set out in Appendix 2 to this Agreement;

**"Intellectual Property"** means:

- (a) patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights and design rights, semiconductor topography rights, trade marks, service marks, logos, domain names, business names, trade names, moral rights;
- (b) all registration or applications to register any of the rights referred to in paragraph (a); and
- (c) rights in the nature of any of the rights referred to in paragraph (a) including rights in the nature of unfair competition rights to sue for passing-off and rights having equivalent or similar effect to and the right to apply for any of the rights listed in this definition, in any country or jurisdiction;

**"Law"** has the meaning given to it in the Services Agreement;

**"Payroll Services"** means the services set out in Appendix 1 to this Agreement;

**"Partnership Director(s)"** has the meaning given to it in the Services Agreement;

**"Services"** means the services to be provided by the Council comprising the ICT Services and Payroll Services as set out in the appendices to this Agreement;

**"Term"** shall have the meaning given in clause 2 of this Agreement;

**"Termination Date"** means the date on which this Agreement terminates in accordance with its terms;

**"Warranty Agreement"** means the warranty deed entered into between the parties on or around the date of the Services Agreement; and

**"Working Day"** means a day (other than Saturday or Sunday) on which the banks are ordinarily open for business in the City of London.

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 the words "including" and "include" and words of similar effect shall not be deemed to limit the effect of the related general words;

- 1.2.2 reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated from time to time;
- 1.2.3 words importing persons shall include natural persons, bodies corporate, incorporated associations and partnerships (whether or not any of them have separate legal personality) and vice versa;
- 1.2.4 words importing the singular shall include the plural and vice versa;
- 1.2.5 words importing any one gender shall include either other gender;
- 1.2.6 construction of this Agreement shall ignore the headings, contents list and front sheet (all of which are for reference only);
- 1.2.7 references to a numbered clause or appendix are references to the clause or appendices of or to this Agreement so numbered; and
- 1.2.8 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

## **2. TERM**

Unless terminated earlier in accordance with clause 9, this Agreement shall be deemed to come into force on the Service Commencement Date and shall continue until the expiry or earlier termination of the Services Agreement ("**Term**").

## **3. SUPPLY OF SERVICES**

- 3.1 Subject to clause 9, the Council shall provide the Services to BBW throughout the Term.
- 3.2 The parties shall co-operate with each other in relation to obtaining any necessary licences, permits, approvals or third party consents ("**Consents**") which are required for the provision of the Services. [The Council shall bear the cost of obtaining any Consents, provided that BBW shall be responsible for the cost of any third party licence fees in respect of the M-3 and E-financials systems where such licences are required for BBW's use of those systems and the Council is unable, using reasonable endeavours, to obtain licences for such use by BBW without the Council being required to pay licence fees.]

- 3.3 The Council shall use reasonable endeavours to provide the Services:
- 3.3.1 in accordance with the policies and practices of the Council which prevailed before the Service Commencement Date and as such are amended thereafter from time to time;
  - 3.3.2 in accordance with applicable Law; and
  - 3.3.3 to a standard that shall allow BBW to provide the services that it is required to provide pursuant to the terms of the Services Agreement in accordance with the terms set out in the Services Agreement.

#### 4. CHANGES TO SERVICES

- 4.1 Subject to paragraph 2 of Appendix 2, if at any time either party wishes to make any change to the Services, such party will submit to the other party a reasonably detailed written request for the change ("**Change Request**") signed by an authorised representative.
- 4.2 If either party considers that the time necessary to evaluate and respond to any Change Request may result in a delay in performance or otherwise impair the provision of the Services, such party will notify the other party and the parties will not take action with respect to the Change Request until they have agreed a mutually appropriate course of action.
- 4.3 If the parties agree to implement a Change Request, the relevant changes to this Agreement will be recorded in writing and signed by the Partnership Directors. For the avoidance of doubt, neither party is obliged to proceed with a Change Request unless and until it is so authorised.
- 4.4 Upon termination of any Services pursuant to this Agreement the provisions of clause 10 shall apply in relation to the termination of such Services but without prejudice to the remainder of this Agreement.
- 4.5 The parties agree that in carrying out any Impact Assessment under the Services Agreement they shall (as part of their respective obligations) take into account the impact on and any necessary changes to the Services under this Agreement.

## 5. OBLIGATIONS

### 5.1 BBW shall:

- 5.1.1 on reasonable notice and during business hours, give any of the Council's employees, agents or sub-contractors reasonable access to its facilities to the extent required in connection with the provision of the Services;
- 5.1.2 ensure that its authorised representatives whose decisions are necessary for the performance of the Services are available at all reasonable times on reasonable notice for consultation with the Council on any matter relating to the Services and in accordance with the governance processes set out in Schedule 15 (Partnership Framework) of the Services Agreement; and
- 5.1.3 take reasonable steps to ensure the safety of the Council's employees, agents or sub-contractors who visit BBW's premises, including procuring that its own employees, agents and sub-contractors comply with all relevant Laws and codes of practice relating to health and safety and security in force from time to time.

### 5.2 The Council shall:

- 5.2.1 ensure that its authorised representatives whose decisions are necessary for the performance of the Services are available at all reasonable times on reasonable notice for consultation with BBW on any matter relating to the Services and in accordance with the governance processes set out in Schedule 15 (Partnership Framework) of the Services Agreement; and
- 5.2.2 procure that its employees, agents and sub-contractors shall, whilst on BBW's premises, comply with all relevant Laws and codes of practice relating to health and safety and security in force from time to time, provided that any changes to such practices are notified to them by BBW in advance.

### 5.3 The parties agree that the governance of this Agreement shall be carried out in accordance with and as part of the governance processes under Schedule 15 (Partnership Framework) of the Services Agreement, including, for the avoidance of



doubt, that the Operational Board (as defined in the Services Agreement) shall have day-to-day oversight of the Services.

## **6. CHARGES**

- 6.1 The Council agrees with BBW that the ICT Services and Payroll Services provided to BBW by the Council throughout the Term shall be provided in consideration for [REDACTED]  
[REDACTED]  
[REDACTED] in respect of such services which shall be funded from the budget allocated to BBW under the Services Agreement for expenditure on support services.
- 6.2 Without prejudice to the arrangements for funding of the Services set out in clause 6.1, the Council may additionally from time to time invoice BBW for such amounts as reflect any increase in the cost to the Council of providing the Services arising from (a) any Change Request and/or (b) BBW's use of the Services in the delivery of services by BBW to third parties.
- 6.3 BBW agrees to pay all amounts payable to the Council under this Agreement in accordance with the Council's applicable payment terms from time to time which as at the Service Commencement Date require payment within 21 days from the date of the Council's invoice.
- 6.4 Without prejudice to any other right or remedy, the Council reserves the right (at its sole discretion) to set off any amount owing at any time from the Partner to the Council in connection with this Agreement against any sums payable by the Council to the Partner under this Agreement and/or the Services Agreement.
- 6.5 Neither the Council nor the Partner expect to benefit from this Agreement in respect of VAT or other taxation. Consequently the following process will operate on the invoicing for such services:
- 6.1.1 Council raises the invoice (Debtor Account) for the relevant service fee plus VAT.
  - 6.1.2 Council accounts for VAT to HMRC.
  - 6.1.3 Invoice marked VAT only to be paid.

6.1.4 Partner pays VAT only portion to the Council.

6.1.5 Partner accounts for transaction and reclaims VAT from HMRC.

The intention of the above process is to ensure that both parties are in a neutral cash position.

## **7. INTELLECTUAL PROPERTY**

7.1 BBW's rights to use and have access to Intellectual Property (including but not limited to software and systems) owned or used by the Council shall be limited to its rights to receive the Services as set out in this Agreement. Except for such rights, neither party shall by virtue of this Agreement have any rights to the Intellectual Property owned by the other.

7.2 Neither party shall do or omit to do, or authorise any third party to do, or omit to do, any act which could invalidate the Intellectual Property or be inconsistent with the rights, ownership or use (as the case may be) of Intellectual Property of the other party or any third party.

7.3 BBW shall at all times comply with the terms of any third party licences applicable to BBW's use or receipt of the Services (including any software it uses as part of the ICT Services), and BBW shall procure such compliance by any individual or third party who BBW permits to use, receive or benefit from the Services.

## **8. LIABILITY**

8.1 If and to the extent that the Council fails to deliver the Services or any of them in accordance with this Agreement and such failure causes or materially contributes to BBW being in breach of its obligations under the Services Agreement or failing to achieve any of the service levels contained therein, clause 8.1 of the Services Agreement shall apply.

8.2 The provisions of clause 8.1 above shall constitute BBW's remedy against the Council for non-performance of the Services by the Council, and, subject to clause 8.3 and 8.6, BBW may recover its direct losses incurred arising out of any such failure by the Council.

- 8.3 To the extent that the Council relies on any third party utility, telephone or internet supplier to be able to provide the Services (but not any subcontractor or supplier engaged by the Council to provide any aspect of the Services), clause 8.1 of the Services Agreement shall apply but the Council shall not be further liable to BBW in the event that a failure to provide the Services is attributable to the act or omission of such third party.
- 8.4 All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non supply or delay in supplying the Services are excluded to the extent permitted by law.
- 8.5 Nothing in this Agreement shall operate to exclude or restrict either party's liability for:
- 8.5.1 death or personal injury resulting from its negligence;
  - 8.5.2 breach of the obligations arising from section 12 of the Sale of Goods Act 1979 or section 2 of the Supply Goods and Services Act 1982;
  - 8.5.3 fraud or fraudulent misrepresentation; or
  - 8.5.4 any other matters which cannot be excluded or limited by law.
- 8.6 Subject to clause 8.5, to the extent that the Council may be liable under this Agreement:
- 8.6.1 the Council's exclusions and limitations of liability under the Services Agreement (including in clause 48) shall apply and shall govern the Council's liability; and
  - 8.6.2 without prejudice to the Council's overall limitations of liability under the Services Agreement, the Council's liability whether in contract (including pursuant to indemnities given by the Council pursuant to this Agreement), tort (including negligence) or otherwise under or in connection with this Agreement shall not exceed in aggregate [REDACTED], provided that:
    - (a) in respect of liability arising in connection with the ICT Services, the Council's aggregate liability in any 12 month period from the Service

Commencement Date shall not exceed an amount equal to the value of the funding allocated to the ICT Services in the Council's Regeneration Support Services Recharge Model for such 12 month period; and

(b) in respect of liability arising in connection with the Payroll Services, the Council's liability shall not exceed the amount of [REDACTED]

8.6.3 Where the Council reaches or exceeds its maximum aggregate cap on liability referred to in clause 8.6.2a or 8.6.2b, the parties may agree in writing to a revised cap provided always such agreement is without prejudice to the prior liability of the Council. Where the Council does not consent to revise the cap then BBW shall be entitled to terminate the relevant Service which has been the subject of Council non performance and has caused the Council to exceed its cap (being either the ICT Service or the Payroll Service) upon thirty (30) days written notice to the Council.

**9. TERMINATION**

9.1 Either party may, without prejudice to its other rights or remedies, terminate this Agreement with immediate effect by written notice to the other if the other commits a material breach of this Agreement and, if the breach is capable of remedy, fails, within 30 days of receipt of written notice giving full details of the breach and requiring it to be remedied and stating that a failure to remedy the breach may give rise to termination under this clause 9.1, to either (a) remedy the breach or (b) reasonably demonstrate (taking into account the nature and scale of the breach) that the breach can be remedied.

9.2 This Agreement shall terminate with immediate effect if the Services Agreement terminates for any reason whatsoever.

**10. CONSEQUENCES OF TERMINATION**

10.1 Upon termination of the provision of all or any of the Services under this Agreement all rights and obligations of the parties in respect of those Services shall cease to have effect except that termination shall not affect:

10.1.1 accrued rights and obligations of the parties in respect of those Services as at the date of termination of such Services (but for the avoidance of doubt the Council is

not obliged to comply with any orders to the extent they relate to the period after termination); and/or

10.1.2 any express obligations in this Agreement which is of a continuing nature including the following clauses 6, 7, 8, 9, 10, 11, 12, 13, 14, 21, 24, 25 and 26.

10.2 On expiry or termination of this Agreement or provision of all or any of the Services under this Agreement, the Council agrees to provide reasonable cooperation and support to BBW to help ensure continuity of services to the Council under the Services Agreement, including where applicable providing reasonable assistance to ensure an orderly handover of responsibility for the provision of the Services to BBW or a third party replacement provider.

## **11. DISPUTE RESOLUTION**

11.1 In the event of any dispute or difference arising between the parties in connection with this Agreement, the parties shall attempt to resolve such dispute or difference in accordance with the dispute resolution procedures set out in clause 46 of the Services Agreement.

## **12. INDEMNITIES**

12.1 Subject to clause 8, each party ("Party 1") shall be liable for and shall release and indemnify the other party ("Party 2") from and against all and any liability which Party 2 may suffer or incur in respect of all or any of the following matters:

12.1.1 death and/or personal injury to persons; and

12.1.2 loss of or damage to property (real and personal),

in each case to the extent caused by a breach of this Agreement by Party 1 or by the negligence of Party 1 or its personnel or subcontractors.

## **13. DATA PROTECTION**

13.1 For the purposes of this clause 13 the expressions "personal data", "data controller", "data processor", "data subject" and "process" shall have the meanings given to them in Section 1(1) of the Data Protection Act 1998 ("**DPA**") and references to the "Information Commissioner" shall mean the person appointed under the provisions of Section 6 of the Data Protection Act 1998.

- 13.2 In the course of the Council providing the Services under this Agreement, it may be necessary for the Council to have access to personal data belonging to or retained by BBW and for the Council to process that personal data on behalf of BBW. For the purposes of this clause 13, BBW shall be the data controller and the Council shall be the data processor.
- 13.3 Where the Council processes the personal data on behalf of BBW, the Council shall:
- 13.3.1 process such personal data only in accordance with the terms of this Agreement;
  - 13.3.2 process such personal data in accordance with any instructions given by BBW from time to time;
  - 13.3.3 process such personal data only to the extent and in such manner as is necessary for the provision of the Services or as is required by Law or any regulatory body;
  - 13.3.4 in relation to the processing of such personal data, not knowingly do, or cause or permit to be done, anything which may result in a breach by BBW of applicable Laws, regulations, regulatory requirements and codes of practice, guidance and instructions of the Information Commissioner; and
  - 13.3.5 promptly notify BBW if it receives a request from a data subject to have access to personal data or any other complaint or request relating to BBW's obligations under the DPA and provide full cooperation and assistance to BBW in relation to any such complaint or request (including, without limitation, by allowing data subjects to have access to their personal data.
- 13.4 Except as otherwise agreed in writing with BBW or in accordance with BBW's express instructions, the Council shall not:
- 13.4.1 process the personal data outside the European Economic Area ("**EEA**");  
or
  - 13.4.2 transfer the personal data outside the EEA.

13.5 The Council shall, having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures to protect against:

13.5.1 the unauthorised or unlawful processing of the personal data; and/or

13.5.2 the accidental loss or destruction of, damage to, or alteration or disclosure of the personal data,

to ensure a level of security appropriate to: (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage in relation to the personal data; and (b) the nature of the personal data to be protected.

13.6 The Council shall take reasonable steps to ensure the reliability of any of their own employees who have access to the personal data processed by the Council under this Agreement.

#### **14. CONFIDENTIALITY**

14.1 Each party shall treat any Confidential Information (as defined in clause 59.4 of the Services Agreement) of the other party which it obtains in connection with this Agreement in accordance with the provisions of clause 59 of the Services Agreement.

#### **15. FORCE MAJEURE**

15.1 If a party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then the provisions of clause 68 of the Services Agreement shall apply.

#### **16. ASSIGNMENT NOVATION AND SUB-CONTRACTING**

16.1 Neither party shall assign, novate or deal in any way with all or any part of the benefit of, or its rights or benefits under, this Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed).

16.2 The Council may sub-contract all or any of its obligations under this Agreement and/or the performance of any Service (or part thereof) to a sub-contractor without the prior written consent of BBW. The Council shall notify BBW in writing in the event that the Council decides to appoint any such sub-contractor from time to time.

**17. NOTICES**

17.1 Any notice given by one party to another under this Agreement shall be in accordance with clause 73 of the Services Agreement.

**18. ANNOUNCEMENTS**

Neither party shall make or permit any person connected with it to make any announcement concerning this Agreement or any ancillary matter on or after the date of this Agreement except as required by law or any competent regulatory body or with the written approval of the other party (such approval not to be unreasonably withheld or delayed).

**19. FURTHER ASSURANCE**

Each party shall at the request and cost of the other use all reasonable endeavours to do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this Agreement.

**20. SEVERANCE**

20.1 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

20.2 If any provision of this Agreement is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

**21. THIRD PARTIES**

A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.



**22. COSTS**

Each party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of this Agreement and all other documents completed in accordance with its provisions.

**23. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to create a partnership between the parties, or to authorise either party to act as agent for the other. Save where expressly stated in this Agreement, neither party shall have authority to make representations, act in the name or on behalf of or otherwise to bind the other.

**24. WAIVER AND CUMULATIVE REMEDIES**

24.1 The rights and remedies provided by this Agreement may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of this Agreement or of a default under this Agreement shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

24.2 The rights and remedies provided by this Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

**25. ENTIRE AGREEMENT**

25.1 This Agreement, the Warranty Agreement and the Services Agreement constitute the entire agreement and understanding between the parties in respect of the matters dealt within them and supersede any previous agreement between the parties relating to such matters.

25.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement, the Warranty Agreement or the Service Agreement.

25.3 Nothing in this clause 25 shall operate to exclude either party's liability for fraudulent misrepresentation or fraud.

**26. GOVERNING LAW AND JURISDICTION**

26.1 This Agreement and any dispute, claim or matter arising out of or in relation to this Agreement shall be governed by, and construed in accordance with the law of England and Wales.

26.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any dispute, claim or matter arising from or in connection with this Agreement.

**IN WITNESS** whereof the parties have executed this Agreement as a deed the day and year first above written.

The Common Seal of **NORTH EAST** )  
**LINCOLNSHIRE COUNCIL** was hereunto ) *SEAL*  
affixed in the presence of ♦ )

Witness signature: .....

Witness name: .....

Executed and delivered as a deed by )  
**BALFOUR BEATTY WORKPLACE** )  
**LIMITED** acting by its duly appointed )  
attorney  
in the presence of a witness

.....  
Director

Witness signature: .....

Witness name: .....

Witness address: .....

Witness occupation: .....

## APPENDIX 1

### Payroll Services

The Council shall provide the services set out in this appendix in accordance with the terms of this Agreement:

#### **1. Service Description**

The Council will provide a full payroll service processing gross to net pay calculations, making monthly payment by BACS or cheque and will provide all information to complete statutory returns, application of court orders and other documentation within agreed deadlines.

#### **2. The Council's Responsibilities**

2.1 The Council shall:

2.1.1 input employee information into the payroll system;

2.1.2 process input to calculate gross and net pay taking into account all legislative and occupational requirements;

2.1.3 administer the occupational and statutory sick pay schemes;

2.1.4 administer the occupational and statutory maternity, paternity and adoption pay schemes;

2.1.5 implement the increase of gross pay by increments;

2.1.6 send and receive agreed forms for in-year changes to and from HM Revenue and Customs (HMRC) using EDI (subject to the approval of HMRC);

2.1.7 update employee records with tax code changes notified from HMRC via EDI (subject to the approval of HMRC);

2.1.8 process pay awards in accordance with national and local agreements, calculating arrears as necessary;

2.1.9 calculate and implement changes in respect of all other national and local pay related expenses and allowances;

2.1.10 process all voluntary and statutory deductions and/ or allowances;

2.1.11 correct any errors made by the Council and notify the employee of the error;

2.1.12 process and administer mileage and expenses claims;

- 2.1.13 provide costing and management information in agreed format and content for each pay cycle to allow deductions from payroll to be balanced to control accounts;
- 2.1.14 provide, in accordance with agreed timetables, all information for the monthly payment of Statutory deductions to HMRC, Local Government Pension Scheme (LGPS) and other appropriate bodies;
- 2.1.15 provide, in accordance with agreed timetables, all information for the monthly payment of Non Statutory deductions to third parties;
- 2.1.16 ensure BACS transmissions and cheque production are made in accordance with agreed timetable;
- 2.1.17 ensure the payroll system is kept updated for all changes in relation to tax, National Insurance and pension contributions;
- 2.1.18 provide, in accordance with agreed timetables, all information required for the balancing and submission of year end data to HMRC, LGPS and other appropriate bodies as agreed;
- 2.1.19 provide advice in respect of tax and National Insurance regulations and LGPS;
- 2.1.20 ensure interim and special payments to employees are processed in accordance with agreed procedures;
- 2.1.21 ensure emergency “on account” payments are recovered from the next salary payment due;
- 2.1.22 produce a confidential pay advice (payslip) detailing gross and net pay and all deductions and allowances made for every employee in receipt of a payment and send to the employees place of work by no later than pay day;
- 2.1.23 produce an annual timetable detailing agreed deadlines for the submission of payroll related documentation;
- 2.1.24 ensure the appropriate documentation is provided to the administrators of the LGPS in relation to leavers, changes to hours, changes to names and addresses for employees who are a member of the scheme;
- 2.1.25 produce a P60 for all current employees as at 5 April each year; and
- 2.1.26 all starter and leaver documentation (including in respect of leavers a P45) will be issued and processed within agreed timescales to comply with Statutory regulations.
- 2.1.27 provide documentary evidence of P35 reconciliation on a monthly basis and as part of YE
- 2.1.28 provide BBW with advance notification (one month) of employees where Occupational Sick Pay will expire

## 2.2 **Service Standards**

The Council will:

- 2.2.1 deal with customers courteously and promptly;
- 2.2.2 take all reasonable steps to ensure the security of customer information;
- 2.2.3 comply with any Statutory legislation affecting provision of the Service;
- 2.2.4 ensure that they communicate any matters raised by the LGPS administrators and HMRC relating to employees directly with individuals and/or the Company and its managers as appropriate;
- 2.2.5 ensure the Payroll Office will be available to answer any enquiries from the Company and its employees during the following periods:
  - Monday to Friday                      9.00am to 5.00pm
  - (Excluding weekends, bank and Statutory holidays);
- 2.2.6 ensure complete compliance with the requirements of the Data Protection Act 1998 (and any subsequent amendments or variations to it); and
- 2.2.7 ensure that all electronic data is backed up regularly and held in a discreet secure environment.

### 2.3 **Performance Standards**

The Council will work to the following standards:

- 2.3.1 Respond to enquiries and queries:
  - a) in writing within 10 days from receipt;
  - b) by personal visit within 2 minutes; and
  - c) by telephone within the standards laid down by the Council;
- 2.3.2 Supply complaints response:
  - a) acknowledgement within 5 days; and
  - b) full response within 10 working days.
- 2.3.3 Apply pay awards to next available pay period (subject to an agreed notice period) – Target 100%;
- 2.3.4 Recover pay advances in next available pay period – Target 100%;
- 2.3.5 Ensure BACS files are transmitted a minimum of 2 days before pay day – Target 100%;
- 2.3.6 Provide all information for balancing and payment purposes 2 days before pay day – Target 100%;

- 2.3.7 Process all pay related information received within the agreed deadlines in the next available payroll cycle – Target 100%.

### **3. BBW's Responsibilities**

- 3.1 BBW will:
  - 3.1.1 provide a full up to date list of authorised signatories;
  - 3.1.2 provide a list of contacts together with telephone numbers;
  - 3.1.3 provide all information needed to process the payroll in a format approved by the council and in accordance with the required timescales;
  - 3.1.4 ensure the Council is aware of all local conditions of service and local pay rates which the Company (acting reasonably) wishes to implement;
  - 3.1.5 ensure all pay related information is received by the Council within the agreed deadlines;
  - 3.1.6 provide narrative for any payslip message;
  - 3.1.7 notify employees of errors caused due to incorrect or late submission of payroll documentation;
  - 3.1.8 ensure the monthly value of BACS and cheque payments paid on behalf of the Company is reimbursed to the Council by no later than pay day;
  - 3.1.9 be responsible for the payment of Statutory and Non Statutory monthly payments to HMRC, LGPS and other appropriate bodies; and
  - 3.1.10 be responsible for the completion and submission on behalf of its employees HMRC P35/P14, P11D Employers return and other Statutory returns.

## **APPENDIX 2**

### **ICT Services**

Subject to BBW's compliance with the Council's ICT policies and procedures notified from time to time and BBW's obligations under the Services Agreement (including in clause 14) in respect of the Council ICT Environment (as defined in the Services Agreement), the Council shall provide the services set out in this appendix in accordance with the terms of this Agreement:

#### **Part 1: Principles**

1. The Council shall, to the extent necessary to enable BBW to perform its obligations under the Services Agreement:
  - 1.1 permit BBW to receive and benefit from the Council ICT services described in the Service Catalogue at Part 2 below;
  - 1.2 permit BBW to use the Council's voice and data infrastructure and network to buildings occupied or used by BBW as reasonable necessary for the delivery of services under the Services Agreement;
  - 1.3 have in place a firewall port to enable Council access to BBW's Citrix Farm and Intranet in accordance with protocols to be agreed in writing by the parties;
  - 1.4 make available ICT equipment necessary to connect to the Council ICT Environment, including PCs, printers, servers and mobile devices;
  - 1.5 make available fixed and mobile telephony services, provided that BBW shall be responsible for all recurring charges associated with BBW's and its personnel's use of such telephony services including line rental (in the case of mobile telephony) and call charges;
  - 1.6 make available for BBW's use the systems set out in the list in Part 4 below subject to as provided in Part 4 with regard to the M-3 and E-financials systems;
  - 1.7 permit BBW to use the Council's ICT infrastructure, which as at the Service Commencement Date is as shown in the diagram at Part 3 below;
  - 1.8 permit BBW to use the data storage solution currently being developed by the Council to enable enforcement of quotas;

2. Any changes either party wishes to make to the Service Catalogue or any other aspect of the ICT Services during the Term shall be dealt with by a Change Request provided that (notwithstanding clause 4):
  - 2.1 this requirement shall not apply where the Council wishes to make a change to the Council ICT Environment which is not specific to the ICT Services and/or does not materially adversely affect the ICT Services;
  - 2.2 neither party's agreement to any Change Request from the other party shall be unreasonably withheld or delayed.
3. The parties' nominated IT personnel shall meet to review delivery of the ICT Services and to discuss any issues arising out of the ICT Services at the times set out in the Service Catalogue and at any other times reasonably requested by either party. Such personnel shall be responsible for endeavouring to resolve any issues in good faith, except where the Service Catalogue specifies an alternative process which must be followed for resolving particular issues. Where such personnel are unable to resolve any issue within 20 Working Days in which case the issue shall be referred to the Partnership Board (as defined in the Services Agreement) for resolution.



## **Part 2: Council's Service Catalogue**

In the Service Catalogue below, “we” shall mean the Council and “you” or “Regeneration Partner” shall mean BBW.



NELincs Service  
Catalogue Regen dra

### Part 3: ICT infrastructure



NELC ICT Network  
Diagram Rev 1.pdf

#### Part 4: List of relevant Council ICT Systems



Regen\_Appsv4.xls