

## SCHEDULE 2: Services

### Introduction

This Schedule sets out the Services to be provided by the Contractor to the BBC under this Agreement.

Annex 1 includes a list (which is not exhaustive) of words and phrases that are referred to in the definition of Complaint set out in Schedule 1 (**Definitions**) to this Agreement.

### **Analytics**

#### **1 Customer Analytics**

- 1.1 The Contractor shall for Customers on Instalment Schemes including for the purpose of their retention develop, evaluate, refine and implement the Customer Analytics models to:
  - 1.1.1 provide specialist recommendations and techniques to retain, and where appropriate, to increase payments from Customers on the Instalment Schemes, for input to the Marketing Strategy in accordance with paragraph 3 of this Schedule 2;
  - 1.1.2 develop and evaluate the segmentation of Customers on the Instalment Schemes, for the purpose of planning and executing a Contact Strategy in accordance with paragraphs 4 and 5 of this Schedule 2;
  - 1.1.3 develop, evaluate and refine data analysis techniques to understand the behaviour of Customers on the Instalment Schemes, including contact and payment history in order to increase net revenue collection;
  - 1.1.4 work in partnership with the Marketing Provider and the BBC to analyse the outcome of Contact Strategies, and to identify the propensity of Customers on the Instalment Schemes to respond to communications and maintain payments;
  - 1.1.5 use feedback from Customer Analytics to provide evidence that the Services meet the BBC's obligations in respect of the Equality Act 2010 and identify any relevant new equality opportunities; and
  - 1.1.6 provide regular analysis and reports to the BBC to evidence the outcomes and conclusions drawn from the activities set out in paragraphs **Error! Reference source not found.** to 1.1.5.
- 1.2 The Contractor shall work in partnership with the Marketing Provider and the BBC to contribute to the development, evaluation, refinement and implementation of all Customer Analytics (including the Customer Analytics for which the Marketing Provider is responsible) and shall ensure that the work it undertakes is complementary to the undertakings of the BBC and the Marketing Provider.

**2 Operational Analytics**

- 2.1 The Contractor shall develop, evaluate, refine and implement the Operational Analytics models to:
- 2.1.1 understand business process efficiency in order to identify savings and operational performance improvement opportunities;
  - 2.1.2 critically examine the demands on resources for front and back office, field and technology, and develop a resource plan to support the operation;
  - 2.1.3 understand field visiting processes and outcomes to optimise the deployment of field resources;
  - 2.1.4 improve the Customer journey, ensuring first time contact resolution, process improvement initiatives and reduce cost to serve;
  - 2.1.5 ensure that Customer transactions and requests are processed accurately and to an acceptable quality;
  - 2.1.6 provide assistance in the development of the Marketing Strategy in particular relating to the capacity and capability of the operational resources required, in accordance with paragraph 3 of this Schedule 2;
  - 2.1.7 provide feedback from Operational Analytics to the BBC, to document evidence that the Services meet the BBC's obligations in respect of the Equality Act 2010 and identifies any relevant new equality opportunities;
  - 2.1.8 provide data as requested by the BBC or its partners in order to understand Customer campaign results and to improve the efficiency of future campaigns; and
  - 2.1.9 provide regular analysis and reports to the BBC to evidence the outcomes and conclusions drawn from the activities set out in paragraphs 2.1.1 to 2.1.8.
- 2.2 The Contractor shall ensure that the work it undertakes for the Operational Analytics Models set out in paragraph 2.1 is complementary to the undertakings of the BBC and Marketing Provider.

**Marketing****3 Marketing Strategy**

- 3.1 The Contractor shall participate in the planning process to develop the Marketing Strategy and the Marketing Plan including to:
- 3.1.1 provide advice and recommendations arising from its provision of Operational Analytics and Customer Analytics;
  - 3.1.2 review drafts and provide feedback to the Marketing Provider on proposals, reports and Management Information, contribute at meetings (including planning and business unit meetings) and workshops, and provide access to data to the BBC and the Marketing Provider;

- 3.1.3 accept, comply with, and confirm that it has the necessary resources in place to comply with, the Marketing Strategy and the Marketing Plan as approved by the BBC; and
- 3.1.4 provide regular analysis and reports to the BBC to evidence the outcomes and conclusions drawn from the activities set out in paragraphs 3.1.1 to 3.1.3.

#### **4 Segmentation Strategy**

- 4.1 The Contractor shall participate in and contribute to the continuous development and refinement of the Segmentation Strategy produced by the Marketing Provider including to:
  - 4.1.1 provide advice and recommendations arising from its provision of Operational Analytics and Customer Analytics;
  - 4.1.2 review drafts and provide feedback to the Marketing Provider on proposals, reports and Management Information, contribute at meetings (including planning and business unit meetings) and workshops, and provide access to data to the BBC and the Marketing Provider;
  - 4.1.3 accept and comply with, and confirm that it has the necessary resources in place to comply with, the Segmentation Strategy as approved by the BBC; and
  - 4.1.4 provide regular analysis and reports to the BBC to evidence the outcomes and conclusions drawn from the activities set out in paragraphs 4.1.1 to 4.1.3.
- 4.2 The Contractor shall continuously develop and refine the Segmentation Strategy for Customers on the Instalment Schemes and in doing so shall:
  - 4.2.1 provide proposed Segmentation Strategy to, and consider feedback from, the Marketing Provider;
  - 4.2.2 confirm to the BBC that it has the necessary resources in place to deliver the Segmentation Strategy;
  - 4.2.3 submit the Segmentation Strategy for approval by the BBC through the marketing governance process set out in paragraph 4.1 of Schedule 4 (**Governance**); and
  - 4.2.4 provide regular analysis and reports to the BBC to evidence the outcomes and conclusions drawn from the activities set out in paragraphs 4.2.1 to 4.2.3.

#### **5 Contact Strategy**

- 5.1 The Contractor shall contribute to the continuous development and refinement of the Contact Strategy produced by the Marketing Provider including to:
  - 5.1.1 provide advice and recommendations arising from its provision of Operational Analytics to support development of the Contact Strategy;
  - 5.1.2 review drafts and provide feedback to the Marketing Provider on proposals, reports and Management Information, contribute at meetings (including planning and business unit

- meetings) and workshops, and provide access to data to the BBC and the Marketing Provider;
- 5.1.3 accept and comply with, and confirm that it has the necessary resources in place to comply with, the Contact Strategy approved by the BBC; and
- 5.1.4 provide regular analysis and reports to the BBC to evidence the outcomes and conclusions drawn from the activities set out in paragraphs 5.1.1 to 5.1.3.
- 5.2 The Contractor shall develop, implement and continually improve the Contact Strategies for Customers on Instalment Schemes for the purpose of their retention in accordance with the following:
- 5.2.1 provide advice and recommendations arising from its provision of Customer Analytics and Operational Analytics to support development of the Contact Strategy;
- 5.2.2 ensure that the Contract Strategy is consistent with, and kept updated in accordance with, the Marketing Plan;
- 5.2.3 submit the Contact Strategy for approval by the BBC and in doing so, shall ensure that the effectiveness of the Contact Strategy is measured in terms of the benefits delivered and regularly reported to the BBC.
- 5.2.4 ensure a Customer at a Licensable Place experiences only one Contact Strategy at any one time, which is the most appropriate to the Customer's needs and payment history;
- 5.2.5 work with the Marketing Provider and the BBC to agree business rules to identify the appropriate point to move Customers to an alternative Contact Strategy; and
- 5.2.6 provide regular analysis and reports to the BBC to evidence the outcomes and conclusions drawn from the activities set out in paragraphs 5.2.1 to 5.2.5.
- 5.3 The Contractor shall plan the contact centre, back office and field resources, and systems capacity to handle inbound and outbound Customer contacts in response to all Contact Strategies across all relevant channels to include telephone, Interactive Voice Response, SMS, email, web, mail and field visiting.
- 5.4 The Contractor is required on a monthly basis to supply the BBC with a rolling quarterly forecast of inbound contact for each channel for which they are responsible including (but not limited to):
- 5.4.1 inbound agent handled calls;
- 5.4.2 inbound IVR handled calls
- 5.4.3 inbound emails
- 5.4.4 web transactions; and
- 5.4.5 text messages;

- 5.5 The Contractor is authorised, subject to the BBC's written prior approval, to amend its forecasted volumes of outbound activity associated with the Contract Strategies for which it is responsible as set out in Schedule 17 (**Tender Documentation**).
- 5.6 The Contractor shall ensure that the output from all Customer segmentation techniques are used to prioritise visits and that the visit contact method is appropriate and proportionate for each Customer.

## **6 Campaign execution**

- 6.1 The Contractor shall provide and maintain the fulfilment of Customer communication campaigns as defined by the Contact Strategies (whether developed by the Marketing Provider or by the Contractor), including to:
- 6.1.1 execute campaign steps (e.g. outbound calling and field resources) and manage Customer responses;
  - 6.1.2 ensure campaign data is available to the Marketing Provider's fulfilment house by 10:00 daily;
  - 6.1.3 collect and provide accurate Customer contact details and other necessary accurate data to the Marketing Provider to support the execution of all campaigns;
  - 6.1.4 use the Marketing Provider for all creative work associated with the Contractor's own Contact Strategies;
  - 6.1.5 support the execution of Customer communication campaigns by enabling links between databases and a closed feedback loop for example, email bounce back, Returned Mail or wrong number, to ensure visibility to the Marketing Provider and, where applicable, the BBC;
  - 6.1.6 ensure that such activities in this paragraph 6 meet the BBC's obligations in respect of the Law, the BBC Policies and Standards including:
    - (a) providing for alternative format campaign communications (e.g. Braille, large print, audio, easy read, telephone, textphone, and multi-lingual telephone service);
    - (b) keeping records of individual Customer needs relating to paragraph 6.1.6(a) including recording where the fulfilment of campaigns generated by the Marketing Provider utilising the alternative formats described;
    - (c) ensuring all mailings and field Customer literature, used at or left at Welsh addresses are bi-lingual in both the English and Welsh languages, which excludes providing Welsh language copy for campaigns generated by the Marketing Provider;
    - (d) ensuring that Customer campaigns are carried out so as not to unjustifiably interfere with the privacy of the Customer and the reputation of the BBC and/or the Customer;

- (e) ensuring that all data for the Customer campaigns are obtained from a reputable source and the Contractor has the necessary consent for such use; and
  - (f) ensuring that all Customer facing output for any Customer campaigns is error free in respect of all areas under its control.
- 6.1.7 provide the necessary input to the BBC approvals process for all outbound marketing communications material, checking content for operational, legal and policy accuracy and that the specified communication campaign can be supported operationally;
- 6.1.8 accurately measure and record all outcomes and Customer responses from Customer campaigns; and
- 6.1.9 obtain BBC's prior written approval to any outbound Customer campaign communication material.
- 6.2 The Contractor shall:
  - 6.2.1 unless otherwise agreed by the BBC use the Marketing Provider to fulfil any print, email campaigns to Customers on Instalment Schemes; and
  - 6.2.2 at the BBC's request, use the Marketing Provider to fulfil any SMS campaigns to Customers on the Instalment Schemes.

## **7 Public Relations (PR)**

- 7.1 The Contractor shall, in accordance with the timescales set out in Schedule 6 (**Service Level Agreement**), provide accurate information on Customer records statistics and other material in response to press enquiries, or enquiries from the BBC or its partners when requested.
- 7.2 The Contractor agrees that all press statements responding to a press enquiry shall be agreed in writing by the BBC before it is issued

## **Customer Services**

### **8 Inbound Customer communications**

- 8.1 The Contractor shall:
  - 8.1.1 answer and process all inbound Customer communications and:
    - (a) provide the necessary systems, processes and Employees to do so including but not limited to telephone and interactive voice response, email, SMS, website and mail; and
    - (b) assess all Customer requests for reasonable adjustments, implementing such adjustments with the consent of the BBC and maintaining accurate and up to date records of individual Customer needs; and

- (c) support the contact and standards used in bar coded renewal documents and magnetic strip payment cards by PayPoint and the post offices of Jersey, Guernsey and the Isle of Man;
- 8.1.2 ensure that all inbound Customer communications meet the BBC's obligations with respect to the Law, the BBC Policies and Standards, including:
  - (a) the provision of a dedicated inbound Welsh help line (offering a full service to Customers, as set out in the TV Licensing's Welsh Language Scheme);
  - (b) the provision for alternative format inbound Customer communications appropriate to the Customers including minicom and non-English language options; and
  - (c) the recording of inbound contacts and retention of such data in line with the BBC Data Retention Policy set out in the BBC Policies;
- 8.1.3 handle all Returned Mail by collecting all data in relation to the reason for return, including Customer comments, occupancy and licensable status of the property;
- 8.1.4 ensure that the most appropriate payment scheme is offered to the Customer;
- 8.1.5 process and record requests in relation to Customers who withdraw their implied right of access (WOIRA) in accordance with the BBC WOIRA Policy set out in the BBC Policies and ensure that the Marketing Provider has access to the data; and
- 8.1.6 make available to the Customer local call rates and/or FREE phone numbers to use in order to make Licence applications and/or to make any other enquiries using the phone numbers set out in paragraph 3 of Schedule 15 (**BBC System**) or such other phone numbers as agreed with the BBC.
- 8.2 The Contractor shall consult with the BBC on its proposed response to all enquiries:
  - 8.2.1 relating to Licence Fee policy and/or the interpretation of BBC Policies; and
  - 8.2.2 received from Members of Parliament (including House of Lords), national bodies, and national opinion formers (including to the media, consumer organisations, political or charitable organisations),unless the BBC has otherwise advised in writing that it is not necessary to consult with the BBC on any of these matters.
- 8.3 The Contractor agrees that the BBC's decision as to how the enquiries in paragraph 8.2 should be answered shall be final and the Contractor shall implement such decisions.
- 8.4 The Contractor shall ensure all Customer Facing Documentation is:
  - 8.4.1 kept up to date and accurate and at all times; and
  - 8.4.2 uses the current TV Licensing branding, as notified by the BBC.
- 8.5 The Contractor shall from the Start Date provide a network trunk capacity that delivers a volume of telephony lines equivalent to at least 150% of the maximum daily forecast demand of

telephony lines, based on the volume forecasts communicated to the BBC under paragraph 5.4 of this Schedule.

- 8.6 The Contractor shall set up and maintain an email address dedicated to handling the enquiries made by the BBC under paragraph 3.10 of Annex 2 of Schedule 6 (**Service Level Agreement**).
- 8.7 The Contractor shall ensure that contact centre agents are available for the following hours Monday – Friday 08:30 – 18:30, Saturday 08:00 – 13:30 (excl Bank Holidays) except for Management and Collection of arrears which shall be Monday – Friday 08:00 – 21:00, Saturday 08:00 – 17:00.

## **9 Website**

- 9.1 The Contractor shall host, develop and maintain the TVL Websites and any sub-sections thereof that support Customers on a day to day basis including to:
- 9.1.1 provide and support a system and process for management of content on the TVL Websites, to be authored, approved and published by individuals designated by the BBC;
  - 9.1.2 optimise the amount of web content available to be authored through the agreed content management system including static and dynamic content; content within flows; meta data and HTML;
  - 9.1.3 proactively work with the BBC to continuously optimise and improve the TVL Websites content;
  - 9.1.4 optimise the structure (both front end and back end) of the TVL Websites to ensure that content, design and structural changes can be made as efficiently as possible;
  - 9.1.5 if directed by the BBC, author and publish web content approved by the BBC;
  - 9.1.6 ensure that the TVL Websites supports accessibility standards in accordance with paragraphs 9.1.22 of this Schedule and to proactively update the TVL Websites should any changes arise to such standards;
  - 9.1.7 continually collect and report comprehensive information and insight, evidencing Customer behaviour and use it to recommend develop and implement improvements to the TVL Websites;
  - 9.1.8 through the use of best practice web analytics tools, provide full Management Information, analysis and reporting to the BBC to provide regular understanding of Customer behaviour and insight and to support recommendations for web changes;
  - 9.1.9 enable Customer journeys and transactions to be tracked as effectively and efficiently as possible, ensuring any tags can be easily applied and amended;
  - 9.1.10 deliver web content to all available platforms for online media;



- 9.1.11 maximise automated handling of web transactions, including Licence applications, renewals, change of details, changes to payment plans, refunds, balance enquires, cancellations and No Licence Needed applications;
- 9.1.12 ensure that the TVL Websites is able to keep pace with changes in browser, operating systems and device technology e.g. tablet PCs and smart phones;
- 9.1.13 ensure that the TVL Websites is compatible with the majority of browsers available to Customers including at least those determined by the guidelines set out in the latest Yahoo Graded support model;
- 9.1.14 update the TVL Websites in a manner consistent with the Law relating to cookies and in accordance with the BBC's directions;
- 9.1.15 proactively and regularly recommend and make search engine optimisation improvements to the TVL Website, including changes to site meta data and page content, to ensure that the TVL Websites achieves prominent and favourable listing in the most popular search engines;
- 9.1.16 ensure that the TVL Websites is secure from unauthorised and/or inappropriate use and access;
- 9.1.17 provide adequate Customer concurrent access to ensure appropriate service availability and performance to the Customer;
- 9.1.18 ensure that the TVL Websites is Available at all times, unless as agreed with the BBC for essential maintenance, according to the Service Levels detailed in Schedule 6 (**Service Level Agreement**);
- 9.1.19 protect the BBC brands that are used on the TVL Website;
- 9.1.20 agree with the BBC any interfaces with, or provided by, the Contractor or its Subcontractors;
- 9.1.21 ensure that data entered by Customers into the TVL Websites is captured, validated, stored and integrated into the BBC Database; and
- 9.1.22 ensure that any redesign of the TVL Websites must conform with the following:
  - (a) the W3C Web Content Accessibility Guidelines (found at <http://www.w3.org/Consortium>) to AAA standards where possible, and AA standards at a minimum;
  - (b) the BBC DQ Accessibility and Usability Standards (found at <http://www.bbc.co.uk/guidelines/dq/contents/diversity.shtml>) and the BBC Future Media Standards and Guidelines (found at <http://www.bbc.co.uk/guidelines/futuremedia/accessibility>), as referred to in Schedule 8 (**BBC Policies and Standards**) where they contain a requirement for a higher level of accessibility than those set out in the W3C Web Content Accessibility Guidelines referred to in paragraph 9.1.22(a); and

- (c) any provision within the Equality Act 2010 where they contain a requirement for a higher level of accessibility than those set out in the W3C Web Content Accessibility Guidelines referred to in paragraph 9.1.22(a) and/or the BBC DQ Accessibility and Usage Standards and the BBC Future Media Standards and Guidelines referred to in paragraph 9.1.22(b).

and in the event of any inconsistency in any of the provisions set out under (a), (b) and (c) above, then the matter shall be applied under the following decreasing order of precedence:

- (i) (c) above;
- (ii) (b) above;
- (iii) (a) above.

## **10 Outbound Customer communications**

10.1 The Contractor shall:

- 10.1.1 provide and maintain outbound Customer communications and channels as required by the Contact Strategy;
- 10.1.2 record all outbound contacts, and retain such data in accordance with the BBC Policies and Standards;
- 10.1.3 provide for outbound Customer communications to meet any request from a Customer for a reasonable adjustment as described in paragraph 8.1.1(b), the BBC's obligations with respect to the Law, the BBC Policies and Standards including:
  - (a) the provision of alternative format outbound Customer communications appropriate to the Customer's reasonable request; (e.g. Braille, large print, audio, easy read, telephone, textphone, and multi-lingual telephone service);
  - (b) keeping accurate and up to date records of individual Customer needs including the fulfilment of any communication campaigns generated by the Marketing Provider; and
  - (c) the provision and maintaining of bi-lingual outbound Customer communications for residents in Wales, but which does not include communication campaigns generated by the Marketing Provider who have their own Welsh language responsibilities;
  - (d) the provision of a dedicated outbound Welsh help line (offering a full service to Customers, as set out in the TV Licensing's Welsh Language Scheme); and
- 10.1.4 ensure that all outbound communications material receives prior written approval by the BBC and where the TV Licensing Brand is used, it shall comply with TV Licensing Brand Guidelines set out in the BBC Policies; and

- 10.1.5 answer and process all outbound Customer communications and provide the necessary systems, processes and Employees to do so including telephone and interactive voice response, email, SMS, website and mail.

## **11 Customer Satisfaction**

- 11.1 The Contractor shall on an ongoing basis and at its own cost, contract with a third party in order to conduct a survey to measure performance in delivering a satisfactory Customer service taking a representative sample of Customers who have contacted, or been contacted by, TV Licensing and in doing so shall ensure that the survey:

11.1.1 is of a sample size agreed with the BBC and of sufficient quantity of the main transaction types to allow the results to be presented by transaction in a meaningful way;

11.1.2 is calculated based on successful completed surveys;

11.1.3 includes a contact channel type which covers the full range of available channels to allow the results to be broken down by contact channel in a meaningful way; and

11.1.4 is completed within 5 days of the transaction occurring;

provided that if a third party is to be used by the Contractor to conduct such survey, the BBC must first approve both the third party provider and the terms of reference.

- 11.2 The Contractor shall:

11.2.1 undertake mystery shopping exercises as agreed with the BBC (at least annually) and report the findings and conclusions of such mystery shopping exercises to the BBC; and

11.2.2 where required, support the BBC in undertaking its own mystery shopping exercises.

- 11.3 The Contractor shall in delivering the Services take into account the results set out in paragraphs 11.1 and 11.2 and provide recommendations to the BBC for improvement in Customer satisfaction.

- 11.4 The Contractor shall provide evidence to the BBC, in a format required by the BBC, that it has carried out the activities in this paragraph 11 in order for the BBC to meet all of its obligations under the Equality Act 2010.

## **12 Help Scheme Service**

The Contractor shall if required by the BBC, novate the existing support to the Digital Switchover Help Scheme contract between the Incumbent and the Help Scheme Provider to provide the service until 31 December 2012 (or to completion of switchover, whichever is later).

## Payment Processing & Licence Management

### 13 Collect the Licence Fee

#### 13.1 The Contractor shall:

- 13.1.1 collect the Licence Fee;
- 13.1.2 provide, support, maintain and keep updated regulated payment plans in accordance with the Law;
- 13.1.3 Trial and introduce, amend, withdraw and incorporate new and alternative payment channels and Licence Fee payment methods as agreed by the BBC;
- 13.1.4 process Licence applications and provide the Marketing Provider with details to issue and renew Licences;
- 13.1.5 accept and process savings and payment card applications in accordance with business rules, as agreed with the BBC;
- 13.1.6 provide to the Marketing Provider all the information necessary for the Marketing Provider to be able to issue payments and savings cards to include replacements and the production of half yearly statements;
- 13.1.7 take all necessary steps to reduce evasion of the Licence Fee by Customers;
- 13.1.8 in the case where a Short Term Licence is purchased by a Customer, set an expiry date and calculate the correct fee for the Short Term Licence in accordance with the Law, BBC Policies and Standards or as otherwise agreed with the BBC;
- 13.1.9 capture, record and store securely Customer payment details e.g. bank account number and credit/ debit card numbers;
- 13.1.10 record a No Licence Needed claim in accordance with BBC No Licence Needed Policy set out in the BBC Policies;
- 13.1.11 validate and process applications for ARC Licences prior to the issue of the licence in accordance with the Law, BBC Policies and Standards;
- 13.1.12 endeavour to collect, all failed Licence payments regardless of payment scheme or channel;
- 13.1.13 accurately update Customer's accounts;
- 13.1.14 provide accurate accounting and clear Management Information to be reported on a monthly basis;

- 13.1.15 monitor and implement the emergence of new payment channels and technology where they are believed to offer improved efficiency and effectiveness to the business processes or improved Customer service approved by the BBC;
  - 13.1.16 record Licence sales data from Over the Counter Suppliers on a daily basis;
  - 13.1.17 be registered as a BACS originator and issue direct debit instructions to banks in accordance with BACS rules, and at the frequency and timings specified by the payment plans;
  - 13.1.18 comply with bank and card company rules including PCI Rules;
  - 13.1.19 create and maintain Customer accounts and payment history;
  - 13.1.20 provide to the Marketing Provider as part of its mailing file, the nearest supplier to the Customer of PayPoint if the Customer is in Great Britain or Northern Ireland;
  - 13.1.21 where a Licence is purchased by a Customer at a date on or after the date immediately following the expiry date of the previous Licence, in accordance with the BBC Policies and Standards set an expiry date for the new Licence on the date 12 months from and including the expiry date of the previous Licence, unless otherwise agreed by the BBC; and
  - 13.1.22 where a new Licence has been purchased, the expiry date shall be 11 months after the end of the Month in which the Licence was purchased.
- 13.2 The Contractor shall in the case of an Over 75 Licence validate applications in accordance with the following process:
- 13.2.1 the Contractor shall determine the eligibility of a Customer for an Over 75 Licence by matching the information provided by or on behalf of the Customer against DWP Data or other relevant agreed data sources and/or such other means as agreed by the BBC;
  - 13.2.2 in the event that the Customer is not eligible for an Over 75 Licence and/or the Contractor is unable to determine eligibility because the Customer has failed to provide sufficient information, the Contractor shall so inform the Customer and (unless the Customer responds within a period of time as agreed with the BBC with sufficient information showing eligibility) ensure that either the Customer has a Licence through other payment channels or that the appropriate enforcement action is taken;
  - 13.2.3 the Contractor shall automatically renew an Over 75 Licence which is issued following a match against DWP Data or other relevant agreed data sources provided that, according to the DWP Data received during the month of expiry of the Over 75 Licence the Licence holder is still eligible for an Over 75 Licence;
  - 13.2.4 in the event that an Over 75 Licence has been issued following validation by any other means than following a match against DWP Data or other relevant agreed data sources, the Contractor shall contact the Customer in respect of the Licence and shall not renew that Licence unless and until satisfied (by means agreed with the BBC) that the Licence holder is still eligible for an Over 75 Licence;

- 13.2.5 liaise with the social services departments of the Isle of Man and Guernsey and the DWP for the remainder of the Territory, to gain approval for eligibility for free Over 75 Licences;
- 13.2.6 in the event that an Over 75 Licence Customer moves into the ARC scheme, the Contractor shall ensure that such Customer's full Licence Fee is set for non renewal and a new ARC Licence is issued at the appropriate time; and
- 13.2.7 where an Over 75 Licence is issued, the Contractor shall set an expiry date for the Over 75 Licence in accordance with BBC Policies found at Schedule 8 (**BBC Policies and Standards**);
- 13.3 Unless otherwise advised in writing by the BBC, the Contractor shall maintain and operate the following portfolio of payment channels and methods of payment for the Licence:
- (a) mail;
  - (b) Internet;
  - (c) telephone;
  - (d) acceptance of cash;
  - (e) cheques;
  - (f) savings stamps;
  - (g) savings and payment cards
  - (h) direct debit;
  - (i) credit and debit cards;
  - (j) bank transfers; and
  - (k) postal orders.

## **14 Issue, Revoke and Cancel Licences**

### **14.1 The Contractor shall:**

- 14.1.1 capture and provide to the Marketing Provider, the relevant accurate information in order to trigger the issue of a Licence, including:
- (a) name;
  - (b) address;
  - (c) Licence type and number;
  - (d) Licence expiry date;

(e) Form of Licence preferred by the Customer; and

(f) any associated payment plan and payment card.

14.1.2 revoke the licence where payment fails and alternative payment arrangements have not been made by the Customer in accordance with the TV Licensing Revocation and Cancellation Policy set out in Schedule 8 (**BBC Policies and Standards**);

14.1.3 not renew an Over 75 licence on notification of a Customer's death by the DWP;

14.1.4 cancel and re-date the Licence when a Customer has partially paid the Licence Fee in accordance with the TV Licensing Revocation and Cancellation Policy set out in Schedule 8 (**BBC Policies and Standards**); and

14.1.5 ensure that Customers, may view, print and download their Licence and statements online or via other electronic channels.

## **15 Make Refunds**

15.1 The Contractor shall on request from a Customer:

15.1.1 process Refunds; ensuring that the Customer is eligible for a refund, obtaining and checking evidence where necessary and complying with the TV Licensing Refund policy set out in the BBC Policies;

15.1.2 process the reimbursement of any savings a Customer has held in the form of stamps or any payments which are in advance of the issue of the Licence; and

15.1.3 issue Refunds and reimbursements to a Customer and provide notification of the transaction to the Customer.

15.2 The Contractor shall include reimbursements referred to in paragraph 15.1 in the monthly statements of saving stamps and savings cards transactions as set out in Schedule 9 (**Accounting Responsibilities**).

## **16 Funds Flow**

16.1 The Contractor shall:

16.1.1 securely handle the funds flows in accordance with Schedule 9 (**Accounting Responsibilities**);

16.1.2 reconcile Licence Fee payments received with Licences issued;

16.1.3 receive data and funds from Over the Counter Suppliers, reconcile funds supplied and make contact, investigate and recover any missing funds;

16.1.4 disburse monies received to the Relevant Account or the BBC (payment scheme dependent);

- 16.1.5 provide a record of the number and value of free Over 75 Licences issued and provide this information to the social service departments in Guernsey and the Isle of Man, and the DWP for the remainder of the Territory;
- 16.1.6 provide timely information to the BBC regarding cash collected and forecast payments to the Relevant Account; and
- 16.1.7 ensure that processes abide by the Law and the Memoranda of Understanding for the Collection of the TV licence revenue on behalf of the Government. Memoranda of Understanding are the agreements in place with government departments and the main agreements are with the DCMS for the collection of the Licence Fees, DWP for Over 75 Licences and with DCMS for savings cards.

## Collecting Arrears

### 17 Collecting Arrears

#### 17.1 The Contractor shall:

- 17.1.1 collect Arrears in accordance with the defined Contract Strategies (whether developed by the Marketing Provider or the Contractor);
- 17.1.2 proactively support Customers to maintain their payments of the Licence Fee;
- 17.1.3 collect payments from Customers in Arrears efficiently and promptly using the most appropriate collection method; and
- 17.1.4 where collection of payments has not been successful, apply BBC's agreed business rules to move the Customer account into the appropriate enforcement procedure set out in paragraph 18.1.12 and 18.1.13.

## Field visiting and enforcement

### 18 Field visiting and enforcement

#### 18.1 The Contractor shall:

- 18.1.1 undertake field visits to addresses as part of the campaigns;
- 18.1.2 when carrying out field visits deal with people in a professional and appropriate manner;
- 18.1.3 ensure that it communicates to Customers that security measures (for example, passwords) may be available to Customers and applying any such agreed security measures when carrying out field visits;
- 18.1.4 ensure that while carrying out a field visit to sell a Licence, it utilises the most appropriate payment scheme for the Customer;
- 18.1.5 interface with the Marketing Provider for the production of field visit requests;



- 18.1.6 maintain a record of the outcome of field activity;
- 18.1.7 collect appropriate and reliable evidence to support Civil Enforcement;
- 18.1.8 collect appropriate and reliable evidence to support Prosecutions;
- 18.1.9 obtain Prosecution Statements relating to Unlicensed Addresses within each postal district. The number required by the BBC may vary by agreement, depending on the increase or decrease in the estimated total number of Unlicensed Addresses. The number of Prosecution Statements required by the BBC shall be based on a percentage of the total number of Unlicensed Addresses as at 31 December each year such percentage to be the same rate across each postal district;
- 18.1.10 obtain Prosecution Statements to support criminal prosecution of TV Dealers;
- 18.1.11 develop, maintain and obtain the BBC's prior written approval for a Civil Enforcement Policy, a Prosecution Policy and a Search Warrant Policy;
- 18.1.12 initiate prosecutions, of both Customers and TV Dealers and conduct search warrants, in accordance with the Law, BBC Policies and Standards, the Prosecution Policy, the Search Warrant Policy and also where required, apply for and serve summonses, and according to jurisdiction and where necessary, present such cases before the appropriate court and defend any appeals or legal challenges with appropriate legal representation and where necessary appointing local agents to do so;
- 18.1.13 initiate Civil Enforcement of Customers in accordance with the Law, BBC Policies and Standards and the Civil Enforcement Policy, and where required make applications to the civil court according to jurisdiction, and where necessary present such cases, before the appropriate court and defend any appeals or legal challenges with appropriate legal representation and where necessary appointing local agents to do so;
- 18.1.14 maintain and develop suitable relationships with the courts and other law enforcement agencies across all jurisdictions in the Territory;
- 18.1.15 following a Civil Enforcement or Prosecution take all necessary steps to ensure that the Customer then buys a Licence where required;
- 18.1.16 conduct visits to TV Dealers to ensure they are notifying sales of television sets;
- 18.1.17 subject to Clause 3.9 of this Agreement, report on prosecution statistics to the BBC, including prosecution statements taken, prosecution statements that fail, or are dropped due to poor quality, not meeting the evidential test or the public interest test, or the BBC Policies, the Standards, cases laid, cases heard, convictions, cases withdrawn (and reasons) fines imposed, costs awarded, costs received, search warrants (requested, applied for, granted and executed) appeals (set aside, received, heard, accepted, rejected, and abandoned);
- 18.1.18 subject to Clause 3.9 of this Agreement, report on Civil Enforcement statistics to the BBC, including cases sent to the court for judgement, cases where further enforcement action is applied for and the type of action granted, number of court hearings, cases lost,

cases withdrawn (and reasons), cases won, Licence fee money received, costs received, appeals (set aside, received, heard, accepted, rejected and abandoned);

18.1.19 process any costs awarded by magistrates' courts;

18.1.20 for civil actions, establish a process for enforcing county court judgments;

18.1.21 develop, maintain and implement policies for field visits ensuring due regard for lone workers and that consideration is taken for health and safety;

18.1.22 produce and maintain a code of conduct, which has been approved by the BBC for field officers who carry out field visits and ensure that field officers comply with such code of conduct at all times;

18.1.23 issue photo ID to all visiting officers including any Subcontractors; and

18.1.24 brief the Marketing Provider on field service literature requirements where deemed necessary.

18.2 The Contractor shall ensure that:

18.2.1 robust governance arrangements are in place for all Civil Enforcement and Prosecutions;

18.2.2 where necessary it shall apply for and use search warrants in order to undertake a search of premises;

18.2.3 the BBC is provided with direct access to any Subcontractor who undertakes any type of field visit if deemed necessary by the BBC;

18.2.4 Welsh speaking visiting officers are recruited in order to meet the BBC's obligations at Law and in accordance with the BBC Policies and Standards;

18.2.5 all Customer communication material for use in the field has been approved in writing by the BBC prior to use; and

18.2.6 it provides access to the BBC to accompany field visiting officers in undertaking field visits.

18.3 The Contractor shall ensure that:

18.3.1 data collected from field visits fully meets campaign objectives and contributes to the overall improvement of data quality;

18.3.2 it shall collect and validate data from field visits, including data which shall enhance the BBC's requirements in meeting its obligations at Law and under the BBC Policies and Standards with respect to equality issues;

18.3.3 all prosecution statements are completed on paper as no electronic signatures are permissible; and

- 18.3.4 all paper documents completed in the field are posted back to the field processing centre in such a way that Customer data is secure.
- 18.4 The Contractor shall ensure that all Services in relation to field visiting shall be provided in accordance with the Contact Strategy (including, at the Contractor's discretion, visiting on bank holidays and public holidays).
- 18.5 **[Redacted under section 31 ("law enforcement") of the Freedom of Information Act]**
- 18.6 The Contractor is to set up field quality control monitoring after three (3) months of the Start Date, the details of which are to be agreed with the BBC, but is to include quality of prosecution statements taken, complaints, adherence to work instructions and BBC Policies, fraud, and phone calls to and from field administration department. The Contractor will report the outcomes of such quality monitoring formally to the BBC every Quarter and the BBC reserves the right to conduct an independent quality audit on such monitoring by giving the Contractor four (4) weeks' prior notice.

## **19 Detection technology**

- 19.1 The Contractor shall:
- 19.1.1 ensure TV detection equipment and technology is maintained to a standard suitable for guaranteeing optimal business performance at all times;
  - 19.1.2 ensure that the TV detection vehicles are maintained to at least a roadworthy condition;
  - 19.1.3 operate the day-to-day deployment of detection equipment in accordance with the Law, the BBC Policies and Standards;
  - 19.1.4 provide bi-lingual signs for detection vehicles where necessary;
  - 19.1.5 carry out detections work; and
  - 19.1.6 maintain the confidentiality of how the detection equipment works and vehicles.

## **Data Management**

### **20 Data management**

- 20.1 The Contractor shall:
- 20.1.1 maintain, collect, record and validate a complete, accurate and up to date database of:
    - (a) Customers;
    - (b) Licensable Places in the Territory;
    - (c) data related to Licences at domestic and commercial Licensable Places; and
    - (d) addresses and/or Customers where no Licence is needed; and

- make the data accessible to the Marketing Provider and other third party contractors as appropriate;
- 20.1.2 ensure 100% of STD codes are validated at data capture and thereafter at least every six (6) months;
- 20.1.3 maintain and enhance the scope of data required to administer the Licence Fee including Licensable Place data and Customer personal data (such as payment scheme membership, bank account, payment history, and permissions to use certain contact methods);
- 20.1.4 maintain a single view of the Customer and the Licensable Place including to ensure consistency of understanding of data as set out in the TV Licensing Licensable Places Policy set out in Schedule 8 (**BBC Policies and Standards**);
- 20.1.5 develop and maintain suitable relationships with third party data suppliers to enhance and maintain Customer and address data in accordance with this Agreement;
- 20.1.6 retain data for the appropriate period as set out in the BBC Retention of Data Policy set out in Schedule 8 (**BBC Policies and Standards**);
- 20.1.7 maintain logical and physical data models in order to meet ongoing needs of the operation of the Services in the most efficient and cost effective manner; and
- 20.1.8 define and operate a methodology to monitor data quality and accuracy to be approved in writing by the BBC.
- 20.2 The Contractor shall submit a Draft Data Due Diligence Plan to the BBC for its approval in accordance with Clause 38.5, which shall include the following:
- 20.2.1 an assessment as to the completeness, accuracy and breadth of the BBC Data measured by sampling a sufficient size and breadth of the various elements of BBC Data, as agreed with the BBC. The size of data samples must be sufficiently large to permit a fair statistical representation of the overall completeness, accuracy and breadth of the BBC Data;
- 20.2.2 the remedial plan prepared for the BBC in accordance with Clause 38.5 shall include the Contractor's proposals as to any third party data providers, or other data sources it recommends including any other data cleansing activities (which may or may not involve any data purchase(s); and
- 20.2.3 in the second and each subsequent year the Data Due Diligence Plan shall summarise the findings of the previous year's plan and the extent to which the Contractor has met (or not) the obligation in Clause 38.10 to maintain the BBC Data at a standard of completeness, accuracy and breadth no less or better than that revealed in the previous Year's plan.
- 20.3 The Contractor shall be responsible for data purchase and shall develop and maintain a process to ensure that data bought by it, the Marketing Provider and/or the BBC is, subject to the BBC's prior approval, uploaded and incorporated to the BBC Database.

## **Service Management**

### **21 Management Information**

#### **21.1 The Contractor shall:**

- 21.1.1 provide accurate Management Information in the format, at the frequencies and within the time periods described in this Agreement;
- 21.1.2 regularly measure, analyse and report operational performance, and provide recommendations for improvement in delivering a satisfactory Customer service in accordance with BBC's requirements;
- 21.1.3 provide and interpret regular sales, revenue, and contact forecasts, as appropriate to include field visiting forecasts, (daily, weekly, monthly and annually);
- 21.1.4 procure all necessary tools and systems to aid the identification of prospective improvements in delivery of the service and to report findings and conclusions to the BBC; and
- 21.1.5 provide evidence that in carrying out the activities set out in this paragraph 21 that it has met the BBC's obligations at Law and in the BBC Policies and Standards.

#### **21.2 The Contractor shall provide the BBC with such additional statistical information and data regarding the Services as the BBC may reasonably request from time to time including reporting on the outcome of prosecutions that have been handled by any third party in jurisdictions where the Contractor has been unable to directly handle such prosecutions.**

### **22 Complaints management**

#### **22.1 The Contractor shall:**

- 22.1.1 provide and maintain a single view of Complaints;
- 22.1.2 investigate and respond appropriately to Complaints ensuring full account has been taken of Customer history;
- 22.1.3 prepare and submit for BBC's approval the Contractors' Complaints policy and ensure that it is applied consistently;
- 22.1.4 maintain the complaints process in accordance with the escalated complaints process as agreed with the BBC through to resolution (engaging other third party suppliers where required);
- 22.1.5 provide and maintain Complaints access channels;
- 22.1.6 support the BBC's complaints process including preparing explanatory reports, providing evidence and drafting responses;
- 22.1.7 analyse Complaints and incorporate feedback to continuously improve processes;

- 22.1.8 keep accurate and detailed categorisation of Complaints including the reason for the complaint, the groups of complainants, the movement of complaints through the escalation of complaints procedure and any equality issues;
- 22.1.9 take suitable disciplinary action against its employees that cause Complaints;
- 22.1.10 record and report the level of Complaints received about individual visiting officers;
- 22.1.11 process Complaints ensuring Customers have, where appropriate, reasonable adjustments;
- 22.1.12 adhere to the Complaints escalation process as set out on the TVL Website, and provide the Customer with, good will payment and costs; and
- 22.1.13 act on the BBC's instructions should the BBC require the Contractor to make any additional good will payment and costs to any Customer.

## **23 Practices to avoid Customer and other fraud**

### **23.1 The Contractor shall:**

- 23.1.1 proactively identify potential for fraudulent Customer practices for example, where Customers claim two or more free Licences when they are entitled to one, and report incidents together with any action taken to the BBC;
- 23.1.2 put in place preventative measures, and develop mitigation techniques to prevent the occurrence of fraud by Customers and/or Employees;
- 23.1.3 create and deploy investigative strategies to uncover Customer fraud; and
- 23.1.4 gather and document evidence of any fraud, taking appropriate action in accordance with the Prosecution Policy.

### **23.2 The Contractor shall carry out fraud checks in relation to applications for an Over 75 Licence in the form and manner agreed by the BBC.**

### **23.3 The Contractor shall notify the BBC annually on the measures it has put in place to monitor fraud.**

### **23.4 The Contractor shall notify the BBC of any instances of Customer or Employee fraud immediately.**

## **24 TV Dealers**

### **24.1 The Contractor shall:**

- 24.1.1 ensure TV Dealers accurately notify the Contractor of TV set sales and rentals within the timescales stipulated at Law;
- 24.1.2 process all TV Dealer notifications received by loading them onto the BBC System;

- 24.1.3 develop and maintain suitable relationships with TV Dealers to encourage compliance with their obligation, including proactively identifying new TV Dealers to ensure they are aware of their obligations;
- 24.1.4 facilitate efficient and lawful collection of data by TV Dealers to include Customer name and address; and
- 24.1.5 provide data to the Marketing Provider in order to fulfil campaigns for those Customers who are found not to hold a Licence following a TV Dealer notification.

## Technology

### 25 Technology Performance

The Contractor shall maintain the technology platform such that it performs to a high standard in accordance with Best Industry Practice and as set out in Schedule 6 (**Service Level Agreement**) and where it fails to do so, shall promptly report such failure to the BBC.

### 26 Service delivery

- 26.1 The Contractor shall ensure that technology services are Available when required and perform to the defined level as set out in Schedule 6 (**Service Level Agreement**) and in doing so shall:
  - 26.1.1 ensure that technology supports effective delivery of all the business requirements, including the capability to introduce change in an agile and effective manner;
  - 26.1.2 develop, maintain, and regularly update a technology refresh strategy to be approved by the BBC and provided to the BBC annually and to ensure that all technology assets are refreshed as necessary to maintain currency and fitness for purpose;
  - 26.1.3 identify prospective technology risks and issues and devise appropriate forms of mitigation to be presented to the BBC on a monthly basis as part of the governance process defined in Schedule 4 (**Governance**); and
  - 26.1.4 include the provision of help desk support to the Marketing Provider and each third party in receipt of Interface Services.

## Other Services

### 27 TVLF Standard Documentation and Contractor Documentation

The Contractor shall provide TVLF Standard Documentation to the BBC or any BBC contractors at the BBC's request, as may be required by such contractors from time to time.

### 28 Option for Additional Services

- 28.1 If required by the BBC, the Contractor shall provide any additional services that relate to the management, collection, administration and enforcement of the Licence Fee and to the extent that the BBC is liable for additional charges for such services, these charges shall be calculated

in accordance with Schedule 5 (**Charges**) using the procedure set out in Schedule 7 (**Change Control Procedure**).



## Annex 1 – Complaints

Below includes a list of key words and key phrases that constitute a complaint:

### KEY WORDS:

aggressive	angry	annoyed
appalling	compensation	complaint
disgraceful	disgusted	furious
harassment	idiots	incompetent
intimidation	menacing	offensive
outrageous	rude	shambles and useless

### KEY PHRASES:

I am extremely angry

I can't get any sense out of

I intend to take this matter (further, to my MP, to the Press, to my solicitor)

I object most strongly

I resent the tone of your

I will sue

I wish to complain

Lack of courtesy

Poor services

Sort yourselves out

When will you listen?

Who do you think you are?