

Schedule 7: Change Control Procedure

1 Introduction

This Schedule sets out the procedure to be followed by the Parties in the event that any changes by either Party are required to this Agreement.

2 Principles

- 2.1 The BBC may at any time request, and the Contractor may at any time propose, a change using the procedure set out in this Schedule.

3 Changes

BBC Changes

- 3.1 The BBC may request a change at any time by serving on the Contractor a Change Request.
- 3.2 In accordance with Clause 23.4 of this Agreement the Contractor shall not be entitled to unreasonably refuse a Change Request submitted by the BBC under paragraph 3.1.
- 3.3 The Contractor shall be deemed to have consented to changes identified following the completion of the Benchmarking described in a Change Request submitted by the Contractor to the BBC in accordance with either paragraphs 4.2.2 or 5.2 of Annex 4 to Schedule 5 (**Charges**).
- 3.4 Where the BBC has served a Change Request on the Contractor under paragraph 3.1, the Contractor shall at the request of the BBC prepare and submit to the BBC an Impact Assessment within ten 10 Working Days of receipt of the Change Request (or other such period as may be agreed between the Parties).

Contractor Changes

- 3.5 The Contractor may propose a change to the BBC by serving a Change Request on the BBC and the Contractor shall, at the request of the BBC, prepare and submit to the BBC an Impact Assessment within ten 10 Working Days of receipt of the Change Request (or other such period as may be agreed between the Parties).
- 3.6 On the BBC agreeing the change, then:
- 3.6.1 in the case of changes which do not require any change to the Clauses and Schedules of this Agreement, or which do require a change to the Clauses and Schedules of this Agreement but such changes are limited exclusively to Schedule 17 (**Tender Documentation**):

- (a) the terms of the Impact Assessment shall be summarised (in a way consistent with the terms of the Impact Assessment) in a Change Notice in the format set out in Annex 1 to this Schedule;
 - (b) the Change Notice shall be signed by the authorised representatives of each Party (and, where applicable, an executed Change Notice executed by the authorised representatives of both Parties shall constitute a valid change to the terms of Schedule 17 (**Tender Documentation**)); and
 - (c) the Contractor shall without delay implement the change in accordance with the terms of the agreed Impact Assessment, and
- 3.6.2 in the case of changes which do require a change to the Clauses and Schedules of this Agreement (other than where such changes are limited exclusively to Schedule 17 (**Tender Documentation**)):
 - (a) the details of the changes required to the terms of this Agreement shall be recorded in a Variation to Agreement in the format set out in Annex 2 to this Schedule;
 - (b) the Variation to Agreement shall be signed by the authorised representatives of each Party (and an executed Variation to Agreement executed by the authorised representatives of both Parties shall constitute a valid change to the terms of this Agreement); and
 - (c) the Contractor shall without delay implement the change in accordance with the terms of the agreed Impact Assessment.

4 Updated Agreement Documentation

- 4.1 On and from the first anniversary of the Effective Date, the Contractor shall provide to the BBC an updated version of this Agreement incorporating all revisions to the terms of this Agreement under paragraph 3.6 which have been processed during the preceding twelve (12) months.

5 Improvement of Change Control Procedure

- 5.1 The Parties shall discuss and agree any amendments to improve the efficiency and effectiveness of the Change Control Procedure set out in this Schedule.

Annex 1: Change Notice

Ref:	
No:	
Title of Change:	
Date:	
Details of Change:	
Reasons of Change:	
Impact of Change:	
Timetable:	
Price:	
Signed by the BBC:	
Signed by the Contractor:	

Annex 2: Variation to Agreement

VARIATION NUMBER [] TO THE AGREEMENT FOR THE MANAGEMENT, COLLECTION, ADMINISTRATION AND ENFORCEMENT OF THE TELEVISION LICENCE FEE DATED [] BETWEEN THE BRITISH BROADCASTING CORPORATION AND CAPITA BUSINESS SERVICE LIMITED.

TITLE OF VARIATION: []

This VARIATION is made the day of [] between:

- (1) **The British Broadcasting Corporation**, a corporation formed by Royal Charter whose principal place of business is Broadcasting House, Portland Place, London, W1A 1AA (the "BBC"); and
- (2) **Capita Business Services Limited** whose registered office is at 71 Victoria Street, Westminster, London SW1H 0XA (the "**Contractor**").

WHEREAS the Parties entered into a Service Provision Agreement for the Management, Collection, Administration and Enforcement of the Television Licence Fee dated [] (the "**Original Agreement**") and now wish to amend the Original Agreement.

IT IS AGREED AS FOLLOWS:

6 General

- 6.1 The Parties have agreed to amend [*insert reference in the Agreement to be varied*] of the Original Agreement.
- 6.2 Unless otherwise stated, all defined terms in this Amendment will have the meanings given to them in the Original Agreement.

7 [Variation to be inserted]

7.1

8 Effective Date of Amendment

This Amendment shall be deemed to have taken effect on [].

Signed for and on behalf of the **British Broadcasting Corporation**

By:

Name:

Title:

Date:

Signed for and on behalf of **Capita Business Services Limited**

By:

Name:

Title:

Date: