

**PLEASE DELETE THIS TEXT AND “UNHIGHLIGHT” YELLOW TEXT PRIOR TO SIGNING.**

**PLEASE COMPLETE THE AREAS HIGHLIGHTED BELOW IN YELLOW AND SEND  
TWO SIGNED COPIES TO THE NAMED SUPPLIER FOR SIGNING.**

**PLEASE ENSURE YOU COMPLETE A CALL-OFF CONTRACT FOR EACH AND EVERY  
SUPPLIER ON THE FRAMEWORK FOR THE LOT YOU INTEND TO PURCHASE FROM.**

**PLEASE ENSURE YOU COMPLETE AND SEND TWO COPIES, ASK THE SUPPLIER TO SIGN  
AND DATE BOTH COPIES, RETAIN ONE COPY AND RETURN THE OTHER TO YOU.**

**SEND A SCANNED COPY TO CHESHIRE EAST PROCUREMENT TEAM:  
EMAIL:  
CONTACT NAME:**

**[Dated]**

**Call-Off Contract for provision of:  
Lot # - NAME OF LOT/S**

This agreement is made this [insert day] day of [insert month] [year]

**BETWEEN**

- (1) [insert Identified Body name] (the “Identified Body”); and
- (2) (company number #####) (the Supplier)

- (1) On 2016 the Cheshire East Borough Council (“the Council”) entered into a framework agreement with the Supplier for the provision of [insert Lot details here] (Lot/s #) (“the framework agreement”).
- (2) This framework agreement includes provision for other public bodies as well as the Council to contract with the Supplier by means of a Call-Off Contract (as defined therein) so that such public bodies can access volume discounts provided by the Supplier.
- (3) This agreement is a Call-Off Contract for the purposes of the framework agreement.

**IT IS HEREBY AGREED:**

## **1. CONTRACTUAL OBLIGATIONS**

- 1.1 This Call-Off Contract is supplemental to the framework agreement. Any terms which are not separately defined herein shall be construed in accordance with the definitions set out in the Framework Agreement and those Schedules annexed to and forming part of the Framework Agreement.
- 1.2 Except where otherwise stated, references to clauses and schedules are to clauses of and schedules to this Call-Off Contract.

- 1.3 The Supplier shall provide the Services to the Identified Body and shall be bound by the rights and obligations of the Supplier in accordance with the terms and conditions set out in the Framework Agreement and those Schedules annexed to and forming part of the Framework Agreement as if the Identified Body were named throughout.
- 1.4 The Identified Body shall pay the Supplier in consideration of the Supplier providing the Services (as defined in the Framework Agreement). Such payment shall be made in accordance with the terms and conditions set out in the Framework Agreement and those Schedules annexed to and forming part of the Framework Agreement and the Identified Body shall accept and be bound by the rights and obligations of the "Council" as set out in the Framework Agreement and those Schedules annexed to and forming part of the Framework Agreement as if it were the "Council".
- 1.5 The Identified Body and Supplier agree that the terms and conditions set out in the Framework Agreement shall be varied as set out in Clause 2 below. For the avoidance of doubt, these variations shall apply only to this Call-Off Contract and the Orders made under it and shall not apply to any other arrangements set up under the Framework Agreement.

## **2. VARIATIONS BETWEEN THE COUNCIL AND THE SUPPLIER**

- 2.1 Any variation to the Framework Agreement made between the Council and the Supplier shall automatically amend this Call-Off Contract from the date of that variation as though the Supplier and the Identified Body had agreed such amendments themselves.

## **3. COUNCIL'S INDEMNITY**

- 3.1 Each of the parties to this Call Off Contract acknowledge and agree to fully indemnify the Council against all actions, claims, costs, expenses and damages brought against or suffered by the Council arising out of this Call-Off Contract except where such actions, claims, costs, expenses and damages are brought against or suffered by the Council due to negligence of the Council or a breach of contract or negligence of the other party to this Call Off Contract.
- 3.2 The parties agree and acknowledge that where the Council is found liable for any actions, claims, costs, expenses and damages brought against or suffered by it that arise in part due to negligence, default, fraud or breach of contract by either of the parties then the parties shall fully indemnify the Council in respect of that part of the actions, claims, costs, expenses and damages for which they are caused or for which they are responsible.

## **4. FEES**

- 4.1 The Identified Body shall make a one-off payment of £350 administration fee to the Council on the first occasion that the Identified Body accesses the framework and purchases Services (regardless of the number of Lots accessed over time).
- 4.2 The Identified Body shall make payment to the Council within 30 days from receipt of the Council's invoice.
- 4.3 The Council shall review the fee referred to above and may at its absolute discretion either increase or decrease the said fee as appropriate (but only such that each identified Body pays the fee that is in place at the time that Identified Body first accesses the framework).

## 5. TERMINATION

- 5.1 The Identified Body shall inform the Council if it intends to serve a notice on the Supplier under Clause 17 of the Framework Agreement and provide such details as reasonably requested by the Council.
- 5.2 Where the Council terminates the Framework Agreement and the Supplier and Identified Body decide that the Supplier should continue to provide the services, the Supplier and Identified Body shall indemnify the Council against any liability arising after the date of the termination of the Framework Agreement in respect of the services.

## 6. THE SCHEDULE AND THE SPECIAL CONDITIONS

- 6.1 The name and contact and other details of the Identified Body and other terms which will apply specifically to this Call Off Contract made between the parties hereto are as set out in the Schedule.
- 6.2 The Parties agree that for the purposes of this Agreement only the terms of the Framework Agreement shall be varied in accordance with the Special Conditions (if any) set out in the Schedule, provided always that the Special Conditions are limited to those matters set out in the Schedule and are no less onerous than and do not materially alter the terms of the Framework Agreement.

## 7. THIRD PARTY RIGHTS

- 7.1 It is agreed by the parties hereto that notwithstanding that the Council is not a party to this Call Off Contract the Council shall be entitled to enforce the provisions of this Call-Off Contract and the Framework Agreement directly against, the Identified Body and the Supplier under the Contract (Rights of Third Parties) Act 1999 and the Identified Body shall immediately upon the execution of any Call-Off Contract provide the Council with a copy of the same.

**IN WITNESS** whereof the parties have executed this Agreement as a Deed the day and year first before written:

THE COMMON SEAL OF [insert Identified Body name] was hereunto affixed in the presence of:-

[INSERT WITNESS DETAILS]

Signed as a Deed by  
Acting by:

**“the Supplier”**

DIRECTOR

DIRECTOR/SECRETARY

## **SCHEDULE 1**

Name of Identified Body: [INSERT NAME]

Address of Identified Body: [INSERT POSTAL ADDRESS]

Contact details for Identified Body  
Framework manager: [INSERT NAME]

Contact details for Identified Body  
Nominated representative: [INSERT NAME]

Contact details for Contract Manager: [SUPPLIER - INSERT NAME]

Commencement Date: [INSERT DATE]

End Date: on expiry of the Term of the Framework Agreement, unless terminated in accordance with the provisions of this agreement.

**[Any special conditions: to be agreed between the Identified Body and the Supplier to be listed here to include (if relevant):]**

### **Ordering Process**

The process by which the Identified Body will place Orders (electronic or otherwise) provided always that the process agreed locally between the Supplier and the Identified Body shall not materially alter the Order Selection Process under the Framework Agreement as set out in Schedule 2.

### **Key Performance Indicators**

The Key Performance Indicators set by the Identified Body – provided that the Key Performance Indicators selected shall reflect and be no more onerous than the range of indicators measured under the Framework Agreement as set out in Schedule 1 (the Specification).

### **Contract Management**

Details of the management information, frequency of reporting and monitoring and of meetings agreed locally between the Identified Body and the Supplier (in accordance with the Framework Agreement clause 13).

### **Service Schedule**

Details of the Identified Bodies stock and items which are out of warranty which require servicing.