

**Call-Off Contract pursuant to the Framework Agreement relating to the
Provision of Short Breaks for Children who are Disabled**

DC-CS/XXX

[Award Lot B]

PARTIES:

- A. **The Purchaser** is Dorset Council whose principal place of business is County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ.
- B. **The Provider** is XXX (company number: XXXX) whose registered office is at XXXXX.

This Call-Off Contract (“**the Contract**”) is entered into pursuant to the Framework Agreement “relating to the XXX (the “**Framework Agreement**”) dated XXXXXX.

1. INTERPRETATION

Unless set out to the contrary in this Contract, terms defined in the Framework Agreement shall have the same meaning in this Contract.

This Contract incorporates the appendices attached and references in this Contract to an “Appendix” is to an appendix to this Contract.

References in this Contract to “Clauses” are to clauses in the Framework Agreement.

2. FRAMEWORK AGREEMENT

This Contract entered into by the parties creates a separate binding agreement between the parties on the terms of the Framework Agreement. The terms of this Contract incorporate by reference the terms and conditions set out in the Framework Agreement and its appendices and the Provider agrees to provide the Services set out in Appendix One and in accordance with the terms and conditions in the Framework Agreement.

3. CONTRACT TERM

This Contract will begin on XXXXXX and continue until XXXXXX unless terminated earlier in accordance with the terms of the Framework Agreement or this Contract.

[The Contract may be extended by the Purchaser for a further term of X years ending on XXXXXX at the discretion of the Purchaser and with the agreement of the Provider.]

4. PROVISION OF SERVICES

- 4.1 The Provider shall provide the Services set out in the Service Specification in Appendix One (a copy of which is annexed hereto), any agreed variations thereto, the Purchasers’ detailed obligations as set out in the Framework Agreement, and any appendices or

documents contained or referred to in the Framework Agreement and all relevant legislation applicable to the provision of the Services.

5. PAYMENT

In consideration of the satisfactory delivery of the Services under this Contract by the Provider, the Purchaser shall pay the Contract Price set out in Appendix Two.

6. QUARTERLY MONITORING AND OUTCOMES REPORTING

The provisions set out in Appendix Three shall apply to this Contract.

7. CONTRACT CHANGES

The parties to this Contract may agree changes to the Contract, save to the extent that such changes do not materially alter the terms of the Framework Agreement. Changes to this Contract shall not become binding on the other party unless expressly agreed in writing by both parties.

The terms and conditions of this Contract are agreed by the parties hereto with effect from the date below.

SIGNED BY:

Authorised Signatory

For and on behalf of **the Purchaser**

Print Name **Elizabeth Saunders**

Position Interim Corporate Director Commissioning, Quality and Partnerships

Dated

Authorised Signatory

For and on behalf of **the Provider XXX**

Print Name

Position

Dated

Appendix One
The Services Specification

XXXX

Appendix Two

Contract Price

- 1.1 The Contract Price for the service shall be £XXXX
- 1.2 The Purchaser shall pay the Contract Price to the Provider in XXX payments following receipt of an invoice in the correct form as follows:
XXX on XXX
- 1.3 Payments will be through BACS – Bank Automated Credit System – following receipt of a correct invoice.

Invoices are to have the contract number clearly stated and are to be sent by email to ChildrensServicesContracts@dorsetcouncil.gov.uk

- 1.4 Any payment shall only be made in so far as the service is delivered to the reasonable satisfaction of the Purchaser and in accordance with this Contract.

Appendix Three

Quarterly Monitoring and Outcomes Reporting

1. MONITORING

.

All data relating to a financial year must be available to Dorset Council before the end of that year.

Appendix Four

Contract Management Quarterly Reporting Template