**RM3816 Call Off Contract Order Form**

|  |
| --- |
| *GUIDANCE NOTE:**The Parties' attention is drawn to the various guidance notes and information/schedules in square brackets to complete/settle prior to signing the Call Off Contract, which are highlighted in YELLOW in this document.* *Before any Call Off Contract is entered, the Customer should ensure that all guidance notes and text highlighted in YELLOW have been addressed/settled (as appropriate, including deletion of all the Guidance Notes highlighted in YELLOW).* *Customers awarding a Call Off Contract by way of a Further Competition Procedure should note that they are responsible for identifying any parts of the Supplier’s response to the Customer’s Statement of Requirements which are relevant to the Call Off Contract and incorporating them before signature. Alternatively (or in addition) the Supplier’s whole response to the Statement of Requirements can be inserted in Call Off Schedule 2 (Services).**The guidance notes have been included to assist the Customer in completing the required information with sufficient detail, but are not exhaustive.* *If the Customer requires the assistance of the Supplier to fill in certain sections of the Template Call Off Order Form and Template Call Off Terms prior to those becoming the Call Off Contract, this will be agreed between the parties.**Delete this page before entering the Call Off Contract.* |

**PART 1 – [TEMPLATE] CALL OFF ORDER FORM**

|  |
| --- |
| *Guidance Note: In completing the Template Call Off Order Form, Customers must ensure that they are act in compliance with Framework Schedule 5 (Call Off Procedure) and the provisions of Regulation 33. In particular, Customers entering into the Call Off Contract following a direct award should complete the Template Call Off Order Form without modification to the Template Call Off Terms governing the provision of the Services; and by inserting or confirming only those sections which are necessary for the Call Off Contract to be formed without re-opening competition. Customers entering into the Call Off Contract following a Further Competition Procedure should note, in particular, the requirements under paragraphs 6 and 11 of Regulation 33; and complete the Template Call Off Order Form by reference to the Statement of Requirements and the Call Off Tender submitted during the Further Competition Procedure.*  |

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Estates Professional Services RM3816 dated 25/07/2017.

|  |
| --- |
| *Guidance Note: specify above the type of Services provided under and the date of the Framework Agreement between the Customer and the Supplier pursuant to which this Call Off Contract is entered into.* |

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

|  |  |  |
| --- | --- | --- |
| Customer User Agreement Reference Nubmer | **[ ]** | *Guidance Note: include user agreement reference number.* |
| Order Number | **[ ]** | *Guidance Note: include order number.* |
| From | **[ ]****("CUSTOMER")** | *Guidance Note: specify the full name of the Customer and the Customer Representative.*  |
| From | **[ ]****("CUSTOMER REPRESENTATIVE")** | *Guidance Note: specify the full name of the Customer Representative.*  |
| To | **[ ]** **("SUPPLIER")** | *Guidance Note: specify the full name of the Supplier and the Supplier Representative.* |
| To | **[ ]** **("SUPPLIER REPRESENTATIVE")** | *Guidance Note: specify the full name of the the Supplier Representative* |

**SECTION B**

**call off contract period**

|  |  |  |
| --- | --- | --- |
|  | **Commencement Date**: **[ ]** | *Guidance Note: insert the date on which the Initial Period is to commence.* |
|  | **Expiry Date**:End date of Initial Period **[ ]**End date of Extension Period **[ ]**Minimum written notice to Supplier in respect of extension: **[ ]** | *Guidance Note: insert the date on which the Initial Period is to expire; the end date of any Extension Period; and the minimum period of written notice to be given to the Supplier where the Call Off Contract is to be extended from the expiry of the Initial Period (it is suggested that for long term contracts this should normally be no less than 3 months). See Clause 5 (Call Off Contract Period).* |

**Services**

|  |  |  |
| --- | --- | --- |
| **2.1.**  | **Services required**: In Call Off Schedule 2 (Services) | *Guidance Note: include in Annexes 1 of Call Off Schedule 2 (Services) a description of the Services (Annex 1) required under this Call Off Contract. Details of all the Services available at framework level can be found in Part A of Framework Schedule 2 (Services).* *If awarding the Call Off Contract by way of direct award, Call Off Schedule 2 (Services) should reflect the documentation issued to the Supplier in accordance with paragraph 2 of Framework Schedule 5 (Call Off Procedure).* *If awarding the Call Off Contract by way of Further Competition Procedure, Call Off Schedule 2 (Services) should reflect the Statement of Requirements issued to the Suppliers in accordance with paragraph 3.1.1 of Framework Schedule 5 (Call Off Procedure). This should be refined to include any additional information submitted by the successful Supplier in response to the Statement of Requirements. For example:** *details of where the Services shall be delivered/performed,*
* *dates of delivery/performance of the Services (and mark any dates which the Customer has so required as “time of the essence”).*

*Ensure your requirements are consistent with Clauses 7 to 10.*  |

**Implementation Plan**

|  |  |  |
| --- | --- | --- |
| **3.1.**  | **Implementation Plan**:**[**Not applied**]****[**OR**]****[**In Call Off Schedule 4 (Implementation Plan)**]** **[**OR**]****[**The Supplier shall provide the Customer with a draft Implementation Plan for Approval within [ ] Working Days from the Call Off Commencement Date**]** | *Guidance Note: if an Implementation Plan is required, populate/settle the template form of Implementation Plan in Call Off Schedule 4 (Implementation Plan) or specify the period from the Call Off Commencement Date within which the Supplier shall provide the Customer with a draft Implementation Plan for Approval. See the guidance note in Call Off Schedule 4 (Implementation Plan).* |

**contract performance**

|  |  |  |
| --- | --- | --- |
| **4.1.**  | **Standards**:**[ ]** | *Guidance Note: see Clause 11 (Standards) and the definition of Standards in Call Off Schedule 1 (Definitions). Specify any particular standards that should apply to this Call Off Contract, including those which relate to the Cyber Essentials Scheme.*  |
| **4.2** | **Service Levels/Service Credits**:**[**Not applied**]****[**OR**]****[**In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)**]****Service Credit Cap** (Call Off Schedule 1 (Definitions)):**[**Not applied**]** **[**OR**]****[**For the purpose of limb (a) of the definition of Service Credit Cap in Call Off Schedule 1 (Definitions), the applicable percentage of the Estimated Year 1 Call Off Contract Charges shall be [ ]%**]****[**For the purpose of limb (b) of the definition of Service Credit Cap in Call Off Schedule 1 (Definitions), the applicable percentage of Call Off Contract Charges shall be [ ]%**]****Customer periodic reviews of Service Levels** (Clause 13.7.1 of the Call Off Terms):**[**Not applied**]**[OR]**[**For the purpose of clause 13.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed should not exceed [*insert number*]**]**  | *Guidance Note: see Clause 13 (Service Levels and Service Credits) and Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring). If Service Levels/Service Credits are required, populate the table in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).* *Service Credits will not be required in all contracts, but the higher the value, complexity or importance of the contract, the more likely that Service Credits will apply. If Service Credits have been applied:* * *see Clause 36.2.1 in respect of the Supplier’s total financial liability for Service Credits. Populate the appropriate percentages of the Call Off Contract Charges that should apply to the definition of Service Credit Cap in Call Off Schedule 1 (Definitions).*
* *see Clause 13.7.1 In respect of the Customer’s right to periodically change the Service Level Performance Measures that underpin the Service Levels. Populate the maximum number of the Service Level Performance Criteria in respect of which the weightings may be changed. See the relevant definitions of the above mentioned capitalised terms in Call Off Schedule 1 (Definitions).*
 |
| **4.3** | **Critical Service Level Failure**:**[**Not applied**]** **[**OR**]** **[Example:** In relation to **[**     **]** a Critical Service Level Failure shall include a delay in producing **[     ]** ordered by the Customer in excess of [twenty four (24) hours] more than once in any **[**three (3) Month**]** period or more than [three (3)] times in any rolling [twelve (12) Month] period.**]** **[Example:** In relation to **[ ]** a Critical Service Level Failure shall include a loss of **[    ]** during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) to the **[ ]** for more than [twenty four (24) hours] accumulated in any **[**three (3) Month**]** period, or [forty eight (48)] hours in any rolling [twelve (12) Month] period.**]****[*Other*]** | *Guidance Note: see Clause 14 (Critical Service Level Failure) which provides the Customer with a right to retain and deduct Call Off Contract Charges as compensation or terminate the Call Off Contract for material Breach if there is a Critical Service Level Failure. See also paragragh 4 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring). If Critical Service Level Failure is required, populate the specific instances which shall constitute Critical Service Level Failure.* |
| **4.4** | **Performance Monitoring:** **[**In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)**]****[**OR**]****[**Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) shall be amended as follows: [ ]**]** | *Guidance Note: see Clause 19 (Performance Monitoring) and the provisions of Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring). Set out any specific performance monitoring requirements in addition to, modification or substitution of the default provisions in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).* |
| **4.5** | **Period for providing Rectification Plan:** **[**In Clause 38.2.1(a) of the Call Off Terms**]****[**OR**]****[**The period of ten (10) Working Days in Clause 38.2.1(a) shall be amended to [ ]**]**  | *Guidance Note: see Clause 38.2.1(a) (Rectification Plan Process). Confirm the maximum default period within which the Supplier should provide the Customer with a draft Rectification Plan when the Customer instructs the Supplier to follow the Rectification Plan Process.* |

**personnel**

|  |  |  |
| --- | --- | --- |
| **5.1** | **Key Personnel**: **[ ]**  | *Guidance Note: see Clause 26 (Key Personnel). Include any Key Personnel (and their Key Roles).* |
| **5.2** | **Relevant Convictions** (Clause 27.2 of the Call Off Terms):**[ ]** | *Guidance Note: see Clause 27.2 (Relevant Convictions) and the definition of “Relevant Convictions” in Call Off Schedule 1 (Definitions). Specify any particular Relevant Conviction(s) that should apply to this Call Off Contract.*  |

**PAYMENT**

|  |  |  |
| --- | --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) | *Guidance Note: insert the applicable Call Off Contract Charges in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).* *The Call Off Contract Charges must be compliant with the provisions of Framework Schedule 3 (Charging Structure).* *See also paragraph 11 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and consider if any Call Off* *Contract Charges should be marked as “subject to increase by way of Indexation”.*  |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) | *Guidance Note: insert details of the payment terms/profile in Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).*  |
| **6.3** | **Reimbursable Expenses**: **[**Permitted**]** **[**Not permitted**]** | *Guidance Note: see paragraphs 4 and 5 of Call Off Schedule 3 (Call Off* *Contract Charges, Payment and Invoicing) and the definition of “Reimbursable expenses” at the outset of Call Off Schedule 3. State if Reimbursable Expenses should be permitted or not.*  |
| **6.4** | **Customer billing address** (paragraph 8.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):**[ ]** | *Guidance Note: insert Customer billing address for the purposes of paragraph 8.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).* |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):**[ ]** Call OffContract Years from the Call Off Commencement Date | *Guidance Note: For the purpose of paragraph 8.2 of Call Off* *Schedule 3 (Call Off* *Contract Charges, Payment and Invoicing), insert the number of Call Off Contract Years from the Call Off Commencement Date during which the Call Off* *Contract Charges shall remain fixed for.* |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:**[ ]** of each Call Off Contract Year during the Call off Contract Period  | *Guidance Note: for the purpose of paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), insert the dates in each Call Off Contract Year on which the Supplier is obliged to carry out periodic assessments of the Call Off Contract Charges with a view to reducing them.* |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges** (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):**[**Permitted**]** **[**Not Permitted**]** | *Guidance Note: consider paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). State if the Supplier is permitted to request an increase of the Call Off Contract Charges after the expiry of the period during which the Call Off Contract Charges should remain fixed under paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).* |

**LIABILITY and insurance**

|  |  |  |
| --- | --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:The sum of £ **[ ]** | *Guidance Note: consider Clauses 36.2.1 and 36.2.2 in respect of limitation of liability and see the definition of “Estimated Year 1 Call Off Contract Charges” in Call Off Schedule 1 (Definitions). Insert the sum that should apply to the definition.* |
| **7.2** | **Supplier’s limitation of Liability** (Clause 36.2.1 of the Call Off Terms);**[**In Clause 36.2.1 of the Call Off Terms**]** **[**OR**]****[**The wording *“ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%)”* in Clause 36.2.1(b)(i) shall be amended to: []**]****[**The wording *“ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)”* in Clause 36.2.1(b)(ii) shall be amended to [ ]**]****[**The wording *“ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)”* in Clause 36.2.1(b)(iii) shall be amended to [ ]**]** | *Guidance Note: consider Clause 36 (Liability) and confirm the Supplier’s financial limits of liability. Consider whether the default limits to the Supplier’s liability in Clause 36.2.1 are appropriate for the Call Off Contract and represent the right apportionment of risk between the Customer and the Supplier. The aim should be to establish liability ceilings reflecting a combination of the best estimate by the Customer of the losses that it (and any other associated bodies) might suffer in the event of a Default by the Supplier, the likelihood of those losses occurring and the value for money considerations in limiting liability.*  |
| **7.3** | **Insurance** (Clause 37.3 of the Call Off Terms):**[ ]** | *Guidance Note: see Clause 37 (Insurance). Include any specific minimum insurance policies and related requirements pursuant to Clause 37.3.*  |

**TERMINATION and exit**

|  |  |  |
| --- | --- | --- |
| **8.1** | **Termination on material Default** (Clause 41.2.1(c) of the Call Off Terms)):**[**In Clause 41.2.1(c) of the Call Off Terms] **[**OR**]** **[**The percentage of *“80%”* in Clause 41.2.1(c) shall be amended to **[ ]]** | *Guidance Note: consider Clause 41.2.1(c) (Termination on Material Default). Insert an appropriate percentage to facilitate the ability of the Customer to terminate the Call Off Contract for material Default where, as a result of any Defaults, the Customer incurs Losses in any Call Off Contract Year which exceed a certain percentage of the value of the Supplier’s aggregate annual liability limit for that Call Off Contract Year as set out in Clause 36.2.1 (Financial Limits).*  |
| **8.2** | **Termination without cause notice period** (Clause 41.7.1 of the Call Off Terms):**[**In Clause 41.7.1 of the Call Off Terms]**[**OR**]****[**The period of thirty (30) Working Days in Clause 41.7.1 shall be amended to [ ]**]** | *Guidance Note: consider Clause 41.7.1 (Termination without cause). Confirm the minimum number of Working Days that should be the notice period in respect of termination without cause. It is suggested that in long term contracts this should be a minimum of 30 Working Days, as stipulated in Clause 41.7.1.* |
| **8.3** | **Undisputed Sums Limit**:**[**In Clause 42.1.1 of the Call Off Terms**]** **[**OR**]****[**The wording “*one month’s average Call Off Contract Charges*” in Clause 42.1.1 shall be amended to [ ]**]** | *Guidance Note: consider Clause 42.1.1 (Termination of Customer Cause for failure to pay) in respect of the Supplier’s right to terminate the Call Off Contract for undisputed sums which have not been paid by the Customer. Insert an appropriate sum that should be the “Undisputed Sums Limit”. It is suggested that this should normally be the equivalent to one (1) month’s average Call Off Contract Charges.* |
| **8.4** | **Exit Management:** **[**Not applied**]** **[**OR**]****[**In Call Off Schedule 9 (Exit Management)**]** **[**OR**]****[**Call Off Schedule 9 (Exit Management) shall be amended as follows: [ ]**]**  | *Guidance Note: see Clause 45.5 (Exit Management) and Call Off Schedule 9 (Exit Management). Call Off Schedule 9 is likely to be relevant in the context of procuring Services, with emphasis on procuring Services on an ongoing basis. Select the third option if you have any specific exit requirements in addition to, modification or substitution of the default provisions in Call Off Schedule 9 (Exit Management).*  |

**supplier information**

|  |  |  |
| --- | --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:****[ ]**  | *Guidance Note: see Clauses 2 (Due Diligence), 30 (Customer Premises) and 31 (Customer Property). Consider if inspection of the Sites by the Supplier is required. Insert any issues raised by the Supplier in respect of any aspects of the Sites, Customer Assets, Customer Property that may affect the provision of the Services and any agreed action to be taken in respect thereof.* |
| **9.2** | **Commercially Sensitive Information**:**[ ]** | *Guidance Note: see Clause 34.4.8 (Transparency and Freedom of Information) and the definition of Commercially Sensitive Information in Call Off Schedule 1 (Definitions). Specify any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential. Notwithstanding the designation of any such information as Commercially Sensitive Information, if the information would not be exempt under FOIA or the EIRs the Customer may publish it under Clause 34.4.8 (Transparency and Freedom of Information).* |

**OTHER CALL OFF REQUIREMENTS**

|  |  |  |
| --- | --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):**[**Recital A**]****[**OR**]****[**Recitals B to E**]****[**Recital C - date of issue of the Statement of Requirements: **[ ]]** **[**Recital D - date of receipt of Call Off Tender:**[ ]]** | *Guidance Note: See the preamble to the Call Off Terms. Select recital A, if you awarding the Call Off Contract by way of direct award. Select recitals B to E, if awarding the Call Off Contract by way of further competition. If you have selected recitals B to E, complete the date of issue of the Statement of Requirements and the date of receipt of the Call Off Tender.*  |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):****[**Not required**]** **[**OR**]****[**This Call Off Contract is subject to a Call Off Guarantee from [*insert name of Call Off Guarantor*] which [[has been procured by the Supplier and delivered to the Customer on [*insert date*]] [or] [[the Supplier must procure and deliver to the Customer by [*insert date*]]**]** | *Guidance Note: See Clauses 4 (Call Off Guarantee), 41.1 (Termination in relation to Call Off Guarantee) and 45.1 (Consequences on expiry or termination). Consider whether the Supplier should provide a Call Off Guarantee on or before the Call Off Commencement Date (and check if the Customer has procured a Framework Guarantee under the Framework Agreement which covers the Call Off Contract). If so, set out the requirement in accordance with Clause 4.* |
| **10.3** | **Security**:**[**Select short form security requirements**]****[**or**]****[**Select long form security requirements**]****[**AND**]****[**Security Policy**]** | *Guidance Note: See Call Off Schedule 7 (Security); and the definition of “Security Policy” in Call Off Schedule 1 (Definitions).* *Consider and select short form (paragraphs 1 to 5 of Schedule 7 (Security)) or long form terms (paragraphs 1 to 8 of Schedule 7); insert in Annex 1 any additional security requirements of the Customer that should form the “Security Policy” under this Call Off Contract., as appropriate to your security requirements.* |
| **10.4** | **Accessibilty Policy****[Not applied]****[OR]****[To be provided by the Customer before the Commencement Date]** | *Guidance Note: if the Customer wants the Supplier to comply with its Accessibility Policy ensure it is handed over to the Supplier before the Commencement Date.* |
| **10.5** | **Equality and Diversity Policy****[Not applied]****[OR]****[To be provided by the Customer before the Commencement Date]** | *Guidance Note: if the Customer wants the Supplier to comply with its Equality and Diversity Policy ensure it is handed over to the Supplier before the Commencement Date.* |
| **10.6** | **ICT Policy:****[**Not applied]**[**OR**]****[**To be provided by the Customer before the Commencement Date] | *Guidance Note: if the Customer wants the Supplier to comply with its ICT Policy, ensure it is handed over to the Supplier before the Commencement Date.* |
| **10.7** | **Testing**: **[**Not applied]**[**OR**]****[**In Call Off Schedule 5 (Testing)**]****[**OR**]****[**Call Off Schedule 5 (Testing) shall be amended as follows: [ ]**]** | *Guidance Note: see Clause 12 (Testing) and Call Off Schedule 5 (Testing). Select the third option if you have any specific testing requirements in addition to, modification or substitution of the default provisions in Call Off Schedule 5 (Testing).* |
| **10.8** | **Business Continuity & Disaster Recovery**: **[**Not applied**]** **[**OR**]****[**In Call Off Schedule 8 (Business Continuity and Disaster Recovery)**]****[**OR**]****[**Call Off Schedule 8 (Business Continuity and Disaster Recovery shall be amended as follows:[ ]**]****Disaster Period**:For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be **[***insert period of time***]** | *Guidance Note: see Clause 15 of the Call Off Terms and Call Off Schedule 8 (Business Continuity and Disaster Recovery). Select the third option of you have any specific Business Continuity and Disaster Recovery requirements in addition to, modification or substitution of the default provisions in Call Off Schedule 8 (Business Continuity and Disaster Recovery).**See the definition of Disaster in Call Off Schedule 1 (Definitions). Note that the definition of Disaster will not be made out unless the Services are (or reasonably anticipated to be) unavailable for a specified period of time. Specify the applicable period.* |
| **10.9** | **Failure of Supplier Equipment (Clause 32.8 of the call off Terms:** **[**Not applied**]****[**OR**]****[**For the purpose of that Clause the value for X shall be [*insert number of Service Failures*] and the value for Y shall be [*insert number of months*]**]** | *Guidance Note: see Clause 32.8 (Supplier Equipment) which allows the Customer to request the replacement of any Supplier Equipment if it causes ‘X’ number of Service Failures within ‘Y’ months. Note the definition of Service Failure in Call Off Schedule 1 (Definitions). Specify if the Clause should apply and, if so, populate the values for ‘X’ and ‘Y’ referred to in Clause 32.8.* |
| **10.10** | **Protection of Customer Data** (Clause 34.2.3 of the Call Off Terms):**[ ]** | *Guidance Note: See Clause 34.2.3 (Protection of Customer Data). If required from the outset, specify the format for the Supplier to supply the Customer Data to the Customer when needed.*  |
| **10.11** | **Notices** (Clause 55.6 of the Call Off Terms):Customer’s postal address and email address: **[ ]**Supplier’s postal address and email address: **[ ]** | *Guidance Note: Specify the postal address and email address of both the Customer and the Supplier for the purpose of serving notices under the Call Off Contract as required under Clause 55 (Notices).* |
| **10.12** | **Transparency Reports**In Call Off Schedule 13 (Transparency Reports) | *Guidance Note: Consider Call Off Schedule 13 (Transparency Reports). If Transparency reports are required, populate Annex 1 of Call Off Schedule 13.* |
| **10.13** | **Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):****[ ]** | *Guidance Note: Include any other provisions in addition to, modification or substitution of the Template Call Off Terms prior to those becoming the Call Off Terms of the Call Off Contract. Include any Alternative or Additional Clauses from Call Off Schedule 14 (Alternative and/or Additional Clauses).* *Note the guidance note at the outset of the Template Call Off Order Form in respect of the permissibility of such changes.* *If you place repeat Orders of the same nature which contain repeat requirements, consider creating a customised set of amended and/or refined Template Call Off Terms or a Call Off Schedule containing those amendments or refinements (including incorporating any Alternative or Additional Clauses from Call Off Schedule 14 (Alternative and/or Additional Clauses)) which you can use with every Order.* |
| **10.14** | **Call Off Tender**:In Schedule 15 (Call Off Tender) | *Guidance Note: If you award the Call Off Contract following a further Competition Procedure, insert in Schedule 15 (Call Off Tender) a copy of the Call Off Tender submitted by the Supplier in response to the Customer’s Statement of Requirements.*  |
| **10.15** | **Customer’s Social Value priorities****[**Not applied]**[**OR**]****[**To be provided by the Customer before the Commencement Date] | *If Customer wishes to award the Call Off Contract following a further Competition Procedure, the Customer must highlight it’s Social Value priorities and ensure any appropriate supporting materialis handed over to the Supplier before the Commencement Date.* |

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

|  |
| --- |
| **For and on behalf of the Supplier:** |
| Name and Title |  |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** |
| Name and Title |  |
| Signature |  |
| Date |  |