

Framework Schedule RM6217 (Order Form and Call-Off Schedules Direct Award)

Order Form Health Education England

CALL-OFF REFERENCE: [Atamis contract reference to be insert AO to complete]

THE BUYER: Health Education England

BUYER ADDRESS Blenheim House, Duncombe Street,
Leeds, LS1 4PL

THE SUPPLIER: Calder Conferences

SUPPLIER ADDRESS: 4 Woodside Court, Clayton Wood Rise
Leeds LS16 6RF

REGISTRATION NUMBER: 3702902

DUNS NUMBER: 237077883

SID4GOV ID: 237077883

CALL-OFF START DATE: 1st April 2022

CALL-OFF EXPIRY DATE: 31st March 2025

CALL-OFF INITIAL PERIOD: Three (3) years

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months

GO LIVE DATE: Transitioning from RM6016 on 1st April 2022.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 1st April 2022 date of issue.

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions.

CALL-OFF LOT(S) AND SPECIFICATION) TERMS:

APPLICABLE SCHEDULE 20 (CALL-OFF

Column 1		Column 2
LOT NUMBER AND DESCRIPTION	Tick as applicable	SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS
Lot 1: Booking Solutions UK Points of Sale — Low Touch	0	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 5 (Lot 1: Booking Solutions UK Points of Sale — Low Touch)
Lot 2: Booking Solutions UK & Overseas Points of Sale — High Touch	0	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 6 (Lot 2: Booking Solutions UK & Overseas Points of Sale — High Touch)
Lot 3: Booking Solutions Specialist Needs	0	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 7 (Lot 3: Booking Solutions Specialist Needs)
Lot 4: Booking Solutions Venues & Events	X	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 8 (Lot 4: Booking Solutions Venues & Events)

Only those paragraphs of Schedule 20 (Call-Off Specification) listed in "column 2" of the above table (which, for the avoidance of doubt apply to the Call-Off Lot(s) selected by the Buyer) shall be incorporated into the Call-Off Contract, and those which do not apply to the Call-Off Lots(s) selected by the Buyer, shall not be incorporated into the Call-Off Contract.

The Buyer must comply with its obligations set out in Schedule 20 (Call-Off Specification).

CALL-OFF INCORPORATED TERMS

Nothing in this call-off contract shall prevent a Recipient Party from using any techniques, ideas, or Know-How which the Recipient Party has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of its Intellectual Property Rights.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification).

Overseas Points of Sale

Not Applicable

MAXIMUM LIABILITY

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £5,736,619 (Financial Year 2022 - indicative value)

CALL-OFF CHARGES

Free of charge

CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE

The total anticipated potential value of the Call-Off Contract is in the following potential range shall be subject to the call-off orders.

Notwithstanding anything to the contrary contained in the Call-Off Contract, the total anticipated potential value set out above does not create a commitment of any kind from the Buyer in relation (or bind the Buyer in any way) to any minimum committed spend, volume or otherwise and such anticipated potential value will not be taken into account when calculating any reasonable committed and unavoidable Losses under Clause 10.6.3(b) of the Core Terms.

REIMBURSABLE EXPENSES

Not applicable

PAYMENT METHOD

Current Payment Options: Individual and/or single bill back — not consolidated

Current Invoice Option: Invoice per individual event — 30-day payment terms.

Invoice sent by Tradeshift

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

BUYER'S INVOICE ADDRESS:

Health Education England

T73 Payable F485

Phoenix house

Topcliffe Lane

Wakefield

WF3 1WE SBS.APInvoicing@nhs.net

BUYER AUTHORISED REPRESENTATIVE

[REDACTED]

Senior Financial Accountant

[REDACTED]

BUYER'S SECURITY POLICY

ICT POLICY

Not application — this is not an online solution

SUPPLIER AUTHORISED REPRESENTATIVE

[REDACTED]

Chief Executive Officer

[REDACTED]

Calder Conferences

4 Woodside Court, Clayton Wood Rise

Leeds, LS16 6RF

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Operations Director

[REDACTED]

Calder Conferences

4 Woodside Court, Clayton Wood Rise

Leeds, LS16 6RF

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month on a quarterly basis

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter or other, as agreed with Calder Operation Director, Joanne Riordan

QUALITY PLANS

Please see attached Service Levels - to be agreed in the first month of transitioning with Calder Operations Director

1

RM6217 Quality
Plan.docx

KEY STAFF

Customer Relationship Category Manager

Email: [REDACTED]

Calder Conferences

4 Woodside Court, Clayton Wood Rise

Leeds, LS16 6RF

Tel: 0844 375 3288/From a mobile 0113 397 9432

KEY SUBCONTRACTOR(S)

Amplitude Event Solutions Limited — Registration number:

09874604 Live Group — Registration number: 01201913

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: Uncapped

The Service Period is: One Month

A Critical Service Level Failure is: (e.g.)

- Supplier inability to provide venue/end supplier options
- Supplier being unavailable for offline contact

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 3 (Continuous Improvement) and/or Call-Off Schedule 4 (Call-Off Tender)]

For and on behalf of the Supplier:

Signature:

[REDACTED]

Name:

[REDACTED]

Role:

Chief Executive Officer

Date:

02/11/2022

For and on behalf of the Buyer:

Signature:

[REDACTED]

Name:

[REDACTED]

Role:

Director of Finance

Date:

27/09/2022