

SCHEDULE 6 - CALL-OFF CONTRACT

TfL Framework Number: TfL94481

DfT Call-Off Contract Number: TLOT10147

THIS CALL-OFF CONTRACT is made the day of 14th March 2023

BETWEEN:

- (1) Department for Transport, 44 Horseferry Road, London, SW1P 2AA ("**the Authority**"); and
- (2) Diversity and Ability Ltd, a company registered in England and Wales (Company Registration Number 07525234) whose registered office is at Spaces, Mocatta House, Trafalgar Place, Brighton, East Sussex, BN1 4DU ("**the Service Provider**").

RECITALS:

- A. The Contracting Authority and the Service Provider entered into an agreement dated 16/09/2019 which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or the Authority ("**the Agreement**").
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

- 1.1 The terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. SERVICES

- 2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1
- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The

Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.

- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the [*Authority*]

Signature:

Name: [REDACTED] (Commercial Relationship Manager DFT)

Date: 28/03/2023

SIGNED

For and on behalf of [*the Service Provider*]

Signature:

Name: [REDACTED] Director of Finance and Procurement

Date: 27/3/2023

Attachment 1

[To be completed by the Authority]

1. Services to be provided - Disability equality training consisting of a half-day session travelling with disabled access guides on different modes of transport to highlight barriers for different disabilities. Followed by a half day classroom session to put learning into context and understand how to make the transport network more inclusive and more accessible.

2. Timetable

Commencement date: Over the period January – March 2023, for the provision of 18 sessions

3. Liquidated Damages

Amount of liquidated damages per day (if any): N/A

4. Expenses

Expenses that the Service Provider may claim: N/A

5. Authority Account Details

DfT Purchase Order - TBC
Relevant cost centre: 200762

6. Address for Invoices

Address where invoices shall be sent: *[Authority]*
Accounts Payable
DfT Shared Service Centre
5 Sandringham Park
Swansea Vale
Swansea
SA7 0EA
Or via email ssa.invoice@sharedservicesarvarto.co.uk

7. Authority Call-Off Co-ordinator - [REDACTED]

8. Availability of Key Personnel - The Service Provider's Key Personnel shall be available at the following period of notice: 30 days

9. Other information or conditions – N/A

Attachment 2

[To be completed by the Service Provider]

1. Charges - £17,100 excl VAT

2. Key Personnel - *The Service Provider's Key Personnel*

3. Proposed sub-contractors (if any) – *N/A*