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RM6168: Estate Management Services Order con_23934 Barnet Civil and Family Courts Centre Rent Review and Lease Restructure

Guidance:

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract from as outlined in section 4.3 of Framework Schedule 1 and Annex A of Framework Schedule 1 only.

You can complete and execute a Call-Off Contract by using an equivalent document or electronic purchase order system. If an electronic purchasing system is used, the text below must be copied into the electronic order form.

You must complete Part 1 of the Order Form Template to provide the information needed to populate a Call-Off Contract. Part 2 of the Order Form Template incorporates documents into the Call-Off Contract to create a complete set of terms. Part 2 also makes choices for some elections which are required to create a complete set of terms in a way that CCS expects to be most appropriate for Call-Off Contracts created using this Order Form.

If you want to add or amend any aspect of any of the terms or elections incorporated into the Call-Off Contract by Part 2 of this Order Form, you must use the box below marked "Call-Off Special Terms". Call-Off Special Terms rank ahead of the incorporated terms and elections.

You must complete Annex 1 - Processing Personal Data as part of completing the Order Form.

Order Form Template

This Order Form is for direct awards for the provision of the Deliverables which form part Framework Contract RM6168:

Part 1: Buyer and Supplier to complete

Buyer Name	Ministry of Justice acting on behalf of the Secretary of State for Justice
Buyer Contact	REDACTED UNDER FOIA 40 PERSONAL INFORMATION
Buyer Address	102 Petty France, Westminster, London, SW1H 9AJ
Invoice Address (if different)	Shared Services Connect Limited, His Majesty's Courts and Tribunals Services, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ APinvoices-CTS-U@gov.sscl.com
Buyer's Authorised Representative	REDACTED UNDER FOIA 40 PERSONAL INFORMATION
Buyer's Data Protection Officer	N/A
Buyer's Environmental Policy	N/A
Buyer's Security Policy	N/A
Security Representative of the Buyer	N/A

Supplier Name	Jones Lang LaSalle Limited
Supplier Contact	REDACTED UNDER FOIA 40 PERSONAL INFORMATION
Supplier Address	Lease Advisory 30 Warwick Street, London W1B 5NH
Registration Number:	01188567
DUNS Number	
SID4GOV ID	

Payment Method	Purchase Order REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS
Supplier's Authorised Representative	REDACTED UNDER FOIA 40 PERSONAL INFORMATION
Supplier's Contract Manager	REDACTED UNDER FOIA 40 PERSONAL INFORMATION
Supplier's Data Protection Officer	N/A
Security Representative of the Supplier	N/A
Commercially Sensitive Information	N/A

Framework Ref	RM6168
Call-Off Lot	Lot 3 Agency and Lease Management
Estate Management Services	Barnet Civil and Family Courts Centre - Rent Review and Lease Restructure
Call-Off (Order) Ref	Con_23934 (CUA number EMS-34089-2024)
Call-Off (Order) Date	
Call-Off Charges	In alignment with Framework RM6168 terms and conditions, and as per 10042024 Letter of Engagement. The total estimated sum is £45,000
Call-Off Start Date	24/05/2024
Call-Off Expiry Date	The day falling 6 months after the Call-Off Start Date; or whenever the activity required for the Rent Review and Lease Re-gear/Lease restructure are satisfactorily concluded.
Extension Period	N/A
Maximum Liability	The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £45,000
Progress Report Frequency	To be agreed with HMCTS Property Representative
Progress Meeting Frequency	To be agreed with HMCTS Property Representative

CALL-OFF INCORPORATED TERMS

The documents listed in Part 2 of the Order Form under the heading “Call-Off Incorporated Terms” are incorporated into this Call-Off Contract and the order of precedence listed. Where numbers are missing those schedules are not incorporated into the Call-Off Contract.

No other Supplier terms are part of the Call-Off Contract. This includes any terms that have either been written on the back of, or added to, this Order Form, or presented to the Buyer at the time of Delivery.

DELIVERABLES

The requirement

Key Background Information

- Barnet Civil and Family Courts Centre, St Mary’s Court, Regents Park Road, Barnet, London, N3 1BQ (ePIMS 229786).
- **REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS**
- **REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS**

There are **REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS** remaining on the lease and HMCTS would like to seek a re-gear of the lease or have a reversionary lease in place. The property requires significant investment and must be retained long term operationally

Summary of Requirement

- To settle the rent review effective 15th April 2024 at a fair market value.
- Obtain a restructure of the leasehold to extend the term to a further **REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS** from now.

This will involve the follow activities (although not exclusively):

- Review of all documentation, identify legal issues, inspecting the premises, planning investigation, redevelopment appraisal, consider comparable evidence, reporting on values and strategy for negotiations. Negotiate the rent review and bring forward a referral for third party determination, requiring reporting to an appointed arbitrator when required.
- Negotiate a structure for a lease re-gear or reversionary lease to ensure continuity of long term occupation.

PERFORMANCE OF THE DELIVERABLES

Key Staff

HMCTS Property Representative:

- 1) **REDACTED UNDER FOIA 40 PERSONAL INFORMATION**
- 2) **REDACTED UNDER FOIA 40 PERSONAL INFORMATION**

JLL Representative:

- 1) REDACTED UNDER FOIA 40 PERSONAL INFORMATION
- 2) REDACTED UNDER FOIA 40 PERSONAL INFORMATION

Key Subcontractors

N/A

CALL-OFF SPECIAL TERMS

Call-Off Special Term 1

N/A

Call-Off Special Term 2

N/A

Call-Off Special Term 3

Suppliers will comply with the MoJ security vetting requirements in respect that all personal will be prepared to participate in vetting application processes for the required levels of security vetting.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Part 2 – Other Applicable Terms

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6168**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

Joint Schedules for **RM6168**

- Joint Schedules for **RM6168**
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)

Call-Off Schedules for **RM6168**

- Order Form- Template-Short-Form
- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call Off tender (V3.1))
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 12 (Clustering)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)

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- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 17 (MOD Terms) - **Not Applicable**
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 19 (Scottish Law) - **Not Applicable**
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Northern Ireland Law) - **Not Applicable**

5. CCS Core Terms (version 3.0.10)

6. Joint Schedule 5 (Corporate Social Responsibility) **RM6168**

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

REIMBURSABLE EXPENSES

None

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

Note: The Buyer will update this Order Form to reflect whether or not a guarantee is required once the identity of the Supplier is known. That will depend on whether the availability of guarantees for Call-Off Contracts is a condition of the Supplier being awarded a Framework Contract.

1. Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1.1.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.1.1.2 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Joint Controllers</p> <p>N/A</p> <p>The Parties are Independent Controllers of Personal Data</p> <p>N/A</p>
Duration of the Processing	The Framework Contract Period and thereafter, until expiry or termination of the last Call-Off Contract under the Framework, including the period until all transactions relating to Call-Off Contracts have permanently ceased
Nature and purposes of the Processing	<p>To facilitate the procurement of Goods and Services from the Framework Contract by public sector organisations and enable CCS to provide ongoing support and a point of escalation for Buyers in the day to day management of their individual Call-Off Contracts.</p> <p>Day to day management and performance of obligations under the Framework Contract, including exit management and other associated activities.</p>
Type of Personal Data	<p>Personal details of each Party's Personnel engaged in the performance of obligations and day to day management of the Framework Contract:</p> <ul style="list-style-type: none"> • Full name • Job title • Organisation name • Business/workplace address • Business/workplace email address

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	<ul style="list-style-type: none">• Business/workplace telephone/mobile number(s)• Supplier Personnel date of birth (when required for security purposes when Supplier Personnel visit CCS premises)• Supplier Dun & Bradstreet Data Universal Numbering System (DUNS number)• Registered company details including registered company name, address and company registration number (CRN)• Bank account details for activities related to the Management Charge• Management Information
Categories of Data Subject	Personnel data of the Parties involved in the performance of obligations and day to day management of the Contract.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>Data will be retained for seven (7) years after the duration of the processing outlined above and in accordance with the CCS Privacy Notice.</p> <p>In accordance with the Core Terms, all CCS data and any copies held by the Supplier must be securely erased once the Processing is complete, unless the Supplier is required by law to retain it.</p> <p>In accordance with the Core Terms, all Storage Media that has held CCS data must be securely destroyed at the end of life of the media. All destruction of media must be in line with good industry practice.</p>