Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

Framework Schedule 6

CALL-OFF REFERENCE: PS/23/153

THE BUYER: DVLA

BUYER ADDRESS C1 West, DVLA, Swansea, SA6 7JL

SUPPLIER REFERENCE OP001280752

THE SUPPLIER: Virgin Media Business Limited

SUPPLIER ADDRESS: 500 Brook Drive, Reading, RG2 6UU

REGISTRATION NUMBER: 01785381

DUNS NUMBER: **289824328**

SID4GOV ID: Not applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated as per the final signature date on the last page of this Order Form.

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT(S): Lot 1a

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 and Call-Off Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6116
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6116

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM6116
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 14 (Service Levels)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6116
- 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

<u>Special Term 1.</u> The parties agree that the Supplier may bill the Buyer for the Charges through its Affiliate, Telefonica UK Limited, acting as the Suppliers billing and collections agent (the "Billing Agent"). Any invoice for Services from a Billing Agent must be settled on and in accordance with the terms of the Contract.

CALL-OFF START DATE: 08/11/2023

CALL-OFF EXPIRY DATE: 31/08/2026

CALL-OFF INITIAL PERIOD: 33 Months

CALL-OFF OPTIONAL EXTENSION PERIOD

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Buyer may terminate the Contract or an individual Service by giving the Supplier not less than 90 days' written notice, provided such notice does not take effect until the last date of the Call-Off Initial Period.

CATALOGUE SERVICE OFFER REFERENCE

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RM6116-VMB-LOT1a-VMBSO007

CALL-OFF DELIVERABLES VIA DIRECT AWARD

Option A: Please refer to the table below under Call Off Charges.

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 £37,728.62

CALL-OFF CHARGES

Option A:

A end Postcode	A end Address	B end Postcode	B end Address	Circuit Ref	Product	Bandwidt h	Bearer	SO Service	SO Installatio n Charge	SO Annual rental Charge
SA6 7JL	Longview Road, Morriston, Swansea	SA5 4AW	Fforestfach, Swansea West Industrial Park, Fforestfach, Swansea	CAL0123345	Dedicated HCS	2Gb	10Gbps	HCS- Connect01:015	£0	£2,601.88
SA6 7JL	Longview Road, Morriston, Swansea	SA5 4AW	Fforestfach, Swansea West Industrial Park, Fforestfach, Swansea	CAL0123346	Dedicated HCS	2Gb	10Gbps	HCS- Connect01:015	£0	£2,601.88
SA6 7JL	Longview Road, Morriston, Swansea	SA5 4AW	Fforestfach, Swansea West Industrial Park, Fforestfach, Swansea	CAL0123354	Dedicated HCS	2Gb	10Gbps	HCS- Connect01:015	£0	£2,601.88
SA6 7JL	Longview Road, Morriston, Swansea	SA5 4AW	Fforestfach, Swansea West Industrial Park, Fforestfach, Swansea	CAL0123356	Dedicated HCS	2Gb	10Gbps	HCS- Connect01:015	£0	£2,601.88
SA6 7JL	Longview Road, Morriston, Swansea	SA7 0AD	4 Sandringham Park, Swansea Vale, Swansea	CAL0123373	Dedicated HCS	2Gb	10Gbps	HCS- Connect01:015	£0	£2,601.88
SA6 7JL	Longview Road, Morriston, Swansea	SA7 0AD	4 Sandringham Park, Swansea Vale, Swansea	CAL0123376	Dedicated HCS	2Gb	10Gbps	HCS- Connect01:015	£0	£2,601.88
SA6 7JL	Longview Road, Morriston, Swansea	SA7 OAN	Upper Forest, Swansea Vale, Swansea	CAL0123385	Dedicated HCS	2Gb	10Gbps	HCS- Connect01:015	£0	£2,601.88
SA6 7JL	Longview Road, Morriston, Swansea	SA7 OAN	Upper Forest, Swansea Vale, Swansea	CAL0123387	Dedicated HCS	2Gb	10Gbps	HCS- Connect01:015	£0	£2,601.88
SA7 0AD	4 Sandringham Park, Swansea Vale, Swansea	SA5 4AW	Fforestfach, Swansea West Industrial Park, Fforestfach, Swansea	CAL0123394	Dedicated HCS	10Gbps	10Gbps	HCS- Connect01:040	£0	£16,913.58

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment is to be made by BACS. Details will be provided on the Supplier's invoice.

BUYER'S INVOICE ADDRESS:

ssa.invoice@sharedservicesarvato.co.uk

Framework Ref: RM6116 Project Version: v1.0 Model Version: v3.8

3

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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BUYER'S AUTHORISED REPRESENTATIVE

Karen F Evans
Commercial Advisor
KarenF.Evans@dvla.gov.uk
C2/West, DVLA, Swansea SA6 7JL

BUYER'S ENVIRONMENTAL POLICY

The Supplier will comply with its own Environmental Policy.

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

Stephen Smith
Frameworks Manager
Public.Procurement@virginmedia.co.uk

SUPPLIER'S CONTRACT MANAGER

Claire Graves
Account Manager
claire.graves@virginmediao2.co.uk
500 Brook Drive, Reading RG2 6UU

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

The following is the Supplier's Commercially Sensitive Information: Call-Off Order Form including Call-Off Schedule 4 (Call-Off Tender), Supplier's Security Management Plan and all Supplier's policies.

SERVICE CREDITS

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

The Service Credit Cap is: In the period from the Call-Off Start Date to the end of the first Call-Off Contract Year: £15,000.

The Service Period is: one (1) Month

A Critical Service Level Failure is: Refer to Call-Off Schedule 14 (Service Levels).

The required Service Maintenance Level for the Data Access Services is:

Level 4 if HCS

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is one (1) Month

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on b	ehalf of the Supplier:	For and on behalf of the Buyer:			
Signature:	Rupes Din	Signature:	Damian Lawson		
Name:	Rupee Diu	Name:	Damian Lawson		
Role:	Sales Manager	Role:	IT Commecial Category Manager		
Date:	21-09-2023	Date:	5-10-2023		

END OF DOCUMENT