

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Manufacturing, Storage, Delivery and Installation of Furniture** dated **04/09/2017**.

The Supplier agrees to supply the Goods and/or 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.

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| Order Number | Liverpool FFE Hub - SR1996703337 |
| Customer reference number | [REDACTED] |
| From | HM Revenue & Customs ("CUSTOMER") |
| To | Wagstaff Bros Ltd T/A Wagstaff Interiors Group ("SUPPLIER") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: 30th December 2020 |
| 1.2. | Expiry Date: End date of Initial Period 29 th December 2022 End date of Extension Period N/A Minimum written notice to Supplier in respect of extension: N/A |

2. GOODS AND/OR SERVICES

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| 2.1 | Goods and/or Services required: In Call Off Schedule 2 (Goods and/or Services) |
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3. IMPLEMENTATION PLAN

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| 3.1. | Implementation Plan: |
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| | The Supplier shall provide the Customer with a draft Implementation Plan for Approval within 7 Working Days from the Call Off Commencement Date |
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4. CONTRACT PERFORMANCE

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| 4.1. | <p>Standards:</p> <p>The Supplier shall perform its obligations under this Framework Agreement in accordance with:</p> <ul style="list-style-type: none"> the requirements of this Framework Agreement, including Framework Schedule 8 (Framework Management); the terms and conditions of the respective Call Off Contracts; Good Industry Practice; all applicable Standards; and in compliance with all applicable Law. <p>The Supplier shall bring to the attention of the Authority any conflict between any of the requirements of Clause 11 and shall comply with the Authority's decision on the resolution of any such conflict.</p> |
| 4.2 | <p>Service Levels/Service Credits:</p> <p>In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring). HMRC reserve the right to invoke Clause 38.2 Rectification Plan Process.</p> <p>Service Credit Cap (Call Off Schedule 1 (Definitions)):</p> <p>Not applied however HMRC reserve the right to invoke Clause 38.2 Rectification Plan Process.</p> <p>Customer periodic reviews of Service Levels (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>Not applied</p> <p>Retention Sum</p> <p>If the supplier fails to achieve KPI 1. PRODUCT outlined in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring), then HMRC reserve the right to retain 5% of the value i.e. for a £100k project the retention would be £5000.</p> |
| 4.3 | <p>Critical Service Level Failure:</p> <p>HMRC reserve the right to invoke Clause 38.2 Rectification Plan Process.</p> |
| 4.4 | <p>Performance Monitoring:</p> |

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| | In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) |
| 4.5 | <p>Period for providing Rectification Plan:</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p> <p>Clause 38.2 - HMRC will issue Rectification Plan where the supplier fails to achieve 2 or more KPIs in a 12 month rolling period.</p> |

5. PERSONNEL

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| 5.1 | <p>Key Personnel:</p> <p>██████████</p> <p>██████████</p> <p>████████████████████</p> |
| 5.2 | <p>Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>N/A</p> |

6. PAYMENT

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| 6.1 | <p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> |
| 6.2 | <p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> |
| 6.3 | Not Used |
| 6.4 | <p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>HMRC has a "Purchase Order Mandatory Policy" and will process all purchase orders and all invoices using its eTrading system MyBuy, provided by SAP Ariba.</p> |
| 6.5 | <p>Call Off Contract Charges fixed for (paragraph Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Two Call Off Contract Years from the Call Off Commencement Date</p> |
| 6.6 | <p>Supplier periodic assessment of Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>N/A</p> |
| 6.7 | <p>Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p> |

7. LIABILITY AND INSURANCE

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| 7.1 | Estimated Year 1 Call Off Contract Charges: The sum of [REDACTED] |
| 7.2 | Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms); In Clause Error! Reference source not found. of the Call Off Terms |
| 7.3 | Insurance (Clause [REDACTED] of the Call Off Terms): Minimum insurance indemnities as defined in the Framework Agreement will apply. |

8. TERMINATION AND EXIT

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| 8.1 | Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms |
| 8.2 | Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): The period of thirty (30) Working Days in Clause Error! Reference source not found. |
| 8.3 | Undisputed Sums Limit: In Clause Error! Reference source not found. of the Call Off Terms |
| 8.4 | Exit Management: Not applied |

9. SUPPLIER INFORMATION

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| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets: A visit to the premises and the floors as part of this project will NOT take place due to current Covid 19 restrictions. |
| 9.2 | Commercially Sensitive Information: Cost breakdowns will be treated as commercially sensitive. |

10. OTHER CALL OFF REQUIREMENTS

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| 10.1 | Recitals (in preamble to the Call Off Terms): |
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| | <p>Recitals B to E</p> <p>Recital C - date of issue of the Statement of Requirements: 01st October 2020</p> <p>Recital D - date of receipt of Call Off Tender: 30th October 2020</p> |
| 10.2 | <p>Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>Not required</p> |
| 10.3 | <p>Security:</p> <p>In Call Off Schedule 7 (Security)</p> |
| 10.4 | <p>ICT Policy:</p> <p>Not applied</p> |
| 10.5 | <p>Testing:</p> <p>Not applied</p> |
| 10.6 | <p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period:</p> <p>For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A</p> |
| 10.7 | <p>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</p> <p>Not applied</p> |
| 10.8 | <p>Protection of Customer Data (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>N/A</p> |
| 10.9 | <p>Notices (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>Customer’s postal address and email address:</p> <p>██</p> <p>████████████████████</p> <p>████████████████████</p> <p>██</p> |

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 Goods and/or 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:

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| Name and Title |  |
| Signature | |
| Date | |

For and on behalf of the Customer:

| | |
|----------------|---|
| Name and Title |  |
| Signature | |
| Date | |