

Call-Off Schedule 22 (Lease Terms)

1. Introduction

- 1.1 The Buyer has decided to lease Equipment under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirement using Framework Schedule 6 (Order Form Template and Call-Off Schedules) including specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 22 (Lease Terms), the Core Terms and each Equipment Order Form.

2. Definitions

- 2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Actual Delivery Date" the date on which Equipment is actually delivered to the Buyer;

"Additional Charges" the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or an Equipment Order;

"Delivery Place" the place for delivery specified in the Equipment Order;

"Delivery Date" the original date specified as the due date for delivery of the Equipment in the Equipment Order;

"Equipment" the devices products or technology infrastructure as set out in Framework Schedule 1 - Specification and ordered by the Buyer as may be supplemented in the Call-Off Contract or in an Equipment Order;

"Equipment Order" the agreement specifying the Equipment that the Buyer will hire from the Supplier under the Call-Off Contract which will be in the form prescribed by the Buyer or in an equivalent form as agreed by the Parties from time to time;

"Equipment Specific Maintenance" (a) repairs but excluding costs occasioned by wilful damage, neglect, accident damage or top ups of consumables between routine maintenance visits; and

(c) replacement of consumable items during the Lease Period, except where such

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	replacement is occasioned by the lack of care or abuse of the Equipment by the Buyer;
"Lease Payments"	the Charges (exclusive of any applicable VAT) payable to the Lessor by the Buyer under the Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract whose price must not be greater than the prices provided for in the Framework Contract from time to time;
"Lease Period"	in relation to the Equipment, the period commencing on the Actual Delivery Date for that Equipment and ending on the Return Date for that Equipment unless extended or terminated early in accordance with this Call-Off Contract;
"Lease Terms"	the terms and conditions of supply and lease set out in this Call-Off Schedule 22;
"Net Book Value"	the value of the Equipment from time to time being its purchase price less an amount equal to the depreciation of the Equipment, calculated on a straight-line basis, at the time a valuation is made;
"Lessor"	the person who has title to the Equipment and who is listed as the Lessor in the Equipment Order;
"Purchase Option"	the Buyer's option to purchase the Equipment as more fully described in paragraph 9;
"Purchase Option Price"	the price of the Purchase Option set out in the Equipment Order;
"Rental"	the amount specified in the Equipment Order;
"Return Date"	the date so specified in the Equipment Order or as varied by the application of paragraph 5.5;
"Termination Sum"	for the Equipment, the aggregate of: a) any Rentals due but unpaid up to the date of termination; b) any other sum due or to become due to the Supplier hereunder by reason of any breach by the Buyer prior to the date of termination of any of its obligations under the Lease Terms; and

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c) the termination rental charges calculated in accordance with the Call-Off Contract or, if lower, 50% of the Rentals that would have been payable under the Lease Terms but for the termination; and

3. Exclusion of certain Core Terms

3.1 When the Parties have entered into a Call-Off Contract which incorporates the Lease Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

3.1.1 Clause 3.1.2 does not apply to the Call-Off Contract;

3.1.2 Clause 3.2 does not apply to the Call-Off Contract;

3.1.3 Clause 8.7 does not apply to the Call-Off Contract;

3.1.4 Clause 10.2 does not apply to the Buyer extending the Lease Period of the Equipment;

3.1.5 Clause 10.3.2 does not apply to the Buyer terminating the hire of the Equipment; and

3.1.6 Clause 11.3 does not apply where the Buyer must pay a Termination Sum or any amount under paragraph 11.

4. Equipment Orders

4.1 Each Equipment Order is subject to and incorporates the Lease Terms so that no other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.

4.2 The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

4.3 The Supplier must send a confirmation of the Equipment Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within [forty-eight (48)] hours of receipt of the Equipment Order and the confirmation will confirm the order details including:

4.3.1 a description of the Equipment ordered;

4.3.2 the anticipated delivery details; and

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4.3.3 the name and address of the Supplier.

4.4 For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract.

5. Hiring Equipment

Lease

5.1 In consideration of the Lease agreement, the Supplier will deliver the Equipment to the Buyer in a timely manner and in accordance with the Call-Off Contract and the requirements notified to the Supplier in the Equipment Order.

5.2 Before the Delivery Date of any Equipment, the Buyer can amend or cancel and remove that Equipment from the Equipment Order by notifying the Supplier. If the Buyer does cancel all or part of an Equipment Order:

5.2.1 for standard specification Equipment, the Buyer can cancel any Equipment Order or part of any Equipment Order which has not been delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled Equipment Order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the ordered Equipment to an alternative customer.

5.2.2 In all other circumstances (including where the Equipment is not standard specification or less than **thirty (30)** days' notice is given), the Supplier will take all reasonable steps to allocate in full or in part the Equipment to an alternative buyer. If the Supplier is unable to re-allocate the Equipment, the Buyer must pay the Supplier any cancellation charges reasonably, properly and proven to be incurred by the Supplier provided that the Supplier can prove to the reasonable satisfaction of the Buyer that the Supplier has taken all reasonable efforts to minimise such charges; and

5.2.3 where the amendment or cancellation of an Equipment Order is directly or indirectly due to the Supplier's failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.

5.3 Each lease must include the option to extend the lease beyond its original term. The Buyer must give written notice to the Supplier [1 Month] prior to the end of the Lease Period and the Supplier must confirm its agreement (which the Supplier cannot unreasonably refuse). The Lease Payment payable in relation to any extension term shall not be greater than the original

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Delivery and Installation

- 5.4 The Supplier must give the Buyer confirmation of the anticipated Delivery Date for the Equipment within **five (5)** Working Days of receipt of the Equipment Order.
- 5.5 The Supplier will deliver the Equipment to the Delivery Place or as otherwise reasonably directed by the Buyer.
- 5.6 If the Buyer has specified that the Supplier must unload and / or install the Equipment at the Delivery Place, the Supplier must at the Buyer's expense install the Equipment at the Delivery Place. The Buyer must make sure that a duly authorised representative of the Buyer is present at this time.
- 5.7 The Supplier will, at the Supplier's cost, deliver the Equipment to the Buyer in a good working and clean condition on the Delivery Date.
- 5.8 The Supplier can only deliver the Equipment before the Delivery Date if the Buyer agrees to early delivery before the Supplier attempts such delivery.
- 5.9 Any defects to the Equipment shall be notified to the Supplier during the offloading or the installation by the Buyer and must be rectified within fourteen **(14) days** at no cost to the Buyer.
- 5.10 The Equipment is only delivered once a duly authorised representative of the Buyer signs a delivery note (which quotes the Supplier's order number and full details of the Equipment) to confirm delivery of the Equipment but that signature is not evidence that the Equipment complies with the requirements of the Equipment Order.
- 5.11 If, for any reason, the Buyer is unable to take delivery of the Equipment on or after the Delivery Date the Supplier must, at its own expense, store or arrange for the storage of the Equipment for a reasonable time and must safeguard the Equipment until actual delivery.
- 5.12 The Supplier must make sure (at its own cost) that the Equipment is delivered in a new and unused condition unless the Buyer requests otherwise. The Buyer can at its sole discretion reject the Equipment which is not in the condition requested and/or in respect of which the delivery note does not include the required information.
- 5.13 If the Supplier does not deliver the Equipment by the agreed time or specified date then the Buyer can withhold payment of the Lease Payments for that Equipment until the time when the Supplier actually delivers it.
- 5.14 If the Supplier becomes aware that the Equipment cannot be delivered by the agreed Delivery Date or if the Equipment is not actually delivered by its Delivery Date, the Supplier shall inform the Buyer of the revised delivery date. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must provide alternative Equipment of the same specification or one

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with an equivalent specification by the Delivery Date until the time the Equipment is actually delivered. If the Supplier cannot supply alternative Equipment by the Delivery Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of the Equipment of the same specification or one with an equivalent specification.

- 5.15 To facilitate delivery and, if applicable, installation, the Buyer must provide all requisite materials, facilities, access and suitable working conditions to enable delivery and, if applicable, installation to be carried out safely and efficiently.

6. Title, Possession And Risk

- 6.1 The Equipment is the property of the Lessor at all times and the Buyer will not have any right, title or interest in or to the Equipment apart from the right to possess and use the Equipment in accordance with the Call-Off Contract.
- 6.2 The Buyer accepts the Equipment by signing a delivery form and the Lease Period for that Equipment starts unless the Buyer notifies the Supplier that the Equipment is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Equipment Order by telephone and confirmed in writing, email or facsimile within seven (7) calendar days of delivery.
- 6.3 Once the Buyer notifies the Supplier of non-acceptance, the Parties will agree on a course of action to take.
- 6.4 Except where non-acceptance is due to default of the Buyer, in the event of non-acceptance the Supplier will, at its own expense make equivalent alternative Equipment available for use by the Buyer until the time that the Supplier actually delivers acceptable Equipment to the Buyer. If non-acceptance is due to the default of the Buyer, the Buyer can cancel the part of the Equipment Order relating to that Equipment but must pay reasonable cancellation charges to the Supplier.
- 6.5 From the time of acceptance of the Equipment, the Buyer bears the risk of loss or damage to the Equipment however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:
- 6.5.1 caused by the negligence of the Supplier, its Subcontractors or its agents; or
- 6.5.2 while the Supplier has possession of the Equipment, including for any maintenance.
- 6.6 The Supplier must give, and must make sure that the Lessor gives, the Buyer quiet possession of the Equipment and the Supplier warrants that the Buyer can peaceably hold the Equipment throughout the Lease Period free of any

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interference from the Supplier, the Lessor or any person acting through the Supplier.

7. Supplier's Obligations

Warranty

- 7.1 The Supplier warrants that the Equipment substantially conforms to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier.
- 7.2 The Supplier must use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within twenty four (24) Months from the Actual Delivery Date, provided that:
 - 7.2.1 the Buyer notifies the Supplier of any defect in writing within [ten (10)] Working Days of the defect occurring [or of becoming aware of the defect];
 - 7.2.2 the Buyer permits the Supplier to make a full examination of the alleged defect;
 - 7.2.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel;
 - 7.2.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Buyer or on its behalf; and
 - 7.2.5 the defect is directly attributable to defective material, workmanship or design.
- 7.3 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the Equipment.
- 7.4 If the Supplier does not remedy any material defect in the Equipment in accordance with Clause 7.2, the Supplier must, at the Buyer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rentals payable during the remaining term of the agreement

Indemnity

- 7.5 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due to a Default or due to the negligence of the Supplier, its servants or agents.

Equipment Collection

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- 7.6 At the Supplier's cost, the Supplier must collect the Equipment from the agreed collection point at the expiry or termination of the Lease Period within **five (5)** Working Days after the expiry or termination of the Lease Period.
- 7.7 The Supplier must agree a note of the condition of the Equipment with the authorised representative of the Buyer at the time of collection and state the condition on an inspection form.
- 7.8 If the Supplier does not collect the Equipment at the agreed time and collection point, the Supplier indemnifies the Buyer against all Losses due to the failure to collect the Equipment as agreed.

Relief Equipment

- 7.9 If, whilst in the United Kingdom, the Equipment becomes not fit for any of the purposes for which the Equipment of its type is commonly used and the Equipment Order states that the Buyer requires relief Equipment, the Supplier must make relief Equipment available for the Buyer's use within the conditions specified in the Call-Off Contract for a period up to twenty-eight **(28) days** for any one event.
- 7.10 The Supplier must provide relief Equipment that is, where reasonably possible, a comparable model to the Equipment which has become unfit for purpose.
- 7.11 The Buyer must return the relief Equipment as directed by the Supplier within **two (2)** Working Days of being informed that the original Equipment is fit for all of the purposes for which Equipment of its type is commonly used.
- 7.12 The Buyer must use and insure the relief Equipment on the terms specified within this Call-Off Contract.

8. Buyer's Obligations

Modifications

- 8.1 The Buyer must not alter, tamper with or modify any Equipment without the Supplier's written consent, which cannot be unreasonably withheld or delayed.

Limits of Use

- 8.2 While the Equipment is in its control, the Buyer must:
 - 8.2.1 keep and operate the Equipment in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner in accordance with any operating instructions provided by the Supplier;

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- 8.2.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to make sure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 8.2.3 not do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Lessor or the Supplier in the Equipment not allow the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is confiscated, seized or taken, the Buyer must notify the Supplier and the Buyer must at its sole expense use its best endeavours to procure an immediate release of the Equipment;
- 8.2.4 not do or allow anything to be done which could invalidate the insurances referred to in paragraph 8.9; and
- 8.2.5 not use the Equipment for any unlawful purpose.
- 8.3 The Buyer must make sure that at all times the Equipment is identifiable as being the Lessor's property and wherever possible must make sure that a visible sign is attached to the Equipment labelling it as the Lessor's property.
- 8.4 The Buyer must not sell or offer to sell the Equipment and can only part with possession or control of the Equipment to an authorised user in the employment of the Buyer.
- 8.5 The Buyer must not allow any lien to exist nor assign a mortgage pledge or otherwise deal with the Equipment in a manner inconsistent with either the Supplier's interest or the Lessor's interest in the Equipment.
- 8.6 The Buyer must keep the Supplier fully informed of all material matters relating to the Equipment.
- 8.7 The Buyer must at all times keep the Equipment in the possession or control of the Buyer and keep the Supplier informed of its location.
- 8.8 The Buyer must allow the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and, to enable the Supplier to do so, the Buyer must allow the Supplier entry to the Delivery Place or any premises at which the Equipment may be located, and must grant reasonable access and facilities for such inspection.

Maintenance

- 8.9 The Buyer must ensure that at all times the Equipment is maintained and operated in accordance with the manufacturer's recommendations and warranty stipulations and that the Equipment is kept clean and in a good state of repair.

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Actions upon Termination of Lease or Expiry of Lease Period

8.10 On expiry of the Lease Period or in the event of early termination of the lease in respect of any Equipment the Buyer must:

8.10.1 make the Equipment available for collection by the Supplier on the date assigned for collection. The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier actually collects the Equipment which the Supplier shall do promptly;

8.10.2 complete an inspection form with the Supplier on the Return Date and ensure that the Equipment is returned and that the Equipment is in a condition consistent with its age making due allowance for fair wear and tear;

8.10.3 if the Supplier notifies the Buyer that the Equipment is not in the condition required under paragraph 8.10.2, pay to the Supplier the amount that the Buyer and the Supplier agree as the cost of rectification. In the event of any dispute regarding the condition of the Equipment, an independent assessment must be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Buyer. Any consultant must act as an expert and not as an arbitrator and their decision is final;

8.10.4 in the event of a dispute the Equipment or other form of evidence acceptable to the Buyer must be held by the Supplier until an independent assessment has been made in accordance with Clause 8.17.4 above. The costs of the independent consultant must be borne equally between the Buyer and the Supplier provided that both Parties act reasonably at all times during the dispute; and

8.10.5 in the event of damage to any Equipment the Supplier must forward an invoice to the Buyer within twenty-one (21) days following the Return Date. In the case of dispute the Buyer will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance with the payment terms. Any such dispute must be resolved in accordance with Clause 34 of the Core Terms.

9. Purchase Option

9.1 Subject to paragraph 9.2, the Supplier must make sure that the Buyer has the option, exercisable by not less than [twenty (20)] Working Days' written notice to the Supplier, to purchase the Equipment from the Lessor on the last Working Day of the Lease Period at the Purchase Option Price.

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- 9.2 The Buyer can only exercise the Purchase Option if the Buyer has paid in full all amounts due to the Supplier under the Call-Off Contract up to the date of exercise of the Purchase Option.
- 9.3 On completion of the purchase of the Equipment under this paragraph 9, the title to the Equipment as the Leasor had on the Actual Delivery Date will transfer to the Buyer. The Equipment will transfer to the Buyer in the condition and at the location in which it is found on the date of transfer.

10. Termination Of A Lease

- 10.1 Without affecting any other right or remedy available to them, the Supplier can terminate the hire of the Equipment with immediate effect by giving written notice to the Buyer if:
 - 10.1.1 the Buyer fails to pay any amount due under this Call-Off Contract on the due date for payment and remains in Default not less than **40** Working Days after being notified in writing to make such payment;
 - 10.1.2 there is a material default of any other term of these Lease Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of **30** Working Days after being notified in writing to do so; or
 - 10.1.3 there is a consistent repeated failure by the Buyer to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.

11. Consequences Of Expiry Or Termination

- 11.1 Where the lease of the Equipment is terminated for any reason, the Supplier's consent to the Buyer's possession of the Equipment will terminate and the Supplier can, with notice.
- 11.2 Where paragraph 10 applies, the early termination charges as set out in the Leasee apply and the Supplier must invoice the Buyer as appropriate.
- 11.3 Where paragraph 10 applies or where the lease of the Equipment is terminated for any other reason (excluding termination pursuant to Clause 10 of the Core Terms) the Buyer must, within **thirty (30)** days of the termination pay the Supplier the Termination Sum by way of agreed liquidated damages.
- 11.4 The Supplier agrees that any payments made pursuant to paragraph 11.2 above is the Supplier's sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in that paragraph.

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11.5 Where the Buyer terminates the Call-Off Contract under Clause 10 of the Core Terms and then makes other arrangements for the supply of the Equipment, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10 of the Core Terms, the Buyer will not make any further payments to the Supplier until the Buyer has established the final cost of making those other arrangements.

12. The Lessor

12.1 If the Lessor and the Supplier are not the same person, the Lessor can enforce:

12.1.1 paragraph 6.1; and

12.1.2 each of the following paragraphs of the Lease Terms as if it was the Supplier:

(a) paragraph 7.11;

(b) paragraph 7.12;

(c) paragraph 8;

(d) paragraph 10.1.2; and

(e) paragraph 11.1.

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Annex A

Call-Off Schedule [22] (Lease Terms) – Equipment Order Form Template

[Buyer guidance: This Equipment Order Form, when completed and executed by both Parties, forms an Equipment Order. An Equipment Order can be completed and executed using an equivalent document or available electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form]

ORDER REFERENCE: **[Insert]** Buyer's Equipment Order number]
DATE OF ORDER: **[Insert]** Date the order is placed]

THE BUYER: **[Insert]** Buyer's name]

BUYER CONTACT **[Insert]** business address and contact number]
INVOICE CONTACT **[Insert]** business address for equipment invoicing]

THE SUPPLIER: **[Insert]** name of Supplier]
SUPPLIER ADDRESS: **[Insert]** registered address]
SUPPLIER ACCOUNT
MANAGER: **[Insert]** registered address]

THE DELIVERABLES

[Buyer guidance: Insert the details for the Equipment and/or services which are the subject of the Call-Off Contract. For example:

Equipment: **[Insert]** Description of Equipment]
Quantity: **[Insert]** Number of items]
Leasor: **[Insert]** Name of the leasor of the Equipment]

Services: **[Insert]** Description of any additional services]

Delivery Place: **[Insert]** all addresses where the Equipment is to be

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delivered and/or the services are to be performed]

Time and Date of Delivery **[Insert]** the Delivery Date]

LEASE PERIOD

The Lease Period shall be the period of **[Insert[] months / quarters / years]** from the Actual Delivery Date until the Return Date which is **[Insert[] months / quarters / years]** after the Actual Delivery Date.

[Buyer guidance]: Extension periods are agreed in accordance with paragraph 6.5 of the Lease Terms]

PRICE AND PAYMENT

Rentals payable by the Buyer **[Insert]** Rentals payable (including any applicable discount but excluding VAT)]

[Buyer guidance] where the Buyer requests and the Supplier provides the requested services then the Buyer shall pay the corresponding charges]

Additional Charges for services **[Insert]** additional charges payable by the Buyer (including any applicable discount but excluding VAT):

Purchase Option Price **[Insert]** the Purchase Option Price (excluding VAT)]

Payment Method **[Insert]** payment method(s) and necessary details]

Invoicing and Payment

The Supplier shall issue invoices **[Delete]** monthly]/[quarterly] and the Buyer shall pay the Supplier within thirty (30) days of receipt of a valid invoice, submitted in accordance with this Equipment Order Form and the provisions of the Call-Off Contract.

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Termination Rental Charges

The termination rental charge shall be calculated as follows:

SPECIAL TERMS

[Buyer guidance specifies whether any clauses apply to this Equipment Order in addition to the Lease Terms that are needed.]

Special Term 1

Special Term 2

BY SIGNING AND RETURNING THIS ORDER THE SUPPLIER AGREES that they have read the Lease Terms and by signing below agree to be bound by the terms.

For and on behalf of the Buyer:

Name and Title	
Signature	
Date	

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	