

# Order Form

Confidential When Complete

| Call-off Contract Details                                                                  |                                                                                              |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Title of Framework Agreement:                                                              | Audio Visual Solutions & Integrated Operating Theatres 2                                     |
| Framework Agreement Reference:                                                             | 10245                                                                                        |
| Lot number:                                                                                | 3                                                                                            |
| Call-off procedure used:<br>[Further Competition/Direct Award]                             | Direct Award                                                                                 |
| Total Call-off Contract Value:                                                             | Colindale - £[REDACTED] ex VAT<br>Chilton - £[REDACTED] ex VAT<br>Total - £112,290.22 ex VAT |
| Estimated Patient Numbers:<br>[indicative patients to be seen/treated during this contact] | N/A                                                                                          |
| Purchase Order:                                                                            | TBC                                                                                          |
| Authority Contact Details:                                                                 |                                                                                              |
| Name:                                                                                      | [REDACTED] [REDACTED] – UKHSA                                                                |
| Phone Number:                                                                              | + [REDACTED]                                                                                 |
| Category Generic Email Address:                                                            | <a href="mailto:Enquires@ukhsa.gov.uk">Enquires@ukhsa.gov.uk</a>                             |

### Order Form Details

This Order Form sets out the agreement between the following Parties and in accordance with the Terms and Conditions of the Framework Agreement and the Call-off Terms and Conditions.

| Period of the Agreement         |          |              |          |
|---------------------------------|----------|--------------|----------|
| Commencement Date:              | 20/03/25 | Expiry Date: | 20/08/25 |
| Extension Period(s): [Optional] | N/A      |              |          |
| Maximum Permissible Term        | N/A      |              |          |

Unless otherwise agreed by both Parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Approved Organisation continues to access the Supplier's Goods and/or Services, the terms of this Contract shall apply on a rolling basis until the overarching Framework Agreement expiry date.

In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier's Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions' maximum permissible term (as set out above).

Any capitalised terms shall have the meaning given to such terms in the Call-off Terms and Conditions.

Supplier Order Form Signature Panel

| The "Supplier"                              |                                                        |
|---------------------------------------------|--------------------------------------------------------|
| Name of Supplier:                           | Cinos Limited                                          |
| Name of Supplier Authorised Signatory:      | [REDACTED]                                             |
| Job Title of Supplier Authorised Signatory: | [REDACTED]                                             |
| Contact Details Email Address:              | [REDACTED]@ [REDACTED]                                 |
| Contact Details Phone Number:               | N/A                                                    |
| Address of Supplier:                        | 4.9 Frimley 4 Business Park, Frimley, Surrey, GU16 7SG |

|                                             |            |
|---------------------------------------------|------------|
| Supplier Signature of Authorised Signatory: |            |
| <div>[REDACTED]</div>                       |            |
| Full Name:                                  | [REDACTED] |
| Job Title/Role:                             | [REDACTED] |
| Date Signed:                                | 17/03/2025 |

Approved Organisation Order Form Signature Panel

| The "Approved Organisation"                              |                                     |
|----------------------------------------------------------|-------------------------------------|
| Name of Approved Organisation:                           | UK Health Security Agency           |
| Name of Approved Organisation Authorised Signatory:      | [REDACTED]                          |
| Job Title of Approved Organisation Authorised Signatory: | [REDACTED]                          |
| Contact Details Email Address:                           | [REDACTED]@ [REDACTED]              |
| Contact Details Phone Number:                            | + [REDACTED]                        |
| Address of Approved Organisation:                        | 10 South Colonnade, London, E14 4PU |

|                                                          |             |
|----------------------------------------------------------|-------------|
| Signature of Approved Organisation Authorised Signatory: |             |
| <div></div>                                              |             |
| Full Name:                                               | <div></div> |
| Job Title/Role:                                          | <div></div> |
| Date Signed:                                             | 17/03/25    |

Please Note: Each Party’s respective Authorised Signatory above shall also be that Party’s authorised representative for the purposes of Clause 23.3 of Schedule 2 of the Call-off Terms and Conditions in respect of any variations to the Call-off Contract during its Term.

Subject to the Parties complying with Clause 30 (Assignment, novation and Sub-contracting) of Schedule 2 of the Call-off Terms and Conditions, this Order Form shall remain in force regardless of any change of organisational structure to the above-named Approved Organisation or Supplier and shall be applicable to any successor organisations as agreed by both Parties.

As per the Framework Agreement, the Supplier shall forward a copy of the jointly signed Order Form to the Authority by no later than 5 (five) Business Days of it being executed.

# Agreement

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1. Agreement Overview

This Order Form represents an agreement between the Parties listed above pursuant to the Framework Agreement listed above for the provision of Goods and/or Services as outlined below. This Order Form in conjunction with the Call-off Terms and Conditions outlines the parameters for the provision of Goods and/or Services as they are mutually understood by the Parties.

The Framework Agreement terms and conditions (including the Specification) will apply in all instances, unless specifically agreed otherwise by both Parties within this Order Form.

2. Stakeholders

The primary stakeholders from the Supplier and the Approved Organisation will be responsible for the day-to-day management of the Call-off Terms and Conditions, this Order Form and the delivery of the Goods and/or Services. If different from the Authorised Signatory details listed on page 1 of this Order Form, please provide the names of the Contract Managers associated with this Order Form.

| Supplier Call-off Contract Manager Details:                      |                                                                                                              |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Supplier Call-off Contract Manager:                              | [REDACTED]                                                                                                   |
| Supplier Call-off Contract Manager contact details:              | 4.9 Frimley 4 Business Park, Frimley, Surrey, GU16 7SG<br>+ [REDACTED]<br>[REDACTED]@ [REDACTED]. [REDACTED] |
| Approved Organisation Contract Manager Details:                  |                                                                                                              |
| Approved Organisation Call-off Contract Manager:                 | [REDACTED]                                                                                                   |
| Approved Organisation Call-off Contract Manager contact details: | + [REDACTED]<br>[REDACTED]@ [REDACTED]. [REDACTED]                                                           |

3. Periodic Review

In accordance with Clause 16.1 of the Call-off Terms and Conditions, this Order Form is valid from the Commencement Date outlined herein and is valid until the Expiry Date (as set out above) as agreed. This Order Form should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Call-off Terms and Conditions and Order Form will remain in effect.

## 4. Requirements

### A. Services to be Provided

Please detail the Services, where applicable, that will be provided, where and by when, by the Supplier to the Approved Organisation or include an attachment with full details.

The existing Audio-Visual technology in the Theatres at both Chilton and Colindale is at end of life and in need of upgrading to cater for presentations to large groups, including people in the room and remote joiners. This project is to decommission obsolete equipment and to procure, install and configure new equipment for both sites.

Quotes numbers 900355 and 900994 have been received from a trusted framework supplier (CINOS), providing details of the equipment and costs for this requirement.

Although the quotes cover all of the work immediately needed, it may be that the limited availability of the Chilton Lecture Theatre means that there will have to be some compromise over what can be achieved in the available time.

### B. Goods to be Provided

Please detail the Goods to be provided or include an attachment with full details.

Colindale – As per Quote #900355 dated 02/01/25  
Chilton – As per Quote #900994 dated 09/01/25

### C. Goods Delivery Schedule/Services Implementation Plan

Please provide a delivery schedule/Implementation Plan, where applicable, outlining how and when the Goods and/or Services will be provided by the Supplier to the Approved Organisation or include an attachment with full details.

Colindale – As per Quote #900355 dated 02/01/25  
Chilton – As per Quote #900994 dated 09/01/25

### D. Key Personnel

Pursuant to Clause 6.3 of Schedule 2 of the Call-off Contract please set out key personnel required for the supply of Goods and/or the provision of Services.

Cinos Limited



4.9 Frimley 4 Business Park, Frimley, Surrey, GU16 7SG

**E. Sub-contracting and Personnel**

Where the Approved Organisation permits sub-contracting of the supply of Goods and/or the provision of Services by Suppliers, the following information is required. If the Supplier Sub-contracts any of its obligations under this Order Form and Call-Off Contract, every act or omission of the Sub-contractor shall for the purposes of this this Order Form and Call-Off Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Approved Organisation as if such act or omission had been committed or omitted by the Supplier itself.

N/A

**F. Policies**

Please list and provide links to/copies of all policies with which the Supplier is required to comply.

As NHS SBS Audio Visual Solutions and Integrated Operating Theatres 2 (SBS10245)

**G. Leases or Licences**

Where applicable, please detail any leases or licences to be provided by either Party to the other.

N/A

**H. Special Terms**

The Parties hereby acknowledge that Special Terms:

- may only be proposed for inclusion by the Approved Organisation;
- can be applied solely to enhance or augment existing provisions within the Call-off Terms and Conditions; and



- must not substantially alter or vary the Call-off Terms and Conditions, in order for this Order Form and Call-off Contract to remain compliant with the Public Contracts Regulations 2015.

Please insert any applicable Special Terms below.

Additional approval to proceed to be sought from UKHSA before purchasing equipment or starting installation works at Chilton site.

UKHSA to have the right to terminate either partial or complete supply of equipment and installation works at Chilton. Reasonable costs incurred by Cinos Ltd to be agreed between UKHSA and Cinos Ltd at time of termination.

UKHSA to have the right to suspend the Chilton element of the contract and restart at a later date in line with site usage. Reasonable costs incurred by the supplier for demobilisation and remobilisation to be agreed between UKHSA and Cinos Ltd at time of suspension.

I. Charges

Standard Supplier pricing and rates (the Contract Price) are included within the Commercial Schedule in and represents the maximum that can be charged. Please detail all discounts, volume arrangements or variations in relation to the standard rates. The Contract Price of the Goods and/or Services are to be included below, or detailed as a separated attachment.

Is the Contract Price agreed to be subject to indexation (see Schedule 12 of the Framework Agreement)?

Y/N

No

J. Confidential Information

Please detail all information relevant to this Order Form and the Call-off Terms and Conditions which either Party considers to be treated as Confidential Information.

N/A

K. Complaints/Escalation Procedure

As per the Framework Agreement, the Supplier shall inform the Authority of all complaints. Please detail the Approved Organisation’s additional requirements regarding complaints.

As per Call-Off contract.

**L. Limit of Liability**

Please populate the limit of liability values.

The limits of liability set out in Clause 14.2 of Schedule 2 of the Call-Off Terms and Conditions shall apply.

**M. Management Information (MI)**

In addition to the management information required by the Authority under the Framework Agreement, the Supplier shall provide to the Approved Organisation the following Management Information at the frequency outlined.

N/A

**N. Invoicing**

Please detail all specific invoicing requirements here.

The Approved Organisation shall provide the Supplier with a Purchase Order (PO) that includes a reference to the Call-Off Contract and the Framework Agreement to which this Order Form relates.

**O. Exit Requirements**

Please include details of any exit requirements with which the Supplier is required to comply.

N/A

## P. Termination

Please detail specific termination provisions here.

Persistent failure (to be defined according to the number/and period within which certain failures occur) frequency by the Supplier to meet the agreed service levels as specified within the Order Form may lead to the Contract being terminated or alternative supplier(s) being appointed by the Approved Organisation to maintain levels of service-to-service users.

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Approved Organisation will be allowed to terminate the Call-Off Contract immediately.

## 6. Other Specific Requirements

### Detailed Requirements

Please list all detailed requirements or include an attachment with full details.

Colindale – As per Quote #900355 dated 02/01/25

Chilton – As per Quote #900994 dated 09/01/25

### PLEASE NOTE:

In accordance with Clause 2.5 of Schedule 2 of the Framework Agreement, by no later than five (5) Business Days following the execution of an Order Form by the Approved Organisation and the Supplier, the Supplier shall send a copy of the executed version of the Order Form to the Authority's Contract Manager.

All Goods and/or Services provided by the Supplier without an Approved Organisation's jointly signed Order Form is entirely at the Supplier's risk.

## **Appendix 1 – Data Protection Protocol – Not Applicable**