

Crown Commercial Service

Call Off Form and Call Off Terms for Goods and/or Services (non ICT)

FRAMEWORK SCHEDULE 4

ORDER FORM AND CALL OFF TERMS

Call Off Contract under CCS - RM3704 Framework

Homes and Communities Agency

And

Edenred (UK Group) Limited

Employee Benefits

PART 1 – ORDER FORM

SECTION A

This Order Form is issued in accordance with the provisions of the Framework Agreement ID RM3704 dated 13th November 2015 made between The Minister for the Cabinet Office (represented by Crown Commercial Services) and Edenred (UK Group) Limited. The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract and for the avoidance of doubt this Call Off Contract consists of the terms set out in this Order Form and the Call Off Terms.

DATE

ORDER NUMBER DGC0927

FROM Homes and Communities Agency of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH
"CUSTOMER" (Contact Jen Turnbull 0191 497 7572
jen.turnbull@hca.gsi.gov.uk)

TO Edenred (UK Group) Limited (company registration number 540144) whose registered office is at 50 Vauxhall Bridge Road, London, SW1V 2RS "SUPPLIER"

Contact CCSFramework-uk@edenred.com

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1 Call Off Commencement Date:

01/09/2016

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

31/08/2018

End date of Call Off Extension Period

31/08/2020

2. CUSTOMER CORE SERVICES REQUIREMENTS

2.1 Services required

The Supplier shall, via a secure online administration portal (which the Supplier shall be responsible to deliver and manage), provide the (fully managed) Services (as may be required by the Customer) as set out in Call Off Schedule 2 (Services) to the Customer for the benefits of its employees.

2.2 Installation Works (Goods only)

Not used

2.3 Packing/Packaging (Goods only)

Not used

2.4 Warranty Period (Goods only)

Not used

2.5 Location/Sites of Delivery

Online and where appropriate Customer's office at St George's House, Kingsway, Team Valley, Gateshead, NE11 0NA or such other office as the Customer may direct

2.6 Dates for Delivery of the Services

The services will be delivered in line with the dates provided within the Implementation Plan provided by the assigned Project Manager

2.7 Implementation Plan

The Implementation Plan in relation to the provision of the Services shall be set out in Part A of Call Off Schedule 4 (Implementation Plan)

2.8 Standards

There are no additional Standards required to be imposed in Call Off Schedule 7 (Standards)

2.9 Service Levels and Service Credits

The Service Levels and Service Credit that shall apply during the Contract Period shall be as set out in Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

2.10 Critical Service Level Failure

In Annex 2 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

2.11 Business Continuity and Disaster Recovery

The Business Continuity and Disaster Recovery shall be as detailed or referred to in Call Off Schedule 9 (Business Continuity and Disaster Recovery)

For the purposes of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 2 months.

2.12 Performance Monitoring

The provisions of Annex 1 to Part B (Additional Performance Monitoring Requirements) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) shall apply in relation to Performance Monitoring.

2.13 Security

Paragraphs 1 to 5 (Short Form) of Call Schedule 8 (Security) shall apply.

2.14 Period for providing the Rectification Plan

The period for providing a Rectification Plan referred to in Clause 38.2.1(a) of the Call Off Terms shall be 14 days.

2.15 Exit Management

In Clause 45.5 of the Call Off Terms and Call Off Schedule 10 (Exit Management)

3. SUPPLIER'S INFORMATION

3.1 Supplier's inspection of Sites, Customer Property and Customer Assets

Not used

3.2 Commercially Sensitive Information

None

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsibilities

The customer's responsibilities shall be as set out in Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)

5. CALL OFF CONTRACT CHARGES AND PAYMENT

5.1 Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

The Call Off Contract Charges, in respect of any Goods and / or Services ordered shall be calculated as set out in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) save that, subject to the provisions of paragraphs 8.1.1 – 8.1.5 of Schedule 3 of the Call Off Schedule, the Call Off Contract Charges will not, in respect of those pertaining to childcare vouchers, be increased for the duration of the Contract Period.

5.2 Estimated Year 1 Call Off Contract Charges

Ten thousand pounds [£10,000]

5.3 Undisputed Sums Limit

There shall be no Undisputed Sums Limit.

SECTION C

6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS

6.1 Call Off Guarantee

Not used

6.2 Key Personnel

In Part C of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) and Clause 26 of the Call Off Terms shall apply

6.3 Relevant Convictions

Clause 27.2.1 shall apply

6.4 Failure of Supplier Equipment

Clause 32.8 of the Call Off Terms shall apply. For the purpose of Clause 32.8, the value for X shall be two (2) and the value for Y shall be twelve (12) months.

6.5 Protection of Customer Data

Any Customer Data required to be sent by the Supplier to the Customer shall be sent via secure encrypted email facility.

6.6 Testing

The provision of the Supplier's online administration portal shall be tested by the Customer in accordance with the provisions of the Implementation Plan.

6.7 Limitations on Liability

The provision of Clause 36 of the Call Off Terms shall apply.

6.8 Insurance

The provision of Clause 37 of the Call Off Terms shall apply.

6.9 Termination without cause notice period

The minimum number of days for the purposes of Clause 41.7 of the Call Off Terms shall be ten (10) days.

7. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.

FORMATION OF CALL OFF CONTRACT

- 8.1 BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services.**
- 8.2 The Parties hereby acknowledge and agree that they have read the Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**
- 8.3 In accordance with 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 Order Form from the Supplier within two (2) Working Days from receipt.**

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	