

DPS Schedule 6 (Order Form and Order Schedules)

Order Form

ORDER REFERENCE: CCTP24A02

THE BUYER: Suffolk County Council

BUYER ADDRESS REDACTED TEXT under FOIA Section 40, Personal Information
Information

THE SUPPLIER: Liberty Charge

SUPPLIER ADDRESS: REDACTED TEXT under FOIA Section 40, Personal Information

REGISTRATION NUMBER: REDACTED TEXT under FOIA Section 40, Personal Information

DUNS NUMBER: REDACTED TEXT under FOIA Section 40, Personal Information

DPS SUPPLIER REGISTRATION SERVICE ID: REDACTED TEXT under FOIA Section 40, Personal Information

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 8th April 2025. It's issued under the DPS Contract with the reference number CCTP24A02 for the Provision of Electric Vehicle Charging Infrastructure.

DPS FILTER CATEGORY(IES):
Supplier-funded, end-to-end service

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **CCTP24A02**.

3. The following Schedules in equal order of precedence:

Joint Schedules for **RM6213**

- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties SCC)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability)
-
- Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)

• Order Schedules for **RM6213**.

- Order Schedule 1 (Transparency Reports)
 - *Order* Schedule 3 (Continuous Improvement)
 - *Order* Schedule 5 (Pricing Details)
 - *Order* Schedule 6 (ICT Services SCC)
 - *Order* Schedule 7 (Key Supplier Staff)
 - *Order* Schedule 8 (Business Continuity and Disaster Recovery)
 - *Order* Schedule 9 (Security)
 - *Order* Schedule 10 (Exit Management)
 - *Order* Schedule 11 (Installation Works)
 - *Order* Schedule 12 (Clustering SCC)
 - *Order* Schedule 13 (Implementation Plan and Testing SCC)
 - *Order* Schedule 14 (Service Levels SCC)
 - *Order* Schedule 15 (Order Contract Management SCC)
 - *Order* Schedule 16 (Benchmarking)
 - *Order* Schedule 18 (Background Checks)
 - *Order* Schedule 20 (*Order* Specification)
 - *Order* Schedule 24 (Grant Funding SCC)
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- Draft Cluster Member Agreement
 - Draft Lease Agreement
 - Draft Licence Agreement

4. CCS Core Terms (DPS version)

5. Joint Schedule 5 (Corporate Social Responsibility) **CCTP24A02**

6. Order Schedule 4 (Order Tender) as long as any parts of the Order 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 Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

- See attached CCTP24A02 - Attachment 5a - Annex A Order Form Special Terms v1.0

ORDER START DATE: **8th April 2025**

ORDER EXPIRY DATE: For all Recommended Locations where EVCPs are installed/adopted and commissioned; 15 years from the Order Start Date with the option to extend for one (1) x twelve month period.

For all Further Locations where the Supplier agrees with the Buyer that EVCPs may be installed and commissioned; 15 years from the Order Start Date with the option to extend for one (1) x twelve month period.

ORDER INITIAL PERIOD: **Fifteen (15) years** with the option to extend for one (1) x twelve (12) month period. Executed as a deed TBC.

DELIVERABLES

See details in Order Schedule 20 which is to be read subject to the Initial Delivery Period and Delivery Period provision below:

INITIAL DELIVERY PERIOD

(The installation and commissioning period for Mandatory Locations):

The Initial Delivery Period is the period from Order Start Date to **5th January 2026** during which final designs as agreed by the parties pursuant to the Contract for the EVCI must be installed and commissioned at the **Recommended Locations** listed in the Price Schedule Order Schedule 5 (Pricing Details.) The Initial Delivery Period may exceptionally be amended pursuant to the Contract.

DELIVERY PERIOD

(The installation and commissioning period for Further Locations):

The Delivery Period is the period from Order Start Date to the **5th January 2027** during which final designs as agreed by the parties pursuant to the Contract for the EVCI must be delivered, installed and commissioned at any **Further Locations** listed in the Order Schedule 5 (Pricing Details) agreed by the Supplier and the Buyer. The Delivery Period may exceptionally be amended on restricted grounds pursuant to the Contract.

The Initial Delivery Period and Delivery Period may be extended in accordance with the Paragraph 3.5 of Oder Schedule 13 (Implementation Plan and Testing).

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Revenue used to calculate liability in the first Contract Year is £1,660,364.

ORDER CHARGES

The Supplier funded concession model applies. See details in Order Schedule 5 (Pricing Details) and as set out in the Order Contract.

Charges are not payable by the Buyer to the Supplier and do not apply to this Order Contract. Any references to any such Charges in the specific provisions of the Contract are deemed deleted. The Supplier is self-funding in the provision of the Deliverables under this Order Contract, save only for any Grant Funding granted through the Buyer for any element of the Deliverables as set out in Order Schedule 24 and the Pricing Schedule (Attachment 4), which grant funding where applicable will be paid to the Supplier in accordance with subject to compliance with the Grant Funding Agreement and the Contract.

ORDER REVENUE:

The Order Contract is based on the concession model and the Annual Concession Fee and/or Gross Margin Share set out in Order Schedule 5 (Pricing) shall be payable by the Supplier to the Buyer or where applicable the Cluster Member for the relevant Location pursuant to the Contract.

REIMBURSABLE EXPENSES:

None

PAYMENT METHOD

BACs transfer

BUYER’S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information
REDACTED TEXT under FOIA Section 40, Personal Information
REDACTED TEXT under FOIA Section 40, Personal Information
REDACTED TEXT under FOIA Section 40, Personal Information

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information
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REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

Suffolk County Council Environmental Policy, March 2024 - attached

BUYER'S SECURITY POLICY

Appended at Order Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

Virgin Media

REDACTED TEXT under FOIA Section 40, Personal Information
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REDACTED TEXT under FOIA Section 40, Personal Information

Volker Highways:

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The AA:

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SUPPLIER'S CONTRACT MANAGER

Virgin Media

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Volker Highways:

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PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month, or such period as the parties may agree.

PROGRESS MEETING FREQUENCY

During the Delivery Period: monthly, or such other period as the parties may agree.
After the Delivery Period: quarterly on the first Working Day of each quarter, or such other period as the parties may agree.

PERFORMANCE REVIEW MEETING FREQUENCY

Monthly (can be combined with progress meetings), or such other period as the parties may agree.

OPERATIONAL BOARD: COMPOSITION & MEETING FREQUENCY

Composition: to be agreed between Buyer & Supplier.
Frequency: inaugural meeting within 1 month of contract award and thereafter at least every 6 months, or such other period as the parties may agree.

KEY STAFF

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KEY SUBCONTRACTOR(S)

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E-AUCTIONS

NOT APPLICABLE

COMMERCIALLY SENSITIVE INFORMATION

Pricing Schedule
Tender documents

SERVICE CREDITS

Not applicable

SERVICE FAILURE PAYMENTS

Service Failure Payments will accrue in accordance with Order Schedule 14 (Service Levels) and be payable to the Buyer or relevant Cluster Member (KPI 4).

The Service Failure Payment Cap is: REDACTED TEXT under FOIA Section 43

Commercial Interests

The Service Period is One Month unless otherwise defined in Order Schedule 14 (Service Levels).

A Critical Service Level Failure is:

(i) A failure of the Service Provider and its Key Sub-Contractors maintain up to date health and safety policies and procedures.

(ii) A failure to meet the KPI of zero HSE Enforcement Notices being issued in any 12 month rolling period within contract scope/ service provision.

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(iii) A failure to ensure the network of all charge-points within the contract is, on average, available and reliable for 95% of the time in any 12-month rolling period.

(iv) A failure to meet the KPI of zero cyber security events in any 12-month rolling period.

(v) A failure to meet the KPI of zero valid GDPR incidents reported to the Information Commissioner's Office in any 12-month rolling period.

(vi) A failure to meet the KPI of 100% of non-disputed payments due to the Buyer or Cluster Member paid within 30 Working Days of start of new accounting period.

(vii) A failure to meet the Service Level Threshold for any indicator or combination of indicators, as set out in Schedule 14, more than 3 times during a 12 month period.

(viii) A failure to meet the Service Level Performance Measures for more than 50% of the defined Service Level Performance Measures within any Service Period.

ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) as follows in respect of this Order Contract:-

The Supplier must hold the following levels of insurance as a minimum for the duration of this Contract:

- Employer's liability £10,000,000 for claims arising from a single event or series of related events in a single calendar year
- Public liability £10,000,000 in relation to any one occurrence, the number of occurrences being unlimited.
- Product liability £10,000,000 in relation to claims arising from a single event or series of related events in a single calendar year.
- Professional Indemnity £2,000,000 in relation to any one claim and which insurance is to be maintained for twelve (12) years from the completion of any works.

The Supplier is to maintain adequate insurance to cover the Goods and EVCI which it is required to install and maintain for the duration of the Contract.

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).

This will be monitored in the course of the performance of the Order Contract. The Supplier will provide the data required to demonstrate compliance with the above and the reporting data set out in the Specification and Order Schedule 14 (Service Levels).

EXECUTED AS DEED:

In Witness whereof the Parties have executed and delivered this Contract as a Deed

Executed as a deed by REDACTED TEXT under FOIA
Section 40, Personal Information
acting by
REDACTED TEXT under FOIA Section 40, Personal
Information

(Print name of Director)

... REDACTED TEXT
under FOIA Section 40,
Personal Information
.....
SIGNATURE OF
DIRECTOR

in the presence of:
REDACTED TEXT under FOIA Section 40, Personal
Information

(Print name of Witness)

... REDACTED TEXT
under FOIA Section 40,
Personal Information
.....
SIGNATURE OF
WITNESS

____ REDACTED TEXT under FOIA Section 40, Personal
Information

(Address of Witness)

REDACTED TEXT under FOIA Section 40, Personal
Information

(Occupation of Witness)

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Executed as a deed by **Suffolk
County Council** affixing its seal in
the presence of a duly authorised
officer

Authorised Officer