

Annex A

PROJECT CONTRACT HIRE TERMS – MODULAR BUILDING ORDER FORM TEMPLATE

The Additional Client guidance: This Modular Building Order Form, when completed and executed by both Parties, forms a Modular Building Order. A Modular Building 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: XXXXXXXXXXXX

DATE OF ORDER: 25/6/2021

THE ADDITIONAL CLIENT: Department of Health & Social Care

THE ADDITIONAL CLIENT CONTACT XXXXXXXXXXXX

INVOICE CONTACT XXXXXXXXXXXXXXXX

THE SUPPLIER ALLIANCE MEMBER: **Sunbelt Rentals Ltd.**

SUPPLIER ALLIANCE MEMBER ADDRESS: **100 Cheapside, London, EC2V 6DT**

SUPPLIER ALLIANCE MEMBER ACCOUNT

MANAGER: XXXXXXXXXXXX

THE DELIVERABLES

The Additional Client guidance: Insert the details about the Modular Buildings and/or services which are the subject of the Project Contract. For example:

Modular Buildings: **Wrap Around COVID-19 testing site**
Quantity of Modular Buildings: **125 Minimum Trailer sites for 6 months with remaining sits 134 on 30 days contract. Numbers will fluctuate correct at time of issue. Currently 259 total sites across Indoor and Outdoor Solutions**

Services: Hire, Install, maintenance and removal of temporary buildings and hire of equipment including services in relation to the LTS project.

Delivery Place: **See Annex for List of Live sites.**

Time and Date of Delivery **1st August 2021**

HIRE PERIOD

Hire Period for 125 trailer sites (baseline minimum) will be 6 months fixed with the option to extend up to a further 6 months. Sites above this base line minimum number will be on a 30-day notice.

The Additional Client guidance: Extension periods are agreed in accordance with paragraph 5.4 of the Hire Terms and 10.3.2 in the tender pack.

PRICE AND PAYMENT

Hire payable by the Additional Client;

Tender price submitted is summarised below in Appendix A (submitted 15/4/21) which where indicative prices on site specific installation. Any increases must be approved by client first and itemise invoice must be submitted to show variations from site to site. Prices are detailed in pricing schedule submitted with tender.

Payment Method	As per framework
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Invoicing and Payment

The Supplier Alliance Member shall issue invoices monthly and the Additional Client shall pay the Supplier Alliance Member within thirty (30) days of receipt of a valid invoice, submitted in accordance with this Modular Building Order Form and the provisions of the Project Contract. Invoices must be supported by detailed back up as specified by finance and commercial.

Termination Hire Charges

Minimum hire period will be 26 weeks for the 125 site baseline and 30days for all sites over the base line, after that period termination notice will be 10 days' written notice. Unless formal extension is agreed.

SPECIAL TERMS

Special Term 1

Additional Client will commit to paying all the additional Fit Out works (detailed in pricing schedule) at month 1 of the hire of site. Every month after that will be standard hire only fees will apply.

Special Term 2

Sunbelt Rentals LTD will commit to be able to ensure and manage 10 Events per week. An Event comprises of Mobilisation or Demobilisation and could be 5 Demobilisations and 5 Mobilisations

Special Term 3

As detailed in the tender submission the contract requires a contractual Service Level Agreement in place for the responsive to an issue with the equipment in place. This is as detailed in SLA section below.

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

For and on behalf of the Additional Client:

Name and Title	XXXXXXXXXXXXXXXXXXXX
Signature	XXXX
Date	4th August 2021

For and on behalf of the Supplier Alliance Member :

Name and Title	XXXXXXXXXX
Signature	XXXX
Date	3 rd August 2021

Service Level Agreement

1. This infrastructure is critical to the test and trace programme and the 'uptime' of these sites. For this reason, the client requires a contractual Service Level Agreement in place for the responsive to an issue with the equipment in place.
2. Faults will be recorded at the central DHSC helpdesk and recorded on their CAFM helpdesk. It will be this helpdesk that reaches out to the successful tenderer.
3. For this to work correctly we will need a central email and phone to receive and triage the call along with action the required response.
4. Sites helpdesk are open 8am till 8pm 7 days a week (inc Bank Holidays). It is expected that you will mirror this with someone able to respond as detailed below. These are classed as working hours.

Level	Description	Example	Service Level
Critical	Any problems that could cause or has caused a site to close	Leaks, power, water, waste, security, security such as fencing/gates and locks, H&S deemed to be dangerous	Response, within 4 hours Resolution ASAP Continuous focus and workarounds required.
High	Problems that could or are preventing a site from operating effectively, i.e. the site won't close but the problem needs attention		Response on next business day Resolution within 5 business days
Medium/Low	Problems that will not cause a site to close, and can be managed around other priorities		Response within 5 business days Resolution timeframe agreed with SMP

5. Response is a positive acknowledgement of the call and suggested resolution and/or next steps.
6. When the service level states a response time in hours are 'working hours'.
7. Labour and materials linked to a call out response is chargeable to the client if the it deemed to have been caused by client, public or SMP provider. Any responses call out charges which are linked to the repeated failure of equipment supplied will be non-chargeable to the client.
8. Monthly reviews will be held on call out details and corrective action will be needed to resolve repeated issues.

9. If successful tenderer do not actively work towards resolving repeated issues then hire charges will be withheld for that specific equipment until performance increases.

PRICING SCHEDULE – See attached spreadsheet.

Table below summarises generic site costs, these will vary on site by site basis.

	Weekly hire	Estimate site	Weeks	Total
LTS Indoor	XXXX	XXXX	XXXX	XXXX
Artic Trailer - XXXX	XXXX	XXXX	XXXX	XXXX
Connected Trailer - XXXX	XXXX	XXXX	XXXX	XXXX
		XXXX		XXXX