

**EVENT SECURITY SERVICES  
CONTRACT REFERENCE: CCSE20A05**

**CONTRACT FOR  
THE FOREIGN, COMMONWEALTH AND DEVELOPMENT OFFICE**

**CROWN COMMERCIAL SERVICE**

**AND**

**SUPPLIER**

**WORKPLACE SERVICES CONTRACT**

**(FM MARKETPLACE PHASE 2)**

**REF: RM6089**

**FRAMEWORK SCHEDULE 6:**  
**ORDER FORM AND CALL-OFF SCHEDULES**

**Contract Number: CCSE20A05**

From the ("Buyer"): The Foreign, Commonwealth and Development Office

**To the ("Supplier")**

Name: Atalian Servest Security Ltd,

**Registered Address:**

Servest House Heath Farm Business Centre

Tut Hill

Fornham All Saints,

Bury St Edmunds,

Suffolk,

England,

IP28 6LG

Registered Number: 04376463

DUNS Number: 423,888,531

**APPLICABLE FRAMEWORK CONTRACT:**

In consideration of the Charges payable by the Buyer to the Supplier, this Order Form is entered into by the Parties in accordance with and subject to the provisions of the Framework Contract with the reference number RM 6089 and dated 25/01/2019 for the provision of security, housing and facilities management services.

**CALL-OFF LOT(S):**

This Call-Off Contract is in relation to the following Lot

Lot	Tick as appropriate	Supplier accreditations required for the Lot
1a	All	ISO 9001 ISO 14001 OHSAS 18001 Cyber Essentials Basic Member of Contractor Scheme (ACS) Member of an accreditation association and/or trade body of one or more of the following organisations: NSI - National Security Inspectorate BSIA – British Security Industry Association

		SIA - Security Industry Authority. IPSA - International Professional Security Association SSAIB - Security Systems and Alarm Inspection Board CCAS – Chamber Certification Assessment Services ISOQAR – Alcumus
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## CALL-OFF INCORPORATED TERMS

The following documents shall be incorporated into this Call-Off Contract. Where Schedules have not been listed those schedules will not be used for the purposes of this Call-Off Contract. In the event of a conflict, the following order of precedence shall apply:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. The following Schedules:

Joint Schedule 1 (Definitions)  
 Joint Schedule 11 (Processing Data)  
 Call-Off Schedule 9 (Security)  
 Statements of Work  
 Call-Off Schedule 28 (Call-Off Specification)  
 Call-Off Schedule 2 (Staff Transfer)  
     Call-Off Schedule 2: Part C (No Staff Transfer On Start Date)  
     Call-Off Schedule 2: Part D (Pensions)  
     Call-Off Schedule 2: Part E (Staff Transfer on Exit)  
 Call-Off Schedule 10 (Exit Management)  
 Call Off Schedule 13 (Mobilisation Plan and Testing)  
 Call-Off Schedule 14 (Key Performance Indicators)  
 Call-Off Schedule 4A (Billable Works and Projects)  
 Call-Off Schedule 5 (Call-Off Pricing)  
 Call-Off Schedule 8 (Business Continuity and Disaster Recovery)  
 Call-Off Schedule 3 (Continuous Improvement)  
 Joint Schedule 3 (Insurance Requirements)  
 Call-Off Schedule 1 (Transparency Reports)  
 Joint Schedule 12 (Supply Chain Visibility)  
 Joint Schedule 7 (Financial Distress)  
 Call-Off Schedule 25 (Background Checks)  
 Call-Off Schedule 7 (Key Staff)  
 Joint Schedule 6 (Key Subcontractors)

Joint Schedule 8 (Guarantee)  
 Call-Off Schedule 15 (Contract Management)  
 Joint Schedule 10 (Rectification Plan)  
 Joint Schedule 2 (Variation Form)

Joint Schedule 4 (Commercially Sensitive Information)  
Call-Off Schedule 4 (Facilities Management)

3. The Core Terms
4. Joint Schedule 5 (Corporate Social Responsibility)
5. Call-Off Schedule 22 (Call-Off Tender) provided that any parts of the Call-Off Tender which offer a better commercial position for the Buyer (as decided by the Buyer) will take precedence over the documents above.

No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

**CALL-OFF SPECIAL TERMS:**

The following Special Terms shall be incorporated into this Call-Off Contract:

**SPECIAL TERMS DEFINITIONS**

**“Breakage Costs”** means the amounts payable by the Supplier (excluding redundancy costs) to third parties and any Subcontractor (as applicable) for terminating (in whole or in part as required) its contracts with them as a direct result of the early termination of this Call-Off Contract (in whole or in part).

**“Cancellation Event”** means:

- (a) the UK Government notifies the Buyer that it is for any reason, including related to COVID-19, cancelling an Event or the Buyer decides to cancel an Event;
- (b) the UK Government notifies the Buyer that it shall be delivering an Event at a different location or the Buyer determines that an Event is to be delivered at a different location. Delivering the Event at a different location shall include some or all delegates attending the Event virtually ; and/or
- (c) the UK Government notifies the Buyer that it intends to postpone an Event or the Buyer decides to postpone an Event but in either case, the Supplier is unable to accommodate the re-scheduled dates.

**“Event”** means (as the context requires):

- (a) the United Nations Framework Convention on Climate Change Conference of the Parties 26 due to take place in November 2021;
- (b) the G7 Leader’s Summit due to take place in the summer of 2021; and/or
- (c) any other events notified by the Buyer to the Supplier during the Call-Off Contract Period in accordance with Call-Off Schedule 28 (Call-Off Specification) and in respect of which a Statement of Work is entered into, and “Events” shall be construed accordingly.

**“Notice of Postponement”** means a notice from the Buyer to the Supplier confirming that the Buyer or the UK Government (as the case may be) intends to postpone an Event, which notice shall include details of the proposed re-scheduled dates.

## S1. COLLABORATION

The Supplier acknowledges that there will be many parties involved in the delivery of the Events and marketing of the Events including but not limited to the Buyer, the United Nations, the UK Government and their respective agents, contractors, the police, other emergency services and security firms. The Supplier agrees to cooperate, work with and liaise with those parties in good faith and as reasonably required by the Buyer from time to time.

## S2. POSTPONEMENT AND CANCELLATION

S2.1 The Buyer shall, without prejudice to its other rights and remedies, including the right to terminate for convenience in clause 10.3.2 of the Core Terms and s5.1 below, have the right to terminate the Call-Off Contract in whole or in part (and, for the avoidance of doubt, terminating in part shall include (without limitation) terminating in respect of an Event) immediately and at any time by giving written notice to the Supplier if:

- (a) any circumstances occur or are considered by the Buyer reasonably likely to occur which the Buyer, acting in good faith, deems are reasonably likely to make an Event unsafe (including terror related circumstances);
- (b) there is the occurrence of a state event that must take precedence over an Event, the timing of which was unforeseeable by the Parties when the Call-Off Contract was entered into, and that is notified to the Buyer by the UK Government; and/or
- (c) a Cancellation Event occurs,

and any such termination shall take place on the date set out in the Buyer's notice. Where termination occurs pursuant to a notice served pursuant to this clause s2.1 and in no other circumstances, in addition to clauses 10.5.2 to 10.5.7 (inclusive) of the Core Terms applying, the Buyer shall pay the Breakage Costs in accordance with clauses s2.3 to 2.4 (inclusive). For the avoidance of doubt, paragraph 2 (Payments Due on Termination) of Call-Off Schedule 4 (Facilities Management) shall not apply to termination under this clause s2.

S2.2 If and to the extent the Buyer serves a Notice of Postponement:

- (a) the Supplier shall meet promptly thereafter with the Buyer to discuss and agree the Buyer's requirements, including the anticipated re-scheduled dates ("**Re-Scheduled Event Requirements**");
- (b) the Supplier agrees to use its best endeavours to accommodate the Re-Scheduled Event Requirements; and
- (c) where the Re-Scheduled Event Requirements can be accommodated by the Supplier, the Parties agree that:
  - (i) the Re-Scheduled Event Requirements shall be provided under this Call-Off Contract and this Call-Off Contract shall be interpreted in accordance with such Re-Scheduled Event Requirements; and
  - (ii) the Charges shall not increase and any payments of the Charges paid to the Supplier under this Call-Off Contract at that time shall be automatically

rolled forward and be applied in full by way of payment for the Re-Scheduled Event Requirements,

- (d) where the Re-Scheduled Event Requirements cannot be accommodated by the Supplier, the Buyer shall have the right to terminate the Call-Off Contract (in full or in part) in accordance with clause S2.1(c).

S2.3 The Supplier may only recover Breakage Costs which:

- (a) would not have been incurred had this Call-Off Contract (or the relevant part) continued until its natural expiry;
- (b) are unavoidable, proven, reasonable, and not capable of recovery;
- (c) are incurred under arrangements or agreements that are consistent with terms that have been entered into in the ordinary course of business, on reasonable commercial terms and which the Supplier can demonstrate are surplus to its requirements after the date of termination;
- (d) are incurred under arrangements or agreements that are directly associated with this Call-Off Contract;
- (e) do not relate to contracts or subcontracts with Affiliates of the Supplier;
- (f) relate directly to the termination (in whole or in part) of this Call-Off Contract; and
- (g) are not related to contracts novated or assigned to the Buyer or a third party nominated by the Buyer.

S2.4 The Supplier agrees:

- (a) to use all reasonable endeavours to minimise and mitigate the Breakage Costs;
- (b) that the amount of the Breakage Costs shall be reduced or extinguished to the extent that the Supplier otherwise receives the financial benefit of any other remedy under this Call-Off Contract or otherwise so that there is no double counting;
- (c) that any Breakage Costs paid to it shall be in full and final settlement of all and any claim, demand and/or proceedings of the Supplier in relation to termination by the Buyer pursuant to clause S2 and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination; and
- (d) that the Breakage Costs payable by the Buyer shall not in any event exceed £1.0m in aggregate.

### **S3. FORCE MAJEURE**

S3.1 For the purposes of this Call-Off Contract only, the Parties acknowledge and agree that COVID-19 and the exit of the United Kingdom from the European Union shall both be excluded from the definition of, and shall not constitute, a Force Majeure Event (as defined in Joint Schedule 1 (Definitions) to this Call-Off Contract).

S3.2 Clause 20 (Circumstances beyond your control) in the Core Terms shall, for the purposes of this Call-Off Contract only, be deleted and replaced with clause S3.3 below.

S3.3 The Affected Party shall as soon as reasonably practicable upon the occurrence of the Force Majeure Event, issue a Force Majeure Notice to the other Party stating the nature of the Force Majeure Event, the date on which it started, its likely or potential duration and the effect of the Force Majeure Event on its ability to perform its obligations

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under this Call-Off Contract. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Call-Off Contract to the extent that such delay or failure is a result of the Force Majeure Event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract for the duration of such Force Majeure Event. If the Affected Party has given notice of a Force Majeure Event to the non-affected Party in accordance with this clause S3.3 and the Force Majeure Event prevents the Affected Party from performing its material obligations under the Call-Off Contract for a period in excess of 1 month (or if the Force Majeure Event occurs within 1 month of the start of an Event or during an Event, then such period as may be determined by the Buyer), the non-affected Party may terminate the Call-Off Contract with immediate effect by notice in writing. In the event of termination under this clause S3.3, the Buyer shall have no obligation to make any further payments to the Supplier, save for payments that became properly due and payable prior to the effective date of termination as set out in the notice to terminate.

#### **S4. STATEMENTS OF WORK**

S4.1 The Parties may agree new Deliverables under this Call-Off Contract by agreeing new Statements of Work. For the avoidance of doubt, no Statements of Work will be required for the COP26 and G7 Deliverables already set out in Call-Off Schedule 28 (Call-Off Specification). Statements of Work shall be agreed using the form set out in the Annex to this Order Form. Once both Parties have signed a Statement of Work, it automatically forms part of the Call-Off Contract.

S4.2 A Statement of Work will describe in detail the different types of Deliverables to be provided by the Supplier to the Buyer thereunder. A Statement of Work only applies to the Deliverables thereunder, and not to Deliverables under any other Statement of Work agreed by the Parties, or to the provision of the Deliverables as a whole under this Call-Off Contract.

S4.3 Where a Statement of Work would result in:

- (a) a variation of the Deliverables under this Call-Off Contract;
- (b) an increase in the Charges agreed under this Call-Off Contract; or
- (c) a change in the economic balance between the Parties to the detriment of the Buyer

that, in each case is not provided for in this Call-Off Contract, the relevant term(s) will be dealt with as a proposed Variation to the Call-Off Contract in accordance with the Variation Procedure.

#### **S5 PARTIALLY ENDING AND SUSPENDING THIS CALL OFF CONTRACT**

S5.1 In accordance with clause 10.8.3 of the Core Terms, the Buyer has the right to terminate part of a Call-Off Contract, accordingly, the Buyer shall be entitled to terminate this Call-Off Contract in part (including in relation to an Event and/ or a

Statement of Work) at any time without reason or liability by giving the Supplier not less than 90 days' written notice. If a Call-Off Contract is terminated in part then clauses 10.5.2 to 10.5.7 apply in respect of the part that is terminated and the Call-Off Contract shall continue in full force and effect until expiry or termination in accordance with its terms and clause 10.8.4 in the Core Terms shall not apply.

**EFFECTIVE DATE:** [01/04/2021]

**DATE THE CONTRACT PERIOD COMMENCES:** [01/04/2021]

**MOBILISATION PERIOD:** 3 Months before each Event

**START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES:** [01/04/2021]

**DATE CALL-OFF INITIAL PERIOD ENDS :** [31/03/2022]

**CALL-OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates):** [01/04/2022 to 31/03/2023]

**CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates):** [01/04/2023 to 31/03/2024]

**CALL-OFF DELIVERABLES:**

The Supplier shall perform the Services and supply the Deliverables in accordance with Call-Off Schedule 28 (Call-Off Specification) and applicable Statements of Work and shall provide such other Services and Deliverables as may be agreed by the Parties from time to time in relation to the Events.

The Supplier acknowledges and agrees that volumes and spend cannot be guaranteed.

The Deliverables (and the related Charges) set out in this Call-Off Contract for G7, COP26 and for all other Events in respect of which a Statement of Work is subsequently entered into may, without prejudice to the Buyer's rights of termination, be scaled up or down unilaterally by the Buyer as further planning is completed for such Events during the relevant Mobilisation Periods and the Buyer shall notify the Supplier in writing of all such changes in its requirements.

The Parties acknowledge and agree that all Assets supplied by the Supplier pursuant to this Call-Off Contract shall remain owned by the Supplier, who shall retain all liability for such Assets including their performance in accordance with this Call-Off Contract, maintenance and removal from any Buyer Premises as directed by the Buyer from time to time.

**DRAWN DOWN DELIVERABLES:**

The location of the provision of certain Deliverables is not fixed on the Start Date however will be notified by the Buyer to the Supplier prior to commencement of the relevant Events.



The Supplier acknowledges that the volume of certain Services and/or Deliverables may be subject to adjustment during the Contract Period.

**CALL-OFF CHARGES:**

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) and the pricing matrix set out within REDACTED embedded below:

REDACTED

(**"Pricing Matrix"**)

REDACTED

The total contract value shall be £14,000,000.00 including all extension options.

Any additional Events shall be charged in accordance with the rate card set out in the 'Other Events' tab of the Pricing Matrix (embedded above) and, subject to the following paragraph, the total Charges for such additional Events shall be as set out in a Statement of Work.

The Charges for G7 and COP 26 above and for any other Event for which a Statement of Work is entered into shall be scaled up or down using the rate card and prices set out in the Pricing Matrix (embedded above) if and to the extent that the Buyer exercises its unilateral right above to scale up or down the Deliverables for such Events as further planning for such Events is completed, and requirements are confirmed, during the Mobilisation Periods for each Event.

The Charges shall not be impacted by any change to the Framework Prices and can only be changed as a result of the Buyer exercising its unilateral right to scale up or down the Deliverables for an Event or otherwise by agreement in writing between the Buyer and the Supplier as a result of:

- (i) Indexation;
- (ii) Specific Change in Law;
- (iv) Variation (agreed in writing and signed by both Parties in accordance with the Variation Procedure).

The Supplier shall be entitled to be reimbursed for the following expenses, provided that they are incurred only where strictly necessary for the performance of the Call-Off Contract, they are pre-approved by the Buyer prior to being incurred by the Supplier and they are evidenced by Supporting Documentation:

- (i) Travel from local accommodation to Buyer Premises (including Event premises) – Reimbursable Expenses shall include the expenses of Supplier Staff in travelling from any local accommodation (pre-approved by the Buyer) to the place of performance of the Deliverables or, at the Buyer's sole discretion, the Buyer shall instead provide (or arrange for the provision of) travel services for these purposes. The Supplier shall ensure that all travel is made in the most economical manner possible, using public transport where possible including off-peak and super off-peak rates;
- (ii) Accommodation - Accommodation costs shall be deemed Reimbursable Expenses where and to the extent that the accommodation is of a standard acceptable to the Buyer. Acceptable standards may vary from time to time, at the Buyer's discretion, and shall include reasonably suitable standards of cleanliness, privacy, personal security, availability of dining options and wi-fi; and
- (iii) Subsistence – REDACTED

(**"Reimbursable Expenses"**).

Reimbursable Expenses shall be paid by the Buyer in accordance with Call-Off Schedule 5 (Call-Off Pricing) and, for the avoidance of doubt, Reimbursable Expenses shall not include travel by Supplier Staff from (a) their homes to Buyer Premises (including for the avoidance of doubt, premises hosting the Events) or (b) to accommodation agreed by the Parties. Such expenses shall be borne exclusively by the Supplier.

**MAXIMUM LIABILITY**

Each Party's liability under this Call-Off Contract shall be subject to clause 11 (How much you can be held responsible for) in the Core Terms.

**ESTIMATED YEAR ONE CONTRACT CHARGES**

The Estimated Year One Contract Charges shall be REDACTED.

**ADDITIONAL INSURANCES**

No additional insurances are applicable. Joint Schedule 3 (Insurance Requirements) shall apply.

**INDEXATION**

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from [01/04/2022] and shall be applied on every yearly anniversary.

Indexation shall be applied to Billable Works only and shall not be applied to the Pricing Matrix for any new Events for which a Statement of Work is agreed.

**PASS THROUGH COSTS**

Not applicable. The Supplier shall not be entitled to claim Pass Through Costs.

**TUPE**

In accordance with Call-Off Schedule 2 (Staff Transfer).

**VARIATION THRESHOLD**

Not applicable.

**INCLUSIVE REPAIR THRESHOLD**

Not applicable. All costs of Reactive Maintenance Works shall be included within the costs of the Assets provided by the Supplier to the Buyer.

**BILLABLE WORKS**

The estimated total value range for Billable Works shall be as set out below:

Tier	Estimated total value range
Tier One Billable Works	£1001 - £5000
Tier Two Billable Works	£5001 - £10,000

Tier Three Billable Works	£10,001 - £25,000
Tier Four Billable Works	Above £25,000

**BUSINESS CRITICAL EVENTS ARE AS FOLLOWS:**

Any Disaster Period lasting one (1) hour or more, unless otherwise approved by the Buyer in writing in advance.

**BILLABLE WORKS NOT REQUIRING APPROVAL**

Not applicable. All Billable Works require the prior written approval of the Buyer.

**METHOD OF PAYMENT**

REDACTED

**BUYER INVOICING ADDRESS:**

REDACTED

**BUYER AUTHORISED REPRESENTATIVE:**

Deputy Director and SRO Logistics Major Events Team  
Protocol Directorate, Foreign, Commonwealth & Development Office  
Lancaster House  
London  
SW1A 1BB

**BUYER NOTICES**

Deputy Director and SRO Logistics Major Events Team  
Protocol Directorate, Foreign, Commonwealth & Development Office  
Lancaster House  
London  
SW1A 1BB

**BUYER SECURITY POLICY:**

Appended at Call-Off Special Schedule - Security Strategy

**FINANCIAL REPORTS**

Call-Off Contract value forecasts shall be provided by the Supplier fortnightly three (3) days following each contract meeting and in accordance with Call-Off Schedule 28 (Call-Off Specification).

**PROGRESS REPORT FREQUENCY:**

As per the financial reports section above and in accordance with Call-Off Schedule 28 (Call-Off Specification).

**PROGRESS MEETING FREQUENCY:**

In accordance with Call-Off Schedule 28 (Call-Off Specification) and as requested by the Buyer from time to time on reasonable notice.

**KEY ROLES/STAFF:**

REDACTED

**KEY SUBCONTRACTORS:**

REDACTED

**E-AUCTIONS:**

Not applicable.

**COMMERCIALLY SENSITIVE INFORMATION:**

Per Joint Schedule 4 (Commercially Sensitive Information).

**SERVICE PERIOD:**

A “**Service Period**” for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall mean each Month of the Call-Off Contract Period, subject to paragraph 4 of Call Off Schedule 14

**KPI CREDITS, AT RISK % AND EARN BACK%:**

KPI Credits shall accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

For the purposes of Call-Off Schedule 14 (Key Performance Indicators):

- (i) the At Risk % shall be: 6 %; and
- (ii) the Earn Back % shall be: 50%

**RISK REGISTER:**

To be agreed by the Parties during the Mobilisation Period.

**SMALL AND MEDIUM SIZED ENTERPRISES**

The Supplier shall report to the Buyer on the number of SMEs which it appoints as Subcontractors and the value of the cost of the Services and/or Deliverables undertaken by those SMEs within its normal reporting procedures.

**RELEVANT CONVICTIONS:**

Per Call-Off Schedule 25 (Background Checks).

**CONCESSION – LOT 3 ONLY:**

Not applicable.

**COLLATERAL WARRANTIES**

Not applicable.

#### PERFORMANCE BOND

Not Applicable

#### CALL-OFF GUARANTEE

The Supplier shall give to the Authority a guarantee by the Call-Off Guarantor of the Supplier's performance in the form of the guarantee in Joint Schedule 8 (Guarantee).

#### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the following social value commitments as were provided for in its Call-Off Tender:

REDACTED

#### COUNTERPARTS

The Call-Off 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 agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

#### SIGNATURE AS A CONTRACT

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature :		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

**Annex**  
**Proforma Statement of Work**

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the Parties dated *[insert date of signature of Contract.]*

Project:	<i>Set out a short description of the project this may be the same as the Services under the Call-Off Contract where there is a single Statement of Work.</i>
Project Start Date and Notice Period for Cancellation	<i>Set out the start date for this project and its duration and the likely end date if known— state whether for a fixed term or an initial term and then rolling subject to notice.</i>  <i>Where the Parties are agreeing a project notice period for cancellation of project, specify the notice period this will only apply where a project may be cancelled independently to the Call-Off Contract.</i>

Goods and/or Services:	<p><i>Set out a description of the Goods and/or Services to be supplied by the Supplier for this project.</i></p> <p><i>Include any Service Levels, how credits will be calculated against an “at risk amount”.</i></p> <p><i>State any specific activities agreed in the pitch that are to be delivered as part of this campaign.</i></p> <p><i>Ensure you capture any work across distinct specialisms or channels.</i></p> <p><i>State if you require any specific requirements and ways of working such as third party consents, licences, clearances that Supplier needs to obtain and products or purchases.</i></p>
Inclusion of Additional Schedules	
Project Plan:	<p>1. If so required by the Buyer, the Buyer will issue a set of project requirements and the Supplier shall produce a project plan based on:</p> <ul style="list-style-type: none"> <li>(a) the project requirements;</li> <li>(b) to the extent consistent with the same, the plan submitted by the Supplier as part of its Call-Off Tender; and</li> </ul> <p>in such further detail as the Buyer may reasonably require.</p> <p>2. For the avoidance of doubt it shall be reasonable for the Buyer to request that such project plan includes:</p> <ul style="list-style-type: none"> <li>(a) the nature of the Deliverables being delivered and the manner in which the Supplier will deliver such Deliverables;</li> <li>(b) the Supplier’s project management approach including how the Supplier will ensure timely delivery;</li> <li>(c) a resourcing plan and details of how resources will be managed to deliver the Deliverables and how uplifts or downsizing requirements will be dealt with at short notice (including sickness, absence and leave handovers);</li> <li>(d) the Supplier’s reporting process and how it will keep the Buyer informed of progress and risks, including details of how the Supplier will monitor the quality and timeliness of the Services on a ‘real time’ continuous 24 hour basis;</li> <li>(e) details of compliance with the Buyer’s sustainability requirements for the Event(s) including: how sustainability requirements will be covered from design through to delivery of the Deliverables, any potential issues of supporting the Buyer’s requirements, relevant credentials/ certificates held, how sustainability will be implemented at all</li> </ul>

levels of the project, how a sustainability legacy can be created post Event, how the Supplier will work with the sustainability consultant, how ISO 20121 will be implemented for the duration of the project, any potential issues in supporting the implementation of ISO 20121 and details of how the Supplier will reduce carbon emissions in delivering the Deliverables (including the scale of the CO2 savings);

- (f) the Charges associated with the Deliverables calculated in accordance with the Pricing Matrix;
- (g) milestones (being a tangible event (or collection of events) which together mark a point in time when significant progress has been made in delivery of the Deliverables;
- (h) milestone dates (being those dates by which milestones (as described above) are to be met);
- (i) achievement criteria (being the criteria used to determine whether a milestone has been met) which shall be based on:
  - i. whether the Buyer can derive benefit from the milestone being achieved;
  - ii. the spend incurred by the Supplier; and
  - iii. whether tangible and reasonable progress towards the final milestone date can be evidenced,

and in any event the criteria shall be specific and capable of being measured by the Buyer;

- (j) details as to how the Buyer may test and inspect achievement of the associated milestone criteria;
- (k) reasonable time periods for the Buyer to respond to Supplier requests;
- (l) how the Supplier will work and liaise with the Buyer;
- (m) how the Supplier will work collaboratively with the Events venues and other suppliers delivering services, for example including but not limited to police, emergency services and transport companies;
- (n) the Supplier's procedures and processes for managing any complaints, problems and escalation;
- (o) specific service levels and how service credits are to be allocated, though the Parties agree and acknowledge that such service levels shall be capable of measurement by the Buyer and aim to measure a derived benefit to the Buyer and that



Contract Charges:

<p>service credits, in aggregate, shall not exceed an agreed at-risk amount.</p> <p>2. The Supplier shall ensure that each version of the project plan is submitted to the Buyer. Within a timescale reasonably prescribed by the Buyer following receipt of the project plan, the Buyer will inform the Supplier that the Buyer accepts the project plan or of any comments which the Buyer may have in respect of the project plan.</p> <p>3. Where the Buyer notifies the Supplier of comments on the project plan, the Supplier shall take account of those comments reasonably raised by the Buyer and shall resubmit further iterations of the project plan and each Party shall follow the process set out in paragraphs 1 and 2 above and this paragraph 3 in respect of each iteration.</p> <p>4. Once the Buyer has accept the project plan, such project plan shall become the “Project Plan”.</p> <p>5. The Supplier shall perform its obligations and provide the Deliverables in a manner consistent with the Project Plan, including (without limit) so as to achieve each milestone by the milestone date as set out in such Project Plan.</p> <p>6. Changes to the Project Plan shall only be made in accordance with Clause 24 of the Core Terms (Changing the contract).</p>	<ol style="list-style-type: none"> <li>1. Where the Buyer requests a project plan in accordance with the section titled “Project Plan” above, the Supplier shall provide the Buyer with a sum intended to be the cap of Charges which shall be the maximum which the Buyer shall pay to the Supplier other than where there is a variation agreed in accordance with Clause 24 of the Core Terms (Changing the contract) (“Capped Sum”).</li> <li>2. The Supplier shall calculate the Capped Sum using the Pricing Matrix.</li> <li>3. The Supplier shall ensure, when calculating its Capped Sum: <ol style="list-style-type: none"> <li>(a) the rates used shall be no more than as set out in the Pricing Matrix;</li> <li>(b) prices should be inclusive of all costs other than VAT;</li> </ol> </li> </ol>
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	<ul style="list-style-type: none"> <li>(c) it includes the full cost of delivery of the Deliverables as set out in the project requirements;</li> <li>(d) expenses which are to be incurred in accordance with the Buyer's expenses policy (as made available by the Buyer to the Supplier from time to time) are included;</li> <li>(e) costs for equipment must include all costs landed on site (including delivery and all other cost); and</li> <li>(f) where a unit cost is to be incurred which was not set out in the Pricing Matrix such unit cost shall reflect the cost of the unit plus no more than [x%] uplift;</li> </ul> <ul style="list-style-type: none"> <li>4. The Supplier shall set out its payment plan as part of the revised pricing and such payment plan shall be on the basis of milestone payments.</li> <li>5. Together with a valid VAT invoice for each milestone payment, the Supplier shall provide other details and supporting documentation as the Buyer may reasonably require to enable the Buyer to satisfy itself that the milestone criteria have been achieved.</li> <li>6. Payment for milestones shall not fall due unless and until the milestone criteria relating to that such milestone has been achieved.</li> <li>7. The Buyer reserves the right at all times to visit Supplier premises or such other sites where the Deliverables are being supplied in order to satisfy itself of the costs incurred and/or of the achievement of milestone criteria by the Supplier and the Supplier shall provide the Buyer with such access and reasonable assistance as the Buyer may require in order to carry out such satisfaction tests.</li> </ul>
Buyer Materials:	The venues set out in the Buyer's Statement of Requirements (forming part of the Call-Off Tender) subject to the access requirements specified therein.
International locations	<i>If Services are to be supplied outside the UK, specify additional territories here.</i>

Buyer Affiliates:	<i>If relevant, set out any Buyer Affiliates which will be using the Deliverables.</i>
Special Terms:	<i>Set out any special terms that are intended to take precedence over the Contract.</i>
Key Individuals:	<i>Set out details of the staffing resources to deliver the Event, including those of any proposed sub-contractors and the key personnel.</i>
Authorised Supplier Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Supplier for this project.</i>
Authorised Buyer Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Buyer for this project.</i>

Signed by:.....  
 by (print name):.....  
 for and on behalf of  
 Supplier  
 Date:.....

Signed by:.....  
 by (print name):.....  
 for and on behalf of  
 Buyer  
 Date:.....