FRAMEWORK SCHEDULE 3 - FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on the 24th day of February 2025

BETWEEN

1. Defence Infrastructure Organisation (DIO) (the "Customer"); and **REDACTED**
2. Custom Group Limited whose registered office is 8 The Ropewalk, Ilkeston,

Derbyshire, DE7 5HX whose company number is 02124001 (the "Supplier")

WHEREAS the Customer wishes to have provided the following goods and/or services namely

Curtains and Tracks supply and install pursuant to the ESPO Framework Agreement 229\_24

NOW IT IS AGREED THAT

1. The Supplier will provide the goods and/or services in accordance with the terms of the call-off contract reference number 001 and Contract Documents.
2. The Customer will pay the Supplier the amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
   * This Form of Contract
   * The Master Contract Schedule
   * The documents as listed ESPO 229 24

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of

**REDACTED** by **REDACTED**, an authorised officer

Authorised Officer

**REDACTED** Print name: **REDACTED**

# Signed by **REDACTED**

CUSTOM GROUP LIMITED

Supplier Custom Group Ltd

Print name: **REDACTED**

EXECUTED AS A DEED BY THE CUSTOMER by affixing the common seal of

**REDACTED**

in the presence of :-

Authorised Officer **REDACTED**

# EXECUTED AS A DEED BY THE SUPPLIER by affixing the common seal of

CUSTOM GROUP LIMITED

in the presence of: -

**REDACTED**

**REDACTED**

[Director OR Secretary]

# This document relates to and forms part of the Call-Off Terms

(Document Reference 001)

MASTER CONTRACT SCHEDULE (ESPO Framework Reference 229\_24)

|  |
| --- |
| 1. TERM |
| Commencement Date  24th day of February 2025  Expiry Date  Upon delivery of goods.  Extension Period  N/A |
| 2. GOODS AND/OR SERVICES REQUIREMENTS |
| Goods required  **REDACTED** |
| Performance/ Delivery Location/ Premises  Please report to **REDACTED** |
| Standards  Quality Standards  The product is certified to **REDACTED**  Technical Standards |

C)

|  |
| --- |
| **REDACTED** |
| Disaster Recovery and Business Continuity  Clause 6 sufficient. |
| 3. SUPPLIER SOLUTION |
| Supplier Solution  As per Custom Group Ltd quote 28th day of January 2025. |

@

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Key Personnel of the Supplier to be involved in the provision of the Goods, Services and Deliverables  **REDACTED**, Custom Group Ltd, Unit 8 The Ropewalk, Ilkeston, Derbyshire, DE7 5HX. Tel: **REDACTED**. | | | | | | |
| Supplier's inspection of the Premises and Infrastructure (where relevant)  N/A | | | | | | |
| 4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES | | | | | | |
| Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)  A draft template Implementation Plan as at the Commencement Date is set out below: | | | | | | |
| Milestone | Deliverables  **REDACTED** | Duration  (Working Days)  Upon receipt of goods | Milestone  Date  February  2025 | Customer  Responsibilities  (if applicable) | Delay Payments  N/A |  |
|  |  |  |  |  |  |

@

|  |
| --- |
| Critical Service Failure  (i **REDACTED** |
| (ii) In relation to the Supply and install of curtains and tracks a Critical Service Failure shall mean a loss of two (2) or more during core hours (08:00 - 18:00 Mon - Fri excluding bank holidays) for more than 24 hours accumulated in three (3) Month period, or 48 hours in any rolling twelve (12) month period.  The default period is three months if less than three months is required then an alternative period should be inserted above. |
| Monitoring  Delivery, supply and installation of Goods as listed above.  Management Information  Management Information to be provided in accordance with clause 7 of the Call-Off Terms on delivery of **REDACTED** |

O

|  |
| --- |
| 5. CUSTOMER RESPONSIBILITIES |
| Customer's Responsibilities (where appropriate)  Granting of access to **REDACTED**, Remove, supply and install curtains as per quote. |
| Customer's equipment (where appropriate)  Equipment as per their HSE requirements to remove and install the curtains and tracks. |
| 6. CHARGES AND PAYMENT |
| Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))  £17,875.60 + VAT |
| 7. CONFIDENTIAL INFORMATION |
| The following information shall be deemed Commercially Sensitive Information:  Any Commercially Sensitive Information identified by the Service Provider and the duration it should be confidential for. This will assist the Customer in respect of compliance with Freedom of Information Act (FOIA) and the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004). |

@

|  |  |  |
| --- | --- | --- |
| 8. AGREED AMENDMENTS TO THE CALL-OFF TERMS | | |
| The following amendments shall be deemed to be made to the Call-Off Terms:  N/A | | |
| 9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS | | |
| 1. INTRODUCTION    1. The Supplier shall comply with any further written instructions with respect to processing by the Customer.    2. Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule. | | |
| Description | Details |  |
| Subject matter of the processing | Remove, supply and install **REDACTED** as per quote. |
| Duration of the processing | As and when the **REDACTED** are physically available. |
| Nature and purposes of the processing | To remove old **REDACTED**, then supply and fit new curtains.  It is yet to be agreed re the disposal of the old curtains - for which they can be taken away free of charge by Custom Group. |
| Type of Personal Data | N/A |
| Categories of Data Subject | N/A |
| Plan for return and destruction of the data once the processing is complete unless requirement under union or member state law to preserve that type of data. | N/A |
| 10. Personal Data under the Joint Control of the Parties | | |
| The following section 10 applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract. | | |

@

1. The [Parties] [Customer] [Supplier] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).
2. The [Parties] [Customer] [Supplier] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).
3. The [Parties] [Customer] [Supplier] shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).
4. The [Parties] [Customer] [Supplier] shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
5. The [Parties] [Customer] [Supplier] shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).
6. The [Parties] [Customer] [Supplier] shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The [Parties] [Customer] [Supplier] shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).
8. The [Parties] [Customer] [Supplier] shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
9. The [Parties] [Customer] [Supplier] shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
10. The [Parties] [Customer] [Supplier] shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).
11. The [Parties] [Customer] [Supplier] shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any personal data breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).
12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).

[[Paragraph 13 is only applicable where the processing is likely to result in a high risk to the rights and freedoms of natural persons. If this is not the case it can be deleted]

13.[ The [Parties] [Customer] [Supplier] shall be responsible for carrying out a data protection impact assessment in accordance with GDPR Article 35 (Data protection impact assessment) and Article 36 (Prior consultation).]

14. The Parties agree that the [Customer] [Supplier] shall be the point of contact for Data Subjects.

C)

