



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

PART 1 – CALL OFF ORDER FORM**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Internal Audit Consultancy Services under **RM3745 Lot 3** dated 4th September 2017.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.




For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	107106
From	Mark Baker Director of Finance & Governance Raven Housing Trust Ltd ("CUSTOMER")
To	Lee Cartwright Partner Beever and Struthers Chartered Accountants and Business Advisors ("SUPPLIER")

SECTION B**CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: 1st March 2021
	Expiry Date: End date of Initial Period 28th February 2024 End date of Extension Period 28th February 2025 Minimum written notice to Supplier in respect of extension: 3 months

SERVICES

2.1	<p>Services required:</p> <p>General: in Part A of Framework Schedule 2 (Services), Appendix 5b.</p> <p>More particularly, as per Appendix B of the further competition procedure:</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  Appendix B - Statement of Requirement </div> <div style="text-align: center;">  ITT Beever and Struthers Response </div> <div style="text-align: center;">  Beever and Struthers Presentation to Raven </div> </div>
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PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 30 Working Days from the Call Off Commencement Date, in accordance with Appendix 3 of the Response to Requirements document embedded in Section 2.1 above.</p>
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CONTRACT PERFORMANCE


4.1.	<p>Standards:</p> <p>Not applied</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>Not applied</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

PERSONNEL

5.1	<p>Key Personnel:</p> <p>For Raven Housing Trust: Mark Baker – Director of Finance & Governance Jonathan Higgs – Chief Executive Officer Asantewaa Brenya – Head of Governance</p>
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	<p>For Beever and Struthers Chartered Accountants and Business Advisors: Lee Cartwright – Internal Audit Partner Narinder Sandher – Client Service Director Hem Sajid – Internal Audit Manager Anastasia Burton – Senior Internal Auditor Bernard Bracken – IT Auditor Simon Marsh – Data Analysis Specialist Titilope Fasoto – Contracts and Compliance Auditor Alex Czabaniuk – Internal Auditor Ifrah Bukhari – Internal Auditor</p>
5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied</p>

PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p>  <p>Pricing Schedule Beever and Struthers I</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>The payment method for this Call-Off Contract is electronic bank transfer (BACS);</p> <p>The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.; Invoices will be sent to accountspayable@ravenht.org.uk;</p> <p>All invoices must include: Purchase order number.</p>
6.3	<p>Reimbursable Expenses: Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>29 Linkfield Lane, Redhill, Surrey RH1 1SS</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Three (3) Call Off Contract Years from the Call Off Commencement Date</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>1st September and 1st March of each Call Off Contract Year during the Call off Contract Period</p>

6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Permitted, after the expiry of the initial 3-year period, to be tied to a pre-agreed metric, such as Retail Price Index.</p>
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LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £38,520 excl VAT</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms</p> <p><i>Confirmed 125% call off contract charge per annum = £48,150</i></p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>The insurance(s) required will be:</p> <p>A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract.</p> <p>Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £2,000,000 per occurrence.</p> <p>Employers' liability insurance with a minimum limit of £10,000,000 per occurrence.</p> <p>Public liability insurance with a minimum limit of £5,000,000 per occurrence.</p>



TERMINATION AND EXIT


8.1	<p>Termination on material Default (Clause 42.2.1(c) of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
8.2	<p>Termination without cause notice period (Clause 42.7.1 of the Call Off Terms):</p> <p>A minimum of sixty (60) working days to apply.</p>
8.3	<p>Undisputed Sums Limit:</p> <p>In Clause 43.1.1 of the Call Off Terms</p>
8.4	<p>Exit Management:</p> <p>In Call Off Schedule 9 (Exit Management)</p>

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Required
9.2	Commercially Sensitive Information: Not Required

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 6th November 2020 Recital D - date of receipt of Call Off Tender: 4th December 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: See paragraphs 1 to 5 of Schedule 7 and Raven's Information Security Policy below.  RHT 18 Raven Information Security f
10.4	ICT Policy:  RHT 18 Raven Information Security f
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 20 working days, with the exception of leading up to an Audit Committee meeting, in which case the "Disaster Period" shall be 5 working days.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Data supplied via email should be sent securely, for example through Mimecast.
10.9	Notices (Clause 56.6 of the Call Off Terms):

	<p>Customer's postal address and email address:</p> <p>Raven Housing Trust, 29 Linkfield Lane, Redhill, Surrey RH1 1SS</p> <p>Mark.baker@ravenht.org.uk</p> <p>Supplier's postal address and email address:</p> <p>Beever and Struthers Chartered Accountants and Business Advisors</p> <p>15 Bunhill Row, London EC1Y 8LP</p> <p>lee.cartwright@beeverstruthers.co.uk</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p> <p>To be supplied in accordance with the Statement of Requirements, format to be agreed during the initial 3 months of the contract.</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</p> <p>Clause 4.3 NON-CROWN BODIES</p> <p>Clause 4.4 NON-FOIA PUBLIC BODIES</p>
10.12	<p>Call Off Tender:</p> <p>In Call Off Schedule 16</p> <p></p> <p>ITT Beever and Struthers Response.pdf</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Not required</p>
10.14	<p>Staff Transfer</p> <p>Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p>

	<p>1. The contact details of the Customer Data Protection Officer is:</p> <p>The Privacy Trust, email: rht-support@privacytrust.com copied to dataprotectionofficer@ravenht.org.uk</p> <p>2. The contact details of the Suppliers Data Protection Officer is:</p> <p>Beever and Struthers do not have a Data Protection Officer, however Helen Armstrong is Head of GDPR Committee</p> <p>Helen Armstrong, helen.armstrong@beeverstruthers.co.uk , 0161 832 4901</p> <p>3. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>4. Any such further instructions shall be incorporated into this Schedule.</p>												
	<table border="1"> <tr> <td>Contract Reference:</td> <td>P3086/ITT4660</td> </tr> <tr> <td>Date:</td> <td>11 February 2021</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.</td> </tr> <tr> <td>Duration of the processing</td> <td>For the duration of the Framework Award plus 7 years.</td> </tr> </table>	Contract Reference:	P3086/ITT4660	Date:	11 February 2021	Description Of Authorised Processing	Details	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.	Duration of the processing	For the duration of the Framework Award plus 7 years.
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	Nature and purposes of the processing	The collection, recording, organisation, structuring, storage, retrieval, consultation, use, or otherwise making available, of personal data for the specific purpose of delivering internal audit services, including reports and recommendations, to Raven Housing Trust.
	Type of Personal Data	To include all personal data for staff, customers, suppliers, to be provided on request, for the purposes of fulfilling the audit programme, providing an annual audit opinion or other services as part of this contract. The Trust reserves the right to withhold providing personal data, on an exceptional basis, where this data has been provided on a very strict confidentiality basis that has no bearing on operational delivery or control e.g. from staff or customer surveys.
	Categories of Data Subject	Staff, customers and suppliers, plus other 3rd parties as specifically agreed.
10.16	MOD DEFCONs and DEFFORM	
	Not required.	


FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF 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 in accordance with the terms Call Off Order Form and the Call Off Terms.


The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of 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 Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	Lee Cartwright, Partner
Signature	
Date	28 February 2021

For and on behalf of the Customer:

Name and Title	Mark Baker, Director of Finance & Governance
Signature	
Date	01 March 2021