**Call-Off Schedule 23 (Consignment Stock Services)**

1. **Definitions**
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

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| **“Consignment Stock Services”** | the provision of Deliverables by the Supplier on a consignment basis as outlined in paragraph 8.10.3.4 of the Specification and as further set out in the Order Form; |
| **“Consigned Deliverables”** | means the Deliverables to be provided by the Supplier as part of the Consignment Stock Services; |
| **“Consignment Request”** | means the Buyer’s request for Consigned Deliverables as specified in the Consignment Request Form; |
| **“Consignment Request Form”** | means the order form annexed to this Schedule to be used by the Buyer to request Consigned Deliverables; |
| **“Forecast”** | means the Buyer’s anticipated requirements in respect of the Consigned Deliverables it expects to order from the Supplier during a given time period, full details of which are set out in the Order Form or Consignment Request Form (as applicable); |
| **“Minimum Quantity”** | means the minimum quantity (if any) of Consigned Deliverables for which the Buyer agrees to issue a Consignment Request to the Supplier during the period set out in the Order Form or Forecast (as applicable); |
| **“Request Number”** | means the number allocated by the Supplier to each Consignment Request; |
| **“Stock”** | means the stock of materials (which may consist of printed materials, printed letterhead materials or blank materials, or other items as specified by the Buyer, to be used in the provision of the Deliverables and which the Supplier has agreed to store for the Buyer in the quantities set out in the Order Form or the relevant Consignment Request Form and in accordance with the Forecast (if any); |
| **“Stock Report”** | means a statement setting out all Stock used by the Buyer during the preceding month or such other period as the Buyer may specify and which will include the applicable Request Number and the extent of the current inventory of Stock; and |
| **“Storage Facility”** | means the facility where the Supplier stores the Stock. |

1. **When this Schedule should be used and process to be followed**
   1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of Consignment Stock Services, that is, the provision of Deliverables on a consignment basis as outlined in paragraph 8.10.3.4 of the Specification. The Parties shall comply with this Schedule if the Buyer has indicated on the Order Form that Consignment Stock Services form part of the Services to be provided under the Contract.
   2. The outline of the process to be followed is:
      1. the Buyer may provide a Forecast when this Contract is entered into by including the Forecast on the Order Form or at a later date using the appropriate section of the Consignment Request Form;
      2. the Forecast will assist the Supplier to gauge what Stock it needs to obtain;
      3. the Supplier shall obtain, prepare (if applicable) and store such Stock as required; and
      4. the Buyer can request Consigned Deliverables from the Supplier which the Supplier shall deliver using the required materials/items from the Stock.
   3. Full details of the Parties’ obligations in relation to the provision and delivery of Consigned Deliverables are set out in the remainder of this Schedule.
2. **Forecast**
   1. The Buyer shall, when preparing each Forecast, take into account all relevant information available at that time with the aim of ensuring that the Forecast is reasonably accurate.
   2. The Buyer may submit a Forecast to the Supplier at any point during the Contract Period by using the relevant section of the Consignment Request Form or by any other written process agreed between the Parties.
   3. Provision of a Forecast by the Buyer does not constitute a Consignment Request or an order for Deliverables of any kind.
   4. The Supplier shall ensure that it holds sufficient Stock to meet the Buyer’s anticipated requirements as set out in the Forecast.
3. **Consignment Request**
   1. Throughout the Contract Period, the Buyer may request Consigned Deliverables from the Supplier by issuing a Consignment Request.
   2. The Buyer shall issue all Consignment Requests by submitting to the Supplier, a completed Consignment Request Form, signed by an authorised signatory of the Buyer.
   3. Within one (1) Working Day of receipt of a Consignment Request Form, the Supplier shall acknowledge such receipt and:
      1. confirm that it is able to fulfil the Consignment Request in accordance with the instructions on the Consignment Request Form including any specified delivery dates given and provide a Request Number; or
      2. notify the Buyer if there are any issues which will prevent the Supplier from fulfilling the Consignment Request together with details of the steps the Supplier will take to address such issues and any likely delays. If the Buyer indicates that it still wishes to proceed, the Supplier will provide a Request Number.
   4. The Supplier shall provide the Consigned Deliverables to the Buyer or to the addressee(s) specified on the Consignment Request Form in accordance with all instructions, including timescales, specified in the Consignment Request Form.
   5. Once a Request Number has been issued by the Supplier, the Parties shall refer to such Request Number in all communications in respect of the relevant Consignment Request.
   6. If further to the issue of a Request Number, the Buyer needs to make changes to the Consignment Request, the Buyer may, acting reasonably, ask the Supplier to make such changes and associated price adjustments if necessary. The Supplier shall use all reasonable endeavours to accommodate such request but the Buyer shall be responsible for any Stock which the Supplier can evidence has already used in the fulfilment or partial fulfilment of the Consignment Request.
4. **Minimum Purchase Obligation**
   1. Where the Buyer has indicated to the Supplier in any Forecast or on the Order Form that the Buyer agrees to purchase a Minimum Quantity, the Buyer must purchase such Minimum Quantity within the timescale given.
   2. If the Buyer fails to purchase any agreed Minimum Quantity within the specified time period:
      1. the Supplier shall ask the Buyer if it requires the Stock to be retained, and:
         1. if the Buyer does not so require, the Stock shall be considered Obsolete Stock (as defined in Paragraph 6.8 below) and treated accordingly; and
         2. if the Buyer wishes the Supplier to retain the Stock for future use, the Parties, acting reasonably, will discuss future arrangements for the Stock and if any further Minimum Quantity requirements are to apply, and
      2. if any reduction of the Charges was offered in consideration for the purchase of such Minimum Quantity, the Supplier shall be entitled to invoice the difference in price of what would have been paid by the Buyer for any Consigned Deliverables already purchased had the full price been payable.
5. **Stock**
   1. The Supplier shall store the Stock in such a manner that the Stock is not vulnerable or potentially vulnerable to damage, theft, deterioration or loss or any other type of incident which could lead to the Stock being unsuitable or unavailable for use in respect of the provision of the Consigned Deliverables.
   2. The Supplier shall store the Stock separate from any other goods that are kept at the Storage Facility so that it remains readily identifiable as being the Stock.
   3. Notwithstanding the Supplier’s obligations under Joint Schedule 3 (Insurance Requirements), the Supplier shall ensure that the Storage Facility is insured in accordance with Good Industry Practice given the type of materials which the Supplier stores in the Storage Facility.
   4. Without prejudice to the Buyer’s rights under Clause 6.3 of the Core Terms (Record keeping and reporting), the Supplier shall allow the Buyer or its representatives access to the Storage Facility for the purpose of inspecting the Stock upon the Buyer providing not less than three (3) Working Days’ notice. The Supplier acknowledges that in exceptional circumstances, the Buyer may not be able to provide the required notice and the Supplier shall, in such circumstances, use all reasonable endeavours to provide access the Storage Facility to the Buyer upon such notice as the Buyer is in a position to give. The Supplier shall make available, during all inspections, appropriately knowledgeable members of the Supplier Staff to assist the Buyer and answer any reasonable questions.
   5. If as a result of any inspection by the Buyer or its representatives under Paragraph 6.4 above, the Buyer, acting reasonably, considers the Stock to be defective or not conforming to the description set out in the Order Form or Forecast as applicable, the Buyer may request that the Supplier replaces such Stock.
   6. Where the Supplier receives a request to replace any Stock under Paragraph 6.5 above, the Supplier shall replace the relevant Stock within twenty (20) Working Days unless otherwise agreed in writing with the Buyer.
   7. The Supplier shall provide a Stock Report to the Buyer in accordance with the frequency set out in the Order Form or Forecast or as otherwise notified to the Supplier in writing by the Buyer acting reasonably.
   8. If the Buyer decides that it no longer needs any of the Stock (**“Obsolete Stock**”), it shall notify the Supplier as soon as reasonably practicable. Where the Obsolete Stock is of a type that can be redeployed in respect of other commercial activity, the Supplier shall use reasonable endeavours to redeploy or sell the Obsolete Stock.
   9. Where:
      1. the Supplier can provide reasonable evidence that it has tried to redeploy or sell the Obsolete Stock but has been unable to do so in respect of any or all of the Obsolete Stock; or
      2. the Obsolete Stock cannot be sold or redeployed due to its nature such as it being of a type only used by the Buyer or being printed matter,

the Supplier shall provide an inventory of all such Obsolete Stock together with details of the costs incurred by the Supplier in obtaining or printing the Obsolete Stock (“**Obsolete Stock Inventory**”). The Buyer shall notify the Supplier of its approval of the Obsolete Stock Inventory within thirty (30) days of receipt and the Supplier shall be entitled to raise an invoice for any sums specified in the Obsolete Stock Inventory payable in accordance with Clause 4 of the Core Terms.

* 1. If the Buyer does not agree with the Obsolete Stock Inventory, the Parties shall enter into good faith discussions and if the matter is not resolved within ten (10) Working Days, the matter shall be resolved in accordance with the Dispute Resolution Procedure.

1. **Title and risk**
   1. Risk in the Stock passes to the Buyer when the Consigned Deliverables which contain or use the Stock are delivered to the Buyer or, if applicable, upon receipt by the addressees indicated on the Consignment Request Form.
   2. Title in the Stock shall pass to the Buyer when the Stock is used in respect of the provision of the relevant Consigned Deliverable.
2. **Payment**
   1. The pricing applicable to the Consigned Deliverables shall be as calculated in accordance with Call-Off Schedule 5 (Pricing Details) and set out in the Consignment Request Form and.
   2. Invoicing and payment of the Charges in respect of the Consigned Deliverables shall be in accordance with Clause 4 of the Core Terms.
3. **Obligations on termination**
   1. For the purposes of Call-Off Schedule 10 (Exit Management), on termination of the Contract for any reason, any remaining Stock will be considered as a Transferable Asset (as such term is defined in Schedule 10) and treated accordingly.
   2. Notwithstanding the Supplier’s obligations under Call-Off Schedule 10 (Exit Management), the Supplier shall provide the Buyer with a Stock Report six (6) months before the Expiry Date.

Annex

Consignment Request Form

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| **This Consignment Request Form may be used as follows:**   1. **Sections 1 and 2: to submit a Consignment Request (i.e. an order for Deliverables that the Buyer wishes to order from the Supplier and that the Supplier will supply using the Stock as relevant); and/or** 2. **Sections 1 and 3: to provide a Forecast (i.e. the Buyer’s anticipated ordering requirements during the given time period) to guide the Supplier in its purchase of Stock**. | |
| **SECTION 1** | |
| Call-Off Contract reference: | [***Insert Buyer’s contract reference number***] |
| Buyer: | [***Insert Buyer’s name***] |
| Supplier: | [**Insert name of Supplier**] |
| Date: | [***Insert date of submission of this form*]** |
| **SECTION 2** | |
| Request Number: | [***Supplier to assign a Request Number to this Consignment Request for future reference by both Parties***] |
| Consigned Deliverables: | [***Insert description of the Consigned Deliverables including quantity required. If any description, images, examples etc are to submitted, these can be appended to this form but should be referred to in this section to ensure they are not missed by the Supplier. Include as much detail as possible to ensure clarity as to the exact requirements***] |
| Price of Consigned Deliverables: | [***Insert price based on Call-Off Schedule 5***] |
| Delivery Date(s): | [***Insert date for delivery of the Deliverables. If there is more than one Delivery then state the range of dates for delivery***] |
| Delivery Location: | [Buyer’s address as set out in the Contract] **OR**  [***Insert other location***]  **OR**  [Direct mailing in accordance with instructions appended to this Form.]  [***Delete above as applicable and remove highlighting*]** |
| Special delivery instructions (if any): | [***Insert any other specific points that need to be considered by the Supplier when delivering the Deliverables***] |
| **SECTION 3** | |
| Time period to which this Forecast applies: | [***Insert the time period applicable to this Forecast e.g. 6 months commencing on 1 January 2021*]** |
| Details of projected Buyer requirements: | [***Insert details of the Consigned Deliverables the Buyer reasonably believes it will require over the time period given above and for which it will need the Supplier to hold Stock. If any printing is required at this stage, more details can be appended to this Form.]*** |
| Minimum Quantity (if any): | [***Insert details of any minimum quantity of Consigned Deliverables the Buyer agrees to buy within the time period given in the row below*]** |
| Time limit/period for purchase of Minimum Quantity: | [***Insert the time limit/period by which the Minimum Quantity is to be ordered. This could be, for example, by a certain date (e.g. by 1 January 2021) or a recurring order (e.g. every year)*]** |
| **This Consignment Request Form is governed by the terms of the Contract dated [Insert date] between the Buyer and the Supplier. Any definitions used within the Contract are incorporated into this Consignment Request Form.** **No other Supplier terms are part of the Contract including any terms written on the back of, added to this Consignment Request Form, or presented at the time of delivery of any Consigned Deliverables.** | |

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