

## ORDER FORM

<b>Date</b>	18th October 2021	<b>Order Reference</b>	Con_19376
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### FROM:

<b>Contracting Body</b>	Judicial Office "Customer"
<b>Contracting Body's Address</b>	Judicial Office, [REDACTED] Royal Courts of Justice, London, WC2A 2LL
<b>Invoice Address</b>	Shared Services Connected Limited, Po Box 769, Newport, NP20 9BB
<b>Principal Contact</b>	Name: [REDACTED] Address: [REDACTED] Royal Courts of Justice, London, WC2A 2LL Phone: [REDACTED]

### TO:

<b>Supplier</b>	Bloomsbury Publishing Plc ("Supplier")
<b>Supplier's Address</b>	50 Bedford Square, London, WC1B 3DP
<b>Account Manager</b>	Name: [REDACTED] [REDACTED]

<b>1. GENERAL</b>
<b>1.1</b> This Order is entered into pursuant to the Framework Agreement <b>con_17190</b> .
<b>1.2</b> This Order incorporates the Call-Off Terms (as amended herein) and constitutes a separate contract between the parties set out above.
<b>1.3</b> In this Order (except where the context otherwise requires), words and phrases shall have the meaning set out in the Framework Agreement and this Call-Off Agreement or as otherwise defined in this Order.

<b>2. TERM</b>
<b>2.1 Commencement Date</b> This Call-Off Agreement commences on the 1st of April 2021
<b>2.2 Expiry Date</b> This Call-Off Agreement shall expire on the 31 <sup>st</sup> of March 2024 unless terminated earlier in accordance with the Call-Off Terms or otherwise at Law.
<b>2.3 Services Requirements</b> <b>2.3.1</b> This Order is for the provision of the Services by the Supplier to the Customer to meet the Customer's Service Requirements, such Service Requirements being set out below:

<b>3.</b>	<b>BASE LOCATION</b>
<b>3.1</b>	The Base Location at which the Services shall be performed is: Online

<b>4.</b>	<b>PAYMENT</b>
<b>4.1</b>	<p><b>Payment Profile</b>  <i>[Charges will be based on the charging structure set out in Framework Schedule 2 (Charging Structure)]</i></p> <p>Online publications for the following:</p> <ul style="list-style-type: none"> <li>• Duckworth</li> <li>• Hershman and McFarlane</li> <li>• Family Court Reports</li> </ul> <p>████████████████████████████████████████</p> <p>Order for 2021/22: ██████████</p> <p>Order for 2022/23: ██████████</p> <p>Order for 2023/24: ██████████</p> <p><b>4.2 Invoicing</b>  <i>[The following provision may need to be amended to include the raising of invoices in respect of charges for transition activities]</i>  The Supplier shall raise its invoice for the Charges on an annual basis.</p> <p><b>4.3 Invoice format</b>  When goods are dispatched or services provided Suppliers should send a draft invoice to the ██████████ mailbox: ██████████ for checking prior to submission for payment. This will ensure that invoice details match the original order and therefore enable speedy payment when submitted to the MoJ's external partner for managing payment services – Shared Services Connected Limited, (SSCL).</p> <p>jLIS Finance will notify Suppliers when the invoice has been approved, and Suppliers should then submit the invoice for payment. Failure to comply with this process will result in the invoice being rejected and will delay payment.</p> <p>Invoices shall be compliant with the administrative instructions set out in this final Call-Off Contract:</p> <ol style="list-style-type: none"> <li>1. Only one invoice should be submitted for each unique order unless by prior agreement with the Authority</li> <li>2. The amount invoiced by the Supplier must match the amount quoted at the order stage.</li> <li>3. If a credit note is issued to the Authority from a Supplier, this must include current PO number and quote a current invoice reference.</li> </ol> <p>Invoices must include the following information:</p> <ul style="list-style-type: none"> <li>• Invoice date</li> <li>• Order Reference</li> <li>• Purchase Order</li> <li>• Invoice Address</li> <li>• Supplier Address</li> </ul>

- Bank Details

For individual titles:

- Title/ISBN
- Quantity
- Unit Price - RRP
- Discount %
- Discount unit £
- VAT rate per item (if applicable)
- VAT per item (if applicable)
- VAT-able amount item (if applicable)

#### Totals

- Total quantity
- Total amount
- Total amount of VAT
- Total VAT-able amount
- Each of these should be detailed for each line of the order
- All of the fields listed above must be clearly identifiable, and listed on separate lines

All orders on an invoice must relate to a single PO

#### 4.4 Payment Terms

Payment shall be made by BACS to the following account details:

Account Name:

Bank name and address:

Sort Code:

Account Number:

## 5. LIABILITY

### 5.1 The Supplier's Limit on Liability

*[The number to be inserted at (a) should be a number which reflects the value of goods to be provided as multiplied by the percentage in (b).]*

Subject to provisions of Clause 34.1 and 34.5 of the Call-Off Terms, the total aggregate liability of the Supplier under and in connection with this Call-Off Agreement) whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to the greater of:

(a) £5,000,000.00

(b) 150% of the total Charges due and payable by the Customer in respect of the provision by the Supplier of the Services under this Call-Off Agreement.

For the avoidance of doubt, the Parties acknowledge and agree that this Clause shall not limit the Supplier's liability under the Framework Agreement which liability shall be governed by the terms of the Framework Agreement.

### 5.2 The Customer's Limit on Liability

*[The number to be inserted at (a) should be a number which reflects the percentage value of Goods to be performed as set out in (b)]*

Subject to provisions of Clauses 34.1 and 34.5 of the Call-Off Terms, the total aggregate liability of the Customer under and in connection with this Call-Off Agreement) whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or



howsoever arising) shall be limited to the greater of:

(a) £10,000,000.00

(b) 100% of the total Charges due and payable by the Customer in respect of the provision by the Supplier of the Services under this Call-Off Agreement. (For the avoidance of doubt, this does not affect the Customer's obligation to pay properly invoiced sums in accordance with this Call-Off Agreement).

For the avoidance of doubt, the Parties acknowledge and agree that where the Customer and the Authority are the same entity, this Clause shall not limit the Authority's liability under the Framework Agreement, which liability shall be governed by the terms of the Framework Agreement.

## 6. INSURANCE

### 6.1 Minimum Insurance Period and Insurance Requirements

The Supplier shall maintain the following insurances throughout the duration of this Call-Off Agreement and for a period of six (6) years following the expiration or earlier termination of this Call-Off Agreement:

- **professional indemnity insurance** with a minimum limit of indemnity of £5,000,000 for each individual claim;
- **employers' liability insurance** with a minimum limit of £5,000,000.

## 7. PERFORMANCE OF THE SERVICES, TRANSITION ACTIVITIES AND DELIVERABLES

*[Insert any provisions or requirements specific to the provisions of the Services such as timescales, milestones, requirement for deliverables etc.]*

## 8. SPECIAL TERMS

*[Insert any amendments to the Call-Off Terms or additional provisions but only to the extent permitted under the procurement regulations.]*

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter into a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

For and on behalf of the Supplier: Bloomsbury Publishing Plc

Name and Title	
Position	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Position	
Signature	
Date	

## **Part 2**

### **Call-Off Terms**

**The attached Bloomsbury ONLINE Call off terms and Conditions contained within FWA ref con\_17190 shall be deemed to be incorporated in to this FRAMEWORK SCHEDULE 5: ORDER AND CALL-OFF TERMS.**