



**Crown  
Commercial  
Service**

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**Call Off Order Form and Call Off Terms for the  
Management Consultancy Framework Agreement  
RM3745**

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**Review and design of delivery model for Magistrates  
Training**

**con\_18984**

**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 **RM3745** dated *4<sup>th</sup> September 2017/21<sup>st</sup> November 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.


|                     |   |
|---------------------|---|
| <b>Order Number</b> | <b>Con_18984</b>  |
| <b>From</b>         | <b>Judicial Office</b><br>Royal Courts of Justice, Strand, London, WC2A 2LL<br><b>("CUSTOMER")</b>    |
| <b>To</b>           | <b>PA Consulting Services Limited</b><br>10 Bressenden Place, London, SW1E 5DN<br><b>("SUPPLIER")</b> |

### SECTION B

#### CALL OFF CONTRACT PERIOD

|             |   |
|-------------|---|
| <b>1.1.</b> | <b>Commencement Date: 6 April 2021</b>  |
|             | <b>Expiry Date:</b><br><br>End date of Initial Period <b>End June 2021</b><br><br>End date of Extension Period <b>N/A</b><br><br>Minimum written notice to Supplier in respect of extension: <b>N/A</b> |

#### SERVICES

|            |   |
|------------|---|
| <b>2.1</b> | <b>Services required:</b><br><br><br>2020-12-03 Doc 3<br>Statement of requiren |
|------------|---|

## PROJECT PLAN

|      |  |
|------|--|
| 3.1. | <b>Project Plan:</b><br><br>Not required |
|------|--|

## CONTRACT PERFORMANCE

|      |  |
|------|--|
| 4.1. |  |
| 4.2  | <b>Service Levels/Service Credits:</b><br><br>Not applied  |
| 4.3  | <b>Critical Service Level Failure:</b><br><br>Not applied  |
| 4.4  | <b>Performance Monitoring:</b><br><br>Payment can only be made following satisfactory delivery of pre-agreed certified deliverables as per the work outlined in the Statement of Requirements. Any future work with clear deliverables must be agreed in advance with the Authority, including all charges for those additional work related to this contract. |
| 4.5  | <b>Period for providing Rectification Plan:</b><br><br>In Clause 39.2.1(a) of the Call Off Terms   |

## PERSONNEL

|     |  |
|-----|--|
| 5.1 | <b>Key Personnel:</b><br><b>[REDACTED]</b><br><br><b>Ministry of Justice:</b><br><b>[REDACTED]</b> |
| 5.2 | <b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):<br><br>None judiciary             |

## PAYMENT

|            |   |
|------------|---|
| <b>6.1</b> | <b>Call Off Contract Charges:</b><br>As per quoted by the supplier in their bid response, embedded here –<br><b>[REDACTED]</b>  |
| <b>6.2</b> | <b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):<br>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)<br>As per the process outlined in 6.4 with all invoices being approved by Amelia Wright in advance of submission to SSCL.<br>Two invoices will be submitted of two equal amounts. One following submission of the initial design and the second at the end of the project. |
| <b>6.3</b> | <b>Reimbursable Expenses:</b><br>Not permitted  |
| <b>6.4</b> | <b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):<br>All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference, to: HMPPS, SSCL, PO Box 769, Newport, NP20 9BB. You must be in receipt of a valid PO Number before submitting an invoice.  |
| <b>6.5</b> | <b>Call Off Contract Charges fixed for the term of this agreement.</b>  |
| <b>6.6</b> | <b>Supplier periodic assessment of Call Off Contract Charges</b><br>Not applied   |
| <b>6.7</b> | <b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):<br>Not Permitted  |

## LIABILITY AND INSURANCE

|            |  |
|------------|--|
| <b>7.1</b> | <b>Estimated Year 1 Call Off Contract Charges:</b><br>£80,100 (excluding VAT)  |
| <b>7.2</b> | <b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);<br>In Clause 37.2.1 of the Call Off Terms |
| <b>7.3</b> | <b>Insurance</b> (Clause 38.3 of the Call Off Terms):<br>None  |

## TERMINATION AND EXIT

|            |   |
|------------|---|
| <b>8.1</b> | <b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms):<br>In Clause 42.2.1(c) of the Call Off Terms   |
| <b>8.2</b> | <b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms):<br>In Clause 42.7.1 of the Call Off Terms |
| <b>8.3</b> | <b>Undisputed Sums Limit:</b><br>In Clause 43.1.1 of the Call Off Terms   |
| <b>8.4</b> | <b>Exit Management:</b><br>Not applied  |

## SUPPLIER INFORMATION

|            |   |
|------------|---|
| <b>9.1</b> | <b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b><br><b>Not applicable</b>  |
| <b>9.2</b> | <b>Commercially Sensitive Information:</b><br>The Supplier is aware of the Customer's responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. |

## OTHER CALL OFF REQUIREMENTS

|             |   |
|-------------|---|
| <b>10.1</b> | <b>Recitals</b> (in preamble to the Call Off Terms):<br>Recital A           |
| <b>10.2</b> | <b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b><br>Not required |
| <b>10.3</b> | <b>Security:</b><br>Select short form security requirements                 |
| <b>10.4</b> | <b>ICT Policy:</b><br>Not applied   |
| <b>10.5</b> | <b>Testing:</b><br>Not applied  |
| <b>10.6</b> | <b>Business Continuity &amp; Disaster Recovery:</b>                         |

|              |   |
|--------------|---|
|              | Not applied   |
| <b>10.7</b>  | NOT USED  |
| <b>10.8</b>  | <b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):<br><br>Data protection requirements set out in Clauses 35.1 (Security Requirements), 35.2 (Protection of Customer Data) and 35.5 (Protection of Personal Data)              |
| <b>10.9</b>  | <b>Notices</b> (Clause 56.6 of the Call Off Terms):<br><br>Customer's postal address and email address:<br><b>[REDACTED]</b><br><br>Supplier's postal address and email address:<br><b>[REDACTED]</b>   |
| <b>10.10</b> | <b>Transparency Reports</b><br><br>In Call Off Schedule 13 (Transparency Reports)   |
| <b>10.11</b> | <b>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):</b><br><br>No Alternative or Additional Provisions Required |
| <b>10.12</b> | <b>Call Off Tender:</b><br><br>In Call Off Schedule 16  |
| <b>10.13</b> | <b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b><br><br>In Clause 36 (Publicity and Branding).   |
| <b>10.14</b> | <b>Staff Transfer</b><br><br>Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).   |
| <b>10.15</b> | <b>Processing Data</b><br><br>Call Off Schedule 17  |

## 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:**

|                   |            |
|-------------------|------------|
| <b>Name:</b>      | [REDACTED] |
| <b>Title:</b>     | [REDACTED] |
| <b>Signature:</b> | [REDACTED] |
| <b>Date:</b>      | [REDACTED] |

**For and on behalf of the Customer:**

|                   |            |
|-------------------|------------|
| <b>Name:</b>      | [REDACTED] |
| <b>Title:</b>     | [REDACTED] |
| <b>Signature:</b> | [REDACTED] |
| <b>Date:</b>      | [REDACTED] |