

**Crown Commercial Service**

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**Call Off Order Form**

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**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 Executive Recruitment Services for the Chair of Reclaim Fund Ltd (RFL) dated Monday 3<sup>rd</sup> March 2022.

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	<b>CCZT22A01</b>
From	<b>HMT</b> <b>("CUSTOMER")</b>
To	<b>Green Park Interim &amp; Executive Search Limited</b> <b>("SUPPLIER")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date:</b> 7 <sup>th</sup> March 2022
<b>1.2.</b>	<b>Expiry Date:</b> 6 <sup>th</sup> March 2023

#### 2. SERVICES

<b>2.1</b>	<b>Services required:</b> In Call Off Schedule 2 ( Services)
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#### 3. IMPLEMENTATION PLAN

<b>3.1.</b>	<b>Implementation Plan:</b> [Not applied]
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards: As per Schedule 1 “standards”</b>
<b>4.2</b>	<b>Service Levels:</b> In Annex 1 of Part A of Call Off Schedule 6 (Service Levels and Performance Monitoring)  <b>Customer periodic reviews of Service Levels</b> (Clause 13.7.1 of the Call Off Terms): [Not applied]
<b>4.3</b>	<b>Critical Service Level Failure:</b> [Not applied]
<b>4.4</b>	<b>Performance Monitoring:</b> [In Part B of Call Off Schedule 6 (Service Levels and Performance Monitoring)]
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> [In Clause 38.2.1(a) of the Call Off Terms]

## **5. PERSONNEL**

<b>5.1</b>	<b>Key Personnel:</b> <b>Andrea Trainer – Partner and Lead Consultant</b>
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 27.2 of the Call Off Terms): [Not applied]

## **6. PAYMENT**

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.3</b>	<b>Reimbursable Expenses:</b>  [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)):
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  One (1) Call Off Contract Years from the Call Off Commencement Date
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:  March of each Call Off Contract Year during the Call off Contract Period
<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)):  [Not Permitted]

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £25,000 Ex VAT
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<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 36.2.1 of the Call Off Terms);  [In Clause 36.2.1 of the Call Off Terms]
<b>7.3</b>	<b>Insurance</b> (Clause 37.3 of the Call Off Terms)

## **8. TERMINATION AND EXIT**

<b>8.1</b>	<b>Termination on material Default</b> (Clause 41.2.1(c) of the Call Off Terms)):  [In Clause 42.2.1(c) of the Call Off Terms]
<b>8.2</b>	<b>Termination without cause notice period</b>  [In Clause 41.7.1 of the Call Off Terms]
<b>8.3</b>	<b>Undisputed Sums Limit:</b>  [In Clause 42.1.1 of the Call Off Terms]
<b>8.4</b>	<b>Exit Management:</b> [Not applied]

## **9. SUPPLIER INFORMATION**

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>
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<b>9.2</b>	<b>Commercially Sensitive Information:</b>

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):  [Recitals B to E]
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> [Not required]
<b>10.3</b>	<b>Security:</b> Short form (paragraphs 1 to 5 of Schedule 7 (Security))
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied

<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> [Not applied]
<b>10.7</b>	<b>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</b> [Not applied]
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 34.2.3 of the Call Off Terms):  The Supplier will have due regard to handling sensitive information as part of the applications process. While the advertisements should be publicised, applicants and their applications should remain confidential
<b>10.9</b>	<b>Notices</b> (Clause 55.6 of the Call Off Terms):  Customer's postal address and email address: <b>REDACTED</b>  Supplier's postal address and email address:  <b>REDACTED</b>
<b>10.10</b>	<b>Transparency Reports</b>  In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or additional provisions (including any Alternative and/or Additional</b>

	<b>Clauses under Call Off Schedule 14):</b> [Not applied]
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 15 (Call Off Tender)

## **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	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	7 <sup>th</sup> March 2022

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

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	11th March 2022