



Crown
Commercial
Service

G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

G-Cloud 13 Call-Off Contract

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Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

Platform service ID number	Live Audio Video Web Streaming Recording Support for Courts, Public Inquiries and Virtual Hearings Service Offering ID: [REDACTED]
Call-Off Contract reference	con_22766
Call-Off Contract title	Live Audio Video Web Streaming Recording Support service for HMCTS covering Court Rooms in the Royal Courts of Justice (RCJ) and Rolls Building in London
Call-Off Contract description	The provision of live audio video web streaming support for HMCTS covering Court Rooms in the Royal Courts of Justice (RCJ) and Rolls Building in London.
Start date	18 th September 2023
Expiry date	17 th September 2025
Call-Off Contract value	Up to a maximum of £150,000.00 which includes the optional 12-month extension Term
Charging method	Payment shall be by BACS, 30-days from receipt of invoice
Purchase order number	TBC

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	The Lord Chancellor acting as part of the Crown "Customer" Buyer's main address: 102 Petty France, London, SW1H 9AJ
To the Supplier	Radio Technical Services Limited trading as RTS Communications 40 – 42 Jaggard Way Balham London SW12 8SG Company number: 3184447
Together the 'Parties'	

Principal contact details

For the Buyer:

[REDACTED]

For the Supplier:

[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 18 th September 2023 and is valid for 24 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier one month's written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot	[REDACTED]
G-Cloud Services required	[REDACTED]
Additional Services	[REDACTED]
Location	[REDACTED]
Quality Standards	[REDACTED]
Technical Standards:	[REDACTED]
Service level agreement:	[REDACTED]
Onboarding	[REDACTED]

Offboarding	[REDACTED]
Collaboration agreement	[REDACTED]

Limit on Parties' liability	[REDACTED]
Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)] • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	[REDACTED]
Buyer's equipment	[REDACTED]

Supplier's information

Subcontractors or partners	[REDACTED]
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	[REDACTED]
Payment profile	[REDACTED]
Invoice details	[REDACTED]
Who and where to send invoices to	Invoices will be sent to: APinvoices-CTS-U@gov.sscl.com – [REDACTED]
Invoice information required	[REDACTED]

Invoice frequency	[REDACTED]
Call-Off Contract value	Up to a maximum of £150,000.00 which includes the optional 12-month extension Term excluding VAT.
Call-Off Contract charges [REDACTED]	

Additional Buyer terms

Performance of the Service	[REDACTED]
Guarantee	[REDACTED]
Warranties, representations	[REDACTED]
Supplemental requirements in addition to the Call-Off terms	[REDACTED]
Alternative clauses	[REDACTED]

Buyer specific amendments to/refinements of the Call-Off Contract terms	[REDACTED]
Personal Data and Data Subjects	[REDACTED]

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement G -Cloud 13.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	[REDACTED]	[REDACTED]
Title	[REDACTED]	[REDACTED]
Signature	[REDACTED]	[REDACTED]
Date	[REDACTED]	[REDACTED]

Customer Benefits

[REDACTED]

Part B: Terms and conditions

[REDACTED]

Schedule 1: Services

[REDACTED]

Schedule 2: Call-Off Contract charges

[REDACTED]

Schedule 3: Collaboration agreement

[REDACTED]

Schedule 4: Alternative clauses

[REDACTED]

Schedule 5: Guarantee

[REDACTED]

Schedule 7: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

Annex 1: Processing Personal Data

[REDACTED]

Annex 2: Joint Controller Agreement

[REDACTED]

