



Crown
Commercial
Service

RM6168: Estate Management Services Order Form Template

Guidance:

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract from as outlined in section 4.3 of Framework Schedule 1 and Annex A of Framework Schedule 1 only.

You can complete and execute a Call-Off Contract by using an equivalent document or electronic purchase order system. If an electronic purchasing system is used, the text below must be copied into the electronic order form.

You must complete Part 1 of the Order Form Template to provide the information needed to populate a Call-Off Contract. Part 2 of the Order Form Template incorporates documents into the Call-Off Contract to create a complete set of terms. Part 2 also makes choices for some elections which are required to create a complete set of terms in a way that CCS expects to be most appropriate for Call-Off Contracts created using this Order Form.

If you want to add or amend any aspect of any of the terms or elections incorporated into the Call-Off Contract by Part 2 of this Order Form, you must use the box below marked "Call-Off Special Terms". Call-Off Special Terms rank ahead of the incorporated terms and elections.

You must complete Annex 1 - Processing Personal Data as part of completing the Order Form.

Order Form Template

This Order Form is for direct awards for the provision of the Deliverables which form part Framework Contract RM6168: Estate Management Services as outlined in section 4.3 of Framework Schedule 1 and Annex A of Framework Schedule 1 only.

Part 1: Buyer and Supplier to complete

Buyer Name	
	Lane New Haw Surrey KT15 3NB
Invoice Address (if different)	
Buyer's Authorised Representative	
Buyer's Data Protection Officer	N/A

Buyer's Environmental Policy	N/A
Buyer's Security Policy	N/A
Security Representative of the Buyer	N/A

Buyer Guidance: When CCS issued the final Framework Contract after award, it populated the Supplier details below using information submitted by the winning bidder during the procurement. The Buyer and Supplier should check that all of the details remain current at the time of entering into the Call-Off Contract.

Supplier Name	Montagu Evans LLP
Supplier Contact	[REDACTED]
	England
Registration Number:	OC312072
DUNS Number	345810050
SID4GOV ID	
Payment Method	30 days
Supplier's Authorised Representative	[REDACTED]
Supplier's Contract Manager	[REDACTED]
Supplier's Data Protection Officer	N/A
Security Representative of the Supplier	N/A
Commercially Sensitive Information	N/A

Framework Ref	RM6168
Call-Off Lot	Lot 4
Estate Management Services	Surveying and Strategic Advice
Call-Off (Order) Ref	EMS-29298-2023
Call-Off (Order) Date	02/10/2023
Call-Off Charges	Buyer Guidance

Call-Off Start Date	02/10/2023
Call-Off Expiry Date	The day falling 24 months after the Call-Off Start Date, capped at £200,000
Extension Period	N/A
Maximum Liability	<p>The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.</p> <p>Buyer Guidance: you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted – LOOK AT FRAMEWORK</p> <p>The Estimated Year 1 Charges used to calculate liability in the first Contract Year is Buyer Guidance: Insert Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here</p>
Progress Report Frequency	Monthly
Progress Meeting Frequency	Monthly

CALL-OFF INCORPORATED TERMS

The documents listed in Part 2 of the Order Form under the heading “Call-Off Incorporated Terms” are incorporated into this Call-Off Contract and the order of precedence listed. Where numbers are missing those schedules are not incorporated into the Call-Off Contract.

No other Supplier terms are part of the Call-Off Contract. This includes any terms that have either been written on the back of, or added to, this Order Form, or presented to the Buyer at the time of Delivery.

DELIVERABLES

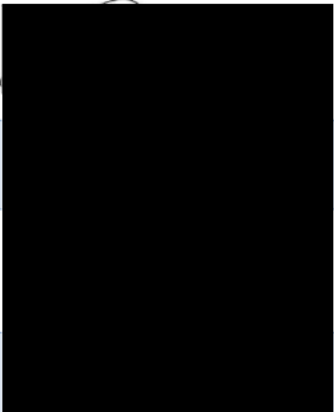

The requirement
To provide advice and guidance to the Town Planning Coordination Working Group.

PERFORMANCE OF THE DELIVERABLES

Key Staff
Jon Bradburn
Key Subcontractors
N/A

CALL-OFF SPECIAL TERMS

Call-Off Special Term 1
Call-Off Special Term 2
Call-Off Special Term 3

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

Part 2 – Other Applicable Terms

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6168**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

Joint Schedules for RM6168

- Joint Schedules for **RM6168**
- Joint Schedule 4 (Commercially Sensitive Information)

Call-Off Schedules for RM6168

- Order Form- Template-Short-Form
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.10)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6168**

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

REIMBURSABLE EXPENSES

None

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

Framework Ref: RM6168 Estate Management Services

Note: The Buyer will update this Order Form to reflect whether or not a guarantee is required once the identity of the Supplier is known. That will depend on whether the availability of guarantees for Call-Off Contracts is a condition of the Supplier being awarded a Framework Contract.

1. Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.2 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert] the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]

	<ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the processor, • Business contact details of any directors, officers, employees, agents, consultants and contractors of CCS (excluding the Supplier Personnel) engaged in the performance of the CCS' duties under the Contract for which CCS is the Controller <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together • Business contact details of Supplier Personnel for which the Supplier is the processor, • Business contact details of any directors, officers, employees, agents, consultants and contractors of CCS (excluding the Supplier Personnel) engaged in the performance of the CCS' duties under the Contract for which CCS is the Controller <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, • Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has
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	<p><i>professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority</i></p> <p>Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified</p>
Duration of the Processing	<p>Clearly set out the duration of the Processing including dates</p> <p>The Framework Contract Period and thereafter, until expiry or termination of the last Call-Off Contract under the Framework, including the period until all transactions relating to Call-Off Contracts have permanently ceased</p>
Nature and purposes of the Processing	<p>Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p> <p>To facilitate the procurement of Goods and Services from the Framework Contract by public sector organisations and enable CCS to provide ongoing support and a point of escalation for Buyers in the day to day management of their individual Call-Off Contracts.</p> <p>Day to day management and performance of obligations under the Framework Contract, including exit management and other associated activities.</p>

<p>Type of Personal Data</p>	<p><i>Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc</i></p> <p>Personal details of each Party's Personnel engaged in the performance of obligations and day to day management of the Framework Contract:</p> <ul style="list-style-type: none"> • Full name • Job title • Organisation name • Business/workplace address • Business/workplace email address • Business/workplace telephone/mobile number(s) • Supplier Personnel date of birth (when required for security purposes when Supplier Personnel visit CCS premises) • Supplier Dun & Bradstreet Data Universal Numbering System (DUNS number) • Registered company details including registered company name, address and company registration number (CRN) • Bank account details for activities related to the Management Charge • Management Information
<p>Categories of Data Subject</p>	<p><i>Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc</i></p> <p>Personnel data of the Parties involved in the performance of obligations and day to day management of the Contract.</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>Describe how long the data will be retained for, how it be returned or destroyed</i></p> <p>Data will be retained for seven (7) years after the duration of the processing outlined above and in accordance with the CCS Privacy Notice.</p> <p>In accordance with the Core Terms, all CCS data and any copies held by the Supplier must be securely erased once the Processing is complete, unless the Supplier is required by law to retain it.</p> <p>In accordance with the Core Terms, all Storage Media that has held CCS data must be securely destroyed at the end of life of the</p>

	media. All destruction of media must be in line with good industry practice.
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