

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

UK SHARED BUSINESS SERVICES LIMITED
(Registered No. 06330639)

DELL CORPORATION LIMITED
1st & 2nd Floor,
One Creechurch Place,
London,
England, EC3A 5AF
(Registered No. 02081369)

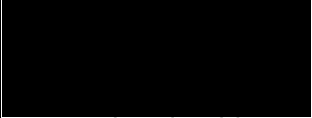

31st January 2024

Dear Sirs

Call-Off Contract No. DDaT23601 for the supply  servers

- 1
- Further to the Framework Agreement dated 1st February 2023, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2
- The particulars of this Call-Off Contract are set out below:

Item	Description
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is DDaT23601.
Parties	<div>Between:</div> <div><div>(1) UK SHARED BUSINESS SERVICES LIMITED (company number 06330639) whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FF (Customer)</div><div>and</div><div>(2) DELL CORPORATION LIMITED (company number 02081369) whose registered office is at 1st & 2nd Floor, One Creechurch Place, London, England, EC3A 5AF (Supplier)</div></div>

Call-Off KPIs (Cl.1.1)	Performance Target	Key Indicator	Performance Measure
	Guarantee to deliver all hardware and services specified on 	Delivery of Goods	99% of hardware and services specified on Dell quote 
	covered under this Contract within the lead-times specified to member locations throughout the UK.		delivered on time in full.
	Stock availability of replacement hardware parts (same model or identical technical performance and specification) throughout the Term (of this Contract).	Product Availability	99% of replacement hardware parts available for next business day despatch by courier or supplier's support engineer onsite visit
	Respond to all operational enquiries within four working hours.	Provision of Response	95% of all queries responded to within four working hours
	Reliability of all server systems and hardware components utilised under this Contract.	Availability and Down Time	Systems and components are reliable 99% of the time during the Term (of this Contract), excluding time periods between fault being initially observed and query being raised with supplier's (Dell) support.
Charges (Cl.1.1)	The value of this contract shall not exceed £281,424.00 (two hundred and eighty one thousand, four hundred and twenty four pounds) excluding VAT.		
Access Date (Cl.1.1)	The Software and support services shall be accessible from the date of the delivery of the goods.		
Adjustments to the Charges (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract.		

Contract End Date (Cl.1.1)	60 months after final delivery of the relevant Goods and Software (in full) (including any replacement Goods and/or Software required under Clause 6.3)
Customer Liability Cap (Cl. 1.1)	100% of the Order value, unless mutually agreed otherwise by the Customer and the Supplier Means the amount of £281,424.00 (two hundred and eighty one thousand, four hundred and twenty four pounds) excluding VAT.
Delivery Date(s) (Cl.1.1)	The Supplier shall deliver the Goods by the following date(s): <ul style="list-style-type: none">• 21st February 2024
Defects Rectification Period (Cl.1.1)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 12 (twelve) months after the Contract End Date, or in respect of any Goods that are repaired or replaced under Clause 6.5 of the Call-Off Terms and Conditions, the period ending 12 (twelve) months after replacement of such Goods.
Goods (Cl.1.1)	The Goods to be supplied under this Call-Off Contract are as detailed below in the Annex A: Brief
Installation Date (Cl.1.1)	The Software shall be installed upon successful delivery of goods.
Premises (Cl.1.1)	The Goods are to be delivered to and/or the Services are to be supplied to ██████████ UK SBS Polaris House, North Star Avenue, Swindon. SN2 1FF
Services (Cl.1.1)	The Services to be supplied for each of the ██████████ servers purchased under this Call-Off Contract are as follows: <div style="background-color: black; height: 150px; width: 100%; margin-top: 10px;"></div>
Software (Cl.1.1)	The Software to be supplied for each of the ██████████ servers purchased under this Call-Off Contract is as follows:

		with operating system to be installed by UKSBS technical staff and hardware compatibility queries raised with supplier's (Dell) technical support.
Software Specification (Cl.1.1)	The Software shall meet the following technical/functional specification:	
		supplier's (Dell) support within four working hour period specified for Dell ProSupport.
Software Warranty Period (Cl.1.1)	The Software Warranty Period shall be:	
		with operating system hardware compatibility queries to be responded by supplier's (Dell) support within four working hour period specified for Dell ProSupport.
Services Commencement Date (Cl.1.1)	Supply of the Services (where applicable) is to commence on the date of the shipment of the goods.	
Services End Date (Cl.1.1)	Supply of the Services (where applicable) is to end 60 months after the shipment date of the goods.	
Supplier Liability Cap (Cl. 1.1)	As stated in the Agreement unless mutually agreed otherwise by the Customer and the Supplier	

	Means the amount of £281,424.00 (two hundred and eighty one thousand, four hundred and twenty four pounds) excluding VAT.
Instalments (Cl.8.4)	The payment profile for this Call-Off Contract is payment upon satisfactory delivery and receipt of goods. All invoices must include a valid purchase order number and the DDaT reference DDaT23601. All invoices shall be sent to Finance@uksbs.co.uk for processing.
Notices (Clause 18.1 & 20.1)	<p>Any written notice provided under Clauses 18.1 and 20.1 shall be sent:</p> <p>In the case of the Customer:</p> <p>To:</p> <p>UKSBS Limited, Polaris House, North Star Avenue, Swindon, England, SN2 1FF Marked for the attention of: [REDACTED]</p> <p>In the case of the Supplier: [REDACTED]</p> <p>To:</p> <p>Dell Corporation Limited 1st & 2nd Floor One Creechurch Place London EC3A 5AF Marked for the attention of [REDACTED]</p>
Data Protection Particulars (Schedule 4)	Not applicable.

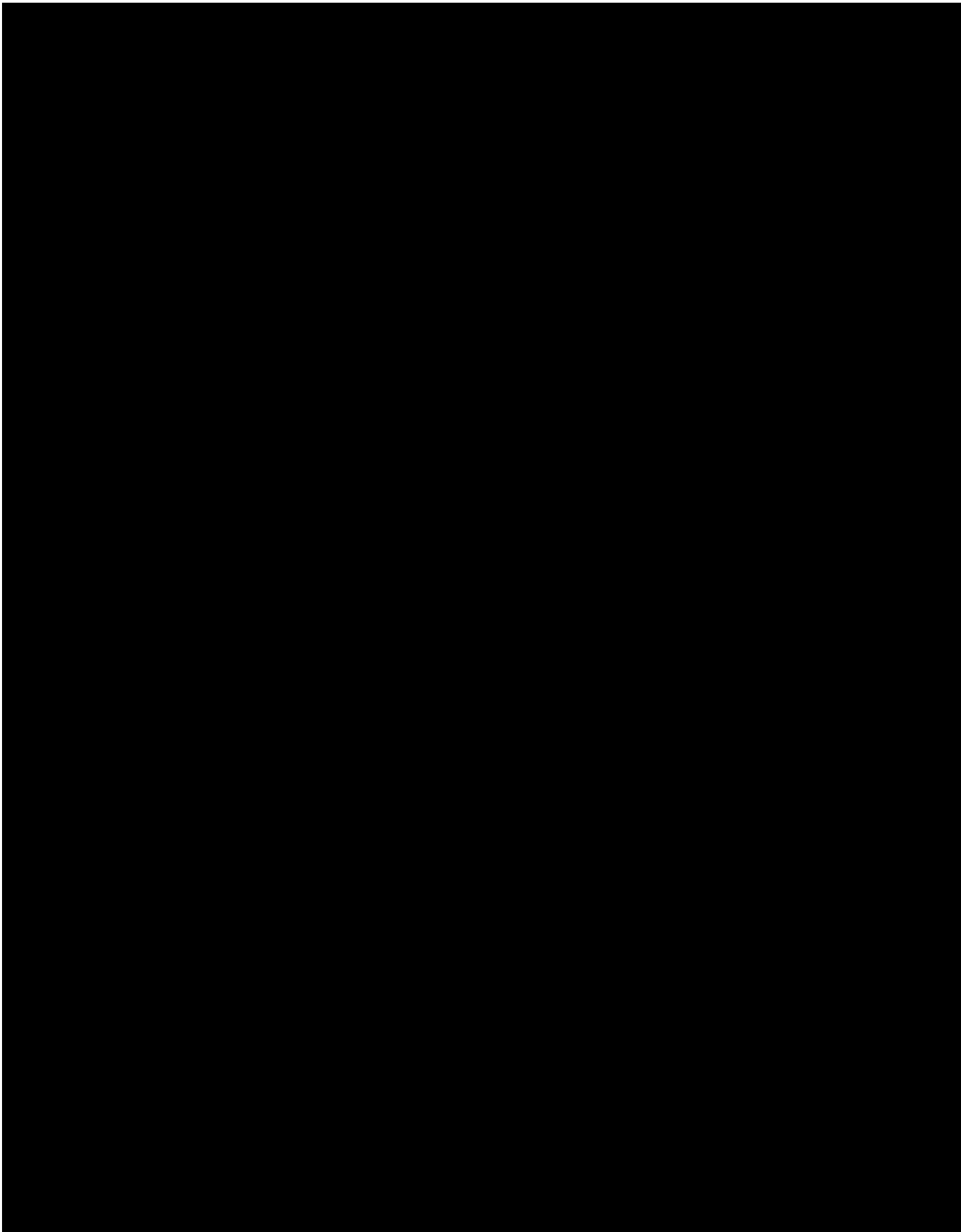
- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

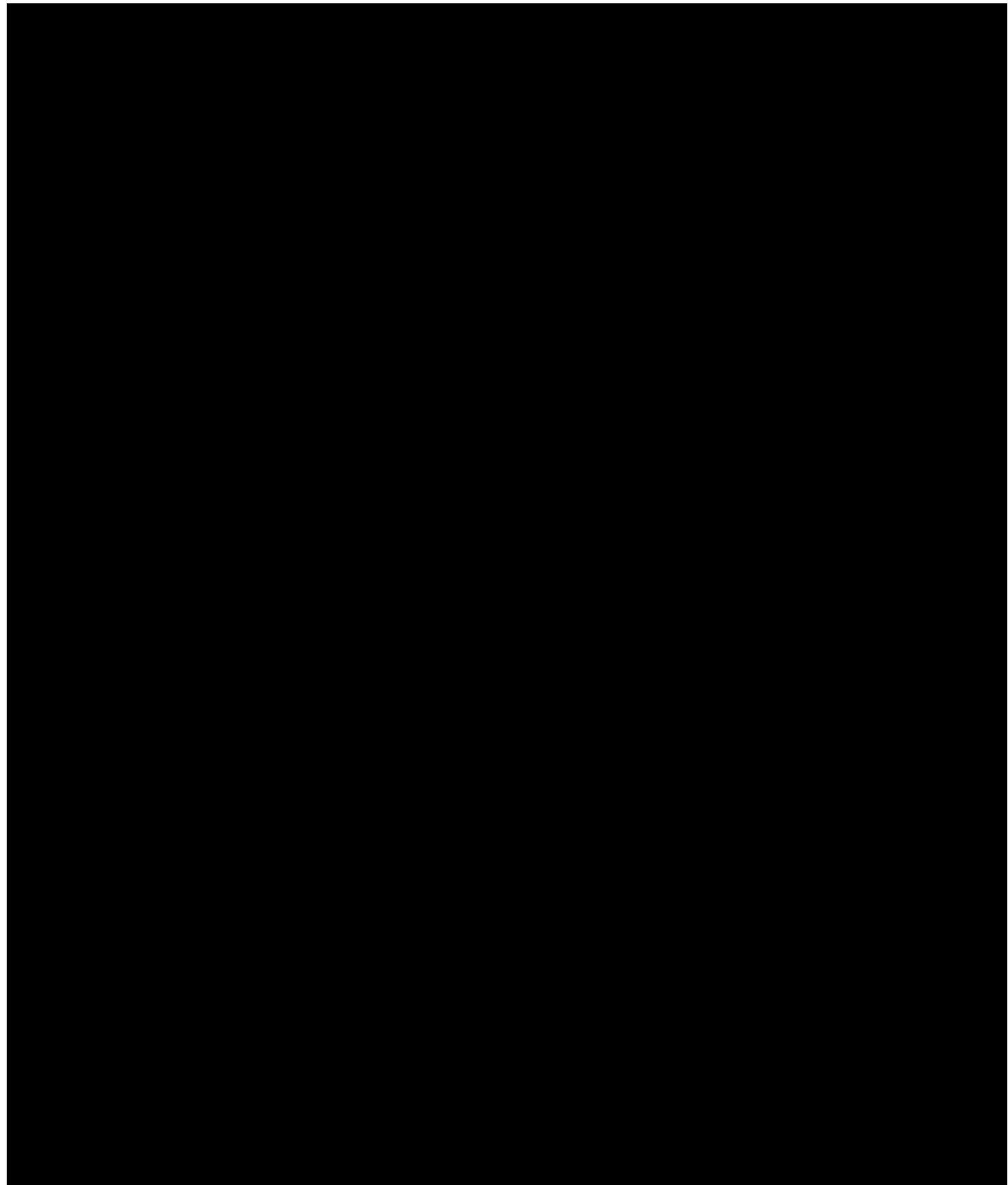
Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

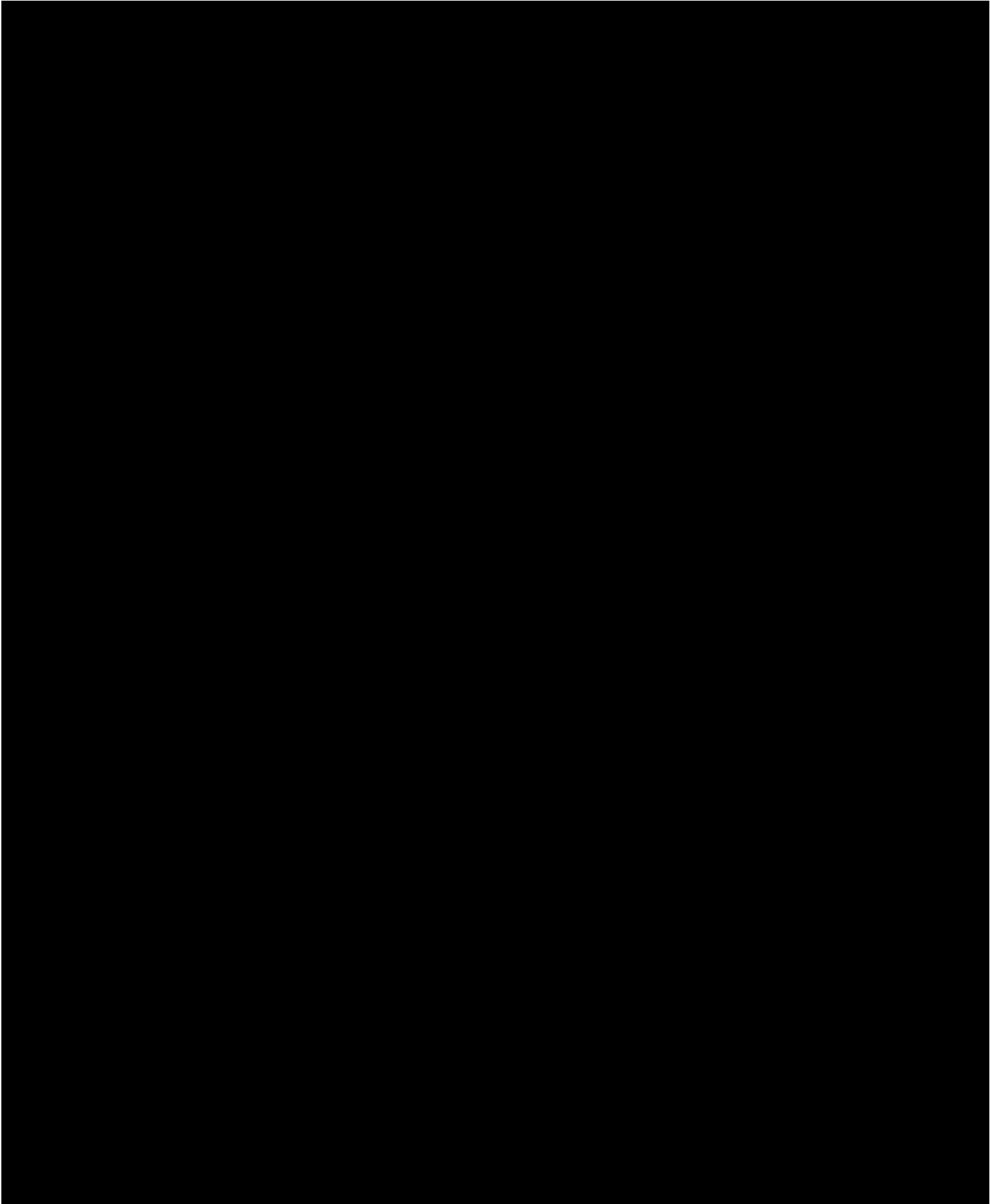
Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

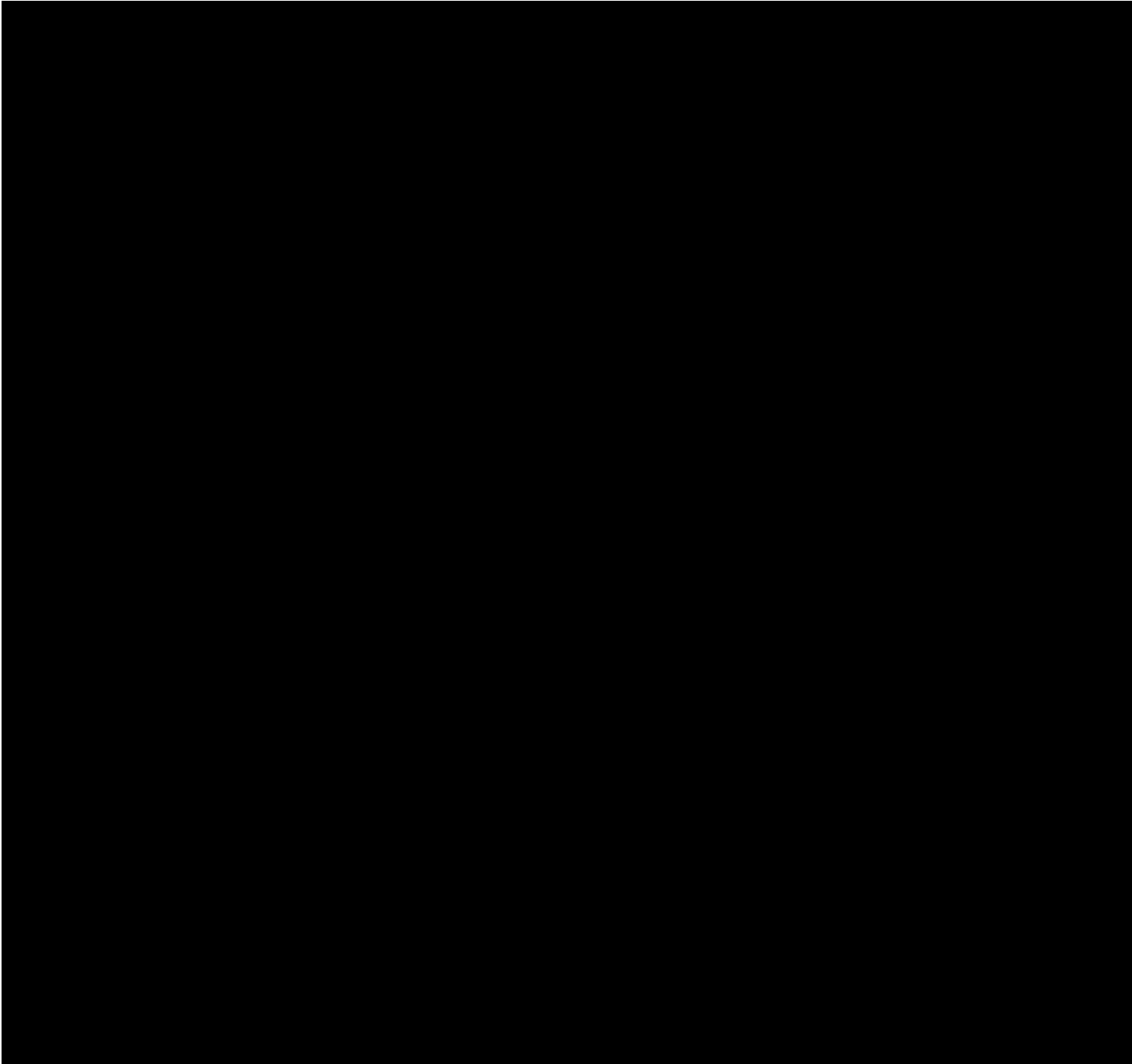
Yours faithfully	Accepted and acknowledged by:
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for and on behalf of the UK Shared Business Services Limited	for and on behalf of Dell Corporation Limited
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Date: 01/02/24	Date: 31 st Jan 2024

Annex A: Brief









Part 2 – Call-Off Terms and Conditions

