

## **Call-Off Schedule 22 (Lease Terms)**

### **1. Introduction**

1.1 The Buyer has decided to lease Equipment under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirement using Framework Schedule 6 (Order Form Template and Call-Off Schedules) including specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 22 (Lease Terms), the Core Terms and each Equipment Order Form.

### **2. Definitions**

2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Actual Delivery Date"</b>	the date on which a piece of Equipment is actually delivered to the Buyer;
<b>"Additional Charges"</b>	the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or an Equipment Order;
<b>"Delivery Place"</b>	the place for delivery specified in the Equipment Order;
<b>"Deposit"</b>	the deposit amount set out in the Equipment Order;
<b>"Due Delivery Date"</b>	the date specified as the due date for delivery of a piece of Equipment in the Equipment Order;
<b>"Equipment"</b>	those devices, machines, related accessories and/or software set out in Framework Schedule 1 - Specification and ordered by the Buyer as may be supplemented in the Call-Off Contract or in an Equipment Order;
<b>"Equipment Order"</b>	the order specifying the piece of Equipment or the pieces of Equipment that the Buyer will hire from the Supplier under the Call-Off Contract as set out in the Equipment Order Form or in an equivalent form as agreed by the Parties from time to time;

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

### **"Equipment Order Form"**

The form set out in the annex to this Call-Off Schedule 22 setting out details of the Equipment Order;

### **"Equipment Specific Maintenance"**

(a) routine preventative maintenance visits excluding costs for top ups of consumables;

(b) repairs outside of normal routine maintenance but excluding costs occasioned by wilful damage, neglect, accident damage or top ups of consumables; and

(c) replacements of any components and/or parts which wear out due to fair wear and tear during the Lease Period, except where such replacement is occasioned by the lack of care or abuse of the piece of Equipment by the Buyer;

### **"Excess"**

has the same meaning given to it in Clause 8.9.1;

### **"Lease Payments"**

the Deposit, Rentals and Additional Charges (exclusive of any applicable VAT) payable to the Owner by the Buyer under the Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract which price must not be greater than the prices provided for in the Framework Contract from time to time;

### **"Lease Period"**

in relation to a piece of Equipment, the period commencing on the Actual Delivery Date for that piece of Equipment and ending on the Return Date for that piece of Equipment unless extended or terminated early in accordance with this Call-Off Contract;

### **"Lease Terms"**

the terms and conditions of supply and lease set out in this Call-Off Schedule 22;

### **"Net Book Value"**

the value of a piece of Equipment from time to time being its purchase price less an amount equal to the depreciation of the piece of Equipment, calculated on a

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

	straight-line basis, at the time a valuation is made;
<b>"Over-Delivered Goods"</b>	Equipment delivered in excess of the quantity specified in the Equipment Order (or elsewhere in this Call-Off Contract);
<b>"Owner"</b>	the person who has title to the Equipment and who is listed as the Owner in the Equipment Order;
<b>"Rental"</b>	the amount specified in the Equipment Order;
<b>"Return Date"</b>	the date so specified in the Equipment Order;
<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned by the Buyer) in the performance of its obligations under this Schedule;
<b>"Total Loss"</b>	any event which, in the opinion of the insurers of the piece of Equipment, renders the piece of Equipment incapable of economic repair if it is lost, stolen or destroyed.

### **3. Exclusion of certain Core Terms**

3.1 When the Parties have entered into a Call-Off Contract which incorporates the Lease Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

3.1.1 Clause 3.1.2 does not apply to the Call-Off Contract;

3.1.2 Clause 3.2 does not apply to the Call-Off Contract;

3.1.3 Clause 8.7 does not apply to the Call-Off Contract;

3.1.4 Clause 10.2 does not apply to the Buyer extending the Lease Period of any Equipment;

Framework Ref: RM6017

Project Version: v1.0

Model Version: v1.0

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

3.1.5 Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and

3.1.6 Clause 11.3 does not apply where the Buyer must pay any amount under paragraph 11.

## **4 Equipment Orders**

4.1 Each Equipment Order is subject to and incorporates the Lease Terms so that no other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.

4.2 The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

4.3 The Supplier must send formal acceptance of the Equipment Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within forty-eight (48) hours of receipt of the Equipment Order and the confirmation will confirm the Order details including:

4.4.1 a description of each piece of Equipment ordered;

4.4.2 details of any pre-configuration of the Equipment to be carried out;

4.4.3 the anticipated delivery details; and

4.4.4 the name and address of the Supplier.

4.5 For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract.

## **5 Hiring Equipment**

### **Lease**

5.1 In consideration of the payment of the Lease Payments, the Supplier will hire the Equipment to the Buyer in a timely manner and in accordance the Call-Off Contract and the requirements notified to the Supplier in the Equipment Order.

5.2 Before the Due Delivery Date of any piece of Equipment the Buyer can amend or cancel and remove that piece of Equipment from the Equipment Order by notifying the Supplier. If the Buyer does cancel all or part of an Equipment Order:

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

- 5.2.1 for standard specification pieces of Equipment, the Buyer can cancel any Equipment Order or part of any Equipment Order which has not been delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled Equipment Order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the ordered Equipment to an alternative customer;
  - 5.2.2 in all other circumstances (including where the Equipment is not standard specification or less than thirty (30) days' notice is given), the Supplier will take all reasonable steps to allocate the piece of Equipment to an alternative buyer. If the Supplier is unable to re-allocate the piece of Equipment, the Buyer must pay the Supplier any cancellation charges reasonably, properly and proven to be incurred by the Supplier provided that the Supplier can prove to the reasonable satisfaction of the Buyer that the Supplier has taken all reasonable efforts to minimise such charges; and
  - 5.2.3 where the amendment or cancellation of an Equipment Order is directly or indirectly due to the Supplier's failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.
- 5.3 The Parties agree that the Lease Period for any Equipment cannot be any longer than six (6) years, including the aggregate length of any extensions to a Lease Period and in no event shall exceed the duration of the Call-Off Contract.
- 5.4 If the Buyer wants to keep any piece of Equipment after the expiry of the current Lease Period then the Buyer must give written notice to the Supplier thirty (30) days' prior to the end of the Lease Period and the Supplier must confirm its agreement (which the Supplier cannot unreasonably refuse). The Rentals payable in relation to any extensions of a Lease Period are (unless otherwise agreed between the Parties) calculated using the same method that was used to calculate the original Rentals.

## **Delivery and Installation**

- 5.5 The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each piece of Equipment within forty-eight (48) hours of receipt and formal acceptance of the Equipment Order.
- 5.6 The Supplier will deliver the Equipment to the Delivery Place or as otherwise reasonably directed by the Buyer.

Framework Ref: RM6017

Project Version: v1.0

Model Version: v1.0

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

- 5.7 Unless otherwise specified in the Equipment Order Form or Framework Schedule 1 (Specification), the Supplier must install the Equipment at the Delivery Place, at no additional cost to the Buyer. The Buyer must make sure that a duly authorised representative of the Buyer is present at the installation of the Equipment.
- 5.8 The Supplier will at their own cost deliver the Equipment to the Buyer in a good working and clean condition on the Due Delivery Date.
- 5.9 The Supplier can only deliver Equipment before the Due Delivery Date if the Buyer agrees to early delivery before the Supplier attempts delivery.
- 5.10 Any defects to a piece of Equipment notified to the Supplier by the Buyer must be rectified within fourteen (14) days at no cost to the Buyer.
- 5.11 A piece of Equipment is only delivered once a duly authorised representative of the Buyer signs a delivery note (which quotes the Supplier's order number and full details of the piece of Equipment) to confirm delivery of the Equipment but that signature is not evidence that the Equipment complies with the requirements of the Equipment Order.
- 5.12 If, for any reason, the Buyer is unable to take delivery of a piece of Equipment on or after the Due Delivery Date the Supplier must, at its own expense, store or arrange for the storage of the Equipment for a reasonable time and must safeguard the Equipment until actual delivery.
- 5.13 The Supplier must make sure (at its own cost) that each piece of Equipment is delivered in a new and unused condition unless the Buyer requests otherwise. The Buyer can at its sole discretion reject a piece of Equipment which is not in the condition requested and/or in respect of which the delivery note does not include the required information.
- 5.14 If the Supplier does not deliver a piece of Equipment by the agreed time or specified date then the Buyer can withhold payment of the Lease Payments for that piece of Equipment until the time when the Supplier actually delivers it.
- 5.15 If the Supplier becomes aware that a piece of Equipment cannot be delivered by the agreed Due Delivery Date or if a piece of Equipment is not actually delivered by its Due Delivery Date, the Supplier shall inform the Buyer of the revised delivery date. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must provide an alternative piece of Equipment of the same specification or one with equivalent specification by the Due Delivery Date until the time as the piece of Equipment is actually delivered. If the Supplier cannot supply an alternative piece of Equipment by the Due Delivery Date, the Supplier

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of a piece of Equipment of the same specification or one with equivalent specification.

- 5.16 To facilitate delivery and, if applicable, installation, the Buyer must provide all requisite materials, facilities, access and suitable working conditions to enable delivery and, if applicable, installation to be carried out safely and efficiently.
- 5.17 Unless expressly agreed to the contrary, the Buyer does not have to accept delivery of the Equipment by instalments. If, however, the Buyer does specify or agree to delivery by instalments, delivery of any instalment later than the Due Delivery Date will, without affecting any other rights or remedies of the Buyer at all, entitle the Buyer to terminate the whole or any unfulfilled part of the relevant Equipment Order for material Default without further liability to the Buyer.
- 5.18 The Buyer is not under any obligation to accept or pay for any Over-Delivered Goods.
- 5.19 If the Buyer decides not to accept any Over-Delivered Goods it can, without affecting any other rights and remedies of the Buyer at all, give notice in writing to the Supplier to remove them within five (5) Working Days and to refund to the Buyer any expenses incurred by the Buyer as a result of the Over-Delivered Goods (including but not limited to the costs of moving and storing the Over-Delivered Goods).
- 5.20 If the Supplier does not comply with the Buyer's notice under Clause 5.19, the Buyer can dispose of the Over-Delivered Goods and charge the Supplier for the costs of disposal. The risk in any Over-Delivered Goods remain with the Supplier at all times.

## **6 Title, Possession And Risk**

- 6.1 The Equipment is the property of the Owner at all times and the Buyer will not have any right, title or interest in or to the Equipment apart from the right to possess and use the Equipment in accordance with the Call-Off Contract.
- 6.2 The Buyer accepts a piece of Equipment by signing a delivery note and the Lease Period for that piece of Equipment starts unless the Buyer notifies the Supplier that the piece of Equipment is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Equipment Order by telephone and confirmed in writing, email or facsimile within seventy-two (72) hours of delivery.
- 6.3 Once the Buyer notifies the Supplier of non-acceptance, the Parties will agree a course of action to take.

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

- 6.4 Except where non-acceptance is due to default of the Buyer, in the event of non-acceptance the Supplier will, at its own expense make an equivalent alternative piece of Equipment available for use by the Buyer until the time that the Supplier actually delivers an acceptable piece of Equipment to the Buyer. If non-acceptance is due to the default of the Buyer, the Buyer can cancel the part of the Equipment Order relating to that piece of Equipment but must pay reasonable cancellation charges to the Supplier.
- 6.5 From the time of acceptance of a piece of Equipment, the Buyer bears the risk of loss or damage to the Equipment however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:
- 6.5.1 caused by the negligence of the Supplier, its Subcontractors or its agents; or
  - 6.5.2 while the Supplier has possession of the Equipment, including for any maintenance.
- 6.6 The Supplier must give, and must make sure that the Owner gives, the Buyer quiet possession of the Equipment and the Supplier warrants that the Buyer can peaceably hold the Equipment throughout the Lease Period free of any interference from the Supplier, the Owner or any person acting through the Supplier.

## **7 Supplier's Obligations**

### **Warranty**

- 7.1 The Supplier warrants that the Equipment substantially conforms to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier.
- 7.2 The Supplier must use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within the period covered by the warranty (which warranty shall be included as standard or additionally purchased by the Buyer) provided that:
- 7.2.1 the Buyer notifies the Supplier of any defect in writing within ten (10) Working Days of the defect occurring or of becoming aware of the defect;
  - 7.2.2 the Buyer permits the Supplier to make a full examination of the alleged defect;
  - 7.2.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel;



## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

- 7.2.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Buyer or on its behalf; and
  - 7.2.5 the defect is directly attributable to defective material, workmanship or design.
- 7.3 To the extent that the Equipment comprises or contains equipment or components which were not manufactured or produced by the Supplier, the Buyer is only entitled to any warranty or other benefit that the Supplier has received from the manufacturer.
- 7.4 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the Equipment.
- 7.5 If the Supplier does not remedy any material defect in the Equipment in accordance with Clause 7.2, the Supplier must, at the Buyer's option:
  - 7.5.1 accept the return of part or all of the Equipment and make an appropriate reduction to the Rentals payable during the remaining term of the Call-Off Contract and, if relevant, return any Deposit (or any part of it); or
  - 7.5.2 provide alternative Equipment which specification shall match as closely as possible that of the defective Equipment at no extra cost to the Buyer.

## **Maintenance**

- 7.6 The Supplier shall provide maintenance services to the Buyer during the Lease Period.
- 7.7 The maintenance services shall be provided in accordance with the specification for maintenance services set out in Framework Schedule 1 (Specification) or as otherwise set out in the Equipment Order Form and to a standard which is acceptable to the Buyer.
- 7.8 The maintenance services shall include the provision of spares and replacement parts and the Supplier shall not be entitled to make any additional charge for the supply of such items, except where expressly set out in the Equipment Order Form.
- 7.9 All replacement parts fitted to the Equipment and all substitutions for the Equipment shall remain the property of the Supplier.
- 7.10 The Supplier shall be entitled to inspect the Equipment at any time having given reasonable notice to the Buyer.

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

### **Indemnity**

- 7.11 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due to a Default or due to the negligence of the Supplier, its servants or agents.

### **Equipment Collection**

- 7.12 At the Supplier's cost, the Supplier must collect the Equipment from the agreed collection point at the expiry or termination of the Lease Period within ten (10) days after the expiry or termination of the Lease Period.
- 7.13 The Supplier must agree a note of the condition of the Equipment with the authorised representative of the Buyer at the time of collection and state the condition on an inspection form.
- 7.14 If the Supplier does not collect the Equipment at the agreed time and collection point, the Supplier indemnifies the Buyer against all Losses due to the failure to collect the Equipment as agreed.

### **Relief Equipment**

- 7.15 The Supplier shall ensure that suitable relief Equipment is made available to the Buyer as required throughout the Lease Period. The Supplier shall provide as near as possible substitute relief Equipment in the event that the original Equipment requires warranty repairs, fair wear and tear repairs, inspection or maintenance, unless otherwise agreed by the Buyer.
- 7.16 The Supplier must provide relief Equipment that is, where reasonably possible, a comparable model to the piece of Equipment which has become unfit for purpose.
- 7.17 The Supplier shall collect the relief Equipment within two (2) Working Days of delivering the original Equipment that has been repaired or providing alternative Equipment in accordance with paragraph 7.5.2.
- 7.18 The Buyer must use and insure the relief Equipment on the terms specified within this Call-Off Contract.

### **Training and Support**

- 7.19 The Supplier must ensure that any Documentation and training provided by the Supplier to the Buyer are comprehensive, accurate and prepared in accordance with Good Industry Practice.

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

7.20 The Supplier must provide initial and ongoing training and support to the Buyer in accordance with Framework Schedule 1 (Specification) or as otherwise set out in the Equipment Order.

### **Upgrades and Improvements**

7.21 At any time the Buyer may request the Supplier to upgrade or improve the Equipment by replacing component parts (but not the Equipment in its entirety) with new or used parts or by installing new software.

7.22 If the Buyer upgrades or improves any Equipment by replacing component parts of the Equipment with new or used component parts or by installing software, the upgrades or improvements will belong to the Buyer. The Buyer will have the option to remove any such replacement parts, or uninstall any software that it has installed, before the Supplier collects the Equipment on expiry or earlier termination of the Lease Period provided that the removal of the replacement parts must not damage the Equipment and the Buyer must:

7.22.1 reinstate the original component parts or re-install the original software; or

7.22.2 substitute component parts or install software (where possible from the same manufacturer) reasonably similar to the removed component parts or software; or

7.22.3 offer for acceptance by the Supplier in substitution for the removed parts or uninstalled software (such acceptance not to be unreasonably withheld or delayed) any component parts or software used in upgrading or improving the Equipment.

## **8 Buyer's Obligations**

### **Modifications**

8.1 The Buyer must not alter, tamper with or modify any Equipment without the Supplier's written consent, which cannot be unreasonably withheld or delayed.

### **Limits of Use**

8.2 While a piece of Equipment is in its control, the Buyer must:

8.2.1 keep and operate the Equipment in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

- 8.2.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to make sure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 8.2.3 not overload the Equipment or use it for sub-hire or reward activities, any use for which it was not intended or any form of sporting competition;
- 8.2.4 make sure that only persons qualified to do so operate the Equipment and that each operator holds any necessary permits, including a valid operator's licence where appropriate;
- 8.2.5 not without the prior written consent of the Supplier, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on the land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to the land or building and the Buyer must repair and make good any damage caused by the affixation or removal of the Equipment from any land or building;
- 8.2.6 not do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Owner or the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Buyer must take all necessary steps to ensure that the Supplier can enter the land or building and recover the Equipment both during the Lease Period and for a reasonable period after the Lease Period, including by procuring from any person having an interest in the land or building, a waiver in writing and in favour of the Supplier of any rights the person may have or acquire in the Equipment and a right for the Supplier to enter onto the land or building to remove the Equipment;
- 8.2.7 not allow the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is confiscated, seized or taken, the Buyer must notify the Supplier and the Buyer must at its sole expense use its best endeavours to procure an immediate release of the Equipment;
- 8.2.8 not do or allow anything to be done which could invalidate the insurances referred to in paragraph 8.9; and
- 8.2.9 not use the Equipment for any unlawful purpose.

## Call-Off Schedule 22 (Lease Terms)

Call-Off Ref:

Crown Copyright 2018

- 8.3 The Buyer must make sure that at all times the Equipment is identifiable as being the Owner's property and wherever possible must make sure that a visible sign is attached to the Equipment labelling it as the Owner's property.
- 8.4 The Buyer must not sell or offer to sell the Equipment and can only part with possession or control of the Equipment to an authorised user in the employment of the Buyer.
- 8.5 The Buyer must not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Equipment in a manner inconsistent with either the Supplier's interest or the Owner's interest in the Equipment.
- 8.6 The Buyer must keep the Supplier fully informed of all material matters relating to the Equipment.
- 8.7 The Buyer must at all times keep the Equipment in the possession or control of the Buyer and keep the Supplier informed of its location. Relocation of the Equipment must be managed in accordance with the specification for re-siting of Equipment set out in Framework Schedule 1 (Specification).
- 8.8 The Buyer must allow the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and, to enable the Supplier to do so, the Buyer must allow the Supplier entry to the Delivery Place or any premises at which the Equipment may be located, and must grant reasonable access and facilities for such inspection.

## Insurance

- 8.9 The Buyer must (unless self-insuring):
  - 8.9.1 insure the Equipment from the Actual Delivery Date and keep the Equipment insured during the Lease Period and until the agreed date of collection by the Supplier, or its nominated agent to the full replacement value of the Equipment under a fully comprehensive policy of insurance in the name of the Buyer bearing endorsements recording the interest of the Supplier and any other persons the Supplier nominates as loss payee. The insurance policy referred to above may be subject to such uninsured amount ("**Excess**") as may be applicable from time to time and the Buyer indemnifies the Supplier against any Losses with the Excess;
  - 8.9.2 punctually pay all premiums due under the insurance policy and otherwise comply with all the terms and conditions thereof and produce to the Supplier on demand the policy, evidence of the adequacy of the insurance and evidence that all premiums have been duly paid. If the Buyer does not pay any premium

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

the Supplier can do so and the Buyer must reimburse the Supplier;

8.9.3 apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Equipment; and

8.9.4 on termination of the lease of a piece of Equipment for Total Loss, pay all sums due on termination. If the Buyer pays the Supplier all amounts due on termination for Total Loss the Supplier must pay to the Buyer a refund of Rentals of an amount equal to any insurance proceeds the Supplier receives.

8.10 If the Buyer fails to effect or maintain any of the insurances required under paragraph 8.9, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Buyer.

### **Maintenance**

8.11 The Buyer must ensure that at all times the Equipment is operated in accordance with the manufacturer's recommendations and warranty stipulations and that the Equipment is kept clean and in a good state of repair.

### **Fines and Penalties**

8.12 The Buyer is liable for all fines, fees or penalties incurred by any operator of a piece of Equipment provided under the Call-Off Contract. The Supplier must in all cases send to the Buyer any notice or other communication the Supplier receives in respect of fines, fees or penalties.

### **Taking Overseas**

8.13 The Buyer must not take or allow any Equipment to be taken out of the United Kingdom without the previous written consent of the Supplier, which cannot be unreasonably withheld or delayed.

8.14 If the Supplier grants consent the Buyer must pay a repatriation insurance premium to an association approved by the Supplier to make sure that the Equipment can, if necessary, be returned to the United Kingdom without cost to the Supplier.

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

### **Actions upon Termination of Lease or Expiry of Lease Period**

8.15 On expiry of the Lease Period or in the event of early termination of the lease in respect of any Equipment all Lease Payments shall cease and the Buyer must:

8.15.1 cease using the Equipment;

8.15.2 make the Equipment available for collection by the Supplier on the date assigned for collection. The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier actually collects the Equipment which the Supplier shall do promptly and in any event within 10 days after the expiry or termination of the Lease Period;

8.15.3 at the Buyer's own expense, ensure the safe and proper storage of the Equipment until it is collected by the Supplier;

8.15.4 complete an inspection form with the Supplier on the Return Date and ensure that the Equipment is returned and that the Equipment is in a condition consistent with its age and usage making due allowance for fair wear and tear;

8.15.5 at the Buyer's cost, remove all Buyer data that is stored in or on the Equipment ;

8.15.6 if the Supplier notifies the Buyer that the Equipment is not in the condition required under paragraph 8.15.4, pay to the Supplier the amount that the Buyer and the Supplier agree as the cost of rectification. In the event of any dispute regarding the condition of the Equipment, an independent assessment must be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Buyer. Any consultant must act as an expert and not as an arbitrator and their decision is final;

8.15.7 in the event of a dispute the Equipment or other form of evidence acceptable to the Buyer must be held by the Supplier until an independent assessment has been made in accordance with Clause 8.15.6 above. The costs of the independent consultant must be borne equally between the Buyer and the Supplier provided that both Parties act reasonably at all times during the dispute; and

8.15.8 in the event of damage to any Equipment the Supplier must forward an invoice to the Buyer within twenty-one (21) days following the Return Date. In the case of dispute the Buyer will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

with the payment terms. Any such dispute must be resolved in accordance with Clause 34 of the Core Terms.

### **9 Provision and Removal of Supplier Equipment**

- 9.1 The Supplier shall provide all the Supplier Equipment necessary in order to comply with the Call-Off Contract.
- 9.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 9.3 All Supplier Equipment brought onto the Buyer Premises shall be at the Supplier's own risk and the Buyer shall have no liability for any loss of or damage to any Supplier Equipment unless and to the extent that the Supplier is able to demonstrate that such loss or damage was caused by or contributed to by default of the Buyer. The Supplier shall be wholly responsible for the haulage or carriage of the Supplier Equipment to the Buyer Premises and the removal thereof when it is no longer required by the Buyer and in each case at the Supplier's sole cost. Unless otherwise stated in this Schedule, Supplier Equipment brought onto the Buyer Premises will remain the property of the Supplier.
- 9.4 The Supplier shall maintain all items of Supplier Equipment on the Buyer Premises in a safe, serviceable and clean condition.
- 9.5 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
  - 9.5.1 remove from the Buyer Premises any Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with the Call-Off Contract; and
  - 9.5.2 replace such item with a suitable substitute item of Supplier Equipment.
- 9.6 Upon termination of the hire of a piece of Equipment, the Supplier shall remove the Supplier Equipment together with any other materials used by the Supplier to comply with the Call-Off Contract and shall leave the Buyer Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Buyer Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or Supplier Staff.

### **10 Termination Of A Lease**

- 10.1 Without prejudice to terms in relation to ending the Call-Off Contract set out in the Core Terms, the Buyer and the Supplier shall be entitled with immediate effect by giving written notice to the other Party upon the happening of any of the following events to terminate the hire of a



## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

piece of Equipment without prejudice to any accrued rights or remedies under the Call-Off Contract, where the other Party:

10.1.1 commits a fundamental breach of the terms of this Schedule; or

10.1.2 shall do or allow to be done any act or thing which in the reasonable opinion of the other may jeopardise that Party's rights in the Equipment or any part thereof; and

10.1.3 in each and every such case where the breach is capable of remedy, fails to remedy the same within twenty-one (21) days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

10.2 The hire of a piece of Equipment terminates automatically if a Total Loss occurs in relation to the Equipment.

10.3 The Buyer may terminate the hire of a piece of Equipment at any time by giving three (3) Month's written notification to the Supplier. The Supplier shall give a discount of at least 5% of the total Lease Payments due for early settlement.

## **11 Consequences Of Termination**

11.1 Where the lease of any piece of Equipment is terminated for any reason, the Supplier's consent to the Buyer's possession of the Equipment will terminate and the Supplier can, by its authorised representatives, without notice and at the Supplier's own expense, retake possession of the Equipment and for this purpose may enter the Delivery Place or any premises at which the Equipment is located.

11.2 Without prejudice to any other rights or remedies of the Buyer, where the Buyer terminates the hire of a piece of Equipment pursuant to paragraph 10.3 the Buyer shall pay to the Supplier on termination:

(i) all arrears of Lease Payments; and

(ii) the sum of all the Lease Payments that would (but for the termination) have been due during the remainder of the Lease Period each discounted at a rate of at least 5% in respect of the period between the date of actual payment and the date when the Lease Payments would have become due.

11.3 The Supplier agrees that any payments made pursuant to paragraph 11.2 above is the Supplier's sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in that paragraph.

## **Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

11.4 The Supplier shall provide flexibility in the management of the Equipment and shall not charge an early settlement fee to the Buyer where the Equipment is redundant due to re-organisation, merger or closure and all reasonable efforts have been made to re-site the Equipment within the Buyer's organisation.

11.5 Where the Buyer terminates the Call-Off Contract under Clause 10 of the Core Terms and then makes other arrangements for the supply of the Equipment, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10 of the Core Terms, the Buyer will not make any further payments to the Supplier until the Buyer has established the final cost of making those other arrangements.

## **12 The Owner**

12.1 If the Owner and the Supplier are not the same person, the Owner can enforce:

12.1.1 paragraph 6.1; and

12.1.2 each of the following paragraphs of the Lease Terms as if it was the Supplier:

12.1.2.1 paragraph 7.15;

12.1.2.2 paragraph 7.16;

12.1.2.3 paragraph 8;

12.1.2.4 paragraph 10.1.2; and

12.1.2.5 paragraph 11.1.

**Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

## **Annex A**

# **Call-Off Schedule 22 (Lease Terms) – Equipment Order Form Template**

ORDER REFERENCE: **PR 2023 089**

DATE OF ORDER: **7<sup>th</sup> July 2023**

THE BUYER: **Crown Prosecution Service**

BUYER CONTACT

INVOICE CONTACT

Redacted Under FOIA Section 40, Personal Information

Suite 1A, 2 Navigation Walk Wakefield WF1 5RH

THE SUPPLIER:

SUPPLIER ADDRESS:

SUPPLIER ACCOUNT

MANAGER:

Francotyp-Postalia Limited

74 Questor, Powder Mill Lane, Dartford, Kent, DA1 1EF

Redacted Under FOIA Section 40, Personal Information

### **THE DELIVERABLES**

Equipment: **Franking Machines**

Quantity: **Postbase Vision 5A (three of)  
Postbase Vision 5S (six of)  
Postbase Vision 7A (two of)**

Owner: **Francotyp-Postalia Limited**

Services: **All services related to consumables, maintenance and connectivity of Franking Machines**

Framework Ref: RM6017

Project Version: v1.0

Model Version: v1.0

## Call-Off Schedule 22 (Lease Terms)

Call-Off Ref:

Crown Copyright 2018

### Delivery Place:

Reading, RG1 1PL – Postbase Vision 5A  
Portsmouth, PO1 2BJ – Postbase Vision 5S  
Cardiff, CF10 3PL – Postbase Vision 5S  
Chelmsford, CM2 0RG – Postbase Vision 7A  
Middleborough, TS3 6RT – Postbase Vision 5S  
St Albans, AL1 3HZ – Postbase Vision 5A  
Eastleigh, SO50 9FH – Postbase Vision 5S  
Norwich, NR3 1SL – Postbase Vision 5S  
Newcastle Upon Tyne, NE1 3BD – Postbase Vision 5A  
Bristol, BS1 6PN – Postbase Vision 7A  
Exeter, EX2 7BL – Postbase Vision 5S

Time and Date of Delivery      7<sup>th</sup> July 2023

### LEASE PERIOD

The Lease Period shall be the period of **one year** from the Actual Delivery Date until the Return Date.

### PRICE AND PAYMENT

Rentals payable by the Buyer Redacted Under FOIA Section 43, Commercial Sensitive per quarter to cover all 11 leased machines

Additional Charges for Services      First year maintenance free of charge, thereafter:

Cost of annual maintenance per Franking machine Model:

5S -	<span style="background-color: black; color: red; font-size: small;">Redacted Under FOIA Section 40, Commercial Sensitive</span> Per Annum
5A -	<span style="background-color: black; color: red; font-size: small;">Redacted Under FOIA Section 40, Commercial Sensitive</span> Per Annum
7A -	<span style="background-color: black; color: red; font-size: small;">Redacted Under FOIA Section 40, Commercial Sensitive</span> Per Annum

3/4G Modem rental Redacted Under FOIA Section 40, Commercial Sensitive Per Annum (11 x 3/4G modems)

Payment Method      Payment details /method to remain unchanged from existing agreement PR 2021 127

Framework Ref: RM6017

Project Version: v1.0

Model Version: v1.0

**Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

**Invoicing and Payment**

The Supplier shall issue invoices quarterly and the Buyer shall pay the Supplier within thirty (30) days of receipt of a valid invoice, submitted in accordance with this Equipment Order Form and the provisions of the Call-Off Contract.

Framework Ref: RM6017

Project Version: v1.0

Model Version: v1.0

**Call-Off Schedule 22 (Lease Terms)**

Call-Off Ref:

Crown Copyright 2018

**SPECIAL TERMS**


N/A

**BY SIGNING AND RETURNING THIS ORDER THE SUPPLIER AGREES** that they have read the Lease Terms and by signing below agree to be bound by the terms.

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

Name and Title	Redacted Under FOIA Section 40, Person's Name Redacted Under FOIA Section 40, Personal Information Head of Category
Signature	Redacted Under FOIA Section 40, Person's Name Redacted Under FOIA Section 40, Personal Information
Date	Jul 6, 2023

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

Name and Title	Redacted Under FOIA Section 40, Person's Name Redacted Under FOIA Section 40, Personal Information
Signature	 Redacted Under FOIA Section 40, Person's Name (Jul 6, 2023 10:43 GMT+1)
Date	Jul 6, 2023

Framework Ref: RM6017

Project Version: v1.0

Model Version: v1.0

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

### Order Form (Lots 1 and 2)

CALL-OFF REFERENCE: **PR 2023 089 Provision of Franking Machines**

THE BUYER: **Crown Prosecution Service**

BUYER ADDRESS **10<sup>th</sup> Floor, Zone A, 102 Petty France, London, SW1H 9EA**

THE SUPPLIER: **Francotyp-Postalia**

SUPPLIER ADDRESS: **74 Questor, Powder Mill Lane, Dartford, Kent, DA1 1EF**

REGISTRATION NUMBER: **02445645**

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 7<sup>th</sup> July 2023

It's issued under the Framework Contract with the reference number **RM6017** for the provision of Postal Goods, Services and Solutions (Franking Machines)

#### CALL-OFF LOT(S):

Lot Number	Lot Description	Relevant (Yes / No)
1	Low to Medium Volume Franking Machines and Associated Consumables	No
2	Franking Machines, Mailroom Equipment and Associated Consumables	Yes

#### 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:

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6017**
3. The following Schedules in equal order of precedence:
  - Call-Off Schedule 22 (Lease Terms)
  - Call-Off Schedule 23 (Franking Meter Terms)
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6017**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
    - Joint Schedule 13 (Continuous Improvement)
    - Joint Schedule 14 (Benchmarking)
  - Call-Off Schedules for **PR 2023 089 Provision of Franking Machines**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 11 (Installation Works)
    - Call-Off Schedule 12 (Clustering)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.6)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6017**
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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.



## CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

CALL-OFF START DATE: **7<sup>th</sup> July 2023**

CALL-OFF EXPIRY DATE: **6<sup>th</sup> July 2024**

CALL-OFF INITIAL PERIOD: **1 year**

## CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

## MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED] excluding VAT

## CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

## PAYMENT METHOD

The Buyer shall make payments to the Supplier within 30 days of receipt of a valid invoice.

## FRANKING METER TERMS - PRE-PAID POSTAGE:

The Authorised Deposit is: [REDACTED] Redacted Under FOIA Section 40, Commercial Sensitive

The refund trigger amount required in accordance with Paragraph 5.2.6 of Call-Off Schedule 23 (Franking Meter Terms) is [REDACTED] Redacted Under FOIA Section 40, Commercial Sensitive

## FRANKING METER TERMS – POSTAGE IN ARREARS:

Not applicable

The Credit Limit Amount is: [REDACTED] Redacted Under FOIA Section 40, Commercial Sensitive

## BUYER'S INVOICE ADDRESS:

Suite 1A  
2 Navigation Walk  
Wakefield  
WF1 5RH

PO.invoices@cps.gov.uk

## BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
Head of Category

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

Redacted Under FOIA Section 40, Personal Information

10<sup>th</sup> Floor, Zone A, 102 Petty France, London, SW1H 9EA

BUYER'S ENVIRONMENTAL POLICY

BUYER'S SECURITY POLICY

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information

Operations Director

Redacted Under FOIA Section 40, Personal Information

74 Questor, Powder Mill Lane, Dartford, Kent, DA1 1EF

SUPPLIER'S CONTRACT MANAGER

Redacted Under FOIA Section 40, Personal Information

Head of Public Sector and Major Accounts

Redacted Under FOIA Section 40, Personal Information

74 Questor, Powder Mill Lane, Dartford, Kent, DA1 1EF

PROGRESS REPORT FREQUENCY

7<sup>th</sup> working day of each month

PROGRESS MEETING FREQUENCY

Quarterly within one week of the Performance Monitoring Reports being issued by the Supplier

KEY STAFF

Redacted Under FOIA Section 40, Personal Information

Lead Commercial Category Manager – Business Solutions

Redacted Under FOIA Section 40, Personal Information

10<sup>th</sup> Floor, Zone A, 102 Petty France, London, SW1H 9EA

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Pricing

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 20% of annual spend

The Service Period is one Month.

ADDITIONAL INSURANCES

details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

### GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div>Redacted Under FOIA Jul 6, 2023 10:43 GMT+1)</div>	Signature:	<div>Redacted Under FOIA Section 40, Para</div>
Name:	<div>Redacted Under FOIA Section 40, Para</div>	Name:	<div>Redacted Under FOIA Section 40, Para</div>
Role:	Operations Director	Role:	Head of Commercial
Date:	Jul 6, 2023	Date:	Jul 6, 2023