

ORDER FORM

Date	31st March 2023	Order Ref	Con_17187
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FROM:

Contracting Body	Judicial Office ("Customer")
Contracting Body's Address	Judicial Office, EB02, Royal Courts of Justice, London WC2A 2LL
Invoice Address	Shared Services Connected Limited, PO Box 769, Newport NP20 9BB
Principal Contact	[REDACTED]

TO:

Supplier	Waterstones Booksellers Limited ("Supplier")
Supplier's Address	203/206 Piccadilly, London W1J 9HD
Account Manager	[REDACTED]

1. GENERAL

- 1.1** This Order is entered into pursuant to the Framework Agreement relating to the Provision of Legal Publications – Print and eBook [con_17187].
- 1.2** This Order incorporates the Call Off Terms (as defined in Clause 1 Definitions and Interpretation and set out in Part 2 of Framework Schedule 5 of the Framework Agreement and amended herein) and constitutes a separate contract between the parties set out above.
- 1.3** In this Order (except where the context otherwise requires), words and phrases shall have the meaning set out in the Framework Agreement and this Call-Off Agreement or as otherwise defined in this Order.

2. TERM

- 2.1 Commencement Date**
This Call Off Agreement commences on the 1st of April 2023
- 2.2 Expiry Date**
This Call-Off Agreement shall expire on 31st March 2024 unless terminated earlier in accordance with the Call-Off Terms or otherwise at Law.
- 2.3 Service Requirements**
This Order is for the provision of the Services by the Supplier to the Customer to meet the Customer's Service Requirements, such Service Requirements being set out in Framework Schedule 1: Goods and elsewhere in the Call Off Terms.

3. PAYMENT

- 3.1 Payment Profile**
These Baskets have been awarded as a result of the Mini Competition reference ITT_6983 conducted via the Ministry of Justice Sourcing Portal.
- [REDACTED]

3.2 Invoicing

The Supplier shall raise its invoice upon dispatch of goods, in accordance with Schedule 1, Paragraphs 4.1 and 17.1 of the Framework Agreement.

3.3 Invoice format

When goods are dispatched, or services provided Suppliers should send a draft invoice to the jLIS Finance mailbox: jlisfinance@judiciary.uk for checking prior to submission for payment. This will ensure that invoice details match the original order and therefore enable speedy payment when submitted to the MoJ's external partner for managing payment services – Shared Services Connected Limited, (SSCL).

jLIS Finance will notify Suppliers when the invoice has been approved, and Suppliers should then submit the invoice for payment. Failure to comply with this process will result in the invoice being rejected and will delay payment.

Invoices shall be compliant with the administrative instructions set out in this final Call-Off Contract:

1. Only one invoice should be submitted for each unique order unless by prior agreement with the Authority
2. The amount invoiced by the Supplier must match the amount quoted at the order stage.
3. If a credit note is issued to the Authority from a Supplier, this must include current PO number and quote a current invoice reference.

Invoices must include the following information:

- Invoice date
- Order Reference
- Purchase Order
- Invoice Address
- Supplier Address
- Bank Details

For individual titles:

- Title/ISBN
- Quantity
- Unit Price - RRP
- Discount %
- Discount unit £
- VAT rate per item (if applicable)
- VAT per item (if applicable)
- VAT-able amount item (if applicable)

Totals

- Total quantity
- Total amount
- Total amount of VAT
- Total VAT-able amount
- Each of these should be detailed for each line of the order
- All of the fields listed above must be clearly identifiable, and listed on separate lines
- All orders on an invoice must relate to a single PO

4. LIABILITY
<p>4.1 The Supplier's Limit on Liability</p> <p>Subject to provisions of Clause 34.1 and 34.5 of the Call-Off Terms, the total aggregate liability of the Supplier under and in connection with this Call-Off Agreement) whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to the greater of:</p> <p>(a) £5,000,000 or</p> <p>(b) 150% of the total Charges due and payable by the Customer in respect of the provision by the Supplier of the Services under this Call-Off Agreement.</p> <p>For the avoidance of doubt, the Parties acknowledge and agree that this Clause shall not limit the Supplier's liability under the Framework Agreement which liability shall be governed by the terms of the Framework Agreement.</p> <p>4.2 The Customer's Limit on Liability</p> <p>Subject to provisions of Clauses 34.1 and 34.5 of the Call-Off Terms, the total aggregate liability of the Customer under and in connection with this Call-Off Agreement) whether those liabilities are expressed as an indemnity or otherwise (whether in contract, tort (including negligence), breach of statutory duty or howsoever arising) shall be limited to the greater of:</p> <p>(a) £10,000,000.00; or</p> <p>(b) 100% of the total Charges due and payable by the Customer in respect of the provision by the Supplier of the Services under this Call-Off Agreement. (For the avoidance of doubt, this does not affect the Customer's obligation to pay properly invoiced sums in accordance with this Call-Off Agreement).</p> <p>For the avoidance of doubt, the Parties acknowledge and agree that where the Customer and the Authority are the same entity, this Clause shall not limit the Authority's liability under the Framework Agreement, which liability shall be governed by the terms of the Framework Agreement.</p>

5. INSURANCE
<p>5.1 Minimum Insurance Period and Insurance Requirements</p> <p>The Supplier shall maintain the following insurances throughout the duration of this Call-Off Agreement and for a period of six (6) years following the expiration or earlier termination of this Call-Off Agreement:</p> <ul style="list-style-type: none"> - professional indemnity insurance with a minimum limit of indemnity of £5,000,000 for each individual claim; - employers' liability insurance with a minimum limit of £5,000,000.

6. PROVISION OF THE GOODS, TRANSITION ACTIVITIES AND DELIVERABLES

6.1 Key Performance Indicators

In accordance with the Schedule 1, Paragraphs 6.2 and 19.1 of the Framework Agreement:

KPI Ref	KPI Detail	Target %
KPI-1	Supplier shall submit Invoices to jLIS Finance mailboxes within 3 days of completion of an order.	98%

KPI-2	Complaints or issues raised by the Contract/Operational Manager responded to within 5 working days.	95%
KPI-3	Supplier shall return updated batches within 4 days.	98%
KPI-4	On receipt of order the expectation is that Supplier shall acknowledge orders within 1 working day of receipt.	95%
KPI-5	The Supplier shall ensure orders are reviewed, checked and any changes notified to the Authority within 3 working days of receipt	98%
KPI-6	Supplier shall confirm availability and supply urgent orders within 24 hours	98%
KPI-7	Issues raised with supplier are responded to with details of action taken within 3 working days.	98%
KPI-8	Supplier shall confirm availability and supply core orders (newly published) within 2 days of publication date.	98%
KPI-9	Supplier shall confirm availability and supply miscellaneous orders (in print titles/back list titles) within 5 working days of receipt of order.	98%
KPI-10	Select Publications are provided when requested pre-publication as required by senior judiciary.	100%
KPI-11	[REDACTED]	[REDACTED]
KPI-12	The Supplier shall complete any required MI reports no later than 2 working days before operational meetings.	100%

6.2 Management Information

In accordance with Schedule 1, Paragraph 6.1 of the Framework Agreement:

Report Required	Frequency
Provide details of outstanding titles yet to be supplied	Bi-annually
Provide list of titles and orders which have been cancelled	Bi-annually
Provide list and details of invoices raised	Bi-annually
List of outstanding queries & claims	Bi-annually
Update publication date and prices for core titles	Bi-annually
List and details of any complaints received	Bi-annually
Ad hoc publishing cycle	N/A
Core Titles List - provide details of titles/ publication dates and prices for the forthcoming financial year	Annually in September
Social Value Report	Quarterly

6.3 Account Management

In accordance with Schedule 1, Paragraph 5.3 of the Framework Agreement, the account shall be managed in line with the contract management instructions set out therein.

As a minimum, the Authority expects that the operational meetings will cover the following topics:

- queries/claims
- check progress
- forthcoming titles for orders
- review of monthly updates
- AOB

Agenda template below:

Account Management Meetings
Combined Operational Account Meetings and Service Review Meetings – Biannually
Operational Account Meetings Welcome Print <ul style="list-style-type: none">• Review action log• Review MI reports• Outstanding orders• List of cancellations - titles and orders• List of invoices• List of queries and claims• Forward look - core orders• Review MI report Service Review Meetings As above plus: <ul style="list-style-type: none">• Contract compliance issues• Risks and issues• Opportunities• Supplier/Authority update

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter into a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

IN WITNESS of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

SIGNED for and on behalf of the **Supplier**

Signature:	
Name (block capitals):	
Position:	
Date:	

SIGNED for and on behalf of the **Ministry of Justice**

Signature:	
Name (block capitals):	
Position:	
Date:	