

SCHEDULE 2.6

CALL OFF TEMPLATE

THIS Call Off is issued on 13 April 2022 (the “**Services Commencement Date**”), by the Authority to **WHP Telecoms Limited** (the “**Supplier**”), a company incorporated under the laws of England and Wales and whose registered office is located at 401 Faraday Street, Birchwood, Warrington, England, WA3 6GA, pursuant to the ADB Services Agreement (relating to the provision of ADB Services to extend the Shared Rural Network to the Extended Area Service) dated as of 29 October 2021 (as amended and supplemented from time to time, the “**MFA**”), to which both the Authority and Supplier are a “Party” as are they also referred to in this Call Off individually as a “Party” and collectively as the “Parties”.

The Authority and the Supplier both desire to enter into this Call Off pursuant to clause 5 of the MFA under which the Supplier will provide the scope of Services requested in respect of the EAS Sites identified by the Authority within this Call Off;

The Parties hereby agree as follows:

1. Incorporation of MFA. Except as otherwise provided herein, the terms of the MFA are incorporated into this Call Off by this reference as if such terms were stated in full herein and as if references therein to the “Agreement” were references to this Call Off. Capitalized terms used in this Call Off without definition that are defined in the MFA shall have the meanings set out in the MFA.
2. To the extent that there is any conflict or inconsistency between the provisions of this Call Off and the terms of the MFA, the terms of this Call Off shall govern but only with respect to the provision and receipt of relevant Services under this Call Off. To the extent there are matters which by their nature are to be performed under the MFA or another Call Off such matters shall be performed under the MFA or such other Call Off.
3. **TERM AND TERMINATION**
 - 3.1 The term of this Call Off shall commence on the date first written above and expire on the later of the expiry of the MFA or the date upon which the last EAS Site is completed under this Call Off, unless terminated earlier in accordance with Section 3.2 below or extended by the Parties’ mutual agreement as expressed in writing. In the event the MFA expires prior to the expiry of this Call Off, the terms of the MFA will continue to govern the Call Off until the expiry or termination of the Call Off.
 - 3.2 Termination. This Call Off may be terminated by the Authority to the extent the Authority may terminate the MFA as if this Call Off were the MFA. Except as otherwise provided in the MFA, any such termination of this Call Off or any other Call Off under the MFA shall not in and of itself give rise to a termination of the MFA or any other Call Off.
4. **SERVICES**
 - 4.1 Set out in Appendix 1 is the list of EAS Sites in respect of which the Supplier is to provide Services. Within Appendix 1 EAS Sites are identified as being either EAS Site in needs of an Upgrade (EAS Upgrade Sites) or EAS Sites in need of a New Build (EAS New Build Sites). The Authority shall include where applicable any Transmission Hop Sites within the list of EAS New Build Sites and the Authority shall further identify within Appendix 1 any such Transmission Hop Sites.
 - 4.2 It is acknowledged that in the delivery of the Services the Supplier shall follow the methodology and protocol it has set out for delivering the Services in Schedule 4.

5. IMPLEMENTATION SERVICES.

- 5.1 For each EAS Upgrade Site the Supplier shall produce a Minor Schedule of Works in accordance with the provisions of the MFA and more specifically in a form that shall follow the structure set out in Appendix 2.
- 5.2 For each EAS New Build Site the Supplier shall produce a Major Schedule of Works in accordance with the provisions of the MFA and more specifically in a form that shall follow the structure set out in Appendix 3.

6. OPERATIONAL SERVICES

- 6.1 For each EAS Site identified within Appendix 1 the Supplier shall deliver the Operational Services as described and set out in Schedule 2.1 to the MFA and as further particularised in the Minor Schedule of Works or Major Schedule of Works for that EAS Site as applicable

7. SERVICE DELIVERY

- 7.1 All Services carried out under this Call Off shall be subject to the operation of the following Schedules of the MFA as applicable.
- 7.2 The Supplier shall as part of the delivery of the Implementation Services in respect of each EAS Site identified in Appendix 1 generate and provide to the Authority as part of the Implementation Services the Minor Schedule of Works for each EAS Upgrade Site and the Major Schedule of Works for each EAS New Build Site, as applicable.

8. APPLICABILITY OF CONSTRUCTION ACT

- 8.1 For all Services and work carried out either in the delivery of the Implementation Services or in the delivery of the Operational Services it is acknowledged that all such work shall be governed by the Construction Act 1998 (As amended).

9. CHARGES AND REIMBURSEMENTS

- 9.1 The Authority shall for each Call Off issue as at the Call Off Commencement Date a Purchase Order for the Implementation Services to be delivered in relation to each Batch.
- 9.2 Thereafter in relation to each individual EAS Site as the Implementation Services are completed then upon the ATP Milestone being Achieved the Authority shall issue a Purchase Order for the delivery of the Operational Services.
- 9.3 All Charges payable for work carried out by the Supplier under this Call Off shall be paid on a monthly basis in accordance with the provisions of Schedule 7.1 (Charges) of the MFA.

10. GOVERNANCE

- 10.1 This Call Off shall be governed by the centralised governance process described in Schedule 8.1 (Governance) of the MFA.

11. INSURANCE

- 11.1 For this Call Off, Contractors "All Risks" Insurance as specified in Schedule 2.5 is required

SIGNED for and on behalf of
WHP Telecoms Limited by a director:

)
)
)
)

Signature:

Name (block
capitals):

Position: Director

SIGNED for and on behalf of
the Secretary of State for the Home Department)

)
)
)

Signature:

Name (block
capitals):

Position:

Appendix 1

EAS Sites in scope:

1. List of EAS Site requiring Upgrades under this instruction, referred to as Batch 1a, originally instructed on 18 March 2022.
 - a. EAS/SRN0097
 - b. EAS/SRN0520
 - c. EAS/SRN0533
 - d. EAS/SRN1014

Amendment of new site included within Batch 1a V2 dated 13th April 2022.

- e. EAS/SRN0035

Appendix 2

EAS Upgrade Sites Minor Schedule of Works

(to be submitted by Supplier for each EAS Upgrade Site)

EAS SITE NAME AND UNIQUE REFERENCE ID: EAS/SRN0097 **[INSERT]**

1. Implementation Services
 - a. Acquisition Services
 - b. Planning Services
 - c. Design Service

EAS SITE NAME AND UNIQUE REFERENCE ID: EAS/SRN0520 **[INSERT]**

2. Implementation Services
 - a. Acquisition Services
 - b. Planning Services
 - c. Design Service

EAS SITE NAME AND UNIQUE REFERENCE ID: EAS/SRN0533 **[INSERT]**

3. Implementation Services
 - a. Acquisition Services
 - b. Planning Services
 - c. Design Service

EAS SITE NAME AND UNIQUE REFERENCE ID: EAS/SRN1014 **[INSERT]**

4. Implementation Services
 - a. Acquisition Services
 - b. Planning Services
 - c. Design Service

EAS SITE NAME AND UNIQUE REFERENCE ID: EAS/SRN0035 **[INSERT]**

5. Implementation Services
 - a. Acquisition Services
 - b. Planning Services
 - c. Design Service

Milestones for EAS Upgrade Sites

Milestone	Title	Description	Responsible	MILESTONE DATE (Milestone Nr + X Working Days)
MS1	Site Instructed	Instruction for Acquire and Design services for individual site	Home Office	
MS2	Site Provider (SP) authority to proceed	Clearance from SP or landowner to progress SRN upgrade (if needed)	Supplier	
MS3	Multi-Skilled Visit completed	MSV with appropriate representation from all parties at site completed	Supplier	MS1 + 20
MS4	General Arrangement (GA) drawing approved	GA drawing approved by all parties	Supplier	MS3 + 20(Upgrade) or MS3 + 25 (New Build)
MS5	Planning Permission submission lodged	Planning Permission requested (or not required)	Supplier	MS3 + 40
MS6	Planning Permission approved	Approval notification received (or not required)	Supplier	
MS7	Detailed Design drawing approved	DD drawing approved by all parties	Supplier	MS6 + 20
MS8	Build Cost submitted	Detailed build cost reflecting agreed design submitted	Supplier	MS7 + 5

Appendix 3

List of Authority Documents Published on SharePoint

- Handover Pack
- H&S File
- Draft Site Design Guide