

Framework Schedule 5A (Order Form Template and Call-Off Schedules - Further Competition)

Order Form

CALL-OFF REFERENCE: CCBA22A01

THE BUYER: Cabinet Office

BUYER ADDRESS **REDACTED TEXT under
FOIA Section 40,
Personal Information**

THE SUPPLIER: Calder Conferences Limited

SUPPLIER ADDRESS: **REDACTED TEXT under
FOIA Section 40, Personal
Information**

REGISTRATION NUMBER: 03702902

DUNS NUMBER: 237077883

SID4GOV ID: N/A

CALL-OFF START DATE: 1st February 2023

CALL-OFF EXPIRY DATE: 30th January 2026

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 Year

GO LIVE DATE: As specified in the Implementation Plan.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 9th January 2023.

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions.

CALL-OFF LOT(S) AND APPLICABLE SCHEDULE 20 (CALL-OFF SPECIFICATION) TERMS:

Column 1		Column 2
LOT NUMBER AND DESCRIPTION	Tick as applicable	SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS
Lot 1: Booking Solutions UK Points of Sale — Low Touch	g	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph S (Lot 1: Booking Solutions UK Points of Sale — Low Touch)
Lot 4: Booking Solutions Venues & Events	x	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 8 (Lot 4: Booking Solutions Venues & Events)

Only those paragraphs of Schedule 20 (Call-Off Specification) listed in “*column 2*” of the above table (which, for the avoidance of doubt apply to the Call-Off Lot(s) selected by the Buyer) shall be incorporated into the Call-Off Contract, and those which do not apply to the Call-Off Lots(s) selected by the Buyer, shall not be incorporated into the Call-Off Contract.

The Buyer must comply with its obligations set out in Schedule 20 (Call-Off Specification), as amended (as the case may be) by the Call-Off Special Terms.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into the Call-Off Contract. Where Schedule numbers are missing this is intentional as they do not apply to the Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6217.
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6217:
 - o Joint Schedule 1 (Definitions)
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)

- o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 7 (Financial Difficulties)
 - o Joint Schedule 9 (Minimum Standards of Reliability)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - o Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6217:
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule S (Pricing Details)
 - o Call-Off Schedule 6 (ICT Services)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9A (Security) PART A
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 16 (Benchmarking)
 - o Call-Off Schedule 18 (Background Checks)
 - o Call-Off Schedule 20 (Call-Off Specification)
5. The Core Terms (version 3.0.11)
6. Joint Schedule S (Corporate Social Responsibility) RM6217
7. Call-Off Schedule 4 (Call-Off Tender) provided 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/performance.

CALL-OFF SPECIAL TERMS

Annex to Call-Off Schedule 9A (Security)

The clauses in the Core Terms shall be amended in accordance with the following Call-Off Special Terms which shall be incorporated into the Call-Off Contract:

Clause 2.4 shall be deleted and replaced with the following wording:

“If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using either Framework Schedule 6A (Order Form Template and Call-Off Schedules - Direct Award)

or Framework Schedule dB (Order Form Template and Call-Off Schedules — Further Competition). If covered by the Regulations, the Buyer can:

- (a) make changes to the Order Form Template;*
- (b) create new Call-Off Schedules;*
- (c) exclude optional template Call-Off Schedules; and/or*
- (d) use Special Terms in the Order Form to add or change terms.”*

Clause 3.1.2 does not apply to the Call-Off

Contract; Clause 3.2 does not apply to the Call-

Off Contract;

Clause 4.3(a) shall be deleted and replaced with the following wording:

“exclude VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority), which is payable in addition to the Charges and the Management Charge in the manner and at the rate prescribed by applicable law, in the jurisdiction in which the relevant supply takes place, from time to time, subject to the provision of a valid VAT invoice (or its local equivalent) as prescribed by local law or practice”

Clause 7.5 shall be amended by the inclusion of the following wording at the end of Clause 7.5: *“including arising out of or in connection with the termination of their employment and/or the exercise of the Buyer’s right under Clause 7.2”,*

Clause 10.6.3(b) shall be amended so that the words *“in file Contract Year in which termination occurs”* will be added before the words *“if the Contract”* in the second sub-clause of Clause 10.6.3(b);

Clause 10.6.5 shall be amended so that the cross-reference *“3.2.10”* is deleted;

Clause 14.4 shall be amended by the inclusion of the words *“(including, but not limited to, the Supplier System)”* after the words *“Supplier system”*;

Clause 14.8(c), shall be deleted and replaced with the following wording: *“must securely (i) destroy all Storage Media that has held Government Data at the end of life of that media, or*

(ii) erase all Government Data from all Storage Media prior to any sale, gift or other transfer of that media, in each case using Good Industry Practice”,

A new Clause 15.8 shall be added at the end of Clause 15 as follows:

“15.8 Nothing in this Clause 15 shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party’s Confidential Information or an infringement of its Intellectual Property Rights.”.

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall provide a quote from any specific venue required by the Contracting Authority, regardless of the Tier that the venue falls in.

The Booker's staff number, service number, name, (UIN) and or email address shall be recorded for each booking and will be agreed with the Buyer during implementation.

The Supplier shall provide monthly MI relating to this Contract as a minimum in the format requested at Annex A to Attachment 2 of the Invitation to Tender pack.

MI should be provided in a consistent format each month. The headings of each column should be filtered, and the top line frozen to assist easy navigation.

Changes to the way the MI is presented will be agreed by the Contracting Authority's Contract Manager in advance of any changes.

The Contracting Authority's preferred invoicing method is via electronic feeder file. The Supplier shall be able to accommodate electronic feeder file (text file format sent as an email attachment to the Contracting Authority's shared service provider) payment through SSCL (Contracting Authority shared service provider). A Feeder File Supplier Adoption Pack is available at Annex B to Attachment 2 of the Invitation to Tender pack. Implementation of Feeder File adoption would be at no additional cost to the Contracting Authority.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification) as amended and/or supplemented by this Order Form (in accordance with the Call-Off Special Terms).

Overseas Points of Sale

Not Applicable.

MAXIMUM LIABILITY

1. The limitation of liability for the Call-Off Contract is stated in Clause 11.2 of the Core Terms.
2. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **REDACTED TEXT under FOIA Section 43, Commercial Interests**

CALL-OFF CHARGES

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

Framework Ref: RM6217
Project Version: v1.0

Model Version: v3.8

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE

The total anticipated potential value of this Call-Off Contract is in the following potential range **REDACTED TEXT under FOIA Section 43, Commercial Interests**

Notwithstanding anything to the contrary contained in the Call-Off Contract, the total anticipated potential value set out above does not create a commitment of any kind from the Buyer (or bind the Buyer in any way) in relation to any minimum committed spend, volume or otherwise and such anticipated potential value will not be taken into account when calculating any reasonable committed and unavoidable Losses under Clause 10.6.3(b) of the Core Terms.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

All payments to be made via consolidated monthly invoice and to be processed via feeder file. Payment will be by the BACS system 30 days from receipt of a compliant feeder file at the correct billing address.

BUYER'S INVOICE ADDRESS:

Invoices and feeder files should be submitted to: **REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

Cabinet Office Environmental Policy Statement available online at:
<https://www.sov.uk/Government/Publications/cabinet-office-environmental-policy-statement>

BUYER'S SECURITY POLICY

Appended at Cabinet Office Security Schedule

SUPPLIER AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

QUALITY PLANS

Within 3 Months of the Start Date

KEY STAFF

REDACTED TEXT under FOIA Section 40, Personal Information

KEY SUBCONTRACTOR(S)

Amplitude Event Solutions Limited — Registration number: 09874604Live
Group — Registration number: 01201913

COMMERCIALLY SENSITIVE INFORMATION

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: £100,000.
The Service Period is: One Month
A Critical Service Level Failure is: Service unavailable for whatever reason for a period of more than 1 week.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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 3 (Continuous Improvement) and/or Call-Off Schedule 4 (Call-Off Tender)]

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

Signature: **REDACTED TEXT
under FOIA Section
40, Personal
Information**

Name: **REDACTED TEXT
under FOIA Section
40, Personal
Information**

Role: **REDACTED TEXT under
FOIA Section 40, Personal
Information**

Date:

For and on behalf of the Buyer:

Signature: **REDACTED TEXT
under FOIA Section
40, Personal
Information**

Name: **REDACTED TEXT
under FOIA Section
40, Personal
Information**

Role: **REDACTED TEXT
under FOIA Section
40, Personal
Information**

Date:

