

# RM6315 VEHICLE TELEMATICS

## FRAMEWORK SCHEDULE 6A

### SIMPLE ORDER FORM

#### APPLICABLE FRAMEWORK CONTRACT

#### SECTION 1: CONTRACTING PARTIES

The Buyer Details			
Buyer Organisation	Maritime & Coastguard Agency (MCA)		
Contact Name	<i>Redacted under FOIA No 40 – Personal Information</i>		
Job Title	Head of Coastguard Resources – His Majesty's Coastguard (HMCG)		
Buyer Address	Spring Place, 105 Commercial Road, Southampton, SO15 1EG		
Telephone	<i>Redacted under FOIA No 40 – Personal Information</i>	Email	<i>Redacted under FOIA No 40 – Personal Information</i> @mcga.gov.uk
Call-Off Reference	TCA 3-7-1712	Date of Order	24.07.2024
The Supplier Details			
Supplier	Standby RSG UK Limited		
Contact Name	<i>Redacted under FOIA No 40 – Personal Information</i>		
Address	19 Hollies Business Park, Cannock, WS11 1DB		
Telephone	<i>Redacted under FOIA No 40 – Personal Information</i>	Email	<i>Redacted under FOIA No 40 – Personal Information</i> <a href="mailto:standbygroup.com">@standbygroup.com</a>
Quotation Reference	SBRSG-2397		

#### SECTION 2: CALL-OFF DELIVERABLES

Description of Products and Services Required
<i>Section in its entirety is redacted under FOI Regulation No 43 – Commercial Interests</i>


#### SECTION 3: KEY SUPPLIER STAFF (IF APPLICABLE)

Description of Key Supplier Staff
N/A

## SECTION 4: CALL-OFF CONTRACT TERM

Call-Off Contract Term	
Contract Start Date	01.08.2024
Contract Expiry Date	31.12.2024
Initial Contract Duration	4
Extension Options	N/A

## SECTION 5: CALL-OFF CONTRACT CHARGES

Call-Off Contract Charges	
Details of the Charges to be paid in respect of the Deliverables outlined in Section 2	<b>Section in its entirety is redacted under FOI Regulation No 43 – Commercial Interests</b>
Total Contract Value	£83,762.18 (excluding VAT)
Payment Method	
Buyer's Payment Details	 DfT Invoicing Instructions - UBS.pdf
Buyer's Invoice Details	
Name	Unity Business Services
Email	<a href="mailto:Ssa.invoice@ubusinessservices.co.uk">Ssa.invoice@ubusinessservices.co.uk</a>
Telephone	0344 8920343
Address	Unity Business Services (UBS) 5 Sandringham Park Swansea Vale SA7 0EA

## SECTION 6: INCORPORATED TERMS

Schedule Ref	Incorporated Terms	
Joint Schedule 3 (Insurance Requirements)	The Buyer must confirm one of the following statements:	
	A) That the Buyer has reviewed Joint Schedule 3 and the standard insurance levels apply to the Call-Off Contract	<b>NO</b>

**Framework Schedule 6A (Simple Order Form Template and Call-Off Schedules)**

Crown Copyright 2023

	B) That the Buyer has reviewed Joint Schedule 3 and requires the following Additional Insurances to apply to this Call-Off Contract:	<b>NO</b>
Joint Schedule 11 (Processing Data)	The Buyer must confirm the following statements:	
	A) That the Buyer has reviewed Joint Schedule 11	<b>YES</b> <input checked="" type="checkbox"/>
	B) That Annex A has been completed by the Controller where applicable	<b>YES</b> <input type="checkbox"/>
	C) The roles for the processing of data under this Call-Off Contract will be: Buyer: Controller Supplier: Processor	

**SECTION 7: OPTIONAL TERMS**

Please select any Optional Call-Off Schedules that the Buyer requires to apply to this Call-Off Contract:

Schedule Reference	Schedule Description	Select
Call-Off Schedule 4	Call-Off Tender	<input type="checkbox"/>
Call-Off Schedule 5	Pricing Details	<input type="checkbox"/>
Call-Off Schedule 17	MoD Terms	<input type="checkbox"/>
Call-Off Schedule 19	Scottish Law	<input type="checkbox"/>
Call-Off Schedule 20	Call-Off Specification	<input type="checkbox"/>
Call-Off Schedule 21	Northern Ireland Law	<input type="checkbox"/>
Call-Off Schedule 23	HMRC Terms	<input type="checkbox"/>
Call-Off Schedule 25	Supplier Furnished Terms	<input type="checkbox"/>

## SECTION 8: DECLARATION

<b>This Simple Order Form, when completed and executed by both Parties, forms a Call-Off Contract under the Crown Commercial Service RM6315 framework</b>		
On behalf of the Buyer	Name	<i>Redacted under FOIA No 40 – Personal Information</i>
	Job Title	Head of Coastguard Resources – His Majesty's Coastguard (HMCG)
	Date	24/07/2024
	Signature	<i>Redacted under FOIA No 40 – Personal Information</i>
On behalf of the Supplier	Name	<i>Redacted under FOIA No 40 – Personal Information</i>
	Job Title	Key Account Manager
	Date	24/7/24
	Signature	<i>Redacted under FOIA No 40 – Personal Information</i>

## Annex A – Standard Terms

### 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:

1. The Simple Order Form including the Call-Off Special Terms
2. Joint Schedule 1 (Definitions)
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - A) Schedules incorporated into all Call-Off Contracts as standard
    - Joint Schedule 1 (Definitions)
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 5 (Corporate Social Responsibility)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 6 (ICT Services)
  - B) Call-Off Schedules when detailed in the Order Form or selected by the Buyer in Section 7 of the Order Form as applicable to the Call-Off Contract
    - Call-Off Schedule 5 (Pricing Details), if required the Buyer must insert the pricing details relating to the Call-Off into the Schedule
    - Call-Off Schedule 7 (Key Supplier Staff), if required Section 3 of the Order Form should be populated
    - Call-Off Schedule 19 (Scottish Law), if required
    - Call-Off Schedule 20 (Call-Off Specification), if required
    - Call-Off Schedule 21 (Northern Ireland Law), if required
    - Call-Off Schedule 23 (HMRC Terms), if required
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)
7. Call-Off Schedule 25 (Supplier Furnished Terms), if required the Supplier should include their Commercial Off The Shelf software licencing terms
8. Call-off Schedule 4 (Call-Off Tender), if required the Buyer must insert the Call-Off Tender into the Schedule

### MAXIMUM LIABILITY

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

### ADDITIONAL TERMS

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery.

No other Buyer terms may be incorporated into the Order when using Framework Schedule 6A to execute the Call-Off Contract between the Parties. Should the Buyer require any further terms or Schedules to be applied to their Call-Off Contract, Framework Schedule 6 (Order Form) must be used.

## Annex B - Call-Off Special Terms

The following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

Special Term	Clause	Amendment
1	3.1.2	Warranty period is amended to 12 months.
2	3.2	Where the Buyer has chosen to rent the Goods, clause 3.2 will not apply to the Call-Off Contract.
3	3.2.2	Amended to: "All manufacturer warranties covering the Goods must either, be assignable to the Buyer on request and for free, or the Supplier must make claims under the warranties for the Buyer whenever asked to do so for free."
4	3.2.3	Amended to: "The Supplier transfers risk of the Goods on Delivery and ownership or possession of the Goods on payment for those Goods, whichever is earlier."
5	3.2.11	Amended to: "The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs."
6	3.2.12	Where the Supplier's Goods are proprietary and cannot be repaired or replaced by a third party, clause 3.2.12 is amended to:  "The Supplier must at its own cost repair, replace, or substitute any Goods that the Buyer rejects because they don't conform to Clause 3."
7	4.9	Will not apply
8	4.10	Will not apply
9	10.2.2	Amended to:  "Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 180 days' written notice within the first 12 months of the Contract Start Date and 90 days' written notice thereafter."
10	10.7.5	Subclause (b) is amended to:  "increase the Charges, except where the right to partial termination is under Clause 10.2, or where the increase of the Charges is as a result of the Variation which would involve the provision of additional Deliverables, such as a requirement for additional goods and/or services."

**Framework Schedule 6A (Simple Order Form Template and Call-Off Schedules)**

Crown Copyright 2023

<b>Special Term</b>	<b>Clause</b>	<b>Amendment</b>
11	11.2	Amended to: "Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges unless otherwise specified in the Call-Off Order Form."
12	16.1	Amended to: "The Supplier must tell the Relevant Authority within two (2) working days if it receives a Request For Information."
13	Additional Term (i)	The Buyer agrees that the Supplier shall always be given the opportunity to remedy a remediable Default prior to a right of termination arising. The Buyer will only exercise its right to terminate for a Default which is either: (i) not remediable; or (ii) if remediable is not corrected within 30 days of receipt of a written request from the Buyer to do so or, if there is one, corrected in accordance with an accepted Rectification Plan.
14	Additional Term (ii)	The Buyer shall not have the right to terminate where there's a Change in Control of the Supplier that results in Control of the Supplier remaining with any entity which controls, is controlled by, or is under common control of the Supplier's parent company.
15	Additional Term (iii)	The Buyer agrees and consents to the Supplier anonymising data collected in the course of providing Services to the Buyer and using such anonymised data for general commercial purposes.
16	Additional Term (iv)	Where the Supplier's Services are proprietary, data cannot be restored on its platform by a third party.
17	Additional Term (v)	If the Buyer wishes to conduct an Audit the Buyer agrees: (i) to provide the Supplier with at least 10 Working Days prior written notice; (ii) to provide a list and agenda of all areas to be inspected; and (iii) to make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing any damage, injury or disruption to the Supplier's premises, equipment, personnel and business while its personnel are on those premises during such an Audit.