

Direct Award Order Form Template

CALL-OFF REFERENCE: MVD1/0711251 | con_25663

THE BUYER: Ministry of Justice

BUYER ADDRESS 102 Petty France, London, SW1H9EA, United Kingdom

SUPPLIER REFERENCE **[REDACTED]**

THE SUPPLIER: Virgin Media Business Limited

SUPPLIER ADDRESS: 500 Brook Drive, Reading, RG2 6UU

REGISTRATION NUMBER: 01785381

DUNS NUMBER: 289824328

SID4GOV ID: 289824328

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated as per the latest date of signature below.

It's issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT(S):
Lot 1 – Mobile Voice and Data Services

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. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6261
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6261
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)

 - Call-Off Schedules for RM6261
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 14 (Service Levels)
5. CCS Core Terms (version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6261

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:

1. The Supplier's Service Offer Reference MVD1/VMB/OS/MLS shall apply to this Call-Off Contract.
2. The Buyer may purchase mobile devices and accessories from the Supplier's Device Services Catalogue, referred to in the Supplier's Lot 1 Mobile Voice and Data Services Catalogue, as updated from time to time. In addition to the price of the items purchased, the Buyer shall also the applicable delivery charges for those items, at the rates set out in the Supplier's Device Services Catalogue from time to time.
3. The Supplier's Service Description for Lot 1 Mobile Voice and Data Services Catalogue shall apply to this Call-Off Contract.
4. The parties agree that the Supplier may bill the Buyer for the Charges through its Affiliate, Telefonica UK Limited, acting as the Supplier's billing and collections agent (the "Billing Agent"). Any invoice for Services from a Billing Agent must be settled on and in accordance with the terms of the Contract.
5. The following definitions shall apply to this Call-Off Contract:

“Service Commencement Date” in respect of a Service or a particular instance of a Service means the date on which that particular Service or particular instance of a Service is first provided to the Buyer, or as otherwise explicitly set out in the Buyer’s Call-Off Contract.

“Minimum Device Commitment” is defined in the Call-off Charges section of this Order Form.

“Device Services Catalogue” means the Supplier’s Device Services Catalogue referred to in the Supplier’s Mobile Voice and Data Services Catalogue, as updated from time to time.

“Committed Devices” means the following mobile devices:

- Apple iPhone 16e 128GB Black

CALL-OFF START DATE: The latest date of signature below

CALL-OFF EXPIRY DATE: The day prior to the first anniversary of the Call-Off Start Date

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD N/A

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION:

MLS Service

During the Call Off Initial Period, the minimum period of notice for without reason termination, shall be the Call-Off Initial Period minus the number of months the MLS Service has been provided under the Call-Off Contract.

Mobile Devices

30 days, subject to section **Error! Reference source not found.** of the Call-Off Charges section of this Order Form.

CALL-OFF DELIVERABLES

Mobile Equipment: as detailed in the Supplier’s Mobile Voice and Data Services Catalogue.

The same deliverables are also detailed in the Supplier's Lot 1 Capture Requirements (CR) Form that accompanies this Call Off Contract.

Optional Services: as further detailed in the Supplier's Optional Service Offers, the Buyer has selected the Optional Services below which will be provided under this Call-Off Contract:

MLS Service

MAXIMUM LIABILITY

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

[REDACTED]

CALL-OFF CHARGES

[REDACTED]

Committed Devices

[REDACTED]

Buyers may purchase any additional Services under the Supplier's Published Lot 1 Catalogue which is available on the Catalogue Publication Portal.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices). 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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Direct Debit or electronic transfer

BUYER'S INVOICE ADDRESS:

SSCL

MoJ Invoicing Team

APinvoices-MOJ-U@gov.sscl.com
SSCL – MOJPO Box 743
Newport, NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|------------|---------------------------------|------------|
| Signature: | [REDACTED] | Signature: | [REDACTED] |
| Name: | [REDACTED] | Name: | [REDACTED] |
| Role: | [REDACTED] | Role: | [REDACTED] |
| Date: | [REDACTED] | Date: | [REDACTED] |