

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

Part A

Order Form Template

CALL-OFF REFERENCE:	Provision of Payment Cards and Associated Services
THE BUYER:	The Lord Chancellor acting acting on behalf of the Crown
BUYER ADDRESS	5 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	allpay Ltd
SUPPLIER ADDRESS:	Fortis et Fides, Whitestone Business Park, HR1 3SE, Hereford
REGISTRATION NUMBER:	02933191

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 9th November 2020.

It's issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.


CALL-OFF LOT(S):
Lot 2a - Business Applications

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) RM3821
3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3821
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - [Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)

 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **prj_4657 – Payment Cards and Associated Services**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3. 0.3)



Core_Terms_v.3.0.3.
pdf
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
6. Call-Off Schedule 4 (Call-Off Tender) as long as 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.

CALL-OFF SPECIAL TERMS

The following Special Terms and Schedules are incorporated into this Call-Off Contract:

Special Term 1.

1 Welsh Language Requirements

The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Buyer to the extent that the same relate to the provision of the Services.

The following definition shall be added to Joint Schedule 1 "Definitions V1"

"Welsh Language Scheme" means the Buyer's Welsh language scheme as amended from time to time and available at

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

Special Term 2.

The following Special Term 2 shall replace clause 4.5 of the Core Terms.

2. Invoice requirements

2.1 All invoices submitted to the Authority must clearly state the word 'invoice' and contain the following information:

- i) a unique identification number (invoice number);
- ii) the Supplier's name, address and contact information;
- iii) the name and address of the department/agency in the Authority with which the Supplier is working;
- iv) a clear description of the services, works or goods being invoiced for;
- v) the date of the invoice;
- vi) the amount being charged;
- vii) VAT amount if applicable;
- viii) the total amount owed
- ix) the Purchase Order number; and
- x) the amount of the invoice in sterling or any other currency which is Approved.

2.2 All invoices submitted by email must meet the following criteria:

- i.) email size must not exceed 4mb;
- ii.) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and
- iii.) any supporting information, backing data etc. must be provided to support the invoice within three working days of the invoice being submitted.

2.3 Unless Approved, invoices must:

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- i.) not contain any lines for items which are not on the Purchase Order; and
- ii.) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity.

2.4 If required by the Authority, the Supplier shall:

- i.) register and comply with any reasonable eMarketplace solution adopted for invoicing and procurement catalogues by the Authority; and
- ii.) submit a structured electronic invoice in an Electronic Data Interchange or XML formats.

Special Term 3.

3. Exclusivity

The Authority does not guarantee the Supplier any exclusivity, quantity or value of Deliverables required under this Call-Off Contract.

Special Term 4.

4. Buyers Security Policy

The Supplier shall comply with the MoJ Security Policy attached here:



MOJ Security
Policy.doc

CALL-OFF SPECIAL SCHEDULES

The following Special Schedules are incorporated into this Call-Off Contract:

CALL-OFF START DATE: 2nd December 2020

CALL-OFF EXPIRY DATE: 1st December 2022

CALL-OFF INITIAL PERIOD: 2 years with option to extend for a further 2 years.

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED] Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details)

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

The Charges will not be impacted by any change to the Framework Prices.

PAYMENT METHOD

The payment method for this Call-Off Contract is Direct Debit within 14 days from the receipt of invoice. Invoices will be send from the Supplier to the Buyer monthly in arrears

BUYER'S INVOICE ADDRESS:

[REDACTED]

HMCTS – Centralised Business Account
102 Petty France
London
SW1H 9AJ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

5 Wellington Place, Leeds, LS1 4AP

BUYER'S ENVIRONMENTAL POLICY

Available online at: <https://www.gov.uk/guidance/ministry-of-justice-and-the-environment>

BUYER'S SECURITY POLICY

Details on attachment under Special Terms 4.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

allpay Ltd, Fortis et Fides, Whitestone Business Park, HR1 3SE Hereford

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

allpay Ltd, Fortis et Fides, Whitestone Business Park, HR1 3SE Hereford

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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

[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information as per Joint Schedule 4

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels). The Service Credit Cap is: The maximum Service Credit to be paid by the Provider in any single month shall not exceed 15% of the total invoice value for the month under the consideration.

The Service Period is one month.

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 20 (Call-Off Specification)]

MINIMUM PERIOD OF NOTICE FOR NO_FAULT TERMINATION

90 days minimum period of notice by the Buyer and clause 10.3.2 of the Core Terms applies.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	