



PART 1 – ORDER FORM

UK Health Security Agency
Nobel House, 17 Smith Square, London, SW1P 3HX

APPLETON WOODS LIMITED
New Lindon House Catesby Park, Kings Norton, Birmingham, B38 8SE
(Registered No. 00907224)

Friday 28th July 2023

Dear Sirs

Call-Off Contract C191132 for the supply of Goods

- 1 Further to the Framework Agreement dated 2nd September 2019, we wish to instruct you to supply the Goods described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2 The particulars of this Call-Off Contract are set out below:

Item	Description									
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is C191132									
Parties	Between: (1) UK Health Security Agency whose registered office is at Nobel House, 17 Smith Square, London, SW1P 3HX (Customer) ; and (2) APPLETON WOODS LIMITED (company number 00907224) whose registered office is at New Lindon House Catesby Park, Kings Norton, Birmingham, B38 8SE (Supplier).									
Call-Off KPIs (Cl. 1.1)	<table><tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr><tr><td>Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations throughout the UK.</td><td>Delivery of Goods</td><td>99% of Goods delivered on time in full</td></tr><tr><td>Stock availability of products listed in the catalogue throughout</td><td>Product Availability</td><td>99% of Goods available at all times</td></tr></table>	Performance Target	Key Indicator	Performance Measure	Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations throughout the UK.	Delivery of Goods	99% of Goods delivered on time in full	Stock availability of products listed in the catalogue throughout	Product Availability	99% of Goods available at all times
Performance Target	Key Indicator	Performance Measure								
Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations throughout the UK.	Delivery of Goods	99% of Goods delivered on time in full								
Stock availability of products listed in the catalogue throughout	Product Availability	99% of Goods available at all times								



	the Term (of this Contract)		
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults
	Respond to all operational enquiries within four working hours.	Provision of Response	95%
	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately
	Invoice timeliness.	Timeliness	95% of all invoices are submitted on time
	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email, punch out from e-marketplace	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)
Charges (Cl. 1.1)	Contract value: £186,883.46 (one hundred eighty-six thousand eight hundred eighty-three pounds and forty-six pence) for the initial contract term. The value of any subsequent extension will be commensurate with the value of the Initial Term and is subject to budget approval by the Authority. For the avoidance of doubt, the Authority is not committed to pay the contract price as there is no volume commitment.		
Contract End Date (Cl. 1.1)	Means the later of: <ul style="list-style-type: none"> The Initial Term ends 31/07/2024 Twelve months possible extension (12 months) 		
Customer Liability Cap (Cl. 1.1)	Means the amount of [REDACTED] pounds		
Delivery Date(s) (Cl. 1.1)	<p>The Supplier shall endeavour to deliver goods as soon as is practically possible and use best endeavours to expedite delivery when the Authority notifies the Supplier that the goods are required as a matter of urgency.</p> <p>Starting date to be confirmed by the Authority and delivery schedule to be sent through with the PO.</p>		

Defects Rectification Period (Cl. 1.1)	The Supplier should be notified in writing within 48 hours of any damages, shortages or errors in the consignment. Where there is a total loss of the Goods in transit, the Authority must notify the Supplier within seven days of the invoice.																									
Goods (Cl. 1.1)	<p>The Goods to be supplied under this Call-Off Contract are as follows:</p> <ul style="list-style-type: none"><table><tr><th>Item Code</th><th>Manufacturer code</th><th>Description</th><th>Case (no of individual items per Case)</th><th>E</th></tr><tr><td>SS451</td><td>490CE</td><td>1ml Liquid Amies Regular Flocked Swab</td><td>50</td><td></td></tr><tr><td>SS452</td><td>493CE02</td><td>MRSA Collection kit 2 Regular swabs</td><td>50</td><td></td></tr><tr><td>SS453</td><td>493CE03</td><td>MRSA Collection kit 3 Regular swabs</td><td>50</td><td></td></tr><tr><td>SS413</td><td>483CE</td><td>Transport swab, liquid aimes, urethral flocked swab, sterlin</td><td>50</td><td></td></tr></table>	Item Code	Manufacturer code	Description	Case (no of individual items per Case)	E	SS451	490CE	1ml Liquid Amies Regular Flocked Swab	50		SS452	493CE02	MRSA Collection kit 2 Regular swabs	50		SS453	493CE03	MRSA Collection kit 3 Regular swabs	50		SS413	483CE	Transport swab, liquid aimes, urethral flocked swab, sterlin	50	
Item Code	Manufacturer code	Description	Case (no of individual items per Case)	E																						
SS451	490CE	1ml Liquid Amies Regular Flocked Swab	50																							
SS452	493CE02	MRSA Collection kit 2 Regular swabs	50																							
SS453	493CE03	MRSA Collection kit 3 Regular swabs	50																							
SS413	483CE	Transport swab, liquid aimes, urethral flocked swab, sterlin	50																							
Premises (Cl. 1.1)	<p>The Goods are to be delivered to UKHSA Birmingham Public Health Laboratory address.</p> <p>Refer to Purchase Order for the delivery address.</p>																									



Services (Cl.1.1)	Not Used								
Services Commencement Date (Cl. 1.1)	Not Used								
Services End Date (Cl. 1.1)	Not Used								
Supplier Liability Cap (Cl. 1.1)	Means the amount of [REDACTED]								
Instalments (Cl. 8.4)	N/A Invoices will be paid once orders are received.								
Notices (Clause 19.3)	<p>Any written notice provided under Clause 19.1 shall be sent:</p> <p>In the case of the Secretary of State for Health and Social Care acting as part of the UK Health Security Agency:</p> <p>To: Commercial (Science)</p> <p>Nobel House, 17 Smith Square, London, SW1P 3HX</p> <p>[REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p> <p>In the case of the Appleton Woods Limited:</p> <p>To: New Lindon House Catesby Park, Kings Norton, Birmingham, B38 8SE</p> <p>[REDACTED]</p> <p>Marked for the attention of: [REDACTED]</p>								
Data Protection Particulars (Schedule 4)	<table> <tr> <td>The subject matter and duration of the Processing</td><td>The parties will Process Personal Data in the context of: N/A</td></tr> <tr> <td>The nature and purpose of the Processing</td><td>The Processing will be for the purposes of: N/A</td></tr> <tr> <td>The type of Personal Data being Processed</td><td>The Personal Data will include: N/A</td></tr> <tr> <td>The categories of Data Subjects</td><td>The Data Subjects will include: N/A</td></tr> </table>	The subject matter and duration of the Processing	The parties will Process Personal Data in the context of: N/A	The nature and purpose of the Processing	The Processing will be for the purposes of: N/A	The type of Personal Data being Processed	The Personal Data will include: N/A	The categories of Data Subjects	The Data Subjects will include: N/A
The subject matter and duration of the Processing	The parties will Process Personal Data in the context of: N/A								
The nature and purpose of the Processing	The Processing will be for the purposes of: N/A								
The type of Personal Data being Processed	The Personal Data will include: N/A								
The categories of Data Subjects	The Data Subjects will include: N/A								



UK Health
Security
Agency

- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return this Order Form to signify your acceptance of its contents;

Please also sign and return the attached Call-Off Terms and Conditions.

Yours faithfully

Accepted and acknowledged by:

.....
for and on behalf of the **UK Health
Security Agency**

DocuSigned by:

DEEEE0F77EA14A2...

.....
for and on behalf of **Appleton Woods
Limited**

DocuSigned by:

D01B712791E943D...

