



PART 1 – ORDER FORM

The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England

APPLETON WOODS LIMITED

New Lindon House Catesby Park, Kings Norton, Birmingham, B38 8SE

(Registered No. 00907224)

19th October 2020

Dear Sirs

Call-Off Contract No. LAB4040 SU for the supply of Goods

- 1 Further to the Framework Agreement dated 02-09-19, 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 ECM_8209		
Parties	Between: (1) Public Health England on behalf of the Secretary of State whose registered office is at Wellington House, 133-135 Waterloo Road, London, SE1 8UG] (Customer); and (2) Appleton Wood Limited (company number 00907224) whose registered office is at <i>New Lindon House Catesby Park, Kings Norton, Birmingham, B38 8SE</i> (Supplier).		
Call-Off KPIs (Cl. Error! Reference source not found.)			
	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: £130,800.00 (One hundred and thirty thousand, eight hundred pounds) No volume commitment		
Contract End Date (Cl.	Means the later of: <ul style="list-style-type: none">31/10/20216 months possible extension (6 months)		
Customer Liability Cap (Cl. 1.1)	Means the amount of £ [REDACTED]		
Delivery Date(s)	The Supplier shall deliver the Goods to the Authority by the following date(s): <ul style="list-style-type: none">6 month standing order - [REDACTED] cases to be delivered each month. Starting date to be confirmed - delivery schedule to be sent through with the PO		
Defects Rectification	The company should be notified in writing within 48 hours of any damages, shortages or errors in the consignment. Where there is a		



Period	total loss of the Goods in transit, the customer must notify the company within seven days of the invoice.																						
Goods	<p>The Goods to be supplied under this Call-Off Contract are as follows:</p> <p>Liquid Transport Medium for the appropriate specimen collection and transportation to aid accurate diagnosis.</p> <table border="1"> <thead> <tr> <th>Item Code</th><th>Manufacturer Code</th><th>Description</th><th>Case</th><th>Quantity</th><th>Price</th></tr> </thead> <tbody> <tr> <td>SS403</td><td>503CS01</td><td>Flocked pernasal swab, plastic shaft, nylon velvet tip, peel pouch, Sterilin</td><td></td><td></td><td>£</td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>					Item Code	Manufacturer Code	Description	Case	Quantity	Price	SS403	503CS01	Flocked pernasal swab, plastic shaft, nylon velvet tip, peel pouch, Sterilin			£						
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SS403	503CS01	Flocked pernasal swab, plastic shaft, nylon velvet tip, peel pouch, Sterilin			£																		
Premises	<p>The Goods are to be delivered to Public Health England Manchester Laboratories.</p> <p>Refer to Purchase Order for delivery address.</p>																						
Services	Not Used																						
Services Commencement Date	Not Used																						
Services End Date	Not Used																						
Supplier Liability Cap (Cl. 1.1)	Means the amount of £																						
Instalments	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 Crown through Public Health England:</p> <p>To: Procurement (Scientific) PHE Colindale, 61 Colindale Avenue, Colindale, NW9 5EQ</p> <p>procurement@phe.gov.uk</p> <p>Marked for the attention of:</p> <p>In the case of the Appleton Woods:</p>																						



	To: New Lindon House Catesby Park, Kings Norton, Birmingham, B38 8SE [Redacted] Marked for the attention of: [Redacted]	
Data Protection Particulars (Schedule 4)	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

- 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 the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

Yours faithfully

[Redacted Signature]

Accepted and acknowledged by:

[Redacted Signature]

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for and on behalf of the **[Public Health England]** for and on behalf of **[Appleton Woods Limited]**



Public Health
England

Name: [REDACTED]

Designation: [REDACTED]

Date: 26th April 2021

Name: [REDACTED]

Designation: [REDACTED]

Date: 26th April 2021