

Framework agreement reference: SBS/19/AB/WAB/9411

Date of order	3/4/24	Order Number	tbc
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FROM

Customer	NHS Business Services Authority ("Customer")
Customer's Address	NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NY
Invoice Address	NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NY

Supplier	Trustmarque Solutions Limited ("Supplier")
Supplier's Address	Marlborough House Westminster Place, York Business Park, York, United Kingdom, YO26 6RW

GUARANTEE

Guarantee to be provided	Yes / No
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1. TERM
(1.1) Commencement Date
01/05/2024

2. GOODS AND SERVICES REQUIREMENTS	
(2.1) Goods and/or Services	
The Supplier shall provide the Customer with the Goods and/or Services set out in Appendix A.	
Minimum Order Value	£27,208.50
(2.2) Premises	
The Goods and/or Services will be provided remotely.	
(2.3) Lease/ Licenses	
N/A	
(2.4) Standards	
N/A	
(2.5) Security Requirements	
N/A	
(2.6) Exit Plan (where required)	
N/A	
(2.7) Environmental Plan	
N/A	
3. SUPPLIER SOLUTION	
(3.1) Supplier Solution	
As set out in Appendix A.	
(3.2) Account structure including Key Personnel	
N/A	
(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods	
"Procurri Europe Ltd" located at Bankside, 15 Love Lane Cirencester, Gloucestershire, GL7 1YG.	
(3.4) Outline Security Management Plan	
N/A	

(3.5) Relevant Convictions
N/A
(3.6) Implementation Plan
N/A
4. PERFORMANCE QUALITY
(4.1) Key Performance Indicators
N/A
(4.2) Service Levels and Service Credits
N/A
5. PRICE AND PAYMENT
(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))
£27,208.50
(5.2) Invoicing and Payment
<p>The Supplier shall issue invoices in advance*. The Customer shall pay the Supplier upfront and within thirty (30) days of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.</p> <p>*On receipt of the Customers purchase order the Supplier shall issue the Customer the invoice for the full Contract Price.</p>

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

The Parties agree that:

- No Trustmarque personnel employed in delivery of the services shall be brought into contact with any vulnerable persons or individuals receiving health care, and no activities performed in the course of the Services are regulated activities for the purpose of the Safeguarding Vulnerable Groups Act 2006.
- No IPR is being generated.
- Any call-off provisions relating to TUPE are not applicable to this Order Form.
- The provisions of clause 10.1.14 of the Call-Off terms is not applicable to this Order Form.
- For any indemnities that are to be subject to the limitation on liability at Clause 13, it is all claims in aggregate arising under all those indemnities (i.e., taken together) which are subject to the limitation of liability at Clause 13.2, as amended.

For the purposes of this SLA, the Parties agree that Clauses 12 and 13 shall be amended as follows:

12 Indemnity

12.1 Unamended

12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 of these Call-off Terms and Conditions shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 of these Call-off Terms and Conditions and Clause 2.6 of Schedule 3 of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2 of these Call-off Terms and Conditions

For the purposes of this SLA, the Parties agree that the following amendments to clause 13 of Appendix A, Schedule 2 of the Call-off Terms and Conditions shall apply:

13 Limitation of liability

13.1 Unamended

13.2 Subject to Clauses 12.2, 13.1 and 13.3 of this Schedule 2 of these Call-off Terms and Conditions, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and/or Services and by signing below agree to be bound by the terms of this Contract.