

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

## Order Form (Lots 1 and 2)

CALL-OFF REFERENCE: **702360453**

THE BUYER: **Ministry of Defence**

BUYER ADDRESS: BRNC, Dartmouth

THE SUPPLIER: Pitney Bowes Ltd

SUPPLIER ADDRESS: Building 5 Trident Place  
Hatfield Business Park  
Mosquito Way  
Hatfield  
AL10 9UJ  
**Redacted** under FOIA Section 40, Personal Information

SID4GOV ID: **Not applicable**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 06 December 2021.

It's issued under the Framework Contract with the reference number **RM6017** for the provision of franking machine maintenance and top-ups.

CALL-OFF LOT(S):

Lot Number	Lot Description	Relevant (Yes / No)
1	Low to Medium Volume Franking Machines and Associated Consumables	No
2	Franking Machines, Mailroom Equipment and Associated Consumables	Yes

## 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) **RM6017**
3. The following Schedules in equal order of precedence:
  - Call-Off Schedule 23 (Franking Meter Terms)
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6017**
    - 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 8 (Guarantee)
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
    - Joint Schedule 13 (Continuous Improvement)
    - Joint Schedule 14 (Benchmarking)
  - Call-Off Schedules for **702360453**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 17 (MOD Terms)
    - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.6)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6017**

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 START DATE: **01/01/2022**

CALL-OFF EXPIRY DATE: **31/12/2026**

CALL-OFF INITIAL PERIOD: 5 Years

#### CALL-OFF DELIVERABLES

Not applicable

#### MAXIMUM LIABILITY

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

#### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

#### BUYER'S INVOICE ADDRESS:

Redacted under FOIA Section 40, Personal Information

#### BUYER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40, Personal Information

#### BUYER'S ENVIRONMENTAL POLICY

**Not Applicable**

#### BUYER'S SECURITY POLICY

**In accordance with Schedule 17 MOD Terms**

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40, Personal Information

#### SUPPLIER'S CONTRACT MANAGER

Redacted under FOIA Section 40, Personal Information

KEY SUBCONTRACTOR(S)

Not applicable

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 under FOIA Section 40, Personal Information	Signature:	Redacted under FOIA Section 40, Personal Information
Name:	Ryan Higginson	Name:	Lynne Nazer
Role:	VP & UK/ROI Country Leader	Role:	Commercial Manger
Date:	11/01/22	Date:	04/01/22

## **Call-Off Schedule 1 (Transparency Reports)**

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 <https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

## Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Call-Off Contract Charges]	Contract Award	PDF in contracts finder	Once

# Call-Off Schedule 2 (Staff Transfer)

## Definitions

In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**"Employee Liability"**

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

<b>"Former Supplier"</b>	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
<b>"Partial Termination"</b>	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract ) or 10.6 (When the Supplier can end the contract);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Staffing Information"</b>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting Party;</li> </ul>



- (a) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (b) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (c) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (d) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (e) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (f) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (g) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**"Term"** the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

**"Transferring Buyer Employees"** those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

**"Transferring Former Supplier Employees"** in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

## **INTERPRETATION**

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

### **Which parts of this Schedule apply**

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer On Start Date)]
- Part D (Pensions)
  - [ - Annex D1 (CSPS)
- Part E (Staff Transfer on Exit)

## **Part C: No Staff Transfer on the Start Date**

### **1. What happens if there is a staff transfer**

The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

Subject to Paragraphs 0, 0 and 0, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:

- the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

- the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

- if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

- if after the period referred to in Paragraph 0 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 0 to 0:

- the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 0; and

- the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 0.

The indemnities in Paragraph 0 shall not apply to any claim:

- for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

The indemnities in Paragraph 0 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

If the Supplier and/or the Sub-contractor does not comply with Paragraph 0, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

### **Limits on the Former Supplier's obligations**

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

# Part D: Pensions

## 1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

<b>"Actuary"</b>	a Fellow of the Institute and Faculty of Actuaries;
<b>"Admission Agreement"</b>	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
<b>"Broadly Comparable"</b>	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and <b>"Broad Comparability"</b> shall be construed accordingly;</p>
<b>"CSPA"</b>	the schemes as defined in Annex D1 to this Part D;
<b>"Fair Deal Employees"</b>	<p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p>

- (a) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs **Error! Reference source not found.** of Parts A or B or Paragraph 0 of Part C;
- (b) where the Former Supplier becomes the Supplier those employees;

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

<b>"Fair Deal Schemes"</b>	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
<b>"Fund Actuary"</b>	means Fund Actuary as defined in Annex D3 to this Part D;
<b>"LGPS"</b>	the schemes as defined in Annex D3 to this Part D;
<b>"NHSPS"</b>	the schemes as defined in Annex D2 to this Part D;
<b>"New Fair Deal"</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none"> <li>(a) any amendments to that document immediately prior to the Relevant Transfer Date; and</li> <li>(b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and</li> </ul>
<b>"Statutory LGPS. Schemes"</b>	means the CSPA, NHSPS or

### **Supplier obligations to participate in the pension schemes**

In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the

appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

The Supplier undertakes:

- to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

- to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

### **Supplier obligation to provide information**

The Supplier undertakes to the Buyer:

- to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

- not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

### **Indemnities the Supplier must give**

The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

The indemnities in this Part D and its Annexes:

shall survive termination of this Contract; and

shall not be affected by the caps on liability contained in Clause 11  
(How much you can be held responsible for).

### **What happens if there is a dispute**

The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

who will act as an expert and not as an arbitrator;

whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and

whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

### **Other people's rights**

The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

### **What happens if there is a breach of this Part D**

The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

commits an irremediable breach of any provision or obligation it has under this Part D; or

commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.



## Transferring New Fair Deal Employees

Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

- consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

- procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

## What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

## Broadly Comparable Pension Schemes

If either:

- the terms of any of Paragraphs 0 of Annex D1: CSPS, **Error! Reference source not found.** of Annex D2: NHSPS and or **Error! Reference source not found.** of Annex D3: LGPS apply; and/or

- the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 0, the Supplier shall (and shall procure that any of its Sub-contractors shall):

- supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair

- Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
- fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and
- indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 0 above.

## Annex D1:

### Civil Service Pensions Schemes (CSPS)

#### 1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"CSPS Admission Agreement"</b>	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
<b>"CSPS Eligible Employee"</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
<b>"CSPS"</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme.

#### Access to equivalent pension schemes after transfer

The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

### Part E: Staff Transfer on Exit

## **1. Obligations before a Staff Transfer**

The Supplier agrees that within 20 Working Days of the earliest of:

receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;

the date which is 12 Months before the end of the Term; and

receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 0 and 0 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 0 and 0 shall be true and accurate in all material respects at the time of providing the information.

From the date of the earliest event referred to in Paragraph 0, 0 and 0, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension

contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

- not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

- not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

- not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

- not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;

- give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;

  - co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;

- promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

- not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

- not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

fully fund any Broadly Comparable pension schemes set up by the Supplier;

maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

promptly provide to the Buyer such documents and information mentioned in Paragraph 0 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and

fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.

On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:

the numbers of employees engaged in providing the Services;

the percentage of time spent by each employee engaged in providing the Services;

the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and

a description of the nature of the work undertaken by each employee by location.

The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

the most recent month's copy pay slip data;

details of cumulative pay for tax and pension purposes;  
details of cumulative tax paid;  
tax code;  
details of any voluntary deductions from pay; and  
bank/building society account details for payroll purposes.

### **Staff Transfer when the contract ends**

A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).

Subject to Paragraph 0, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

The indemnity in Paragraph 0 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

Subject to Paragraphs 0 and 0, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

the Replacement Supplier and/or Replacement Sub-contractor will,  
within 5 Working Days of becoming aware of that fact, notify the  
Buyer and the Supplier in writing;

the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;

if after the period referred to in Paragraph 0 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 0 to 0 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 0.

The indemnity in Paragraph 0 shall not apply to:

- (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

The indemnity in Paragraph 0 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 0, such person shall be treated as a Transferring Supplier Employee and Paragraph 0 shall cease to apply to such person.

The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.



Subject to Paragraph 0, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

The indemnity in Paragraph 0 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 0 (and subject to the limitations set out in Paragraphs 0 and 0 above).

## Call-Off Schedule 5 (Pricing Details)

Deliverables in accordance with Statement of Requirements						
Item Number	Description	Delivery Date (exact dates to be confirmed on contract award)	Unit of Measurement	Quantity	Firm Price (£) Ex VAT – Per Item (including any packaging, travel, delivery and	Firm Price (£) Ex VAT - Total (including any packaging, travel, delivery and importing)
2	Maintenance and Support for Equipment	Year 1 – 1 January 2022 to 31 December 2022	Per Year	1		Redacted under FOIA Section 43, Commercial interests
3	Maintenance and Support for Equipment	Year 2 – 1 January 2023 to 31 December 2023	Per Year	1		Redacted under FOIA Section 43, Commercial interests
4	Maintenance and Support for Equipment	Year 3 – 1 January 2024 to 31 December 2024	Per Year	1		Redacted under FOIA Section 43, Commercial interests
5	Maintenance and Support for Equipment	Year 4 – 1 January 2025 to 31 December 2025	Per Year	1		Redacted under FOIA Section 43, Commercial interests
6	Maintenance and Support for Equipment	Year 5 – 1 January 2026 to 31 December 2026	Per Year	1		Redacted under FOIA Section 43, Commercial interests
7	Top up credit	When required	Per Year	5		Redacted under FOIA Section 43, Commercial
Quantities shown are expected numbers and not a guarantee of amount required or due. Quantity ordered under the contract may differ dependent on The Authority requirements					<b>Total Price</b>	£17,000
<b>Item Number</b>		<b>Consignee Address (XY code only)</b>				
All		BRNC, Dartmouth				
<b>Item Number</b>		<b>Payment Schedule</b>				
X		Payments for annual support to be made at the end of each contract year in which services were delivered				
X		Payments for top-ups will be paid monthly in arrears via CP&F via Exostar				

# Call-Off Schedule 17 (MOD Terms)

## 1 Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"MOD Terms and Conditions"</b>	the terms and conditions listed in this Schedule;
<b>"MOD Site"</b>	shall include any of Her Majesty's Ships or Vessels and Service Stations;
<b>"Officer in charge"</b>	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

## 2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

## **DEFCONS and DEFFORMS**

- 1 The DEFCONS and DEFFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 2 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

### **MOD Direct Award Process:**

- 1 For MOD Direct Award procurements under this Framework, the following special terms must be included within the Call-Off Order Form (Framework Schedule 6):
  1. Clause 4.3 of the Core Terms shall be amended as follows: -

*“All Charges and the Management Charges:*

    - *exclude VAT, which is payable on provision of a valid VAT invoice*
    - *include all costs connected with the Supply of Deliverables, including any costs for using the Buyer’s e-commerce automated payment system as detailed in the Payment Method section of this Order Form.”*
  2. Clause 4.14 shall be added to Clause 4 of the Core Terms as follows: -

*“Where the Buyer is the MOD, Suppliers agree to sign-up to and use the Procserve system. Procserve holds product information and pricing which enables MOD end users to purchase via the procedure set out in Paragraph 2 (How a direct award works) of Framework Schedule 7 (Call-Off Award Procedure) based on price alone.”*

## ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

### DEFCONS

DEFCON No	Version	Description
DEFCON 5J	Edn 18/11/16	Unique Identifiers
DEFCON 76	Edn 12/06	Contractor's Personnel at Government Establishments
	SC1 Edn 12/16	
	SC2 Edn 11/17	
DEFCON 117	Edn 10/13	Supply of Information for NATO Codification Purposes
DEFCON 129	Edn 07/19	Packaging (For Articles Other Than Munitions)
DEFCON 129J	Edn 18/11/16	The Use of the Electronic Business Delivery Form
	SC1 Edn 06/17	
DEFCON 502	Edn 05/17	Specifications Changes
DEFCON 507	Edn 10/18	Delivery
DEFCON 514	Edn 08/15	Material Breach
DEFCON 522	Edn 11/17	Payment and Recovery of Sums Dues
DEFCON 524	Edn 10/98	Rejection
DEFCON 525	Edn 10/98	Acceptance
DEFCON 602B	Edn 12/06	Quality Assurance (without Quality Plan)
DEFCON 612	Edn 10/98	Loss of or Damage to the Articles
DEFCON 621B	Edn 10/04	Transport (If Contractor Is Responsible For Transport)
DEFCON 644	Edn 07/18	Marking of Articles

<b>DEFCON 658</b>	<b>Edn 10/17</b>	<b>Cyber</b>
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DEFFORMs (Ministry of Defence Forms)

<b>DEFFORM No</b>	<b>Version</b>	<b>Description</b>
<b>DEFFORM 129J</b>	<b>Edn 09/17</b>	<b>The Use of Electronic Business Delivery Form</b>

**DEFCONS AND DEFORMS CAN BE OBTAINED FROM THE MOD INTERNET SITE:**

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index/hlm>

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. **Background.** BRNC's Mailroom machine was purchased outright 2 years ago and franking credits were purchased on a credit account payable 30 days later utilizing Bills Direct. EPC payment is not accepted by Pitney Bowes for this type of transaction. A maintenance contract allows for timely repair of the machine should a fault develop. This contract is all inclusive for labour, parts and travelling costs. The maintenance contract also includes the annual cost of a European Sim card to allow the machine to communicate with Pitney Bowes for the purposes of downloading credits and software/firmware upgrades.

### **Requirement.**

Provision of franking machine top ups/credits for a 5-year period for current machine owned by BRNC

Provision of a 5-year maintenance package to support current machine.

**Contract Start Date and Duration.** 01/01/2022 (5 years)

**Other Considerations.** None

**Points of Contact.** Mailroom Contact is: Redacted under FOIA Section 40, Personal Information



## Call-Off Schedule 23 (Franking Meter Terms)

### 2 1. Introduction

3 1.1 If the Buyer has decided either to buy or to lease Deliverables under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated in Framework Schedule 6 (Order Form Template and Call-Off Schedules) that its requirement includes buying or leasing a Meter then this Schedule will apply to the Meter until the end of the Contract Period or the end of the Lease Period (as the case may be).

4 1.2 If Call-Off Schedule 22 (Lease Terms) or the Core Terms conflict with this Call-Off Schedule 23 (Franking Meter Terms), these terms prevail in relation to any Meter or Meter Ancillaries only.

### 5 2. Definitions

6 2.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“**Authorised Deposit**” the amount the Buyer has agreed to pay the Supplier to credit the Buyer’s Pre-Paid Postage account and enable anticipated Meter resetting requirements to be satisfied as initially set out in the Order Form and amended from time to time;

“**Credit Limit Amount**” the maximum amount of credit granted by a Supplier to a Buyer when they are paying using Postage in Arrears as initially set out in the Order Form and amended from time to time;

“**Licence**” a licence from Royal Mail Retail permitting the Buyer to use the Meter;

“**Meter**” the franking and date stamping device used to show postage paid;

“**Meter Ancillaries**” the date stamping dies, cables, indicia, cryptographic software and firmware, phone security codes, PSD and SAD;

“**Meter Reset**” resetting the Meter to credit postage funds;

“**Postage in Arrears**” the payment facility which allows the Buyer to pay in arrears for postage as more fully described in Paragraph 5.3;



- |   |   |
|---|---|
| <b>“Pre-Paid Postage”</b>                   | the payment facility which allows the Buyer to pay in advance for postage using a credit arrangement which enables the Supplier to do a Meter Reset as more fully described in Paragraph 5.2; |
| <b>“Pre-Paid Postage Amount”</b>            | the balance from time to time of the aggregate of the Authorised Deposits and any additional payments described in Paragraph 5.2.1(b) less the amount that the Buyer has spent on postage;    |
| <b>“PSD (Postal Security Device)”</b>       | the device that the Supplier uses for Pre-Paid Postage security and funds management;   |
| <b>“Royal Mail Retail”</b>                  | the trading name of Royal Mail Group Plc;   |
| <b>“SAD (Secure and Accounting Device)”</b> | the Pre-Paid Postage revenue security device;   |
| <b>“Scheme”</b>                             | the Royal Mail Scheme for Franking Letters and Parcels 2018 as amended from time to time.   |
- 7      3. Meter Licence
- 8      **3.1 If the Buyer wants to buy or lease a Meter from the Supplier, the Supplier must get a Licence before delivering the Meter to the Buyer.**
- 9      **3.2 The Supplier cannot deliver a Meter to the Buyer unless the Buyer has a Licence.**
- 10     **3.3 The Buyer and the Supplier agree that the terms of the Scheme are incorporated into this Call-Off Schedule 23 (Franking Meter Terms). If there is any conflict between the terms of this Call-Off Schedule 23 (Franking Meter Terms) and the terms of the Scheme, the terms of the Scheme shall prevail in relation to any Meter and Meter Ancillaries only.**
- 11     **3.4 The Buyer must:**
- 3.4.1 hold a Licence at all times;
  - 3.4.2 comply with all terms of the Licence;
  - 3.4.3 not do or omit to do anything which might breach the terms of the Licence or give Royal Mail Retail grounds to revoke it or terminate it. The Buyer must give twenty (20) Working Days written notice to the Supplier of any such revocation or termination;
  - 3.4.4 not make any attachment, alteration or addition to the Meter or the design or colour of any impression approved without the prior written approval of the Supplier (the Supplier cannot unreasonably withhold or delay its



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

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approval), whether so as to affect the franking or revenue recording mechanism or otherwise;

3.4.5 for a period of three (3) Months from installation (and after then in accordance with the Licence) allow the Supplier to inspect a Meter fitted with an SAD remotely as required by the Licence. The Supplier is not liable to the Buyer for any Losses or consequences resulting from the Buyer not allowing the Supplier to inspect a Meter as required by the Licence;

3.4.6 on and from the date of installation of the Meter, permit the Supplier to inspect the Meter at all reasonable times and, to enable the Supplier to do so, the Buyer must allow the Supplier entry to any premises at which the Meter may be located, and must grant reasonable access and facilities for such inspection;

3.4.7 allow the Supplier to do anything required under the terms of the Licence including:

(a) carry out inspections in accordance with Paragraph 3.4.5 above, repairs, alterations, software updates and maintenance; and

(b) supply information to Royal Mail Retail including in relation to inspections, maintenance and repairs, Royal Mail Retail's revenue control system and Meter usage information;

3.4.8 supply the Supplier with all information required under the Licence; 3.4.9 notify the Supplier immediately of any loss theft or damage to the Meter;

3.4.10 if the Licence is revoked or terminated cease using the Meter immediately.

**12 3.5 If the Licence is revoked or terminated, the Supplier is not liable to supply or maintain the Meter on and from the date the Licence is revoked or terminated.**

**13 3.6 The Buyer indemnifies the Supplier against any liability incurred by the Supplier to Royal Mail Retail if Royal Mail Retail demands payment from Supplier in connection with:**

3.6.1 the use by any person of the Meter without making due payment or otherwise; or

3.6.2 the Licence and/or any breach of the Licence and/or any other instruction or licence at any time given or granted to the Buyer by Royal Mail Retail relating to the Meter.



**14      4. Tariff / Postal Rate Update**

**15      4.1 At all times the Buyer must have the current tariff/postal rates for inland and overseas post installed on the Meter.**

**16      4.2 At all times when using the Meter the Buyer must use the current tariff/postal rates for inland and overseas post.**

**17      4.3 The maintenance services set out in Framework Schedule 1 (Specification) or as otherwise set out in the Order Form include unlimited updates to the tariff/postal rates during the Call-Off Contract Period and the Supplier cannot make any additional charges of any kind for installing such updates on the Meter.**

**18      4.4 The Supplier is not liable to the Buyer for any surcharges or amounts incurred by the Buyer if the Buyer does not use the applicable correct tariff/postal rate.**

**19      5. Paying for Postage**

**20      5.1 Payment Method**

**21      5.1.1 The Supplier must use the payment method for postage costs that the Buyer nominated in the Order Form or such other payment method as the Buyer may choose by giving twenty (20) Working Days' written notice to the Supplier.**

**22      5.1.2 As a payment method, the Buyer may choose either:**

- (a) Pre-Paid Postage; or**
- (b) Postage in Arrears.**





**23     5.1.3 There is no limit on the number of times the Buyer can change payment method during the Call-Off Contract Period in accordance with Paragraph 5.1.1 above.**

**24     5.2 Pre-Paid Postage**

**25     5.2.1 Where the Buyer has chosen Pre-Paid Postage:**

**26     (a) the Buyer will pay an amount equal to the Authorised Deposit to the Supplier in cleared funds on the same day of each Month;**

**27             (b) the Buyer can make as many additional payments to the Supplier to be applied to Meter Resets at any time in its absolute discretion and the Supplier cannot make any additional charges for or in relation to any additional payments made under this Paragraph;**

**28     (c) the Supplier must credit the Buyer's Pre-Paid Postage Amount with each Authorised Deposit and additional payment it receives from the Buyer;**

**29     (d) the Supplier must reset the Buyer's Meter as required up to the credit balance of the Buyer's Pre-Paid Postage Amount at any time;**

**30     (e) the Buyer is entitled to unlimited Meter Resets during the Call-Off Contract Period and the Supplier cannot make any additional charges for or in relation to any Meter Reset;**

**31     (f) the Supplier must notify the Buyer in writing of the balance of their Pre-Paid Postage Amount on demand; and**

**32     (g) the balance of the Pre-Paid Postage Amount can never be less than £0.00.**

**33     5.2.4 The Parties can vary the amount of the Authorised Deposit by prior written agreement at any time during the Call-Off Contract Period.**

**34     5.2.5 The Supplier will not account to the Buyer for any interest earned on any credit balance of the Pre-Paid Postage Amount but will retain for the Supplier's benefit any income accruing on the Buyer's Pre-Paid Postage Amount.**

**35     5.2.6 If the Pre-Paid Postage Amount at any time equals or exceeds the amount stated by the Buyer in Framework Schedule 6 (Order Form Template and Call-Off Schedules), the Supplier must refund an amount equal to the balance between the Pre-Paid Postage Amount and the Authorised Deposit to the Buyer and the Buyer must provide the Supplier with written instructions for sending the monies to the Buyer.**

**36     5.2.7 The Supplier must pay an amount equal to the Pre-Paid Postage Amount to the Buyer on twenty (20) Working Days written notice of a change of payment method (by either the Buyer or Supplier) and the Buyer must provide the Supplier with written instructions for sending the monies to the Buyer.**



5.2.8 Any outstanding amounts due in respect of the Pre-Paid Postage Amount at the end of the Call-Off Contract (for whatever reason) shall be paid by the Supplier to the Buyer within fourteen (14) days of the end of the Call-Off Contract.

**37      5.3 Postage in Arrears**

**38      5.3.1 Where the Buyer has chosen Postage In Arrears the Buyer will agree the Credit Limit Amount with the Supplier and set up an account in order to receive statements of account from the Supplier.**

5.3.2 On the same day of each Month the Buyer will receive a statement of account from the Supplier and will make a payment in respect of the Postage in Arrears for the preceding Month using the payment method described in the Order Form by the due date.

5.3.3 The payment referred to in paragraph 5.3.2 shall be a minimum of 50% (fifty per cent) of the amount owing on the statement of account.

5.3.4 If the Postage in Arrears is not paid off in full by the due date the Buyer shall pay interest on the amount outstanding (the **"Unpaid Amount"**) at the rate of 3% (three per cent) above the base rate of the Bank of England, as varied from time to time.

5.3.5 Interest shall accrue daily and shall be payable Monthly in arrears, at the same time and in addition to any payment in respect of the Postage in Arrears pursuant to paragraph 5.3.2.

5.3.6 If the Buyer fails to make any payment due under this Schedule on the due date for payment, interest on the Unpaid Amount shall accrue daily, from the date of non-payment to the date of actual payment, at 1% (one per cent) above the rate specified in paragraph 5.3.4. Interest accrued under this paragraph 5.3.6 shall be immediately payable by the Buyer on demand by the Supplier. This paragraph shall not apply in the event that at least the minimum payment described in paragraph 5.3.3 is paid.

**39      5.3.7 Whenever the Buyer makes a payment under paragraph 5.3.2 the Supplier shall credit the Buyer's Meter as required up to the credit balance of the Buyer's Credit Limit Amount.**

**40      5.3.8 The Buyer can make as many additional payments to the Supplier at any time in its absolute discretion and the Supplier cannot make any additional charges for or in relation to any additional payments made under this paragraph.**

**41      5.3.9 The Parties can vary the Credit Limit Amount by prior written agreement at any time during the Call-Off Contract Period, but in no circumstances shall the Credit Limit Amount exceed a Buyer's forecasted annual postage costs. If it appears that the Buyer's forecasted annual postage costs are likely to exceed the Credit Limit Amount the Parties shall meet within fourteen (14) days to agree an action plan. The action plan may include measures to:**

5.3.9.1            increase the Credit Limit Amount;



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5.3.9.2 reduce the Credit Limit Amount;

5.3.9.3 require the Buyer to make a payment to ensure the Credit Limit Amount is not breached;

5.3.9.4 address how the Buyer will ensure the Credit Limit Amount is not breached for the remainder of the Call-Off Contract.

**42 5.3.10 If the Parties fail to agree an action plan or a dispute arises in relation to the action plan the Parties shall resolve such dispute in accordance with Clause 34 of the Core Terms.**

**43 5.3.11 At the end of the Call-Off Contract (for whatever reason) the Supplier shall issue a final statement and the Buyer shall make a final payment to the Supplier with all outstanding sums due to the Supplier being paid.**

