

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

CALL-OFF REFERENCE:	C239581
THE BUYER:	NHS Business Services Authority
BUYER ADDRESS	Stella House, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne, United Kingdom, NE15 8NY
SUPPLIER REFERENCE	MVD2/0401241
THE SUPPLIER:	Virgin Media Business Limited
SUPPLIER ADDRESS:	500 Brook Drive, Reading, United Kingdom, RG2 6UU
REGISTRATION NUMBER:	01785381
DUNS NUMBER:	289824328
SID4GOV ID:	N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 04 January 2024.

It's issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT(S):  
Lot 2 Mobile Voice & Data Services

### 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) RM6261
3. Framework Special Terms

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6261
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6261
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 11 (Installation Works)
  - Call-Off Schedule 14 (Service Levels)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6261

7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### CALL-OFF SPECIAL TERMS

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

1. Special Term 1 – Mobile Services Terms as set out in Annex A to this Order Form
2. Special Term 2 – Mobile Equipment Terms as set out in Annex B to this Order Form

CALL-OFF START DATE: 29<sup>th</sup> January 2024

CALL-OFF EXPIRY DATE: 28<sup>th</sup> January 2026

CALL-OFF INITIAL PERIOD: 2 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 2 periods of up to 12 months each

## MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

### CALL-OFF DELIVERABLES

Full details are set out in Call-Off Schedule 5 (Pricing Details)

### MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£7,403.00** Estimated Charges in the first 12 months of the Contract.

### CALL-OFF CHARGES

Full details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices and Catalogue).

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law

Total contract value for initial contract period of 2 years = **£14,806.00**.

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

Direct Debit or electronic transfer

### BUYER'S INVOICE ADDRESS:

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### BUYER'S AUTHORISED REPRESENTATIVE

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**BUYER'S ENVIRONMENTAL POLICY**  
N/A

**SECURITY REQUIREMENTS**  
In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies

**BUYER'S SECURITY POLICY**  
Not Applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

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**SUPPLIER'S CONTRACT MANAGER**

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**PROGRESS REPORT FREQUENCY**  
On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**  
Quarterly on the first Working Day of each quarter

**KEY STAFF**  
Not Applicable

**KEY SUBCONTRACTOR(S)**  
Telefonica UK Limited  
500 Brook Drive, Reading, United Kingdom, RG2 6UU  
Registration number: 1743099

**COMMERCIALLY SENSITIVE INFORMATION**  
The following is the Supplier's Commercially Sensitive Information: Call-Off Order Form including Call-Off Schedule 4 (Call-Off Tender), Call-Off Schedule 5 (Pricing Details), Supplier's Business Continuity and Disaster Recovery Plan and all Supplier's policies.

**SERVICE CREDITS**  
Not applicable  
Framework Ref: RM6261  
Project Version: v2.1  
Model Version: v3.8

#### ADDITIONAL INSURANCES

Not applicable

#### GUARANTEE

Not applicable

#### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

#### STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

Part C (No Staff Transfer On Start Date)

Part E (Staff Transfer on Exit) will apply to every Contract.

#### BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Part A, the Supplier's BCDR Plan at Annex 1 will apply

#### SERVICE LEVELS AND SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B Annex B to Part A: Service Levels for Lot 2

The Service Period is a recurrent period of 1 month during the Call-Off Contract Period

For and on behalf of the Supplier:		For and on behalf of the Buyer:	



