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Direct Award Order Form

CALL-OFF REFERENCE: [REDACTED]

THE BUYER: Ministry of Justice

BUYER ADDRESS 102 Petty France, London, United Kingdom

SUPPLIER REFERENCE [REDACTED]

THE SUPPLIER: Virgin Media Business Limited

SUPPLIER ADDRESS: 500 Brook Drive, Reading, RG2 6UU

REGISTRATION NUMBER: 01785381 **DUNS NUMBER:** 289824328 **SID4GOV ID:** 289824328

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated as per the latest date of signature below.

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 1 – Mobile Voice and Data Services Catalogue

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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

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- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6261
 - Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - 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

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 REDACTED

CALL-OFF START DATE: [date of signature]

CALL-OFF EXPIRY DATE: [12 months from above]

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD N/A

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

30 days, subject to section **Error! Reference source not found.** of the Call-Off Charges section of this Order Form.

CALL-OFF DELIVERABLES

Mobile Equipment: as detailed in the Supplier's Mobile Voice and Data Services Catalogue.

The same deliverables are also detailed in the Supplier's Lot 1 Capture Requirements (CR) Form that accompanies this Call Off Contract.

MAXIMUM LIABILITY

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

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,548,191.54 based on the Buyer's expected purchases of Committed Devices during the first Contract Year and the current prices for Committed Devices as set out in the Device Services Catalogue.

CALL-OFF CHARGES REDACTED

REIMBURSABLE EXPENSES

None

PAYMENT METHOD REDACTED

BUYER'S INVOICE ADDRESS:

Address: Floor 3, Post Point 3.27, 10 South Colonnade, Canary Wharf, London, E14 4PU

BUYER'S AUTHORISED REPRESENTATIVE REDACTED

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

SECURITY REQUIREMENTS

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

SUPPLIER'S AUTHORISED REPRESENTATIVE REDACTED

SUPPLIER'S CONTRACT MANAGER REDACTED

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

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KEY SUBCONTRACTOR(S)

Telefonica UK Limited

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]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]