



G-Cloud 14 Call-Off Contract

This Call-Off Contract for the G-Cloud 14 Framework Agreement (RM1557.14) includes:

G-Cloud 14 Call-Off Contract

Part A: Order Form

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Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

Platform service ID number	8053 9987 8992 251
Call-Off Contract reference	CPD4128100
Call-Off Contract title	Provision of Consultation Services
Call-Off Contract description	Provision of end to end consultation services and Calls for Evidence services for MHCLG and its ALBs.
Start date	10 February 2025
Expiry date	9 February 2028
Call-Off Contract value	Up to a maximum of £4,500,000 (excluding VAT)

Charging method	Invoice / BACS
Purchase order number	To be provided by the Buyer

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

From the Buyer	Ministry of Housing, Communities & Local Government Fry Building 2 Marsham Street London SW1P 4DF
To the Supplier	Livewire Consultancy Ltd 33 Nicholas Way Northwood Middlesex HA6 2TR Company No. 11363297
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: <REDACTED>

Name: <REDACTED>

Email: <REDACTED>

Phone: <REDACTED>

For the Supplier:

Title: <REDACTED>

Name: <REDACTED>

Email: <REDACTED>

Phone: <REDACTED>

Call-Off Contract term

Start date	This Call-Off Contract Starts on 10 February 2025 and is valid for 36 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier one month's written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <p>Lot 2: Cloud software</p>
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> • Public Consultation • Reporting • Automation • Analysis and reporting
Additional Services	<p>Bespoke Data Analysis, Project Management, Ongoing Support, Access To Data Sets (directly or indirectly), Access To Specialist Systems, Ongoing Services, Access To Specialist Data Management and Data Science, Visualization Resources.</p>
Location	<p>The Services will be delivered remotely / virtually.</p>
Quality Standards	<p>The quality standards required for this Call-Off Contract are set out in the Supplier's Service Definition: https://www.applytosupply.digitalmarketplace.service.gov.uk/g-cloud/services/123200095441060 </p>
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are set out in the Supplier's Service</p>

	<p>Definition:</p> <p>https://www.applytosupply.digitalmarketplace.service.gov.uk/g-cloud/services/123200095441060</p>
Service level agreement:	The service level and availability criteria required for this Call-Off Contract will be agreed by both parties for each assignment.
Onboarding	The onboarding plan for this Call-Off Contract will be agreed by both parties for each assignment.
Offboarding	The offboarding plan for this Call-Off Contract will be agreed by both parties for each assignment.
Collaboration agreement	Not applicable.
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss or damage to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1,000,000 per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ol style="list-style-type: none"> 1. Timely provision of data and new information. 2. Ongoing and timely engagement with the Supplier.
Buyer's equipment	<p>No Buyer's equipment will to be used for this Call-Off Contract.</p> <p>Reason: Service is to be delivered remotely / virtually.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>Chapel House Group. <i>(Specific entities within this group include DT Dynamics Ltd and CRBG Ltd).</i></p>
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is via invoice / BACS.
Payment profile	The standard payment profile for this Call-Off Contract is monthly in arrears, except for any specified payment plan within a commercial proposal. Payment Schedule
Invoice details	The Supplier will issue electronic invoices monthly in arrears, unless otherwise stated within a commercial proposal. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be sent to: <REDACTED>
Invoice information required	All invoices must include a valid purchase order number, detailed description of the goods/services provided, start/end dates and any other relevant supporting information. Failure to provide this information may result in invoices being rejected.
Invoice frequency	Invoices will be sent to the Buyer on a Monthly basis, except for any milestone payments specified in a commercial proposal.

Call-Off Contract value	The maximum total value of this Call-Off Contract is £4,500,000 (excluding VAT) . <i>This applies to the initial contract term and any subsequent extension period. For the avoidance of doubt, this value is in no way an indication of the volume of work or commitment by The Buyer to commission work.</i>
Call-Off Contract charges	Services commissioned within the call off contract term shall be based on the specified daily rates or a negotiated project arrangement. Any additional services must be agreed in writing and in advance by both parties and are subject to budgetary approval.

Additional Buyer terms

Performance of the Service	Implementation Plans, exit and offboarding plans and milestones will be agreed by both parties for each assignment.
Guarantee	Not applicable.
Warranties, representations	As incorporated within Framework Agreement clause 2.3.
Supplemental requirements in addition to the Call-Off terms	Successful and timely delivery by the Supplier is dependent upon the Buyer's prompt provision of data and the stakeholder's dashboard requirements.
Alternative clauses	Not applicable.

Buyer specific amendments to/refinements of the Call-Off Contract terms	Not applicable.
Personal Data and Data Subjects	In the event that analysis or reporting of personal data is required for any specific assignment under this Call-Off Contract, Schedule 7, Annex 1 / Annex 2 shall be completed and agreed between both parties.
Intellectual Property	Any outputs including reports and unique methodologies from this contract will be owned by the Buyer. For the avoidance of doubt, this means that the Buyer will not be required to pay for the development of any unique methodologies beyond any initial commission.
Social Value	The Supplier shall involve at least 1 apprentice in the delivery of the services under this Call-Off Contract.
Performance Indicators	<p>Data supplied by the Supplier in relation to Performance Indicators is deemed the Intellectual Property of the Buyer and may be published by the Buyer.</p> <p>The Performance Indicators needed from the Supplier for future publication or otherwise will be set out by the Buyer for each assignment under this Call-Off Contract.</p>

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clauses 8.3 to 8.6 inclusive of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.14.

Signed	Supplier	Buyer
Name	<REDACTED>	<REDACTED>
Title	<REDACTED>	<REDACTED>
Signature	<REDACTED>	<REDACTED>
Date	07.02.2025	13.02.2025

2.2 The Buyer provided an Order Form for Services to the Supplier.

Buyer Benefits

For each Call-Off Contract please complete a buyer benefits record, by following this link:

[G-Cloud 14 Customer Benefit Record](#)