

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

### **Order Form**

Call-Off Reference: DDaT23070

Call-Off Title: PCA Website

Call-Off Contract Description: The Cabinet Office has granted exemption from [www.gov.uk](http://www.gov.uk) on the ground of the need for separation of powers. The PCA therefore needs to develop its own website.

The PCA is the independent regulator responsible for enforcing the statutory Pubs Code, in force since July 2016. The Code regulates the relationship between all pub companies owning 500 or more tied pubs in England and Wales and their tied tenants. The pub companies currently covered by the Code are:

- Admiral Taverns Limited
- Stonegate (trading name of Ei Group Limited)
- Greene King Limited
- Marston's PLC
- Punch Taverns Limited
- Star Pubs & Bars Limited

The Code has two over-arching principles – to ensure:

- fair and lawful dealing by pub companies in relation to their tied tenants
- that individual tied tenants should not be worse off than they would be if they were free of the tie (the 'no worse off' principle).

The PCA is sponsored by the Department for Business & Trade. The PCA has a statutory duty to provide arbitration in Pubs Code disputes between regulated pub companies and their tied tenants, either by arbitrating in person, or by appointing another arbitrator to do so.

PCA is a small independent public body with 12 staff based in Birmingham. The PCA's target audience is businesses in the tied pub trade, and in particular tied pub tenants who have Pubs Code rights. The PCA publishes a broad range of information on those rights, and information about the operation of the Code and Adjudicator for the benefits of stakeholders. The PCA, with appropriate consent from the parties, publishes arbitration awards and summaries to promote transparency on the arbitration process within the industry. The PCA offers an enquiry service supported by a webform. Its resources for engagement with stakeholders are limited and it seeks to maximise its reach. Permitting tied tenants to easily self-service information on their rights, understand and respond to the Code's strict statutory deadlines, will support this aim.

The Buyer: Pubs Code Adjudicator (PCA)

Buyer Address:

Pubs Code Adjudicator, 4th Floor, 23 Stephenson Street, Birmingham, England, B2 4BJ, United Kingdom

The Supplier: Zoocha Limited

Supplier Address: The Seed Warehouse, The Wash, Hertford SG14 1PX

Registration Number: 07048429

DUNS Number: 216248835

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**Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated Monday 15<sup>th</sup> January 2024.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

**Call-Off Lot**

Lot 1: Digital Outcomes

**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) RM1043.8

3 The following Schedules in equal order of precedence:

- Joint Schedules for RM1043.8
  - 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) RM1043.8

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## ● Call-Off Schedules for RM1043.8

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 20 (Call-Off Specification)

4 CCS Core Terms (version 3.0.11)

5 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

6 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: None

Call-Off Start Date: Friday 9<sup>th</sup> February 2024

Call-Off Expiry Date: Friday 9<sup>th</sup> August 2024 – There will be the option for a 2 week break clause at the end of each stage.

Call-Off Initial Period: 6 months

Call-Off Contract Value: £99,950.00 excluding VAT

**Call-Off Deliverables**

See details in Call-Off Schedule 20 (Call-Off Specification)

**Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 30 days against all obvious defects.

**Buyer's Standards**



From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and

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current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification).

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Cyber Essentials Plus – certificate number 9d9e7022-489d-47d7-a62a-540c82631919

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£99,950.00**.

### **Call-Off Charges**

Capped Time and Materials (CTM)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

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

### **Reimbursable Expenses**

Not Applicable

### **Payment Method**

BACS

### **Buyer's Invoice Address**

Invoices shall be sent to [REDACTED]

### **Buyer's Authorised Representative**

[REDACTED]

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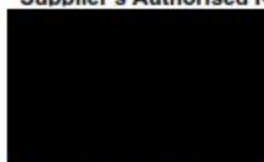
#### **Buyer's Environmental Policy**

N/A

#### **Buyer's Security Policy**

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-fr amework>

#### **Supplier's Authorised Representative**



Second Floor, Seed Warehouse, The Wash, Hertford, SG14 1PX

#### **Supplier's Contract Manager**



Second Floor, Seed Warehouse, The Wash, Hertford, SG14 1PX

#### **Progress Report Frequency**

Daily informal Scrum sessions to report on progress

On the first Working Day of each calendar month

#### **Progress Meeting Frequency**

Daily informal Scrum sessions to report on progress

Sprint planning and retrospective sessions at the end of each sprint

Quarterly on the first Working Day of each quarter

**Key Staff**

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Second Floor, Seed Warehouse, The Wash, Hertford, SG14 1PX



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01992 256701

dave@zoocha.com

Second Floor, Seed Warehouse, The Wash, Hertford, SG14 1PX

**Key Subcontractor(s)**

Not Applicable

**Commercially Sensitive Information**

Not Applicable

**Service Credits**

Not Applicable

**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)

**Statement of Works**

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During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

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

Signature: [REDACTED]

Name: [REDACTED]

Role: CEO

Date: 08/02/2024

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

Signature: [REDACTED]

Name: [REDACTED]

Role:

Pubs Code Adjudicator

Date:

9 February 2024

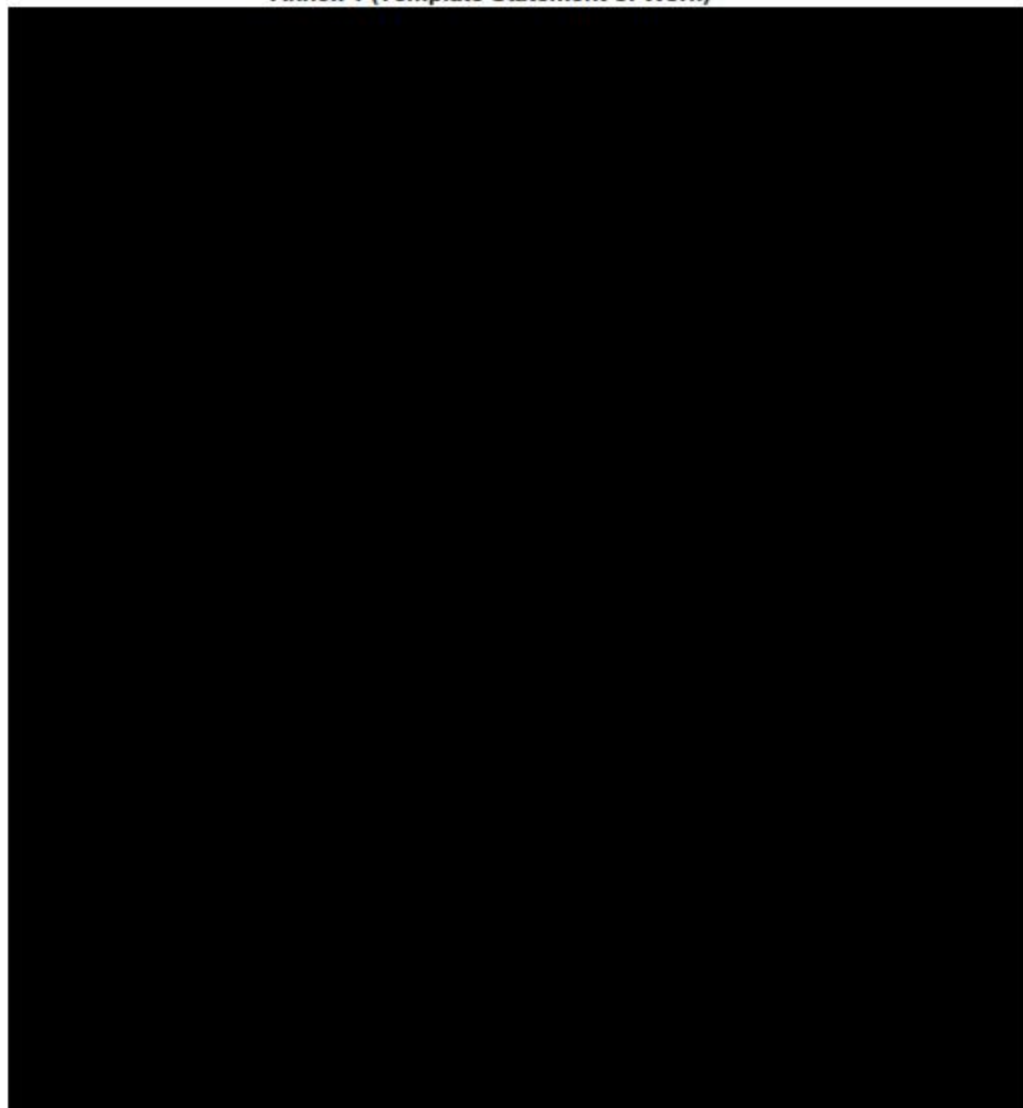


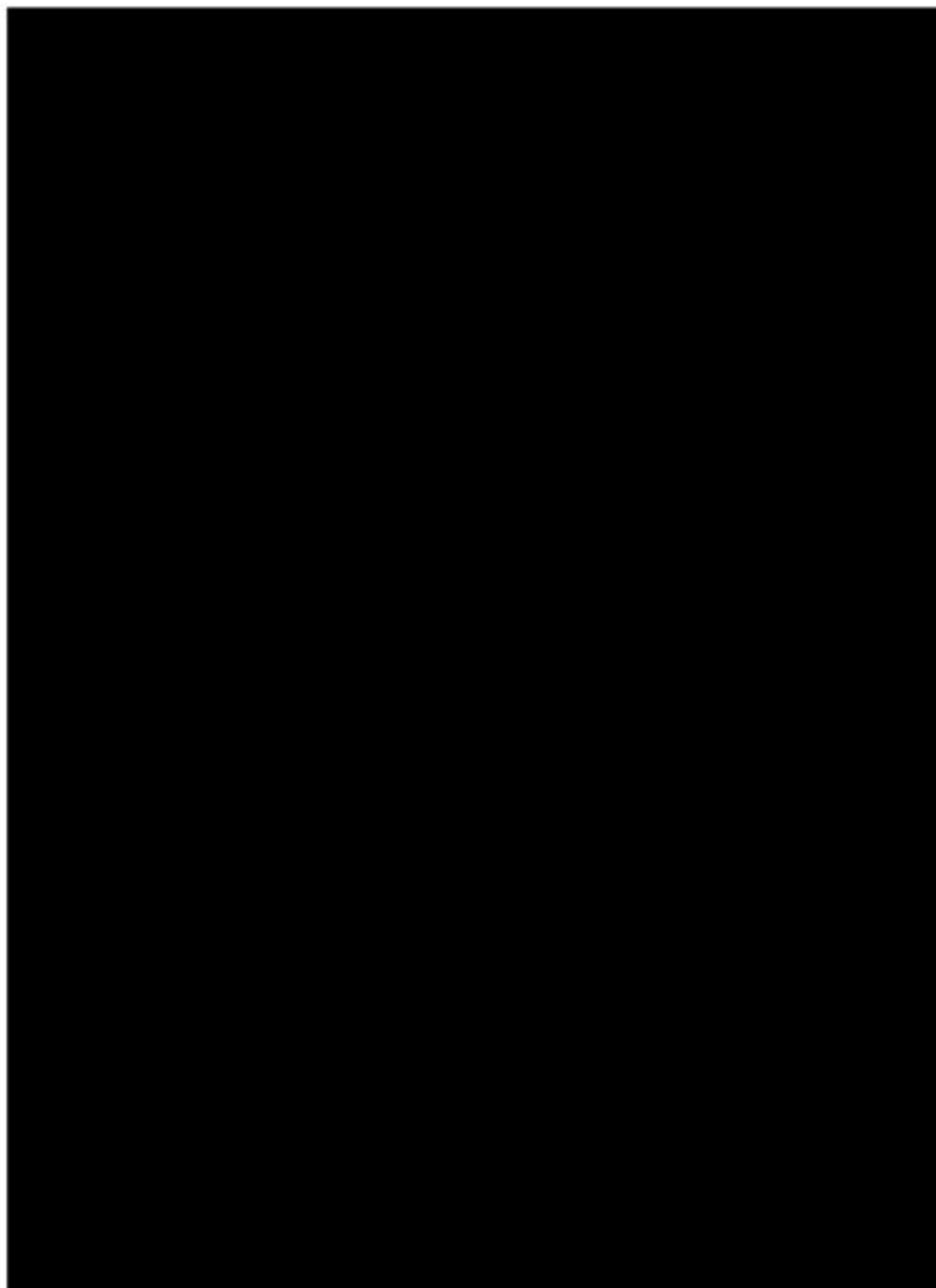
## **Appendix 1**

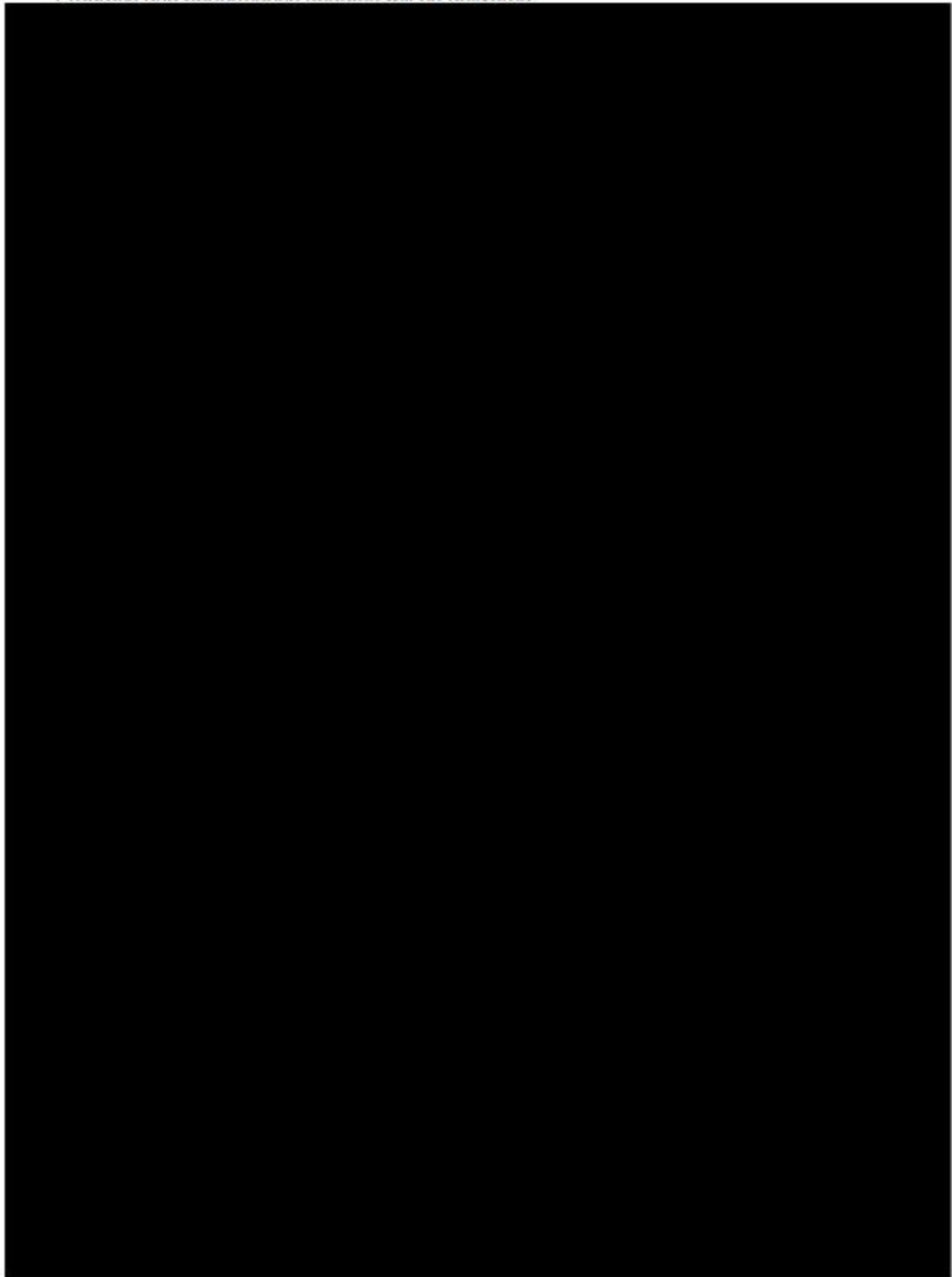
The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

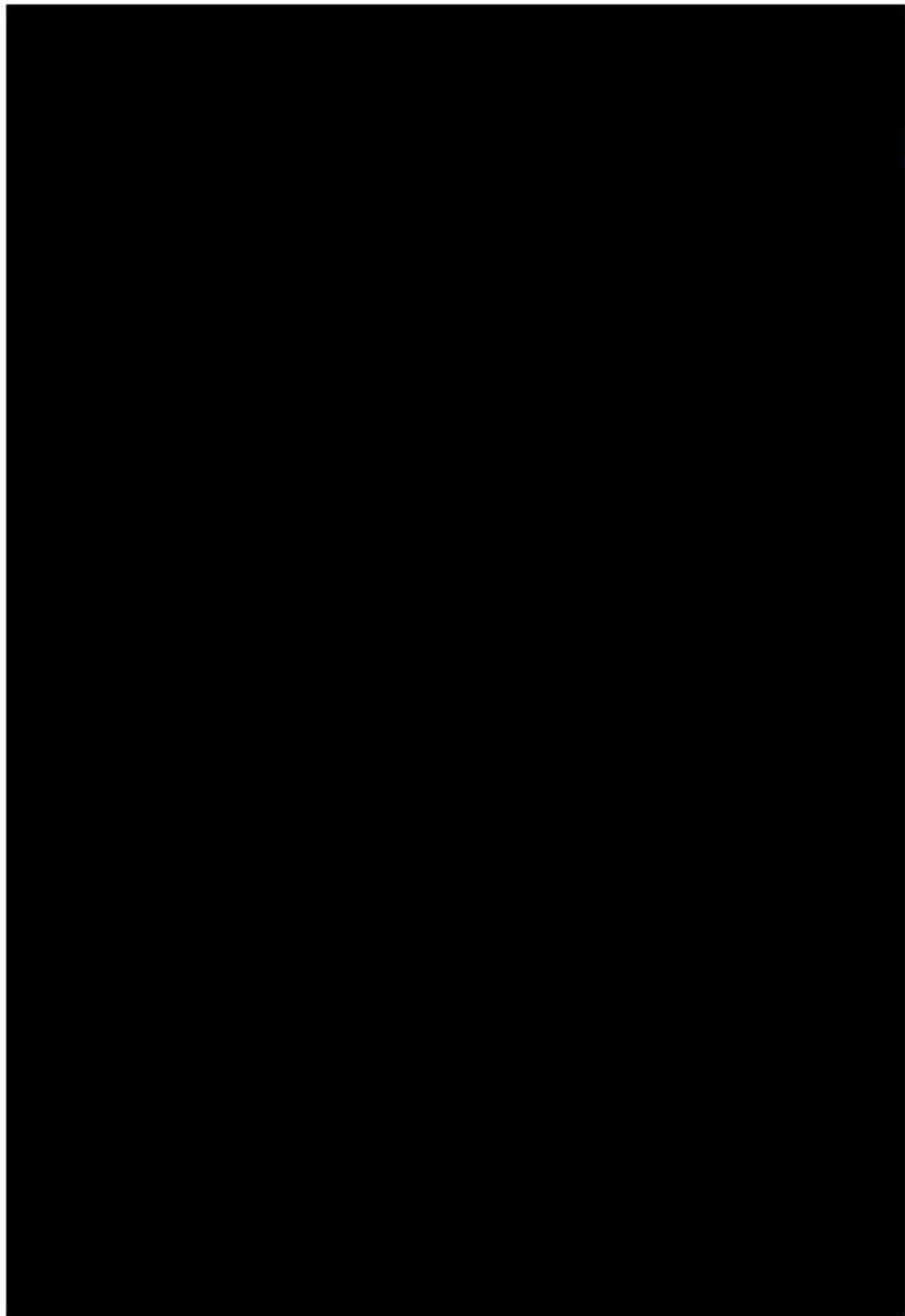
Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

**Annex 1 (Template Statement of Work)**











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### **Annex 2: Processing Personal Data**

1 This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Paragraph 3 to Paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• This project will process quantitative data related to arbitration statistics and financial and numerical information reported by the six pub companies regulated by the Pubs Code Adjudicator (PCA) and other stakeholders. Qualitative information covering tied tenant's experiences of the Pubs Code, notes of meetings between stakeholders and the PCA are other information shared by stakeholders are published for public viewing.</li> <li>• The use of names and contact details of stakeholders will be necessary as part of the user research undertaken as part of the development of the website and related to information that the PCA uploads to its website. Confirmation is taken from participants prior to any information being released. The PCA holds a privacy notice accessible to data subjects when collecting this information at source. This privacy notice reflects a lawful basis for processing under Article 6 and 9 respectively under the UK GDPR.</li> <li>• The processing of names and business contact details of staff of both Contracting Authority and Supplier will be necessary to deliver the services exchanged during the course of the contract, and to undertake contract and performance management.</li> </ul>
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	<ul style="list-style-type: none"> <li>• The contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier.</li> <li>• The Supplier is required to be UK GDPR compliant.</li> </ul>
<p>Duration of the Processing</p>	<p>Processing will take place from the start of the contract and should begin no later than 12/01/24. This will run until the end of the contract, no longer than 6 months after the start date.</p>

<p>Nature and purposes of the Processing</p>	<p style="text-align: center;">UK OFFICIAL</p> <p>The nature of the Processing: collection, organisation, structuring, storage, adaptation or alteration, retrieval and analysis of the views of stakeholders. This also covers the sharing of information between the Contractor and Supplier. The purpose: To allow information to be taken during user testing to gather views of participants and test the development of the new website. In respect of the Supplier holding information related to the PCA during the build of the website and any movement of information from the current gov.uk website to an independent platform. New information will also be uploaded to the new website. This will allow all interested parties to view information and data related to the PCA easily and effectively.</p>
<p>Type of Personal Data</p>	<p>A range of characteristics may be included:</p> <ul style="list-style-type: none"> <li>● Name</li> <li>● Home or business address</li> <li>● Contact information – i.e., telephone, email address</li> <li>● Business title</li> <li>● Age</li> <li>● Disability status</li> <li>● Ethnicity</li> </ul> <p>Building/Premises Characteristics: type of pub run, nature of contractual arrangement with pub company and description of business relationship.</p> <p>Attitudes, Opinions and Behaviours: responses to any user surveys. Responses to Annual Tied Tenant Survey.</p> <p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the contract.</p>

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<p>Categories of Data Subject</p>	<p style="text-align: center;">UK OFFICIAL</p> <p>Members of the public in England and Wales.</p> <p>All interested parties/stakeholders (including tied tenants, regulated businesses and trade bodies) related to the work of the Pubs Code Adjudicator.</p> <p>Staff of the Contracting Authority and the Supplier, including where those members of staff who are named within the contract itself or involved within the contract management.</p>
<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The Supplier should delete any personal data they may have saved as part of the contract and erase the personal data from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the contract. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p> <p>Where personal data is contained within the contract documentation, this will be retained in line with the PCA's privacy notice.</p> <p>The PCA will continue to uphold all GDPR requirements.</p>

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