

1. Application

1.1. These Terms and Conditions shall apply to the Call Off Contract.

1.2 The Call Off Contract shall be deemed to incorporate these Terms and Conditions and the provisions of the Agreement.

2. Interpretation

2.1 The “Agreement” means the Framework Agreement pursuant to which the Call Off Contract is entered into by the Company and the Supplier.

2.2 The “Call Off Contract” means the agreement entered into by the Company and the Supplier pursuant to the Agreement to which these Terms and Conditions apply and under which the Supplier is to provide the Service which is the subject of these Terms and Conditions.

2.3 A “business day” means a day other than a Saturday or bank holiday.

2.4 Headings are for convenience only and shall not affect the interpretation.

3. Service

3.1 With effect from the commencement of the Call Off Contract, the Supplier shall provide the Service to the Company.

3.2 The Supplier shall use reasonable care and skill to ensure the performance of the Service and shall ensure compliance with any and all relevant codes of practice.

3.3 The Supplier shall use its best and reasonable endeavours to complete its performance of the Service within the time agreed as set out in the order and it shall not be of the essence in the performance of these obligations.

4. Company Obligations

4.1 The Company shall use its best and reasonable endeavours and all relevant information, materials, and equipment to enable the Supplier to provide the Service.

4.2 The Company shall use its best and reasonable endeavours to acquire any permissions, consents, licences or other matters which are required to enable the Supplier to provide the Service.

4.2 The Supplier shall not be liable for any delay in the performance of the Service where such delay or non-performance is due to the Company’s failure to comply with its obligations under this Clause 4.

5. Fees [and Deposit]

5.1 The fees (“Fees”) for the Service are set out in the Schedule of Fees.

5.2 In addition to the Fees, the Supplier shall be entitled to recover from the Company reasonable and / or services supplied in connection with the Service.

5.3 The Company shall pay the Supplier the Fees and any other charges provided by the Supplier that are not included in the Fees, at the rate specified in the order in accordance with the Schedule of Fees, in effect at the time of performance or supply of the Service to the Company. The provisions of sub-Clause 5.5 shall apply to the Fees.

5.4 The Fees are [inclusive] OR [exclusive] of any taxes or levies imposed or charged by any competent authority.

5.5 The Company shall be required to pay the Fees to the Supplier as detailed in the order either at the time of accepting the order or within <<insert period>> days of the date of the order.

5.6 If the Company does not pay the Fees to the Supplier in accordance with sub-Clause 5.5 the Supplier shall have the right to withhold performance of the Service until the Deposit is received or may terminate in accordance with Clause 9.

5.7 The Deposit shall be non-refundable unless the Supplier fails to provide the Service and is at fault for such failure (where the failure is not the fault of the Supplier).]

6. Quotation, Contract and Variation

6.1 The Supplier is not obliged to accept an order unless the Company has supplied references which are requested in the quotation.

6.2 Any quotation is valid for a period of <<insert period>> days unless expressly withdrawn by the Supplier.

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6.3 If the Company wishes to vary any de possible. The Supplier shall endeavour invoiced to the Company.

6.4 If, due to circumstances beyond its c arrangements relating to the provision the endeavour to keep any such changes to close to the original as is reasonably poss

7. Payment

7.1 Following the Supplier's acceptance either:

(a) upon completion of its provision of the
(b) on the invoice dates set out in the ord

7.2 The Company shall pay the Fees du otherwise in accordance with any credit te

7.3 Time for payment shall be of the esse

7.4 If the Company fails to make payment Company interest at the rate of <<insert p rate from time to time on the amount outs

7.5 If the Company fails to make payment right to suspend any further provision of been ordered by, or otherwise arranged v

7.6 Receipts for payment will be issued by

7.7 All payments must be made in <<in Supplier and the Company.

8. Subcontracting

Where the Supplier sub-contracts the pr and all sub-contractors are reasonably s charges that may be incurred through the

9. Termination

9.1 The Supplier may terminate the provis

(a) the Company commits a material bre any other provisions of the Call Off Contra

(b) the Company is or becomes the subje provision for the relief of insolvent debtors

(c) the Company enters into a voluntary a scheme or arrangement is made with its d

(d) the Company convenes any meeting o a receiver, manager, administrator or undertakings or any part thereof, any administrator in respect of the Company

Company or any of its directors or by a qu B1 of the Insolvency Act 1986), a resolut

of the Company or for the granting o proceedings are commenced relating to t

10. Intellectual Property

The Supplier reserves all copyright and a the products of, or in connection with, the such action as may be appropriate to r rights.

11. Liability and Indemnity

11.1 The Supplier will not by reason of ar duty at common law or under these Term be liable for any loss of profit or any ind other claims (whether caused by the S

AND CONDITIONS (SERVICES)

st notify the Supplier in writing as soon as changes and additional costs shall be

o make any change in the Service or the company immediately. The Supplier shall k to offer the Company arrangements as s.

shall invoice the Company for the Fees

> of the date of the Supplier's invoice or Supplier and the Company.

een the Supplier and the Company.

-Clause 7.2, the Supplier shall charge the m above the <<insert bank name>> base received in full.

o-Clause 7.2, the Supplier shall have the cel any future services which may have

Company's request.

otherwise agreed in writing between the

any part thereof it shall ensure that any ctices and shall not pass any additional tors on to the Company.

diately if:

der these Terms and Conditions or under

or takes advantage of any other statutory

of the Insolvency Act 1986, or any other

o voluntary or compulsory liquidation, has appointed in respect of its assets or

th the court for the appointment of an appoint an administrator is given by the

holder (as defined in para. 14 of Schedule presented to any court for the winding up

er in respect of the Company, or any insolvency of the Company.

property rights (if any) which may subsist in e. The Supplier reserves the right to take

infringement of such intellectual property

l warranty, condition or other term, or any other provisions of the Call Off Contract,

ential loss, damage, costs, expenses or ents or otherwise) in connection with its

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provision of the Service or the perform
Conditions or any other provisions of the
supplied.

11.2 The Company shall indemnify the S
by the Supplier arising from any loss or d
caused by the Company [or its agents or

11.3 Nothing in these Terms and Condit
exclude the Supplier's liability for death o
for which it would be unlawful to exclude c

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her obligations under these Terms and
the use by the Company of the Service

ges, costs, claims and expenses suffered
t (including that belonging to third parties)

ons of the Call Off Contract shall limit or
by its negligence or for any other matters

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