Crown Commercial Service

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[Template] Call Off Order Form for Management Consultancy Services

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12/08/2013

**FRAMEWORK SCHEDULE 4**

**[TEMPLATE] CALL OFF ORDER FORM**

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| --- |
| *Guidance Note: The Parties' attention is drawn to the various guidance notes and information/schedules in square brackets to complete/settle prior to signing the Call Off Contract, which are highlighted in YELLOW in this document.* *Before any Call Off Contract is entered, the Customer should ensure that all guidance notes and text highlighted in YELLOW have been addressed/settled (as appropriate, including deletion of all the Guidance Notes highlighted in YELLOW).* *Customers awarding a Call Off Contract by way of a Further Competition Procedure should note that they are responsible for identifying any parts of the Supplier’s response to the Customer’s Statement of Requirements which are relevant to the Call Off Contract and incorporating them before signature. Alternatively (or in addition) the Supplier’s whole response to the Statement of Requirements can be inserted in Call Off Schedule 2 (Services).**The guidance notes have been included to assist the Customer in completing the required information with sufficient detail, but are not exhaustive.* *If the Customer requires the assistance of the Supplier to fill in certain sections of the Template Call Off Order Form prior to those becoming the Call Off Contract, this will be agreed between the parties.**Delete this page before entering the Call Off Contract.* |

12/08/2013

PART 1 – [TEMPLATE] CALL OFF ORDER FORM

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| --- |
| *Guidance Note: In completing the Template Call Off Order Form, Customers must ensure that theyact in compliance with Framework Schedule 5 (Call Off Procedure) and the provisions of Regulation 33. In particular, Customers entering into the Call Off Contract following a direct award should complete the Template Call Off Order Form without modification to the Template Call Off Terms governing the provision of the Services; and by inserting or confirming only those sections which are necessary for the Call Off Contract to be formed without re-opening competition. Customers entering into the Call Off Contract following a Further Competition Procedure should note, in particular, the requirements under paragraphs 6 and 11 of Regulation 33; and complete the Template Call Off Order Form by reference to the Statement of Requirements and the Call Off Tender submitted during the Further Competition Procedure.*  |

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of **[****]** dated **04 September 2018**.

|  |
| --- |
| *Guidance Note: specify above the type ofServices provided under the Framework Agreement between the Customer and the Supplier pursuant to which this Call Off Contract is entered into.* |

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

|  |  |  |
| --- | --- | --- |
| Order Number | **[ ]** | *Guidance Note: Include order number.* |
| From | **[ ]****("CUSTOMER")** | *Guidance Note: Specify the full name of the Customer and the Customer Representative.* |
| To | **[ ]** **("SUPPLIER")** | *Guidance Note: Specify the full name of the Supplier and the Supplier Representative.* |
| Date  | **[ ]** **("DATE")** | *Guidance Note: Insert the date on which the Initial Period is to commence.* |

SECTION B

1. call off contract period

|  |  |  |
| --- | --- | --- |
|  | **Commencement Date**: **[ ]** | *Guidance Note: insert the commencement date.* |
| * 1.
 | **Expiry Date**:End date of Initial Period: **[ ]**End date of Extension Period: **[ ]**Minimum written notice to Supplier in respect of extension: **[ ]** | *Guidance Note: insert the date on which the Initial Period is to expire; the end date of any Extension Period; and the minimum period of written notice to be given to the Supplier where the Call Off Contract is to be extended from the expiry of the Initial Period (it is suggested that for long term contracts this should normally be no less than 3 months). See Clause 5 (Call Off Contract Period).* |

1. Services

|  |  |  |
| --- | --- | --- |
| 2.1.  | **Services required**: In Call Off Schedule 2 (Services) | *Guidance Note: include a description of the Services required under this Call Off Contract.**Details of all the Services available at framework level can be found in Part A of Framework Schedule 2 (Services).* *If awarding the Call Off Contract by way of direct award, Call Off Schedule 2 (Services) should reflect the documentation issued to the Supplier in accordance with paragraph 2 of Framework Schedule 5 (Call Off Procedure).* *If awarding the Call Off Contract by way of Further Competition Procedure, Call Off Schedule 2 (Services) should reflect the Statement of Requirements issued to the Suppliers in accordance with paragraph 3.1. of Framework Schedule 5 (Call Off Procedure). This should be refined to include any additional information submitted by the successful Supplier in response to the Statement of Requirements.* *For example:**- details of where the Services shall be delivered/performed,* *- dates of delivery/performance of the Services (and mark any dates which the Customer has so required as “time of the essence.”). Ensure your requirements are consistent with Clauses 7 to 8.* |

1. PROJECT Plan

|  |  |  |
| --- | --- | --- |
| **3.1.**  | **Project Plan**: [In Call Off Schedule 4 (Project Plan)] [The Supplier shall provide the Customer with a draft Project Plan for Approval within [ ] Working Days from the Call Off Commencement Date] | *Guidance Note: if a Project Plan is required, populate/settle the template form of Project Plan below or specify the period from the Call Off Commencement Date within which the Supplier shall provide the Customer with a draft Project Plan for Approval.* See Clauses 6 and 7.1.2 Either cross refer to this Call Off Schedule in the Call Off Order Form and populate this Call Off Schedule accordingly prior to signing the Call Off Contract. Or, state in the Call Off Order Form within what period the Supplier should provide a draft Project Plan for Approval.Consider what Milestones should be inserted, together with associated Deliverables and Milestone Dates. See also Clause 8.2 in relation to time of Delivery and consider if you should make 'time of the essence” in respect of any Milestone Dates. Consider if you should include any Milestone Payments for Achievement of certain Milestones. If so, tie any Milestone Payments to Clause 24 and Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). See also Clause 6.4 in relation to Delay Payments and refine the Delay Payment provisions if needed. Under Clause 6.4.1(b)(ii) the Customer shall have additional remedies for delay (over and above the Delay Payments) where the delay exceeds the time specified above for the Delay Period Limit. Please insert the desired number of days.  |
|

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Milestone** | **Deliverables** | **Duration** | **Milestone Date** | **Customer Responsibilities** | **Milestone Payments** | **Delay Payments** |
| *[ ]* | *[ ]* | *[ ]* | *[ ]* | *[ ]* | *[ ]* | *[ ]* |

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1. contract performance

|  |  |  |
| --- | --- | --- |
| **4.1.**  | **Standards**:**[ ]** | *Guidance Note: see Clause 11 (Standards and Quality) and the definition of Standards in Call Off Schedule 1 (Definitions). Specify any particular standards that should apply to this Call Off Contract, including those which relate to the Cyber Essentials Scheme.* |
| **4.2** | **Service Levels/Service Credits**:Not applied | *Not applicable.* |
| **4.3** | **Critical Service Level Failure**:Not applied | *Not applicable.* |
| **4.4** | **Performance Monitoring:** Not applied | *Not applicable.* |
| **4.5** | **Period for providing Rectification Plan:** **[**In Clause 39.2.1(a) of the Call Off Terms**]****[**OR**]****[**The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to [ ]**]**  | *Guidance Note: see Clause 39.2.1(a) (Rectification Plan Process). Confirm the maximum default period within which the Supplier should provide the Customer with a draft Rectification Plan when the Customer instructs the Supplier to follow the Rectification Plan Process.* |

1. personnel

|  |  |  |
| --- | --- | --- |
| **5.1** | **Key Personnel**: **[ ]**  | *Guidance Note: see Clause 27 (Key Personnel). Include any Key Personnel (and their Key Roles).* |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):**[ ]** | *Guidance Note: see Clause 28.2 (Relevant Convictions) and the definition of “Relevant Convictions” in Call Off Schedule 1 (Definitions). Specify any particular Relevant Conviction(s) that should apply to this Call Off Contract.*  |

1. PAYMENT

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| --- | --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) | *Guidance Note: insert the applicable Call Off Contract Charges* *The Call Off Contract Charges must be compliant with the provisions of Framework Schedule 3 (Charging Structure).*  |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) | *Guidance Note: insert details of the Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).*  |
| **6.3** | **Reimbursable Expenses**: **[**Permitted**]** **[**Not permitted**]** | *Guidance Note: see paragraphs 4 and 5 of Call Off Schedule 3 (Call Off* *Contract Charges, Payment and Invoicing) and the definition of “Reimbursable expenses” at the outset of Call Off Schedule 3. State if Reimbursable Expenses should be permitted or not.*  |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):**[ ]** | *Guidance Note: insert Customer billing address for the purposes of paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).* |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):**[ ]** Call OffContract Years from the Call Off Commencement Date | *Guidance Note: For the purpose of paragraph 8.2 of Call Off* *Schedule 3 (Call Off* *Contract Charges, Payment and Invoicing), insert the number of Call Off Contract Years from the Call Off Commencement Date during which the Call Off* *Contract Charges shall remain fixed for.* |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:**[ ]** of each Call Off Contract Year during the Call off Contract Period  | *Guidance Note: for the purpose of paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), insert the dates in each Call Off Contract Year on which the Supplier is obliged to carry out periodic assessments of the Call Off Contract Charges with a view to reducing them.* |
| **6.7** | **Supplier request for increase in the Call Off Contract Charges** (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):**[**Permitted**]** **[**Not Permitted**]** | *Guidance Note: consider paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). State if the Supplier is permitted to request an increase of the Call Off Contract Charges after the expiry of the period during which the Call Off Contract Charges should remain fixed under paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).* |

1. LIABILITY and insurance

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| --- | --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:The sum of £ **[ ]** | *Guidance Note: consider Clauses 37.2.1 b) i) and 37.2.2 b) in respect of limitation of liability and see the definition of “Estimated Year 1 Call Off Contract Charges” in Call Off Schedule 1 (Definitions). Insert the sum that should apply to the definition.* |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms); | *Guidance Note: consider Clause 37 (Liability) and confirm the Supplier’s financial limits of liability. Consider whether the default limits to the Supplier’s liability in Clause 37.2.1 are appropriate for the Call Off Contract and represent the right apportionment of risk between the Customer and the Supplier. The aim should be to establish liability ceilings reflecting a combination of the best estimate by the Customer of the losses that it (and any other associated bodies) might suffer in the event of a Default by the Supplier, the likelihood of those losses occurring and the value for money considerations in limiting liability.*  |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):**[ ]** | *Guidance Note: see Clause 38 (Insurance). Include any specific minimum insurance policies and related requirements pursuant to Clause 38.3.*  |

1. TERMINATION and exit

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| --- | --- | --- |
| **8.1** | **Termination on material Default** (Clause 42.2 of the Call Off Terms)):**[**In Clause 42.2.1(c) of the Call Off Terms] **[**OR**]** **[**The percentage of *“80%”* in Clause 42.2.1(c) shall be amended to **[ ]]** | *Guidance Note: consider Clause 42.2. (Termination on Material Default). Insert an appropriate percentage to facilitate the ability of the Customer to terminate the Call Off Contract for material Default where, as a result of any Defaults, the Customer incurs Losses in any Call Off Contract Year which exceed a certain percentage of the value of the Supplier’s aggregate annual liability limit for that Call Off Contract Year as set out in Clause 37.2.1 (Financial Limits).*  |
| **8.2** | **Termination without cause notice period** (Clause 42.7 of the Call Off Terms):**[**In Clause 42.7 of the Call Off Terms]**[**OR**]****[**The period of thirty (30) Working Days in Clause 42.7 shall be amended to [ ]**]** | *Guidance Note: consider Clause 42.7 (Termination without cause). Confirm the minimum number of Working Days that should be the notice period in respect of termination without cause. It is suggested that in long term contracts this should be a minimum of 30 Working Days, as stipulated in Clause 42.7.* |
| **8.3** | **Undisputed Sums Limit**:**[**In Clause 43.1.1 of the Call Off Terms**]** **[**OR**]****[**The wording “*one month’s average Call Off Contract Charges*” in Clause 43.1.1 shall be amended to [ ]**]** | *Guidance Note: consider Clause 43.1.1 (Termination of Customer Cause for failure to pay) in respect of the Supplier’s right to terminate the Call Off Contract for undisputed sums which have not been paid by the Customer. Insert an appropriate sum that should be the “Undisputed Sums Limit”. It is suggested that this should normally be the equivalent to one (1) month’s average Call Off Contract Charges.* |
| **8.4** | **Exit Management:** **[**Not applied**]** **[**OR**]****[**In Call Off Schedule 9 (Exit Management)**]** **[**OR**]****[**Call Off Schedule 9 (Exit Management) shall be amended as follows: [ ]**]**  | *Guidance Note: see Clause 46.5 (Exit Management) and Call Off Schedule 9 (Exit Management). Call Off Schedule 9 is likely to be relevant in the context of procuring Services with emphasis on procuringon an ongoing basis. Select the third option if you have any specific exit requirements in addition to, modification or substitution of the default provisions in Call Off Schedule 9 (Exit Management).*  |

1. supplier information

|  |  |  |
| --- | --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:****[ ]**  | *Guidance Note: see Clauses 2 (Due Diligence), 31 (Customer Premises) and 32 (Customer Property). Consider if inspection of the Sites by the Supplier is required. Insert any issues raised by the Supplier in respect of any aspects of the Sites, Customer Assets, Customer Property that may affect the provision of the Services and any agreed action to be taken in respect thereof.* |
| **9.2** | **Commercially Sensitive Information**:**[ ]** | *Guidance Note: see Clause 35.4.8 (Transparency and Freedom of Information) and the definition of Commercially Sensitive Information in Call Off Schedule 1 (Definitions). Specify any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential. Notwithstanding the designation of any such information as Commercially Sensitive Information, if the information would not be exempt under FOIA or the EIRs the Customer may publish it under Clause 35.4.8 (Transparency and Freedom of Information).* |

1. OTHER CALL OFF REQUIREMENTS

|  |  |  |
| --- | --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):**[**Recital A**]****[**OR**]****[**Recitals B to E**]****[**Recital C - date of issue of the Statement of Requirements: **[ ]]** **[**Recital D - date of receipt of Call Off Tender:**[ ]]** | *Guidance Note: See the preamble to the Call Off Terms. Select recital A, if you awarding the Call Off Contract by way of direct award. Select recitals B to E, if awarding the Call Off Contract by way of further competition. If you have selected recitals B to E, complete the date of issue of the Statement of Requirements and the date of receipt of the Call Off Tender.*  |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):****[**Not required**]** **[**OR**]****[**This Call Off Contract is subject to a Call Off Guarantee from [*insert name of Call Off Guarantor*] which [[has been procured by the Supplier and delivered to the Customer on [*insert date*]] [or] [[the Supplier must procure and deliver to the Customer by [*insert date*]]**]** | *Guidance Note: See Clauses 4 (Call Off Guarantee), 42.1 (Termination in relation to Call Off Guarantee) and 46.1 (Consequences on expiry or termination). Consider whether the Supplier should provide a Call Off Guarantee on or before the Call Off Commencement Date (and check if the Customer has procured a Framework Guarantee under the Framework Agreement which covers the Call Off Contract). If so, set out the requirement in accordance with Clause 4.* |
| **10.3** | **Security**:**[**Select short form security requirements**]****[**or**]****[**Select long form security requirements**]****[**AND**]****[**Security Policy**]** | *Guidance Note: See Call Off Schedule 7 (Security); and the definition of “Security Policy” in Call Off Schedule 1 (Definitions).* *Consider and select short form (paragraphs 1 to 5 of Schedule 7 (Security)) or long form terms (paragraphs 1 to 8 of Schedule 7);* *Insert here any additional security requirements of the Customer that should form the “Security Policy” under this Call Off Contract, as appropriate to your security requirements.* |
| **10.4** | **ICT Policy:****[**Not applied]**[**OR**]****[**To be provided by the Customer before the Commencement Date] | *Guidance Note: if the Customer wants the Supplier to comply with its ICT Policy, ensure it is handed over to the Supplier before the Commencement Date.* |
| **10.6** | **Business Continuity & Disaster Recovery**: **[**Not applied**]** **[**OR**]****[**In Call Off Schedule 8 (Business Continuity and Disaster Recovery)**]****[**OR**]****[**Call Off Schedule 8 (Business Continuity and Disaster Recovery shall be amended as follows:[ ]**]****Disaster Period**:For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be **[***insert period of time***]** | *Guidance Note: see Clause 16 of the Call Off Terms and Call Off Schedule 8 (Business Continuity and Disaster Recovery). Select the third option of you have any specific Business Continuity and Disaster Recovery requirements in addition to, modification or substitution of the default provisions in Call Off Schedule 8 (Business Continuity and Disaster Recovery).**See the definition of Disaster in Call Off Schedule 1 (Definitions). Note that the definition of Disaster will not be made out unless the Services are (or reasonably anticipated to be) unavailable for a specified period of time. Specify the applicable period.* |
| **10.7** | **NOT USED** |  |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):**[ ]** | *Guidance Note: See Clause 35.2.3 (Protection of Customer Data). If required from the outset, specify the format for the Supplier to supply the Customer Data to the Customer when needed.*  |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):Customer’s postal address and email address: **[ ]**Supplier’s postal address and email address: **[ ]** | *Guidance Note: Specify the postal address and email address of both the Customer and the Supplier for the purpose of serving notices under the Call Off Contract as required under Clause 56 (Notices).* |
| **10.10** | **Transparency Reports**In Call Off Schedule 13 (Transparency Reports) | *Guidance Note: Consider Call Off Schedule 13 (Transparency Reports). If Transparency reports are required, populate the table below.* |
|

|  |  |  |  |
| --- | --- | --- | --- |
| **TITLE** | **CONTENT** | **FORMAT** | **FREQUENCY** |
| *[Performance]* | *[ ]* | *[ ]* | *[ ]* |
| *[Call Off Contract Charges]* | *[ ]* | *[ ]* | *[ ]* |
| *[Key Sub-Contractors]* | *[ ]* | *[ ]* | *[ ]* |
| *[Technical]* | *[ ]* | *[ ]* | *[ ]* |
| *[Performance Management]* | *[ ]* | *[ ]* | *[ ]* |

 |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:****[ ]** | *Guidance Note: Select alternative or additional clauses from Call Off Schedule 14 (Alternative and/or Additional Clauses) and if required, any Customer alternative pricing mechanism.* *The Customer may want to include a fixed price arrangement that may be linked to the Project Plan or such risk and reward mechanism as is consistent with Framework Schedule 3 (Framework Prices and Charging Structure). See paragraph 3.2 of Framework Schedule 3. Such pricing arrangements would be alternatives to “Time and Materials” and the Customer would need to work out the mechanics of such alternatives and how it fits into the Call Off Terms.* |
| **10.12** | **Call Off Tender**:In Schedule 15 (Call Off Tender) | *Guidance Note: If you award the Call Off Contract following a further Competition Procedure, insert in Schedule 15 a copy of the Call Off Tender submitted by the Supplier in response to the Customer’s Statement of Requirements.*  |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)****[ ]** | *Guidance note: see Clause 36.3, which should work for most Customers but where the Supplier is likely to have access to sensitive information or if the department is dealing with high profile or sensitive matters] Customers may want the Supplier to put in place specific steps / arrangements / ethical walls to prevent embarrassment / disrepute etc and the same should be inserted here. Examples of steps include:**• only allow certain individuals to work on the assignment.**• restrict where certain individuals work and who they can talk to.* *• require specific IT/email systems (unless dealt with already in security provisions).**• Restrictions on re-producing documents (e.g. hard copy printing, emails etc)**• Obligation on Supplier to issue internal communication (e.g. emails, HR policies etc) about need to act with integrity and caution when working with government clients.]* |
| **10.14** | **Staff Transfer**Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). | *[Insert your list of notified Sub-Contractors.]* |
| **10.15** | **Processing Data**Call Off Schedule 17 | *Guidance note:* * *Enter the name, email and telephone number of the contact details of the Customer Data Protection Officer*
* *Enter the name, email and telephone number of the contact details of the Supplier Data Protection Officer*
* *Review and complete the table below for each call off contract*
 |
|

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract Reference:** | **[GUIDANCE: TO BE REVIEWED AND COMPLETED FOR EACH CALL OFF CONTRACT]** |  |  |
| **Date:**  | **[ENTER DATE]** |  |  |
| **Description Of Authorised Processing** | **Details** |  |  |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.  |  |  |
| Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,  |  |  |
| Duration of the processing | For the duration of the Framework Contract plus 7 years.  |  |  |
| Nature and purposes of the processing |  |  |  |
| Type of Personal Data | Full nameWorplace addressWorkplace Phone Number Workplace email address Names Job TitleCompensation

|  |
| --- |
| Tenure InformationQualifications or Certifications |
| Nationality |
| Education & training history |
| Previous work history |
| Personal Interests |
| References and referee details |
| Driving license details |
| National insurance number |
| Bank statements |
| Utility bills |
| Job title or role |
| Job application details |
| Start date |
| End date & reason for termination |
| Contract type |
| Compensation data |
| Photographic Facial Image |
| Biometric data |
| Birth certificates |
| IP Address |
| Details of physical and psychological health or medical condition |
| Next of kin & emergency contact details |
| Record of absence, time tracking & annual leave |

 |  |  |
| Categories of Data Subject |  |  |  |

 |

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

|  |
| --- |
| **For and on behalf of the Supplier:** |
| Name and Title |  |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** |
| Name and Title |  |
| Signature |  |
| Date |  |