**Call-Off Schedule 27 (Accessed Contracts and Construction Contracts)**

1. **Accessed contracts**
   1. The Supplier acknowledges that the Buyer may from time to time notify the Supplier of contracts ("**Government Frameworks**") which are available to the Buyer and which the Buyer can grant access to the Supplier to use or which the Supplier shall use in connection with the supply of the Deliverables.
   2. The Supplier will consider the use of the Government Frameworks as part of its provision of the Deliverables and will prior to the Start Date and at reasonable intervals thereafter liaise with the Buyer to agree which Government Frameworks it will actually use in connection with the supply of the Deliverables.
   3. Where the Buyer and the Supplier agree on the use by the Supplier of a Government Framework then the Buyer shall endeavour to facilitate such use by the Supplier.  Any such use by the Supplier shall be as agent on behalf of the Buyer.
   4. The Supplier shall ensure that all benefits (including volume rebates and enhanced discounts) gained through or in connection with use of a Government Framework shall be passed on for the benefit of the Buyer.
   5. Where the Supplier intends to use a Government Framework the Supplier shall:
      1. act in accordance with such procedures, rules and guidance as the Buyer may from time to time notify the Supplier;
      2. with the prior written agreement of the Buyer, directly award a contract to a supplier under the Government Framework or run a further competition to obtain the most economically advantageous offer; and
      3. manage all contracts it enters into pursuant to Paragraph 1.5.2 as agent on behalf of the Buyer, and the Supplier's obligations and responsibilities in this regard shall be to:
         1. not terminate or otherwise amend the terms of the Accessed Contract or enter into any new or replacement agreements in addition to or in substitution for the Accessed Contract without obtaining the prior written consent of the Buyer;
         2. advise the Buyer of the steps to be taken to avoid or mitigate any event which may adversely affect the performance of Accessed Contracts and where required by the Buyer the Supplier shall take such steps;
         3. provide to the Buyer such other information as the Buyer may from time to time reasonably require in relation to the performance by the parties pursuant to an Accessed Contract; and
         4. notify the Buyer of any changes to the prices charged under the Accessed Contract.  For the avoidance of doubt, the Supplier shall not be entitled to negotiate or accept any changes to the price without obtaining the Buyer's prior written consent.
      4. In addition, at all times in carrying out its obligations and responsibilities under this Paragraph 1 the Supplier shall:
         1. comply with all Laws, rules and guidance that apply to the Buyer including, without limitation, public procurement rules;
         2. act towards the Buyer dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the Buyer under this Contract and generally to carry out its agency in the way which it thinks best to promote the interests of the Buyer;
         3. except as authorised by the Buyer, not act in a way which will incur any liabilities on behalf of the Buyer, nor pledge the credit of the Buyer;
         4. comply with all reasonable and lawful instructions from the Buyer from time to time concerning its duties under the Accessed Contracts;
         5. describe itself in all dealings with suppliers under Government Frameworks and on all correspondence, marketing and advertising material as the agent of the Buyer;
         6. use all reasonable endeavours to ensure that each supplier under an Accessed Contract performs its relevant obligations in accordance with each Accessed Contract; and
         7. discharge the obligations of the Buyer under each Accessed Contract (including, where required by the Buyer, making payments thereunder) as though it were the Buyer and in accordance with the terms of each such Accessed Contract.
   6. The parties acknowledge that the Government Frameworks or Accessed Contracts may through the effluxion of time expire or may terminate during the Contract Period.  Prior to any Government Framework or Accessed Contract expiring or otherwise terminating where the Supplier receives notice of such termination it shall immediately notify the Buyer of the same.
   7. Throughout and after the Contract Period the Supplier shall indemnify the Buyer and keep the Buyer indemnified against all losses, claims, damages, costs and expenses (including reasonable legal fees) incurred by the Buyer arising from the Supplier's breach of any Government Framework or Accessed Contract and from the acts or omissions of the Supplier which may put the Buyer or another person in breach of any Government Framework.
   8. For the avoidance of doubt, the Supplier shall not be entitled to use any Government Framework or Accessed Contract for its own benefit or for any purpose other than as set out in this Paragraph 1.
   9. The Buyer shall be entitled to terminate this Contract, in accordance with Clause 10.4 Core Terms, if the Supplier breaches any of the provisions of this Clause 1.
2. **Construction contracts**
   1. Where a Call Off Contract is a construction contract within the meaning of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 (**“Construction Act”**), the provisions in this Paragraph 2 shall apply to the Deliverables which constitute construction operations.

**Payment**

* 1. The Charges shall be calculated and paid in instalments in accordance with the Order Form. If not set out in the Order Form, the Charges shall be paid at intervals of not less than one month, beginning one month after the Supplier began providing the Deliverables.
  2. The Supplier shall submit to the Buyer an invoice for each instalment of the Charges, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that the Supplier considers will become due on the payment due date in respect of the instalment of the Charges, and the basis on which that sum is calculated.
  3. Payment shall be due on the date the Buyer receives each invoice.
  4. No later than five days after payment becomes due, the Buyer shall notify the Supplier of the sum that the Buyer considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
  5. The final date for payment shall be 30 days after the date on which payment becomes due.
  6. Subject to Paragraph 2.10 and unless the Buyer has served a notice under Paragraph 2.8, the Buyer shall pay the Supplier the sum referred to in the Buyer’s notice under Paragraph 2.5 (or, if the Buyer have not served notice under Paragraph 5.5, the sum referred to in the invoice referred to in Paragraph 2.3) (the **“Notified Sum”**) on or before the final date for payment of each invoice.
  7. Not less than seven days before the final date for payment (the **“Prescribed Period”**), the Buyer may give the Supplier notice that the Buyer intends to pay less than the Notified Sum (a **“Pay Less Notice”**). Any Pay Less Notice shall specify:
     1. the sum that the Buyer considers to be due and intends to pay under the invoice; and
     2. the basis on which that sum is calculated.

If the Buyer gives a Pay Less Notice in accordance with this Paragraph 2.8 the Buyer’s obligation to pay the Notified Sum in Paragraph 2.7 applies only in respect of the sum specified in that Pay Less Notice.

* 1. If the Buyer fails to pay an amount due to the Supplier by the final date for payment and fails to give a Pay Less Notice under Paragraph 2.8, then the Buyer shall pay interest on the overdue amount at the rate of [4%] per annum above [FULL NAME OF BANK]'s base rate. Such interest shall accrue on a daily basis from the final date for payment until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount. The Parties acknowledge that the Buyer’s liability under this Paragraph 2.9 is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.
  2. Notwithstanding Paragraph 2.7 and Paragraph 2.8 and without prejudice to Clause 10 of the Core Terms (Ending the contract or any subcontract), if there is a Supplier Insolvency Event after the Prescribed Period, the Buyer shall not be required to pay the Supplier the Notified Sum on or before the final date for payment.

**Suspension of Performance**

* 1. Notwithstanding any other provision of the Contract, if:
     1. the Buyer fails to pay in full the Notified Sum to the Supplier by the final date for payment under Paragraph 2.6; and
     2. the Buyer has not given a Pay Less Notice complying with Paragraph 2.8,

the Supplier may suspend performance of any or all of the Deliverables and other obligations under the Contract by giving not less than five Working Days’ notice to the Buyer of its intention to do so and stating the ground or grounds on which it intends to suspend performance.

* 1. In the event of a suspension in accordance with Paragraph 2.11, the Buyer shall pay the Supplier a reasonable amount in respect of costs and expenses reasonably incurred by the Supplier as a result of any exercise of its right referred to in Paragraph 2.11 and such payment shall be the Supplier's sole compensation for suspension of the Deliverables and other obligations under the Contract.

**Requirement to Adjudicate**

* 1. Notwithstanding any other provision of the Contract, either party may refer a Dispute to adjudication at any time in accordance with the Technology and Construction Solicitors' Association adjudication rules, current at the date the Dispute is referred to adjudication.  Such rules are deemed to be incorporated into the Contract.