

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: [Insert Buyer's contract reference number]

THE BUYER: [Insert Buyer's name]

BUYER ADDRESS [Insert business address]

THE SUPPLIER: [Insert name of Supplier]

SUPPLIER ADDRESS: [Insert registered address (if registered)]

REGISTRATION NUMBER: [Insert registration number (if registered)]

DUNS NUMBER: [Insert if known]

DPS SUPPLIER REGISTRATION SERVICE ID: [Insert if known]

[Buyer guidance: This Order Form, when completed and executed by both Parties, forms an Order Contract. An Order Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from 'APPLICABLE DPS CONTRACT' and up to, but not including, the Signature block**

It is essential that if you, as the Buyer, add to or amend any aspect of any Order Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated [Insert date of issue].

It is issued under the DPS Contract with the reference number [Insert DPS Contract Reference number] for the provision of [Insert name of goods and services].

DPS FILTER CATEGORY(IES):

[Insert the relevant Category number **or insert** Not applicable]

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **[Insert]** DPS Contract reference number]
3. DPS Special Terms **[Buyer guidance:** This will incorporate all of the DPS Special Terms into the Order Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded. **Remove** this guidance too.]
4. The following Schedules in equal order of precedence:

[Buyer guidance: delete any highlighted Schedules that you do not need for this Order Contract. **Add** any additional Schedule needed, providing it is within scope of the DPS Contract. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

- Joint Schedules for **[Insert]** DPS reference number]
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - **[Joint Schedule 6 (Key Subcontractors)]**
 - **[Joint Schedule 7 (Financial Difficulties)]**
 - **[Joint Schedule 8 (Guarantee)]**
 - **[Joint Schedule 9 (Minimum Standards of Reliability)]**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - **[Joint Schedule 12 (Supply Chain Visibility)]**
- Order Schedules for **[Insert]** Order reference number]
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - **[Order Schedule 6 (ICT Services)]**
 - **[Order Schedule 7 (Key Supplier Staff)]**
 - **[Order Schedule 8 (Business Continuity and Disaster Recovery)]**
 - **[Order Schedule 9 (Security)]**
 - **[Order Schedule 10 (Exit Management)]**
 - **[Order Schedule 11 (Installation)]**
 - **[Order Schedule 12 (Clustering)]**
 - **[Order Schedule 13 (Implementation Plan and Testing)]**
 - **[Order Schedule 14 (Service Levels)]**

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- [Order Schedule 15 (Order Contract Management)]
Order Schedule 16 Not used
- [Order Schedule 17 (MOD Terms)]
- [Order Schedule 18 (Background Checks)]
- [Order Schedule 19 (Scottish Law)]
- Order Schedule 20 (Order Specification)
- [Order Schedule 21 (Northern Ireland Law)]
- Order Schedule 22 Not used
- [Order Schedule 23 (HMRC Terms)]
- [Order Schedule 24 (Corporate Resolution Planning)]
- [Insert one of the following options depending on which Filter Category the Order Contract is being awarded under:
 - [Order Schedule 25 (Special Schedule – Self Service Vending, Automated Retail and Pop Up Retail)]
 - [Order Schedule 26 (Special Schedule – Sponsorship and Third Party Licensing)]
 - [Order Schedule 27 (Special Schedule – Advertising)]

[Buyer Guidance: please refer to the table below for guidance on which Order Special Schedule will be relevant to each Filter Category:

A – Traditional Vending	Order Schedule 25 (Special Schedule – Self Service Vending, Automated Retail and Pop Up Retail)
B – ATM's	Order Schedule 25 (Special Schedule – Self Service Vending, Automated Retail and Pop Up Retail)
C - Photobooths	Order Schedule 25 (Special Schedule – Self Service Vending, Automated Retail and Pop Up Retail)
D – Portable Power	Order Schedule 25 (Special Schedule – Self Service Vending, Automated Retail and Pop Up Retail)
E – Non traditional Vending	Order Schedule 25 (Special Schedule – Self Service Vending, Automated Retail and Pop Up Retail)
F – Reverse Vending	Order Schedule 25 (Special Schedule – Self Service Vending, Automated Retail and Pop Up Retail)
G - Commercial Sponsorship	Order Schedule 26 (Special Schedule – Sponsorship and Third Party Licensing)

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H – 3 rd party licensing	Order Schedule 26 (Special Schedule – Sponsorship and Third Party Licensing)
I – Commercial advertising (OOH)	Order Schedule 27 (Special Schedule – Advertising)
J – Pop Up Retail	Order Schedule 25 (Special Schedule – Self Service Vending, Automated Retail and Pop Up Retail)
K – Storage lockers	Order Schedule 25 (Special Schedule – Self Service Vending, Automated Retail and Pop Up Retail)

[Buyer guidance: please note that Order Schedule 25, 26 or 27 (as applicable) will need to be reviewed and populated/updated by the Buyer to reflect the Buyer's specific requirements, in particular in relation to any points that are highlighted by way of guidance notes within the relevant Order Schedule.]

5. CCS Core Terms (DPS version) v1.0.3

6. Joint Schedule 5 (Corporate Social Responsibility) RM6350

7. [Order Schedule 4 (Order Tender) as long as any parts of the Order 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 Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

[Insert] terms to revise or supplement Core Terms, Joint Schedules, Order Schedules; or none]

[Special Term 1]

[Special Term 2.]

[Special Term 3.]

[None]

ORDER START DATE: **[Inset]** Day Month Year]

ORDER EXPIRY DATE: **[Inset]** Day Month Year]

ORDER INITIAL PERIOD: **[Inset]** Years, Months]

ORDER OPTIONAL EXTENSION PERIOD: **[Guidance note: the Buyer shall complete this Section on award of the Order Contract if there is an Order Optional Extension Period.]** **[Insert]** Years, Months]

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

[Buyer guidance: you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert]**

- for Order Contracts that involve the payment by the Supplier to the Buyer of a Fixed Payment, Minimum Guaranteed Payment (with Top-Up Payment) or Net Profit Share Payment, the estimated Supplier Amount (i.e. the estimated Gross Income less the estimated amount that will be payable by the Supplier to the Buyer) for the first 12 months of the Contract; and
- for Order Contracts that involve a Buyer Payment being made to the Supplier, the estimated Charges payable to the Supplier (i.e. the total amount of the Buyer Payment) in the first 12 months of the Contract.

The Buyer must always provide a figure here]

FINANCIAL ARRANGEMENTS (INCLUDING INCOME AND/OR ORDER CHARGES)

[Buyer guidance: Complete Order Schedule 5 to reflect the financial arrangements, which should be based on the relevant provisions of DPS Schedule 3 (DPS Pricing).

A summary of the key financial details are set out below. These details should be read in conjunction with the terms of Order Schedule 5 (Pricing Details).

[For Order Contracts that involve the payment by the Supplier to the Buyer of a Fixed Payment, Minimum Guaranteed Payment (with Top-Up Net Profit Payment) or Net Profit Share Payment **Insert** the summary details below:

- Payment mechanism: **[Select one]** of the options below and populate with relevant details]:
 - [a Fixed Payment of £[] for each period of [] during the Contract Period]
 - [a Minimum Guaranteed Payment of £[] for each period of [] during the Contract Period, together with a Top-Up Net Profit Share Payment based on a Net Profit Share percentage of []%]
 - [a Net Profit Share Payment based on a Net Profit Share percentage of []%]

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- Frequency of payments by the Supplier to the Buyer:
 - [Insert] frequency that the payments above will be made to Buyer, e.g. monthly, quarterly, annually]
- Periodic review of the payment amounts/percentages (if applicable): [Select one of the options below and, if applicable, populate with relevant details]:
 - [Not applicable]
 - [Insert] details of periodic review mechanism]

[For Order Contracts that involve the payment by the Buyer of a Buyer payment require the Buyer to pay the Supplier **Insert** the summary details below:

- **Payment mechanism:**
 - [a Buyer Payment of £[] in respect of each period of [] during the Contract Period].
- Frequency of payment of Charges by Buyer to Supplier:
 - [Insert] frequency that payments of Charges will be made to Supplier, e.g. monthly, quarterly, annually]
- Periodic review of the payment amounts/percentages (if applicable): [Select one of the options below and, if applicable, populate with relevant details]:
 - [Not applicable]
 - [Insert] details of periodic review mechanism]

SUPPLIER COSTS

The Supplier is entitled to retain or recover certain costs solely in accordance with the terms of Order Schedule 5 (Pricing Details).

PAYMENT METHOD

Insert payment method(s) and necessary details]

BUYER'S INVOICE ADDRESS:

Insert name]

Insert role]

Insert email address]

Insert address]

BUYER'S AUTHORISED REPRESENTATIVE

Insert name]

Insert role]

Insert email address]

Insert address]

BUYER'S ENVIRONMENTAL POLICY

Insert details [Document name] [version] [date] [available online at:]

or insert: [Appended at Order Schedule X]]

BUYER'S SECURITY POLICY

[Insert details] [Document name] [version] [date] [available online at:]
or insert: [Appended at Order Schedule X]]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Insert] name]
[Insert] role]
[Insert] email address]
[Insert] address]

SUPPLIER'S CONTRACT MANAGER

[Insert] name]
[Insert] role]
[Insert] email address]
[Insert] address]

SUPPLIER'S INVOICE ADDRESS (IF APPLICABLE):

[Insert] name]
[Insert] role]
[Insert] email address]
[Insert] address]

PROGRESS REPORT FREQUENCY

[Insert report frequency]: On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

[Insert meeting frequency]: Quarterly on the first Working Day of each quarter]

KEY STAFF

[Insert] name]
[Insert] role]
[Insert] email address]
[Insert] address]

KEY SUBCONTRACTOR(S)

[Insert] name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[Insert] Not applicable **or insert** Supplier's Commercially Sensitive Information]

SERVICE CREDITS

[Insert] Not applicable]
[or insert] Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).
The Service Credit Cap is: **[Insert £value]**.
The Service Period is: **[Insert duration]:** one Month]

A Critical Service Level Failure is: **[Buyer to define]**

ADDITIONAL INSURANCES

Buyer guidance: if the Supplier will be responsible for taking out and maintaining, or procuring the taking out and maintenance, of additional insurance cover, the Buyer should specify the insurance cover required below.]

[Insert] Not applicable

or insert details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

GUARANTEE

[Insert] Not applicable

or insert The Supplier must have a Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

or insert There's a guarantee of the Supplier's performance provided for all Order Contracts entered under the DPS Contract]

SOCIAL VALUE COMMITMENT

[Insert] Not applicable **or insert** The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)]

CYBER ESSENTIALS

[Buyer Guidance: Buyer to consider whether it requires Cyber Essentials Scheme, IASME certified equivalents or any additional Cyber Essentials requirements, as required by the Buyer.]

CODE OF ACCEPTANCE (WHERE APPLICABLE)

[Buyer Guidance: Buyer to include reference to any relevant Code(s) of Acceptance in relation to advertising content/materials in accordance with the terms of the relevant Order Special Schedule.]

LIST OF APPROVED SITES

[Buyer guidance: **Insert** list of locations at or in respect of which the Services are to be provided by the Supplier under the Order Contract may be provided/exercised that have been approved by the Buyer as at the commencement of the Order Contract. If the list of approved sites/assets is set out in the Buyer's Specification, then insert "Please refer to the Specification"]

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

[Buyer guidance: execution by seal / deed where required by the Buyer].