

# Framework Schedule 6 (Order Form Template and Call-Off Schedules)

## Order Form

CALL-OFF REFERENCE: [REDACTED]

THE BUYER: THE COMMISSIONERS FOR HIS MAJESTY'S REVENUE AND CUSTOMS

BUYER ADDRESS 100 Parliament Street, Westminster, London, SW1A 2BQ

THE SUPPLIER: SENATOR INTERNATIONAL LIMITED

SUPPLIER ADDRESS: Syke Side Drive, Altham Business Park, Accrington, Lancashire, BB5 5YE

REGISTRATION NUMBER: 01323955

APPLICABLE FRAMEWORK CONTRACT  
This Order Form is for the provision of the Call-Off Deliverables and dated 14/05/2025.

It's issued under the Framework Contract with the reference number **FURN-38027-2024** for the provision of Office Furniture that meets the Government hub standards.

CALL-OFF LOT(S):  
**RM6308 Lot 1: Office Furniture (Standard & Government Corporate)**

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. Call-Off Schedule 23 (HMRC Terms)
3. Joint Schedule 1 (Definitions and Interpretation) RM6308;
4. Framework Special Terms;
5. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6308**
  - Joint Schedule 1 (Definitions)

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- 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 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for **RM6308**
  - Call-Off Schedule 1 Transparency Reports
  - Call-Off Schedule 2 Staff Transfer
  - Call-Off Schedule 3 Continuous Improvement
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 11 (Installation Works)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 20 (Specification)

6. CCS Core Terms (version 3.0.11)

7. Joint Schedule 5 (Corporate Social Responsibility)

8. Call-Off Schedule 4 (Call-Off Tender)

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:

#### Special Term 1 (**Quality**)

##### 1. The Deliverables shall:

- 1.1. comply with the general mandatory requirements, the framework standards and the specific mandatory requirements for lot 1 found in Paragraphs 5, 6 and 7 of the Framework Contract Specification;
- 1.2. be warranted for the Guarantee Period as a minimum, or such longer term as may be specified in this Call-Off Contract;
- 1.3. be free from defects in design, materials and workmanship; and

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- 1.4. comply with all applicable laws, standards and good industry practice (including in relation to their manufacture, packaging and delivery).

### **Special Term 2 (Amendments to the Core Terms)**

2. The Core Terms are amended as follows:

- 2.1. In Clause 10.1.1 replace “Start Date” with “Effective Date”;
- 2.2. In Clause 10.3.1 replace “working days” with “Working Days”;
- 2.3. In Clause 10.4.1(c) replace “days” with “Working Days”;
- 2.4. Delete Clause 10.6.2 and replace it with “In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority’s reasonable costs of procuring Replacement Deliverables until the Call-Off Expiry Date regardless of early termination.”;
- 2.5. In Clause 10.8 replace “Subcontracts” with “Sub-Contracts”;
- 2.6. Delete Clause 14.1 and replace it with “The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Call-Off Schedule 23 (HMRC Terms) and Joint Schedule 11 (Processing Data).”;
- 2.7. Delete Clause 16.2 and replace it with:

“16.2 Unless otherwise specified in this Call-Off Contract, within three (3) Working Days of the Buyer’s request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

  - (a) publish the Transparency Information;
  - (b) comply with any Freedom of Information Act (FOIA) request;
  - (c) comply with any Environmental Information Regulations (EIR) request; and/or
  - (d) comply with any Urgent Priority Request.”
- 2.8. Insert a new Clause 16.4 as follows:

“16.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Buyer in writing.”

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### Special Term 3 (Vesting Agreement)

3. Call-Off Special Schedule 1 (Vesting Agreement) is incorporated into this Call-Off Contract as part of this Order Form. Each term therein shall be treated as a Call-Off Special Term.

CALL-OFF START DATE: 23 May 2025

CALL-OFF EXPIRY DATE: 22 May 2028

CALL-OFF INITIAL PERIOD: **3 Years**

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates):  
Not Applicable

CALL-OFF DELIVERABLES: See details in Call-Off Schedule 20 (Call-Off Specification)

#### MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £5m.

#### GUARANTEE PERIOD FOR DELIVERABLES

The Guarantee Period for Deliverables is as set out in Framework Schedule 1 (Specification) unless otherwise specified in this Order Form.

#### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

HMRC use an e-Trading Portal myBUY (provided by SAP Ariba) to manage all ongoing financial transactions with its suppliers.

HMRC has a "Purchase Order Mandatory Policy", Suppliers are required to register on the SAP Ariba Network in order to transact with HMRC via the e-Trading system and to ensure that they will continue to be able to receive purchase orders from and issue invoices to HMRC.

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**BUYER'S INVOICE ADDRESS:**  
Accounts Payable,  
Unity Business Services Finance and Procurement Operations  
Teville Gate House,  
25 Railway Approach,  
Worthing  
BN11 1UR

**BUYER'S AUTHORISED REPRESENTATIVE**  
[Redacted]  
Major Programmes Commercial Lead  
[Redacted]  
[Redacted]

**BUYER'S ENVIRONMENTAL POLICY**  
Available online at;  
<https://www.gov.uk/government/organisations/hm-revenue-customs/about/procurement#sustainable-procurement>

**BUYER'S SECURITY POLICY**  
<https://www.gov.uk/government/publications/security-policy-framework>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**  
[Redacted]  
Sales Director - Key Accounts  
[Redacted]  
[Redacted]

**SUPPLIER'S CONTRACT MANAGER**  
[Redacted]  
Head of Bids and Contracts  
[Redacted]  
[Redacted]

**PROGRESS REPORT FREQUENCY**  
On the first Working Day of each calendar month.

**PROGRESS MEETING FREQUENCY**  
Quarterly on the first Working Day of each quarter.

**KEY STAFF**  
[Redacted]  
Account Manager & Design Lead  
[Redacted]  
[Redacted]

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### **KEY SUBCONTRACTOR(S)**

Not Applicable.

### **COMMERCIALLY SENSITIVE INFORMATION**

The Commercially Sensitive Information specified in Joint Schedule 4 (Commercially Sensitive Information).

### **SERVICE CREDITS**

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: £10,000

The Service Period is: one Month

The Service Level Performance Criterion are set out in the table at Annex A to Part A of Call-Off Schedule 14 (Service Levels).

The Critical Service Level Performance Criterion are:

1. Required Design Information and BIM model input provided within timescales as agreed with the Buyer. (line 1 in the table at Annex A to Part A of Call-Off Schedule 14 (Service Levels));
2. Delivery and any required Installation Works of all Deliverables in accordance with the delivery schedule agreed with the Buyer (line 2 in the table at Annex A to Part A of Call-Off Schedule 14 (Service Levels)); and
3. Supplier to remedy any defects or faults with Goods, including repairs, within five (5) Working Days of issue being reported (or as agreed with the Buyer). (line 5 in the table at Annex A to Part A of Call-Off Schedule 14 (Service Levels)).

The Non-Critical Service Level Performance Criterion are any of the Service Level Performance Criterion listed in the table at Annex A to Part A of Call-Off Schedule 14 (Service Levels) that are not Critical Service Level Performance Criterion.

A Critical Service Level Failure is any one of the following:

1. a breach of the Service Level Performance Measure in respect of any one of the Critical Service Level Performance Criterion that occurs in three (3) consecutive Service Periods;
2. a period of three (3) consecutive Service Periods where there is a breach of a Service Level Performance Measure in respect of one (1) or more of the Critical Service Level Performance Criterion in each Service Period;
3. where there are four (4) or more breaches of the Service Level Performance Measures in respect of the Non-Critical Service Level Performance Criterion in any Service Period over a rolling six (6) Month period of time; or
4. a failure to follow the steps proposed by the Supplier to rectify a breach under a Rectification Plan.

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**ADDITIONAL INSURANCES**  
Not applicable

**GUARANTEE**  
N/A

**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).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div><div>DocuSigned by:</div><div></div><div>564141CCEE68461...</div></div>	Signature:	<div><div>DocuSigned by:</div><div></div><div>966DFB85B22D47E...</div></div>
Name:		Name:	
Role:	Sales Director – Key Accounts	Role:	Major Programmes Commercial Lead
Date:	28 May 2025	Date:	29 May 2025