

Order Form Template and Call-Off Schedules

Order Form

CALL-OFF REFERENCE: CCCE24A02

THE BUYER: Cabinet Office

BUYER ADDRESS REDACTED TEXT under FOIA Section 40
Personal Information.

THE SUPPLIER: SME HCI Ltd (trading as Vivup)

SUPPLIER ADDRESS: REDACTED TEXT under FOIA Section 40
Personal Information.
REDACTED TEXT under FOIA Section 40
Personal Information.

REGISTRATION NUMBER: REDACTED TEXT under FOIA Section 40
Personal Information.

DUNS NUMBER: REDACTED TEXT under FOIA Section 40
Personal Information.

SID4GOV ID: REDACTED TEXT under FOIA Section 40 Personal
Information.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 11/02/2025. It's issued under the Framework Contract with the reference number RM6273

Framework Contract Reference number for the provision of Cabinet Office Employee Benefits Services

CALL-OFF LOT(S):
Lot 1

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. Joint Schedule 1(Definitions and Interpretation) RM6273
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

Framework Ref: RM6273 Employee Benefits and Services

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright
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Joint Schedules for RM6273 Employee Benefits and Services

- Joint Schedule 1 (Definitions) ○ 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 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data) ○ Joint Schedule 12 (Supply Chain Visibility)

Call-Off Schedules for RM6273 Employee Benefits and Services

- 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) Supplier-led Assurance ○ Call-Off Schedule 10 (Exit Management) ○ Call-Off Schedule 13 (Implementation Plan and Testing) ○ Call-Off Schedule 14 (Service Levels) ○ Call-Off Schedule 15 (Call-Off Contract Management) ○ Call-Off Schedule 16 (Benchmarking) ○ Call-Off Schedule 18 (Background Checks) ○ Call-Off Schedule 20 (Call-Off Specification) ○ Call-Off Schedule 23 (HMRC Terms)

CCS Core Terms (version 3.0.11)

5. Joint Schedule 5 (Corporate Social Responsibility) **RM6273 Employee Benefits and Services**
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off 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 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

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The following Special Terms are incorporated into this Call-Off Contract: *Should the Deliverables under the Call-Off Contract include any of the following Services:*

- a) *Financial Wellbeing;*
- b) *Green Cars*
- c) *Payroll Giving; or*
- d) *Cycle to work,*

Cycle to Work and Salary Sacrifice/Reduction Run-Off Period

Due to the nature of Cycle to Work scheme and Salary Sacrifice/Reduction service delivery, specific personal data that is essential in delivery of such services will continue to be processed by the Supplier for up to 1 year from the date specified at Framework Schedule 6 (Order Form Template and Call-Off Schedules) CALL-OFF EXPIRY DATE.

as these Services constitute regulated financial activities or have other regulatory requirements, the Buyer will be required to sign an agreement directly with the Supplier's Subcontractor, being the provider of those Services, in addition to the Call-Off Contract, in a form to be agreed between the Buyer and the Subcontractor.

CALL-OFF START DATE: 20/03/25

CALL-OFF EXPIRY DATE: 19/03/27 (+1 year optional extension to 13/2/28)

CALL-OFF INITIAL PERIOD: 2 years (+1 year optional extension)

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 **£1,700,000**

The Estimated total contract value **£5,100,000** Ex VAT

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

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None

PAYMENT METHOD
PO number / Invoice via Bacs

BUYER'S INVOICE ADDRESS:
REDACTED TEXT under FOIA Section 40 Personal Information.
BUYER'S AUTHORISED REPRESENTATIVE
REDACTED TEXT under FOIA Section 40 Personal Information.

REDACTED TEXT under FOIA Section 40 Personal Information.

BUYER'S ENVIRONMENTAL POLICY
Cabinet Office Environmental Policy Statement available online at:
<https://www.gov.uk/government/publications/cabinet-officeenvironmentalpolycystatement>

BUYER'S SECURITY POLICY
See details in Call-Off Schedule 9 (Security) Supplier-led-Assurance

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40 Personal Information.

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40 Personal Information.

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

PROGRESS MEETING FREQUENCY
Monthly

KEY STAFF

REDACTED TEXT under FOIA Section 40 Personal Information.

KEY SUBCONTRACTOR(S)
See details in Joint Schedule 6 (Key Subcontractors)

COMMERCIALLY SENSITIVE INFORMATION
See details in Joint Schedule 4 (Commercially Sensitive Information)
Framework Ref: RM6273 Employee Benefits and Services

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright
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SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

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:	REDACTED TEXT under FOIA Section 40 Personal Information.	Signature:	REDACTED TEXT under FOIA Section 40 Personal Information.
Name:	REDACTED TEXT under FOIA Section 40 Personal Information.	Name:	REDACTED TEXT under FOIA Section 40 Personal Information.
Role:	REDACTED TEXT under FOIA Section 40 Personal Information.	Role:	REDACTED TEXT under FOIA Section 40 Personal Information.
Date:	REDACTED TEXT under FOIA Section 40 Personal Information.	Date:	REDACTED TEXT under FOIA Section 40 Personal Information.