

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

Order Form

CALL-OFF REFERENCE: **GSS24283 – ICS Employee Benefits**

THE BUYER: **Integrated Corporate Services (ICS)**

BUYER ADDRESS **22 Whitehall, London, SW1A 2EG**

THE SUPPLIER: **Reward Gateway (UK) Ltd**

SUPPLIER ADDRESS: **265 Tottenham Court Road**

REGISTRATION NUMBER: **05696250**

DUNS NUMBER: **348987574**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30th July 2024.

It's issued under the Framework Contract with the reference number **CCS RM6273** for the provision of **Employee Benefits**

CALL-OFF LOT(S):
Lot 1: Managed Service

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

Crown Copyright 2018

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:
 - Joint Schedules for **RM6273 Employee Benefits and Services**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - 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 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - 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 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6273 Employee Benefits and Services**
7. 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

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*

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

Crown Copyright 2018

d) Cycle to work,

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: **5th September 2024**

CALL-OFF EXPIRY DATE: **31st July 2027 with the potential to extend by 1 further year to 31st July 2028**

CALL-OFF INITIAL PERIOD: **3 years 0 months**

CALL-OFF EXTENSION PERIOD: **1 year**

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 **£1.25million**

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

[REDACTED]

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

None

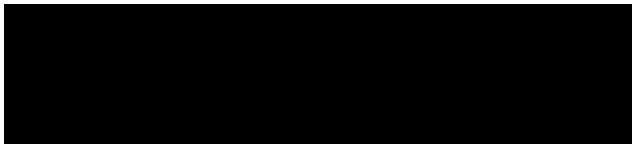
Framework Schedule 6 (Order Form and Call-Off Schedules)

Crown Copyright 2018

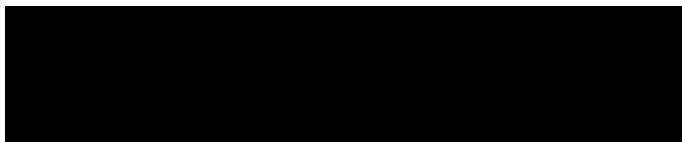
BUYER'S SECURITY POLICY

None

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



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



KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information).

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)

Framework Schedule 6 (Order Form and Call-Off Schedules)
Crown Copyright 2018