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

## Order Form

CALL-OFF REFERENCE: SR1893461947

THE BUYER: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

BUYER ADDRESS xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

THE SUPPLIER: Reward Gateway (UK) Ltd

SUPPLIER ADDRESS: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

REGISTRATION NUMBER: 5696250

### Applicable Framework Contract

Contract Signature Date:

This Order Form is for the provision of the Call-Off Deliverables and dated 18/03/2025.

It’s issued under the Framework Contract with the reference number SR1893461947 for the provision of Employee Benefits and Services (employee discounts, payroll giving, a cycle to work scheme, the administration of in-year reward vouchers, childcare vouchers and a dental

insurance scheme) - RM6273 - Employee Benefits and Services (Lot 1).

### 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:

* 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 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties) – Not Applicable
  + Joint Schedule 8 (Guarantee) – Not Applicable
  + Joint Schedule 9 (Minimum Standards of Reliability) – Not Applicable
  + 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 6 (ICT Services)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 12 (Clustering)
  + 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 17 (MOD Terms) – Not Applicable
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 19 (Scottish Law) – Not Applicable
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-off Schedule 21 (Northern Ireland Law) – Not Applicable
  + Call-off Schedule 22 (Lease Terms)
  + Call-Off Schedule 23 (HMRC Terms)

CCS Core Terms (version 3.0.11)

1. 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

The following Special Terms are incorporated into this Call-Off Contract:

As per Joint Schedule 11, the Parties acknowledges that where there is any change to the data processing requirement in relation to their respective obligations under this Contract which has not been expressly stated therein, an agreed and signed variation form may be used to effect the changes as required.

*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,*

*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: 28th June 2025

CALL-OFF EXPIRY DATE: 27th June 2028

CALL-OFF INITIAL PERIOD: 3 years

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification) & Joint Schedule 6 Key Subcontractors

### 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 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

The total contract value is £4,880,771.85

**Cost Breakdown**

Redacted

### Call-Off Charges

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

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Indexation
* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

### Reimbursable Expenses

None

### Payment Method

SAP Ariba Invoicing

### Buyer’s Invoice Address:

### The Accounts Payable Team

### xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

### Buyer’s Authorised Representative

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

HMRC Operational Contract Manager

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

HMRC Operational Contract Manager

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

VOA Operational Contract Manager

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

HMRC Commercial Contract Manager

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

### Buyer’s Environmental Policy

Not Applicable

### Buyer’s Security Policy

Appended at Call-Off Schedule 9 - Security

### Supplier’s Authorised Representative

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Key Account Director

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

### Supplier’s Contract Manager

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Lead Corporate Counsel

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

### Progress Report Frequency

On the first Working Day of each calendar month

### Progress Meeting Frequency

Within 10 working days of the start of each calendar month

### Key Staff

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Data Protection & Compliance Officer

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

### Key Subcontractor(s)

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

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### Commercially Sensitive Information

Supplier’s tender response including cost proposal

Names of Supplier’s personnel and subcontractors

### Service Credits

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

The Service Credit Cap is: 10% of the Annual Contract Value

The Service Period is: Monthly

A Critical Service Level Failure is:

A Critical Service Level Failure will apply if the supplier fails to meet the Service Level Threshold stipulated for the following KPI’s found in Joint-Schedule-6-Key-Subcontractors:

* KPI = Online Portal (Key Indicator: A)
* KPI = Telephone Support Services (Key Indicator: A)
* KPI = Employee Benefits (Key Indicator: C)

### 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: | Xxxxxxxxxxxxxxxxxxx | Signature: | Xxxxxxxxxxxxxxxxxxx |
| Name: | Xxxxxxxxxxxxxxxxxxx | Name: | Xxxxxxxxxxxxxxxxxxx |
| Role: | Xxxxxxxxxxxxxxxxxxx | Role: | Xxxxxxxxxxxxxxxxxxx |
| Date: | Xxxxxxxxxxxxxxxxxxx | Date: | Xxxxxxxxxxxxxxxxxxx |