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

**Order Form**

|  |  |
| --- | --- |
| CALL-OFF REFERENCE: | **SaT/TRS/TD/KA** |
| THE BUYER: | His Majesty’s Treasury |
| BUYER ADDRESS | 1 Horse Guards Road, SW1A 2HQ |
| THE SUPPLIER: | Ernst & Young LLP |
| SUPPLIER ADDRESS: | 1 More London Place, London, SE1 2AF |
| REGISTRATION NUMBER: | OC300001 |
| DUNS NUMBER: | 221768935 |
| SID4GOV ID: | **210603** |

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the 11th of March 2025.

It’s issued under the Framework Contract with the reference number RM6269 for the provision of Restructuring and Insolvency Services.

**CALL-OFF LOT(S):**

Lot 1: Restructuring & Insolvency Services

# 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 includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6269
3. Framework Special Terms 4. The following Schedules in equal order of precedence:

* Joint Schedules for RM6269

Joint Schedule 1 (Definitions)

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 5 (Corporate Social Responsibility)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 7 (Financial Difficulties)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

* Call-Off Schedules for RM6269

Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Schedule 4 (Call-Off Tender)

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 10 (Exit Management)

Call-Off Schedule 14 (Service Levels)

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)
3. 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.

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| **CALL-OFF SPECIAL TERMS**  None. |  |
| CALL-OFF START DATE: | 24th of March 2025 |
| CALL-OFF EXPIRY DATE: | 24th of September 2025 |
| CALL-OFF INITIAL PERIOD: | **6 months** |

CALL-OFF OPTIONAL EXTENSION PERIOD: **6 months**

# CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification).

**SECURITY**

Short form security requirements apply.

# MAXIMUM LIABILITY

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

# CALL-OFF CHARGES

The total contract value is up to £3,000,000 exclusive of VAT. This includes the value of the extension option. It is based on Time and Materials as per the day rates submitted in Call-Off Schedule 5.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

**REIMBURSABLE EXPENSES**

None.

# PAYMENT METHOD

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Invoices should be submitted in PDF and addressed to contacts detailed in the contract award.

Invoices should contain the following information:

Contract Reference: [specific contract ref for each adviser]  Date period invoice covers.

HMT PO Reference: [specific blanket PO No, for each adviser]

The Supplier will submit a breakdown of who worked on the engagement for the period the invoice covers, this can be included on the invoice, in the approvals email or as a separate document that the department has sight of.

If an incorrect invoice is sent to Accounts Payable, then a credit note is required to be issued along with the corrected invoice.

The Supplier must facilitate payment by the Customer of the Charges under the Call Off Contract under any method agreed in this Order Form.

The Supplier must facilitate a change of payment method during the term of the Call Off Contract.

The Supplier shall not charge the Customer any fees for the use of any payment method or for a change of payment method during the term of the Call-Off Contract.

**BUYER’S INVOICE ADDRESS:**

Accounts Payable

Redacted Under FOIA Section 40, Personal Information

His Majesty’s Treasury

1 Horse Guards Road,

London, SW1A 2HQ

# BUYER’S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information

Policy Advisor

Redacted Under FOIA Section 40, Personal Information

1 Horse Guards Road

London, SW1A 2HQ

**BUYER’S ENVIRONMENTAL POLICY**

Not applicable.

**BUYER’S SECURITY POLICY**

The Short Form Security Requirements in Call Off Schedule 9 applies.

# SUPPLIER’S AUTHORISED REPRESENTATIVE

Redacted Under FOIA Section 40, Personal Information

**Deputy Managing Partner, Strategy & Transactions**

Redacted Under FOIA Section 40, Personal Information

**EY, 1 More London Place, London SE1 2AF**

**SUPPLIER’S CONTRACT MANAGER**

As above

**PROGRESS REPORT FREQUENCY**

See details in Call-Off Schedule 20 (Call-Off Specification).

**PROGRESS MEETING FREQUENCY**

See details in Call-Off Schedule 20 (Call-Off Specification).

# KEY STAFF

Redacted Under FOIA Section 40, Personal Information

Project Partner

Redacted Under FOIA Section 40, Personal Information

EY, 1 More London Place, London, SE1 2AF

**KEY SUBCONTRACTOR(S)**

**None**

**COMMERCIALLY SENSITIVE INFORMATION**

Key Staff names and Call-Off rates.

**SERVICE CREDITS**

Not applicable.

# ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements).

**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).

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| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | Redacted Under FOIA Section 40, Personal Information | Signature: | Redacted Under FOIA Section 40, Personal Information |
| Name: | Redacted Under FOIA Section 40, Personal Information | Name: | Redacted Under FOIA Section 40, Personal Information |
| Role: | Deputy Managing  Partner, Strategy &  Transactions | Role: | Deputy Commercial Director |
| Date: | 12 March 2025 | Date: |  |