

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

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

Order Form

Call-off reference:	PO Number to be advised
The buyer: Buyer address:	Agriculture and Horticulture Development Board Stoneleigh Park Kenilworth Warwickshire CV8 2TL
The supplier: Supplier address:	Grant Thornton UK LLP The Colmore Building Colmore Circus Birmingham B4 6AT
DUNS number: Sid4gov id:	

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

1 January 2022

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot:

4 - Finance

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. 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) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- None – applicable sections included in this call-off order form
4. Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not 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:

None

Call-off start date: 1 January 2022

Call-off expiry date: 31 December 2023

Call-off initial period: 2 years

Call-off deliverables:

Value Added Tax (“VAT”) Advisory Services

The Supplier will assist the Buyer in its dispute with HM Revenue & Customs (“HMRC”) regarding the VAT liability of the Buyer’s levy income. Specifically, the Supplier will support the Buyer with negotiations, reconsiderations and appeals of the decision. Whilst the HMRC decision is subject to review, the Supplier will also help the Buyer explore the possibility of registration as a VAT Act 1994 section 33 and/or section 33E body to optimise the Buyer’s VAT recovery should HMRC’s decision be upheld.

The Supplier may also advise on VAT and other indirect tax matters in response to specific enquiries that the Buyer refers to them from time to time.

For the purposes of this Call Off Order Form and the Call Off Contract Charges set out below, the taxes that may be covered are as follows:

VAT and other indirect taxes

For the avoidance of doubt the Supplier will not provide any advice on any taxes not included above as part of this Call Off Order Form.

For the purposes of this Call Off Order Form and the Call Off Contract Charges set out, the Supplier’s advice will be limited to UK tax legislation. Where advice is required for jurisdictions outside of the UK, a separate Call Off Contract will be required.

The Supplier may, at its discretion, and if requested, provide the Buyer from time to time with VAT advice on an ad hoc basis outside the scope of work set out in this Call Off Order Form and, if so, the Supplier may charge a separate fee for it.

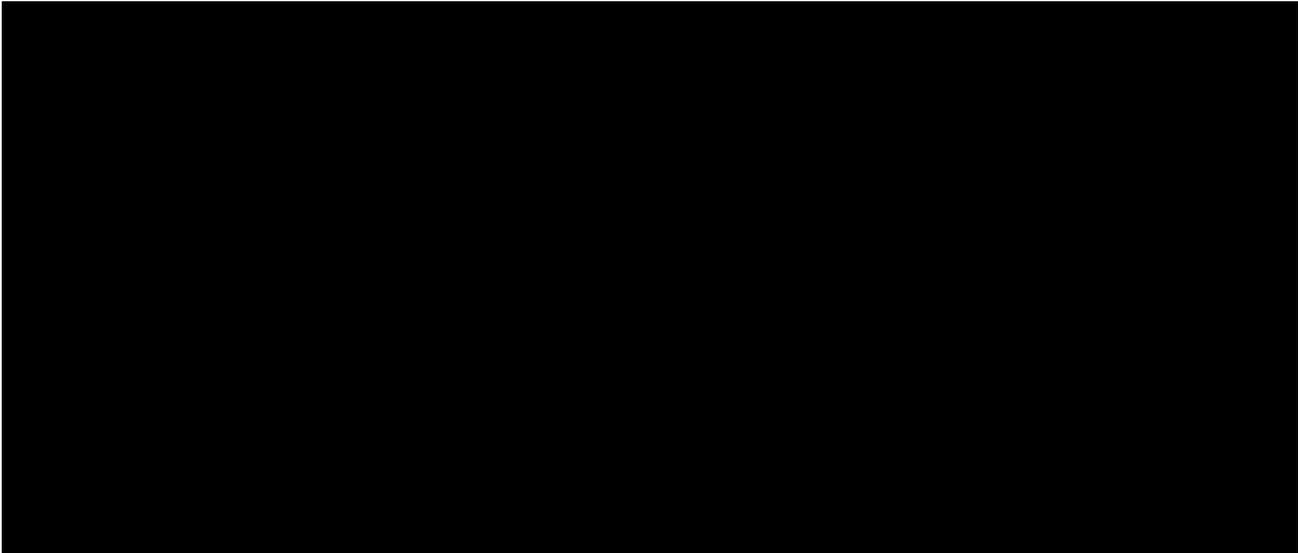
In relation to such enquiries, they may be included within the Call Off Contract Charges, depending on the expected time costs to complete the work. Where the Supplier expects that the time costs will exceed or have exceeded their threshold for advice to be included within the Call Off Contract Charges, the Supplier will communicate this to the Buyer as soon as they become aware. Further:

- i it shall be the Buyer's responsibility to ensure that they provide the Supplier with information and instructions that are complete, accurate and up to date, and the Supplier shall be entitled to assume that they are. The Supplier shall not be liable for any loss arising from advice that is based on incomplete, inaccurate or out-of-date information or instructions that the Buyer gives them;
 - ii the Supplier will confirm the details of the Buyer's enquiry and the scope of advice by email which will need to be confirmed by a contact as listed below before the Supplier can provide the required advice. The Supplier will provide their advice to the Buyer by letter and/or email, and within a timescale which the Supplier will agree with the Customer when the Buyer raises their enquiry;
 - iii it shall be specific to the particular purpose for which it is given. Unless otherwise agreed in writing, the Supplier shall not assume any responsibility or liability for advice that the Supplier provides that the Buyer may then choose to use or rely upon in relation to any other purpose;
 - iv unless otherwise agreed in writing, it shall be subject to the terms set out in this Call Off Order Form (including the additional Call Off Terms referred to in this Call Off Order Form)
- 1.1 Please note that the Supplier reserves the right to decline to advise in response to a particular enquiry if the Supplier considers that the area of enquiry falls outside their professional expertise or if there is some ethical/professional conduct reason why the Supplier is unable to advise. Further, the Supplier may ask the Buyer to enter into a separate engagement with them if the Supplier considers that the enquiry the Buyer has raised is sufficiently substantial and/or complex so as to warrant it being treated as a new, and separate, engagement.
- 1.2 Although the Supplier may from time to time inform the Buyer of tax developments, issues or ideas of which the Supplier becomes aware that may interest the Buyer, the Supplier accepts no duty to do so, or to monitor or update the Buyer in respect of any such matters.
- 1.3 In carrying out their work, the Supplier will act as the Buyer's agent, if so authorised by the Buyer. The Supplier acting as agent does not absolve the Buyer of their obligations to comply with all relevant tax legislation.
- 1.4 During the course of the Call Off Contract, the Supplier may need to correspond with third parties such as banks, other financial institutions etc who will require the Buyer's authority to correspond with the Supplier. Where this is the case the Supplier will forward to the Buyer a letter of authority which will require completing before it can be submitted to the relevant third party.

Maximum liability

The limitation of liability as stated in Clauses 11.1 and 11.2 of the Core Terms shall be replaced for this Call-Off Contract with £2,000,000.

Call-off charges



When specific enquiries are raised by the Buyer, the Supplier will propose an estimate of time required by personnel in providing a response. The proposal will be agreed by the Buyer before work begins. If during the course of delivery, that estimate changes, the Supplier will raise this with the Buyer and agree any changes before continuing.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

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

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

The Supplier's charges will be invoiced monthly and settled via BACS transfer.

Buyer's invoice address

Agriculture and Horticulture Development Board
Stoneleigh Park
Kenilworth
Warwickshire
CV8 2TL

Buyer's authorised representative





Supplier's authorised representative



Grant Thornton UK LLP
The Colmore Building
20 Colmore Circus
Birmingham
B4 6AT

Supplier's contract manager



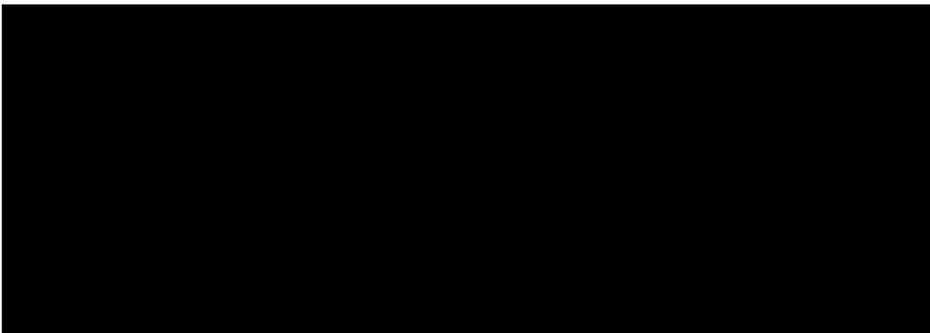
Progress report frequency

Not applicable

Progress meeting frequency

Not applicable

Key staff





Key subcontractor(s)

Not applicable

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

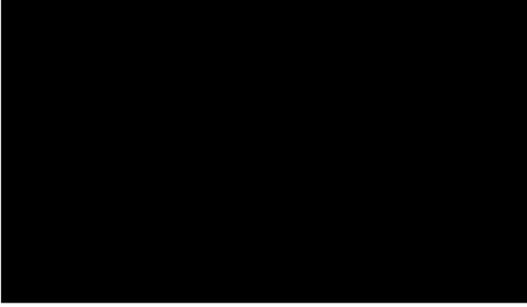
Not applicable

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:



For and on behalf of the Buyer:

