

## Framework Schedule 6b (Order Form and Call-Off Schedules) Direct Award

### Order Form

CALL-OFF REFERENCE: GSS25105

THE BUYER: UK Space Agency (UKSA)

BUYER ADDRESS: Polaris House, Swindon, SN2 1SZ

THE SUPPLIER: Corporate Travel Management (North) Limited

SUPPLIER ADDRESS: Shire House, Humboldt Street, Bradford, West  
Yorkshire, BD1 5HQ

REGISTRATION NUMBER: 00488182

DUNS NUMBER: 21-308-9972

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18<sup>th</sup> February 2025.

It's issued under the Framework Contract with the reference number **RM6342** for the provision of UKSA Travel Contract.

### CALL-OFF LOT(S):

LOT NUMBER AND DESCRIPTION	Tick as applicable	SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS
<b>Lot 1:</b> UK & Overseas 0 Booked Business Travel, Approved Civilian Programmes and Emergency Response Solutions	<input checked="" type="checkbox"/>	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 1) (Lot 1: <b>6 - 6.449.9</b> )
<b>Lot 2:</b> UK-Booked National and International Business Travel	<input type="checkbox"/>	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 2) (Lot 2: <b>7 - 7.772</b> )

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<b>Lot 3:</b> Venue Find & Supporting Services for Meetings, Conferences & Events	<input type="checkbox"/>	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 3) (Lot 3: <b>8 - 8.81</b> )
<b>Lot 4:</b> Venue & Vessel Accommodation & Wraparound Services	<input type="checkbox"/>	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 4) (Lot 4: <b>9 - 9.65</b> )

Only those paragraphs of Schedule 20 (Call-Off Specification) listed in "column 2" of the above table (which, for the avoidance of doubt apply to the Call-Off Lot(s) selected by the Buyer) shall be incorporated into the Call-Off Contract, and those which do not apply to the Call-Off Lots(s) selected by the Buyer, shall not be incorporated into the Call-Off Contract.

**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:

This contract has been categorised as a Gold contract in accordance with the Cabinet Office Contract Tiering Tool.

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6342**
3. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6342**
    - 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 8 (Guarantee)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **RM6342**
    - 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)

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- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9a (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 16 (Benchmarking)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.11)
  5. Joint Schedule 5 (Corporate Social Responsibility) **RM6342**

If Call-Off Schedule 9B (MOD Security) is incorporated into this Order Form, then Call-Off Schedule 9A (Security) shall not apply to the Call-Off Contract.

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 clauses in the Core Terms shall be amended in accordance with the following Call-Off Special Terms which shall be incorporated into the Call-Off Contract:

- Clause 2.4 shall be deleted and replaced with the following wording:
 

"If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using either Framework Schedule 6A (Order Form Template and Call-Off Schedules - Further Competition) or Framework Schedule 6B (Order Form Template and Call-Off Schedules – Direct Award). If allowed by the Regulations, the Buyer can:

  - (a) make changes to the Order Form Template;
  - (b) create new Call-Off Schedules;
  - (c) exclude optional template Call-Off Schedules; and/or
  - (d) use Special Terms in the Order Form to add or change terms.
- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract;
- Clause 4.3(a) shall be deleted and replaced with the following wording:
 

"exclude VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority), which is payable in addition to the Charges and the Management Charge in the manner and at the rate prescribed by applicable law, in the jurisdiction in which the relevant supply takes place, from time to time, subject to the

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provision of a valid VAT invoice (or its local equivalent) as prescribed by local law or practice"

- Clause 7.5 shall be amended by the inclusion of the following wording at the end of Clause 7.5: "including arising out of or in connection with the removal of their activity in connection to this call of contract of their employment and/or the exercise of the Buyer's right under Clause 7.2";
- Clause 10.6.3(b) shall be amended so that the words "in the Contract Year in which termination occurs" will be added before the words "if the Contract" in the last line
- Clause 14.4 shall be amended by the inclusion of the words "(including, but not limited to, the Supplier System as defined in Call-Off Schedule 6 )" after the words "Supplier system";
- Clause 14.8(c), shall be deleted and replaced with the following wording: "must securely (i) destroy all Storage Media that has held Government Data at the end of life of that media, or (ii) erase all Government Data from all Storage Media prior to any sale, gift or other transfer of that media, in each case using Good Industry Practice";
- A new Clause 15.8 shall be added at the end of Clause 15 as follows: "15.8 Nothing in this Clause 15 shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of its Intellectual Property Rights."

**CALL-OFF START DATE:** 21<sup>st</sup> February 2025

**CALL-OFF EXPIRY DATE:** 20<sup>th</sup> February 2027

**CALL-OFF INITIAL PERIOD:** 24 months

**CALL-OFF OPTIONAL EXTENSION PERIOD:** Not applicable

**CALL-OFF DELIVERABLES**

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

**MAXIMUM LIABILITY**

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,500,000.00 excluding VAT.

**CALL-OFF CHARGES**

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

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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**

BACS within 30 days of invoice.

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method stipulated by the Buyer in the Order Form.

The Supplier must facilitate any change of payment method requested by the Buyer on reasonable notice to the Supplier during the term of any Call-Off Contract and for the avoidance of doubt any such change shall not be subject to the provisions of Clause 24.

The Supplier shall not charge the Buyer for implementing or complying with a change in payment method during the term of the Call-off Contract.

**BUYER'S INVOICE ADDRESS:**

UKSA – UK Space Agency  
C/O UK SBS  
Queensway House, West Precinct  
Billingham  
TS23 2NF  
United Kingdom

**BUYER'S AUTHORISED REPRESENTATIVE**



**BUYER'S ENVIRONMENTAL POLICY**

DSIT Environmental Policy



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**BUYER'S SECURITY POLICY**

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Framework Ref: RM6342  
Project Version: v1.0  
Model Version: v3.10

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**SUPPLIER'S CONTRACT MANAGER**







**PROGRESS REPORT FREQUENCY**

Monthly or on request through Online datahub suite.

**PROGRESS MEETING FREQUENCY**

Quarterly

**KEY STAFF / KEY ROLES**

Supplier Framework Manager	
Supplier Marketing Contact	
Project Manager	
Implementation Manager	

**KEY SUBCONTRACTOR(S)**

Not applicable.

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable.

**SERVICE CREDITS**

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).  
The Service Credit Cap is: £35,000.

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The Service Period is: three (3) months

A Critical Service Level Failure is a failure to meet the applicable Service Level Threshold for:

- SL1 (Online Booking System and mobile booking system app); and/or
- SL2 (Telephone Answering Times); and/or
- SL6(a) (Response times and Complaints Management); and/or
- SL7 (Price Match); and/or
- SL8 (Call Backs)

**ADDITIONAL INSURANCES**

Not applicable.

**GUARANTEE**

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee).

**SOCIAL VALUE COMMITMENT**

Not applicable.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	