Order Form

CALL-OFF REFERENCE: SR604653576

THE BUYER: HM Revenue and Customs

BUYER ADDRESS 100 Parliament Street, Westminster,

London SW1A 2BQ

THE SUPPLIER: Specsavers Optical Superstores Ltd

SUPPLIER ADDRESS: Forum 6, Solent Business Park, Whiteley,

Fareham, PO15 7PA

REGISTRATION NUMBER: 1721624

DUNS NUMBER: 294612015

SID4GOV ID: Unknown

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25/10/2021. It's issued under the Framework Contract with the reference number RM6182 for the provision of Eye Care Services.

CALL-OFF LOT(S):

Lot 5: Eye Care

Framework Ref: RM6182 Project Version: v1.0 Model Version: v3.6

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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 Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6182.
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6182
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6182
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - 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 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 18 (Background Checks)
 - o Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (HMRC terms)
- 4. CCS Core Terms (version 3.0.8)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6182
- 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.

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Model Version: v3.6

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CALL-OFF SPECIAL TERMS

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

Special Term 1: REDACTED

Special Term 2: REDACTED

Special Term 3: REDACTED

CALL-OFF START DATE: 01/11/2021

CALL-OFF EXPIRY DATE: 31/10/2024

CALL-OFF INITIAL PERIOD: Three (3) Years

CALL-OFF OPTIONAL EXTENSION PERIOD: One (1) Year

CALL-OFF DELIVERABLES

Option B: 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 £91,000.

CALL-OFF CHARGES

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

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:

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Purchase orders and Invoices are transacted via MyBUY.

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To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Customer and shall:

- 1 register for the electronic transaction system in accordance with the instructions of the Authority;
- 2 allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system.

BUYER'S INVOICE ADDRESS:

Purchase orders and Invoices shall be transacted via MyBUY.

BUYER'S AUTHORISED REPRESENTATIVE

Purchase orders and Invoices shall be transacted via MyBUY.

BUYER'S ENVIRONMENTAL POLICY

Available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

Forum 6, Solent Business Park, Whiteley, Fareham, PO15 7PA

SUPPLIER'S CONTRACT MANAGER

REDACTED

Cirrus House, 10 Experian Way, Nottingham, NG2 1EP

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

REDACTED

Cirrus House, 10 Experian Way, Nottingham, NG2 1EP

REDACTED

REDACTED

KEY SUBCONTRACTOR(S)

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Nexu Transaction Technologies Ltd

COMMERCIALLY SENSITIVE INFORMATION Supplier's commercial pricing

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)

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

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