

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

Order Form

CALL-OFF REFERENCE: UKEF1323

THE BUYER: The Secretary of State acting through the
Export Credits Guarantee Department,
operating as UK Export Finance

BUYER ADDRESS 1 Horse Guards Road, London, SW1A 2HQ

THE SUPPLIER: Clarity Travel Limited

SUPPLIER ADDRESS: 4th Floor, Broadhurst House, 56 Oxford Street,
Manchester, M1 6EU

REGISTRATION NUMBER: 07413801

DUNS NUMBER: 216951075

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

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

It’s issued under the Framework Contract with the reference number RM6342 for the provision of UK-Booked National and International Business Travel.

CALL-OFF LOT(S):

LOT NUMBER AND DESCRIPTION	Tick as applicable	SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS
Lot 1: UK & Overseas 0 Booked Business Travel, Approved Civilian Programmes and Emergency Response Solutions	☐	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 1) (Lot 1: 6 - 6.449.9)
Lot 2: UK-Booked National and International Business Travel	X	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 2) (Lot 2: 7 - 7.772)

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Lot 3: Venue Find & Supporting Services for Meetings, Conferences & Events	☐	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 3) (Lot 3: 8 - 8.81)
Lot 4: Venue & Vessel Accommodation & Wraparound Services	☐	(Mandatory Service Requirements All Lots) (Mandatory Service Requirements: Lots 4) (Lot 4: 9 - 9.65)

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) - NOT USED
 - Joint Schedule 7 (Financial Difficulties) - NOT USED
 - Joint Schedule 8 (Guarantee) - NOT USED
 - Joint Schedule 9 (Minimum Standards of Reliability) - NOT USED
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **UKEF1323**
 - Call-Off Schedule 1 (Transparency Reports)

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- 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) - NOT USED
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9a (Security)
 - Call-Off Schedule 9b (MOD Security) - NOT USED
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering) - NOT USED
 - 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) - NOT USED
 - Call-Off Schedule 17 (MOD Terms) - NOT USED
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law) - NOT USED
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Northern Ireland Law) - NOT USED
 - Call-Off Schedule 23 (HMRC Terms) - NOT USED
 - Call-Off Schedule 24 (Corporate Resolution Planning - NOT USED
 - Call-Off Schedule 25 (Managed Service Drawdown) - NOT USED
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6342**

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

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- (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 4.5(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 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.”.

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CALL-OFF START DATE: 13 October 2025

CALL-OFF EXPIRY DATE: 12 October 2028

CALL-OFF INITIAL PERIOD: 3 years (36 months)

CALL-OFF OPTIONAL EXTENSION PERIOD: 2 x 12-month periods taken in any monthly increment.

CALL-OFF DELIVERABLES

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 **£2,000,000.00**.

CALL-OFF CHARGES

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

CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE

The total anticipated potential value of the Call-Off Contract is in the following potential range **£6,000,000.00 to £10,000,000.00**.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment of undisputed invoices will be made within thirty (30) days of receipt of invoice, which must be submitted promptly by the Supplier.

All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to:

REDACTED

BUYER'S INVOICE ADDRESS:

REDACTED

Within ten (**10**) Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

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To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.

Payments will be made to:

REDACTED

If you have a query regarding an outstanding payment please contact our Accounts Payable team by email to: **REDACTED**

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:
REDACTED

BUYER'S AUTHORISED REPRESENTATIVE
REDACTED

BUYER'S ENVIRONMENTAL POLICY
UK Export Finance Sustainability Strategy 2024-29, 30 April 2024, Available online at:

<https://www.gov.uk/government/publications/uk-export-finance-sustainabilitystrategy-2024-29/uk-export-finance-sustainability-strategy-2024-29>

BUYER'S SECURITY POLICY
HMG Security Policy Framework Version 1.1 – May 2018 available online at:

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

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Government Functional Standard GovS 007: Security Version 1.0 – 24 July 2020
available online at:

<https://www.gov.uk/government/publications/government-functional-standard-govs007-security>

SUPPLIER'S AUTHORISED REPRESENTATIVE
REDACTED

SUPPLIER'S CONTRACT MANAGER
REDACTED

PROGRESS REPORT FREQUENCY
Monthly

PROGRESS MEETING FREQUENCY
To be agreed as part of implementation plan

KEY STAFF
Not applicable

KEY ROLES

Supplier Framework Manager	REDACTED
Supplier Marketing Contact	REDACTED
Project Manager	REDACTED
Implementation Manager	REDACTED

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KEY SUBCONTRACTOR(S)
None

COMMERCIALLY SENSITIVE INFORMATION
Clarity requires that the buyer does not share with parties outside of their organisation the contractual schedule of service fees, Security Risk Management Overview document (SRMO) and Security Management Plan.

SERVICE CREDITS
The Service Credits: 10% of the amount payable in respect of the Deliverables per Service Period.
The Service Period is: One Month
A Critical Service Level Failure is: Where 3 Service Level Performance Criterion exceed the relevant Service Level Threshold for 3 consecutive months.

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:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	REDACTED	Date:	REDACTED