**Framework Schedule 6 (Order Form and Call-Off**

**Schedules)**

**Order Form**

|  |  |  |
| --- | --- | --- |
| CALL-OFF REFERENCE: | | CCCE23A01 |
|  |  |
| THE BUYER: |  | Crown Commercial Service |
| BUYER ADDRESS |  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| THE SUPPLIER: |  | Reward Gateway (UK) Ltd |
| SUPPLIER ADDRESS: |  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| REGISTRATION NUMBER: | | 05696250 |
| DUNS NUMBER: | | 348987574 |

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **8th February 2024**

It’s issued under the Framework Contract with the reference number RM6273 for the provision of an Employee Benefits Service.

CALL-OFF LOT(S):

# Lot 1: Managed Service

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 including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6273**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

* + Joint Schedules for **RM6273 Employee Benefits and Services** o Joint Schedule 2 (Variation Form)

o Joint Schedule 3 (Insurance Requirements)

o Joint Schedule 4 (Commercially Sensitive Information)

* + - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)

* + Call-Off Schedules for **RM6273 Employee Benefits and Services**

* + - 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 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 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 22 (Lease Terms)

CCS Core Terms (version 3.0.11)

1. Joint Schedule 5 (Corporate Social Responsibility) **RM6273 Employee Benefits and Services**
2. 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.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: *Should the Deliverables under the Call-Off Contract include any of the following Services:*

* 1. *Financial Wellbeing;*
  2. *Green Cars*
  3. *Payroll Giving; or*
  4. *Cycle to work,*

*as these Services constitute regulated financial activities or have other regulatory requirements, the Buyer will be required to sign an agreement directly with the Supplier’s Subcontractor, being the provider of those Services, in addition to the Call-Off Contract, in a form to be agreed between the Buyer and the Subcontractor.*

|  |  |  |
| --- | --- | --- |
| CALL-OFF START DATE: |  | **19th February 2024** |
| CALL-OFF EXPIRY DATE: |  | **18th February 2027** |
| CALL-OFF INITIAL PERIOD: |  | **Three Years** |

OPTION TO EXTEND: **One Year (3+1)**

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 **REDACTED TEXT under FOIA Section 43 Commercial Interests**

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

Not applicable

PAYMENT METHOD

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

Invoices should be submitted to: **REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S INVOICE ADDRESS:

Crown Commercial Service

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

BUYER’S ENVIRONMENTAL POLICY

[https://www.crowncommercial.gov.uk/information-for-buyers-and-suppliers/makingresponsible-decisions/sustainability**/**](https://www.crowncommercial.gov.uk/information-for-buyers-and-suppliers/making-responsible-decisions/sustainability/)

BUYER’S SECURITY POLICY

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

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

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**REDACTED TEXT under FOIA Section 40, Personal Information**

PROGRESS REPORT FREQUENCY

HR Operations must receive take-up monthly reports.

PROGRESS MEETING FREQUENCY

Every four-week intervals

KEY STAFF

**REDACTED TEXT under FOIA Section 40, Personal Information**

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KEY SUBCONTRACTOR(S)

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

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COMMERCIALLY SENSITIVE INFORMATION

Full submission, including technical and commercial envelope responses Duration: Full duration of contract

SERVICE CREDITS

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

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 TEXT under FOIA Section 40, Personal Information** | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Role: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date: | 12/2/2024 | Date: | 13/2/24 |