

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

Order Form

CALL-OFF REFERENCE:	CH-1524 P171
THE BUYER:	Companies House
BUYER ADDRESS	Crown Way, Cardiff, CF14 3UZ
THE SUPPLIER:	Serco Ltd
SUPPLIER ADDRESS:	Serco House, 16 Bartley Wood Business Park, Bartley Way Hook, RG27 9UY, United Kingdom
REGISTRATION NUMBER:	00242246
DUNS NUMBER:	216308056
SID4GOV ID:	n/a

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19/09/24. It's issued under the Framework Contract with the reference number RM6181 for the provision of Outsourced Contact Centre Services.

CALL-OFF LOT(S):
Lot 1 – Contact Centres

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) **RM6181**
3. Paragraph 9 and Annex 2 of Framework Schedule 3 (Framework Prices).
4. Framework Special Terms
5. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6181**

- 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 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 **RM6181 CH1524 P171**

- 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)
- 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 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 24 (Supplier Furnished Terms)

6. CCS PSC Outsourcing Core Terms (Version 2)
7. Joint Schedule 5 (Corporate Social Responsibility) **RM6181**
8. 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:

Special term 1 - *The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

- (i) specified in this Contract; or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.*

Special Term 2 – *For the period of one year commencing with the Start Date, Clause 2.8 of the Core Terms shall be deleted and replaced with the following:*

2.8 “The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- (a) verify the accuracy of the Due Diligence Information; or*
 - (b) properly perform its own adequate checks,*
- unless, notwithstanding Clause 2.7, the Supplier demonstrates that its failure would not have occurred but for an error, which was the responsibility of the Relevant Authority, in the Due Diligence Information. From the first anniversary of the Start Date, Clause 2.8 of the Core Terms v3.0.11 shall be reinstated. ”*

Special Term 3 – *Where, within one year of the Start Date, it is identified that there has been any error in the Due Diligence Information provided by the Authority to the Supplier, at the next meeting of the Operational Board (as defined in Call-Off Schedule 15 (Call-Off Contract Management)), the Operational Board shall discuss and agree any adjustments required to the Contract and/or the Due Diligence Information as a result of such error and shall appoint representatives of each of the Buyer and the Supplier to implement those adjustments. If the Operational Board cannot agree on the adjustments required, the matter shall be dealt with in accordance with the dispute resolution procedure set out in Clause 34 of the Core Terms.*

Special Term 4 – *Where the Buyer forecasts spend in the forthcoming year to be above £5m per annum, or where spend in the proceeding 12 months was above £5m, the terms under Joint Schedule 12 shall apply to spend from the date upon notification by the Buyer. The terms of Joint Schedule 12 shall not apply to spend invoiced or contracted within the supply chain prior to this date.*

Special Term 5 – *Where a General Change in Law results in an increase or decrease in the National Insurance rate the following clause shall apply:*

Where the National Insurance rate increases or decreases and such change directly affects the Supplier's costs of providing the Deliverables, the Parties shall enter into commercial discussions to reasonably assess the impact on the Charges. The Supplier must provide open book financial data to support discussions between the Parties providing transparent detail to support assessment and validation by the Buyer of any increase or decrease of the Charges proposed by either Party resulting from a change in National Insurance rate.

Where the Parties agree that a change to the Charges is necessary, such change shall be a Variation and must be made by following the Variation process at clause 25 of the Core Terms. Any such Variation shall only apply from the date that the Parties agree.

CALL-OFF START DATE: **17/07/2025 (Service Commencement Date 17/11/2025)**

CALL-OFF EXPIRY DATE: **17/11/2028**

CALL-OFF INITIAL PERIOD: **3 Years, 4 Months, 0 Days**

EXTENSION PERIOD: **24 months – option to take 12+12month**

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 12.2 of the Core Terms.

XXXXXXX

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment shall be made to the Supplier by automated payment mechanism (BACS)

BUYER'S INVOICE ADDRESS:

Accounts payable

accountspayable@companieshouse.gov.uk

Accounts Payable, Companies House, Crown Way, Cardiff CF14 3UZ

COLLABORATIVE WORKING PRINCIPLES

The Collaborative Working Principles apply to this Call-Off Contract.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

BUYER'S AUTHORISED REPRESENTATIVE

XXXXXX

Crown Way, Cardiff, CF14 3UZ

BUYER'S CONTRACT MANAGER

XXXXXX

**Commercial Team – contract management, Companies House, Crown Way,
Cardiff CF14 3UZ**

BUYER'S ENVIRONMENTAL POLICY

**Companies House Environmental Policy updated 20th May 2025 available
online at:** <https://www.gov.uk/government/publications/companies-house-environmental-policy/companies-house-environmental-policy>

BUYER'S SECURITY POLICY

**Appended at Call-Off Schedule 9 titled 'Call-Off Schedule 9 Supplier Security
Policy'**

SUPPLIER'S AUTHORISED REPRESENTATIVE

XXXXXX

**16 Bartley Wood Business Park
Barnsley Way
Hook
Hampshire
RG27 9UY**

SUPPLIER'S CONTRACT MANAGER

XXXXXX

**16 Bartley Wood Business Park
Barnsley Way
Hook
Hampshire
RG27 9UY**

PROGRESS REPORT FREQUENCY

**As per Call Off Schedule 15 and Call off Schedule 20, including but not limited
to section 4.10 and 4.11, subject to change by the Buyer – frequency may
change depending on the progress item.**

PROGRESS MEETING FREQUENCY

**As per Call Off Schedule 15 subject to change by the Buyer – frequency may
change depending on the progress item.**

KEY STAFF

**Address for all of the below Key Staff is 16 Bartley Wood Business Park,
Barnsley Way, Hook, Hampshire, RG27 9UY**

Where a name or contact details have not been provided contact should be made via the Serco senior leadership roles/ contract manager.

The scope of role is not an exhaustive list and shall cover the requirements outlined with Call Off Schedule 20 Specification.

TABLE REDACTED

KEY SUBCONTRACTOR(S)

XXXXXX

XXXXXX

XXXXXX

COMMERCIALLY SENSITIVE INFORMATION

No	Date	Item(s)	Duration of confidentiality
1	From tender submission date 09/12/2024.	All pricing information included within the ITT and the contract, in particular Annex 1 to Call Off Schedule 5 and any pricing information contained in any Variations	Duration of Contract including any extensions
2	From Contract Commencement Date	The Supplier's Tender response as per Call-Off Schedule 4 – Call off Tender	Duration of Contract including any extensions
3	From tender submission date 09/12/2024.	Details of the Supplier's proprietary tools, applications and methods	Duration of Contract including any extensions

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		that support the solution and business performance	
4	From tender submission date 09/12/2024.	Details of the Supplier's methodologies, such as our performance management or governance approach, that are unique to the Supplier	Duration of Contract including any extensions
5	From tender submission date 09/12/2024.	Details of the Supplier contract and financial information that is sensitive and not in the public domain	Duration of Contract including any extensions

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

XXXXXX

The Service Period is: **one Month**

A Critical Service Level Failure is: **those indicated in Call Off Schedule 14 (Service Levels) as a critical service level.**

ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

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)

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

Annex 1 – Key staff that do not come under defined term ‘Key Staff’ and are not subject to Call Off Schedule 7 Key Supplier Staff

The scope of role is not an exhaustive list and shall cover the requirements outlined with Call Off Schedule 20 Specification.

The Supplier shall provide support and resilience to these roles ensuring service to the Buyer is not effected by planned and unplanned leave.

TABLE REDACTED