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

Order Form

CALL-OFF REFERENCE:	23787
THE BUYER:	Home Office
BUYER ADDRESS	2, Marsham Street, Westminster, SW1P 4DF
THE SUPPLIER:	Reward Gateway UK Ltd
SUPPLIER ADDRESS:	Third Floor, 1 Dean Street, London, W1D 3RB
REGISTRATION NUMBER:	05696250
DUNS NUMBER:	348987574
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 16th January 2025.

It's issued under the Framework Contract with the reference number RM6273 Employee Benefits and Services: This is for the provision of delivering Employee Benefits and Services.

CALL-OFF LOT(S): N/A

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
 - Joint Schedule 1 (Definitions)
 - o Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - o 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
 - o 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)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - o 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)

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CCS Core Terms (version 3.0.11)

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

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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.

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:

- a) Financial Wellbeing;
- b) Green Cars
- c) Payroll Giving; or
- d) 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:	24/01/2025
CALL-OFF EXPIRY DATE:	23/01/2028
CALL-OFF INITIAL PERIOD:	3 Years

CALL-OFF OPTIONAL EXTENSION PERIOD: The Buyer can extend the Call-Off Contract Period by (12) months beyond the Call-Off Initial Period.

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 £5.43 million pounds.

CALL-OFF CHARGES

The maximum estimated Contract Value is up to £22,000,000, including all extension terms. See details in Call-Off Schedule 5 (Pricing Details)

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)] 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, which shall be reviewed and applied on an annual basis
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES None

PAYMENT METHOD

Prices should be submitted in pounds sterling and be inclusive of expenses and profit (which should be clearly separated) and exclusive of VAT.

BUYER'S INVOICE ADDRESS:

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY Not applicable

BUYER'S SECURITY POLICY Schedule 9 (Security)

SUPPLIER'S AUTHORISED REPRESENTATIVE





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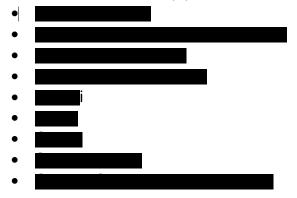
PROGRESS REPORT FREQUENCY

Monthly Performance Monitoring Report: Within 5 working days before Contract Management Meeting.

PROGRESS MEETING FREQUENCY Monthly Performance Review Meetings.

KEY STAFF	
Stephen Cleary	

KEY SUBCONTRACTOR(S)



COMMERCIALLY SENSITIVE INFORMATION

The Supplier's Pricing and charging information, details of the Supplier's solution and Services including the Specification and KPI performance.

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SERVICE CREDITS Not applicable

ADDITIONAL INSURANCES Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Where the Buyer requires a Call-Off Guarantee to be provided, the Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

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:	Commercial Director	Role:	Commercial Manager
Date:	27/1/2025	Date:	16/01/2025