

## Framework Schedule 6A (Call-Off Schedules – Direct Award)

### Order Form

CALL-OFF REFERENCE: **[Insert]** Buyer's contract internal reference number]

THE BUYER: Health Education England

BUYER ADDRESS Blenheim House, Duncombe Street  
Leeds, LS1 4PL

THE SUPPLIER: Corporate Travel Management

SUPPLIER ADDRESS: Shire House, Humboldt Street, Bradford, BD1 5HQ

REGISTRATION NUMBER: **00488182**

DUNS NUMBER: **213089972**

SID4GOV ID: **N/A**

CALL-OFF START DATE: 22<sup>nd</sup> September 2022

CALL-OFF EXPIRY DATE: 31<sup>st</sup> March 2023

CALL-OFF INITIAL PERIOD: Six (6) months

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months

GO LIVE DATE: 17<sup>th</sup> October 2022

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 22<sup>nd</sup> September 2022.

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions.

## CALL-OFF LOT(S) AND APPLICABLE SCHEDULE 20 (CALL-OFF SPECIFICATION) TERMS:

Column 1		Column 2
LOT NUMBER AND DESCRIPTION	Tick as applicable	SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS
Lot 1: Booking Solutions UK Points of Sale – Low Touch	√	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 5 (Lot 1: Booking Solutions UK Points of Sale – Low Touch)
Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch	√	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 6 (Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch)
Lot 3: Booking Solutions Specialist Needs	√	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 7 (Lot 3: Booking Solutions Specialist Needs)
Lot 4: Booking Solutions Venues & Events	√	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 8 (Lot 4: Booking Solutions Venues & Events)

## 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 - Direct Award) or Framework Schedule 6B (Order Form Template and Call-Off Schedules – Further Competition). 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*
- (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 4.3(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 termination 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 second sub-clause of Clause 10.6.3(b);

Clause 10.6.5 shall be amended so that the cross-reference “3.2.10” is deleted;

Clause 14.4 shall be amended by the inclusion of the words *“(including, but not limited to, the Supplier System)”* 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.”.*

## **CALL-OFF DELIVERABLES**

See details in Call-Off (Call-Off Specification).

## **Overseas Points of Sale**

**N/A**

## **CALL-OFF CHARGES**

**[Option B]**: See details in Call-Off Schedule 5 (Pricing Details)]



## **CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE**

Notwithstanding anything to the contrary contained in the Call-Off Contract, the total anticipated potential value set out above does not create a commitment of any kind from the Buyer in relation (or bind the Buyer in any way) to any minimum committed spend, volume or otherwise and such anticipated potential value will not be taken into account when calculating any reasonable committed and unavoidable Losses under Clause 10.6.3(b) of the Core Terms.

## **REIMBURSABLE EXPENSES**

Not applicable

## **PAYMENT METHOD**

### **BACS**

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

## **BUYER'S INVOICE ADDRESS:**

HEALTH EDUCATION ENGLAND

T73 PAYABLES

PHOENIX HOUSE,

TOPCLIFFE LANE

WAKEFIELD,

WF3 1WE

## **BUYER AUTHORISED REPRESENTATIVE**

[REDACTED]

Senior Financial Accountant

Accounting, Governance & Systems Team

Finance, Funding and Commercial Directorate

E-mail: [REDACTED]

## **SUPPLIER AUTHORISED REPRESENTATIVE**

[REDACTED]

EU Data Protection Officer

Eu.dpo@travelctm.com

Shire House, Humboldt Street, Bradford, BD1 5HQ

Framework Ref: RM6217

Project Version: v1.0

Model Version: v3.8

## **SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

**Lead Client Manager - Crown**

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

## **PROGRESS REPORT FREQUENCY**

On the first Working Day of each week.

## **PROGRESS MEETING FREQUENCY**

Quarterly

## **QUALITY PLANS**

Within 30 days of the Start Date

## **KEY STAFF**

[REDACTED]

Lead Client Manager – Crown

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

[REDACTED]

**Finance Manager**

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

[REDACTED]

Head of Operations

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

[REDACTED]

Business Support / Implementation Manager

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

[REDACTED]

Director – Client Services

[REDACTED]

Shire House, Humboldt Street, Bradford, BD1 5HQ

## **KEY SUBCONTRACTOR(S)**

Framework Ref: RM6217

Project Version: v1.0

Model Version: v3.8

N/A

## COMMERCIALLY SENSITIVE INFORMATION

Buyers are not permitted to share any CTM commercially sensitive information outside of the scope of the remit in implementing the account which includes but not limited to the following areas – CTM Pricing Schedule, Business Continuity and Security related documents. Please refer to your CTM Client Manager for further guidance.

## SERVICE CREDITS

In accordance with schedule 14 (service credits). Part A: Services Levels and Service Credits table

## ADDITIONAL INSURANCES

N/A

## GUARANTEE

N/A

## 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 3 (Continuous Improvement) and/or 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:	General Manager	Role:	Director of Finance
Date:	04/10/2022	Date:	04/10/2022