

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

CALL-OFF REFERENCE: N/A

THE BUYER: Nursing and Midwifery Council

BUYER ADDRESS: 23 Portland Place, W1B 1PZ

THE SUPPLIER: Barclays Bank plc T/A Barclaycard Payments

SUPPLIER ADDRESS: 1 Churchill Place, London, E14 5HP

SUPPLIER REFERENCE: RM6118/Sv1.0

REGISTRATION NUMBER: 01026167

DUNS NUMBER: 210021523

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23/01/2024.

It's issued under the Framework Contract with the reference number RM6118 for the provision of payment acceptance services, specifically those Deliverables set out below.

CALL-OFF LOT(S):

Selected	Lot Number / Name	Description
<input type="checkbox"/>	Lot 1 – Face to Face (Cardholder Present) & Card Not Present (CNP) Card Acquiring, Gateway & Alternative Payment Method (APM) Services	<p>A multi-Supplier Lot across all UK public sector bodies to provide services including as a minimum:</p> <ul style="list-style-type: none"> the provision of Merchant Card Acquiring Services, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, from the Payer, from traditional, new and existing payment cards, to Buyers to facilitate Face to Face and CNP Transactions; the provision of Merchant Card Acquiring Equipment, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, from the Payer, from traditional, new and existing payment

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		<p>cards, to Buyers to facilitate Cardholder Present and Cardholder Not Present Transactions;</p> <ul style="list-style-type: none"> the provision of Payment Gateway Services, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, including e-Commerce online payments, from the Payer, from payment cards and from Alternative Payment Methods (APMs), to Buyers; and the provision of Fraud and Risk Management core Services, Standard Online and Mobile Card Security Services and Transactional Payment Risk Management.
<input type="checkbox"/>	Lot 2 – CNP Card Acquiring, Gateway & APM Services	<p>An e-Commerce multi-Supplier Lot across all UK public sector bodies to provide services including as a minimum:</p> <ul style="list-style-type: none"> the provision of Merchant Card Acquiring Services, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, from the Payer, from traditional, new and existing payment cards, to Buyers to facilitate CNP Transactions; the provision of Payment Gateway Services, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, for e-Commerce online payments, from the Payer, from payment cards and from Alternative Payment Methods (APMs), to Buyers; and the provision of Fraud and Risk Management core Services, Standard Online and Mobile Card Security Services and Transactional Payment Risk Management.

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<input checked="" type="checkbox"/>	Lot 3 – Face to Face and CNP Card Acquiring Services	<p>A multi-Supplier Lot across all UK public sector bodies to provide services including as a minimum:</p> <ul style="list-style-type: none"> the provision of Merchant Card Acquiring Services, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, from the Payer, from traditional, new and existing payment cards, to Buyers to facilitate Face to Face and CNP Transactions; and the provision of Fraud and Risk Management core Services, Standard Online and Mobile Card Security Services and Transactional Payment Risk Management.
<input type="checkbox"/>	Lot 4 – CNP and Face To Face (Card Present) Gateway & APM Services	<p>A multi-Supplier Lot across all UK public sector bodies to provide services including as a minimum:</p> <ul style="list-style-type: none"> the provision of Merchant Card Acquiring Equipment, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, from the Payer, from traditional, new and existing payment cards, to Buyers to facilitate Cardholder Present and Cardholder Not Present Transactions; the provision of Payment Gateway Services, to facilitate the receipt, transfer and accounting of incoming domestic and foreign payment streams, including e-Commerce online payments, from the Payer, from payment cards and from Alternative Payment Methods (APMs), to Buyers; and the provision of Fraud and Risk Management core Services, Standard Online and Mobile Card Security Services and Transactional Payment Risk Management.

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Model Version: v3.5

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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) **RM6118**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6118**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **RM6118**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 23 (Payment and Related Services Terms) inc Part 1
 - Call-Off Schedule 23 Part 2 Section 1 (Acquiring Services Terms) (if applicable)
 - Call-Off Schedule 23 Part 2 Section 2 (Payment Equipment Terms) (if applicable)
 - Call-Off Schedule 23 Part 2 Section 3 (Gateway Services Terms) (if applicable)
4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6118**

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**Special Term – Payment Equipment**

- 1.1** Notwithstanding any provision to the contrary, in the event of any inconsistency between these Special Terms and the provisions of Call-Off Schedule 23 (Payment Equipment and related Services (including Payment Equipment) Supply Terms) of this Call-Off Contract, the provisions set out in these Special Terms shall prevail.
- 1.2** The Parties acknowledge that the obligations of the Supplier within Call-Off Schedule 23 (Payment Equipment and related Services (including Payment Equipment) Supply Terms) that are unaffected by these Special Terms shall only be read as applying to the Payment Equipment Deliverables provided under this Call-Off Contract.

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1.3 No purchase right. The Buyer acknowledges and agrees that by entering into this Call-Off Contract it shall have no right to purchase the Leased PE provided under this Call-Off Contract. Accordingly, paragraph 5.4 of Part 2 Section 2: Payment Equipment Terms of Call-Off Schedule 23 (Payment Equipment Services) shall be disappplied from this this Call-Off Contract.

1.4 Supply of Leased PE only. The Parties agree that no maintenance and support is provided as part of this Call-Off Contract (or any subsequent PE Order Form). Consequentially, clauses 7.9 to 7.12 of Part 2 Section 2: Payment Equipment Terms of Call-Off Schedule 23 (Payment Equipment Services) are expressly excluded from this Call-Off Contract.

1.5 Buyer responsibility for Printables. The Buyer shall replace the initial stock of Printables provided to the Buyer (if applicable) by the Supplier once they have run out (and paragraph 5.5 of Part 2 Section 2: Payment Equipment Terms of Call-Off Schedule 23 (Payment Equipment Services) shall be interpreted accordingly).

Special Term – Smartpay Fuse

In the event that the Smartpay Fuse Payment Gateway is provided the following terms shall also apply to the contract:

1.1. CNP Payment Gateway only

Notwithstanding the provisions of the Specification, the Parties agree that the Smartpay Fuse Gateway shall only be used for card-not-present Transactions. Paragraph 6.1.4 of Call-Off Schedule 23 Part 2 Section 3 (Gateway Services Terms) shall be amended accordingly.

1.2. Amendments to service levels

Any service levels relating to the Gateway in either the Specification or Call-Off Schedule 23 Part 2 Section 3 (Gateway Services Terms) shall be replaced by the Smartpay Fuse Support Guide as provided by the Seller to the Buyer from time to time.

1.3. Data

The Buyer consents to transfers pursuant to paragraph 5(d) of Joint Schedule 11 by using Smartpay Fuse, in respect of data transfers to the Key Subcontractor, Cybersource.

CALL-OFF START DATE:	01/02/2024
CALL-OFF EXPIRY DATE:	31/01/2025 unless the Call-Off Optional Extension Period is exercised (if applicable)
ACTIVATION DUE DATE	Not applicable – the Activation Date shall be deemed to be the Call-Off Start Date
FINISH DATE	Refer to Call-Off Expiry Date

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CALL-OFF INITIAL PERIOD: 12 Months

**CALL-OFF OPTIONAL
EXTENSION PERIOD:** N/A

CALL-OFF DELIVERABLES

Tick all that are relevant

Selected	Service	Applicable terms
<input checked="" type="checkbox"/>	Core Acquiring	Call-Off Schedule 23 Part 2 Section 1 (Acquiring Services Terms)
<input type="checkbox"/>	Ingenico Terminal Hire <input type="checkbox"/> Lane 3000 <input type="checkbox"/> Move 5000 <input type="checkbox"/> iCT 250 <input type="checkbox"/> iCT 250 with IPP350 PIN PAD <input type="checkbox"/> IPP350 <input type="checkbox"/> iWL252	Special Term – Payment Equipment Call-Off Schedule 23 Part 2 Section 2 (Payment Equipment Terms)
<input type="checkbox"/>	Verifone Terminal Hire Models selected: <input type="checkbox"/> V200c – standalone/semi-integrated <input type="checkbox"/> P400 – Semi-integrated <input type="checkbox"/> V240m – standalone/semi-integrated <input type="checkbox"/> E355/E285 (MPOS) – semi-integrated	Special Term – Payment Equipment Call-Off Schedule 23 Part 2 Section 2 (Payment Equipment Terms)
<input type="checkbox"/>	Smartpay Advance Gateway	Call-Off Schedule 23 Part 2 Section 3 (Gateway Services Terms)
<input type="checkbox"/>	Smartpay Bureau Gateway	Call-Off Schedule 23 Part 2 Section 3 (Gateway Services Terms)
<input type="checkbox"/>	Smartpay Fuse Gateway	Special Term – Smartpay Fuse Call-Off Schedule 23 Part 2 Section 3 (Gateway Services Terms)

QUALITY PLANS

Not required

MAINTENANCE SCHEDULE

- Confirm here if the Supplier is to create and maintain a rolling schedule of planned maintenance in accordance with Paragraph 9.1 of Schedule 23 (Payment and Related Services Terms): **Not required**
- The timetable and instructions relating to such planned maintenance shall be: **N/A**

SOFTWARE TERMS

- Terms for licensing of non-COTS third party software in accordance with Paragraph 10.23 of Schedule 23 (Payment and Related Services Terms) and

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COTS software in accordance with Paragraph 10.3 of Schedule 23 (Payment and Related Services Terms) are set out below:

N/A

2. Additional terms for provision of a Software as a Service solution and provision of Software Support & Maintenance Services (as referred to in are detailed in Paragraph 11.2 of Schedule 23 (Payment and Related Services Terms)) are set out below:

N/A

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 are: £370,000.00 Estimated Charges in the 12 months of the Contract.

CALL-OFF CHARGES Core Acquiring Fees

Item	Type	Fee
Acquiring processing fee	Per transaction	£0.10
Refunds processing fee	Per transaction	£0.10
Chargebacks	Per occurrence	£8.26
PCI Management Fee (if applicable)	Per year	£180

Interchange Plus Plus pricing individually identifies and reflects all three pricing elements of the Acquiring Fees, giving true cost transparency. Interchange Plus Plus pricing comprises:

Interchange Fees

These are set by the Card Schemes (such as MasterCard and Visa) and are paid in full to the Card Issuers with no additional charges from the Supplier.

Please refer to the Interchange and Scheme Fee Tables provided, which set out the current Interchange Fees as at the Call-Off Start Date.

In the event of any changes to Interchange Fees introduced by the Card Schemes (e.g. rates/ structure/ introduction of new categories), the Supplier will notify the Buyer of the new Interchange Fees and/or change to Card Scheme rules and amend its systems and Charges accordingly.

Scheme Fees

Scheme Fees are set by the Card Schemes (such as MasterCard and Visa) and are calculated using a number of components, predominantly Card type and rate. The Supplier operates on a cost recovery basis and uses the total Scheme Fees to calculate a 'per transaction' fee, which is both pence per transaction (ppt) and percentage (%) based, in line with the way the Supplier is charged by the Card Schemes.

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Please refer to the Interchange and Scheme Fee Tables provided, which set out the current Scheme Fees as at the Effective Date of this Call-Off Contract. In the event of any changes to the Scheme Fees introduced by the Card Schemes, the Supplier will notify the Buyer of the new Scheme Fees and amend its systems and Charges accordingly.

Please note – the Supplier is billed in Euros, and as such the Scheme Fee cost to the Supplier will vary slightly from the published rates at any time. However, the Supplier aims to hold the Scheme Fee rates as indicated within the then current Interchange and Scheme Fee Tables, but reserves the right to amend the rates if there is a considerable movement in the exchange rate.

Processing Fee

This covers the Supplier's transaction processing costs, overheads, and margin. the Supplier applies this as a volume based 'pence per transaction' (ppt) charge, rather than an ad valorem (percentage) charge. This provides a fixed processing fee which is unaffected by the sale value of the Buyer's associated goods or services.

Refunds

Please note that when processing a Refund transaction (regardless of Card type) on an Interchange Plus Plus pricing package, the Buyer will be charged the applicable Scheme Fee and Processing Fee for the Refund transaction, in addition to the fees charged on the original transaction. However, Interchange fees are reversed on Refund transactions, so will be a credit to the Buyer. MasterCard apply the applicable rate as detailed in the Interchange and Scheme Fee tables but as reverse interchange while Visa have specific Refund Interchange rates, which are also detailed in the Interchange and Scheme Fee tables.

Payment Equipment Charges

Item	Type	Fee
Terminal Lease	Per month per terminal	£20
Lost/Stolen/Damaged Fee (Maintenance Fee)	Per occurrence	£150

Gateway & APM Charges

Item	Type	Fee
Gateway transaction fee	Per transaction	£0.056 (5.6pence)
Minimum gateway fee	Per month (if applicable transactions do not equate)	£750

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

Via Direct Debit on the agreed settlement frequency

BUYER'S INVOICE ADDRESS:

Accounts Payable

Accounts.payable@nmc-uk.org

23 Portland Place, London, W1B 1PZ

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BUYER'S AUTHORISED REPRESENTATIVE

Helen Herniman Executive Director of Resources & Technology Services

procurement@nmc-uk.org

23 Portland Place

London

W1B 1PZ

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

Helen Young

Head of Public Sector

1234 Pavilion Drive, Northampton NN4 7SG

helen.young@barclays.com**SUPPLIER'S CONTRACT MANAGER**

Mark Handley

Relationship Director

mark.handley@barclaycard.co.uk 1234

Pavilion Drive, Northampton, NN4 7SG

PROGRESS REPORT FREQUENCY

To be agreed between the Buyer and Supplier

PROGRESS MEETING FREQUENCY

To be agreed between the Buyer and Supplier

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Registered Name	Registered Address / Trading Address	Registration Number (if applicable)	Relevant Services
PCI-PAL (U.K.) Limited	7 Gamma Terrace, Ransomes Europark, Ipswich, Suffolk, IP3 9FF	3960535	Core Acquiring (applicable to PCI DSS Level 1 Merchants)
Verifone (UK) Ltd	3 Roundwood Avenue, Stockley Park, Uxbridge, UB11 1AF	1830751	Payment Equipment and Gateway provider (Connect+)

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VERIFI UK LTD	11TH FLOOR, WHITEFRIARS	9557127	Fraud Services
	LEWINS MEAD, BRISTOL, ENGLAND, BC1 2NT		
Ingenico eCommerce Solutions Ltd	20 Eastbourne Terrace, London, England, W2 6LG	6787971	Gateway (ePDQ) and Payment Equipment
American Express Payment Services Limited	Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX	6301718	Merchant Acquiring (where American Express is an accepted Card Scheme)
The Logic Group Enterprises Limited	Logic House, Waterfront Business Park, Fleet Road Fleet, Hampshire, GU51 3SB	02609323	Gateway (Smartpay Advance/Smartpay Bureau) – service and billing is provided by The Logic Group
Ingenico UK Ltd	Ingenico (UK) Limited whose registered office is at 1 Park Row, Leeds, LS1 5AB	02135540	Payment Equipment
CYBERSOURCE LTD.	100 New Bridge Street, London, United Kingdom, EC4V 6JA	03425262	Gateway (Smartpay Fuse)

COMMERCIALLY SENSITIVE INFORMATION

In addition to any information set out in Joint Schedule 4 (Commercially Sensitive Information), the following shall also be considered to be Commercially Sensitive Information:

No.	Date	Item(s)	Duration of Confidentiality
1	3 February 2020	All Call-Off Charges listed in this Contract or in Framework Schedule 3 (Framework Prices)	6 years from the Call-Off Expiry Date

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

See Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Not applicable

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SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div>DocuSigned by:  288C620C95DE436...</div>	Signature:	<div>DocuSigned by:  9DF80983D2244B6...</div>
Name:	Helen Young	Name:	Helen Herniman
Role:	Head of Public Sector	Role:	Executive Director of Resources and Technology Services
Date:	01 February 2024	Date:	01 February 2024