

# Order Form

**CALL-OFF REFERENCE:** **GSS24723**

**THE BUYER:** **Department for Energy Security & Net Zero (DESNZ)**

Additional users (see Call-Off Schedule 12 Clustering)

**1) UK Space Agency (UKSA)**

**2) Department for Business and Trade (DBT)**

**3) Department for Science, Innovation & Technology (DSIT)**

**BUYER ADDRESS:** 55 Whitehall, London, SW1A 2HP

**THE SUPPLIER:** Barclays Bank plc T/A Barclaycard Payments

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

**SUPPLIER REFERENCE:** RM6248/B

**REGISTRATION NUMBER:** 01026167

**DUNS NUMBER:** 210021523

## **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 27 November 2024.

It's issued under the Framework Contract with the reference number RM6248 for the provision of procurement cards.

## **CALL-OFF LOT(S):**

Lot 1: Procurement Card

## **CALL-OFF INCORPORATED TERMS**

Pursuant to clauses 2.4 and 2.5 of the Core Terms, the Buyer and the Supplier agree 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) RM6248 Payment Solutions 2
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6248 Payment Solutions 2
    - 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 RM6248 Payment Solutions 2
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 12 (Clustering)
  - Call-Off Schedule 24 (Lot 1 Procurement Card Terms)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6248 Payment Solutions 2

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.

Notwithstanding the exclusion of any Supplier terms forming part of the Call-Off Contract, where the Buyer will receive any Services from the Supplier relating to Lot 1 (Procurement Cards) (as more particularly described in Framework Schedule 1 (Specification), the Buyer acknowledges and agrees that the Supplier as a Card Issuer may require either: (a) the Buyer to enter into any Payment Instrument Product Terms (as defined in Call-Off Schedule 24 (Lot 1 Procurement Card Terms); and / or (b) any Buyer Personnel to complete additional Cardholder Terms (as defined in Call-Off Schedule 24 (Lot 1 Procurement Card Terms), in order to receive and / or have access to Procurement Cards issued by the Supplier.

### **CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:

**REDACTED**

The Buyer shall be liable to the Supplier for any failure by any Cluster Member to comply with the provisions of this Call-Off Contract as if the Buyer had been in breach of those provisions.

Without limiting any other rights it may have, the Supplier shall have available to it by way of defence against any claim brought by a Cluster Member all those matters that would be available to the Supplier by way of defence against any claim brought by the Buyer.

Notwithstanding paragraph 3.7.9 of Call-Off Schedule 12 (Clustering), the operation of the Services in respect of each Cluster Member shall be as agreed in writing between the Supplier and the relevant Cluster Member.

**CALL-OFF START DATE:** 1<sup>st</sup> December 2024

**CALL-OFF EXPIRY DATE:** 30 November 2025  
unless the Call-Off Optional Extension Period is exercised (if applicable)

**CALL-OFF INITIAL PERIOD:** 1 year

**CALL-OFF OPTIONAL EXTENSION PERIOD:** Option to extend annually for a further 3 years (1 year (Initial Period) + 1 year + 1 year + 1 year) Until 30/11/2028

#### **CALL-OFF DELIVERABLES**

Provision and maintenance Payment Instruments which is accessible to UK central government and wider public sector organisations under Lot 1.

#### **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 **zero** (the Buyer shall receive the Cards/Payment Instruments free of charge).

#### **CALL-OFF CHARGES**

The following ad-hoc fees or charges will be applicable to your card programme:

**REDACTED**

**REDACTED****REDACTED****PAYMENT OF  
REBATE**

Pursuant to Framework Schedule 1 (Specification), the Supplier shall pay the Rebate within 3 months following each anniversary of the Call-Off Contract (or the Call-Off Expiry Date when applicable) to the bank account specified below. The Buyer is responsible for making sure its bank details are correct.

**REDACTED****REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Via Direct Debit on the agreed settlement frequency

**BUYER'S INVOICE ADDRESS:**

BEIS - Department for Business, Energy & Industrial Strategy

UKSA – UK Space Agency

DIT – Department for International Trade

[finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)

C/O UK SBS Queensway House, West Precinct, Billingham ,TS23 2NF UK

**BUYER'S AUTHORISED REPRESENTATIVE**

Department for Energy Security and Net Zero

**REDACTED**

Finance Director

**REDACTED**

**UK Space Agency**

**REDACTED**

Director of Finance

**REDACTED**

**Department for Business and Trade**

**REDACTED**

Commercial Lead

**REDACTED**

**Department for Science Innovation and Technology**

**REDACTED**

Finance Director

**REDACTED**

#### **SUPPLIER'S AUTHORISED REPRESENTATIVE**

**REDACTED**

Head of Public Sector

**REDACTED**

#### **SUPPLIER'S CONTRACT MANAGER**

**REDACTED**

Relationship Manager

**REDACTED**

#### **KEY SUBCONTRACTOR(S)**

The following Key Subcontractors are in use under this Call-Off Contract as of the Call-Off Start Date:

##### **Key Subcontractor 1**

TSTotal System Services, Inc

Registered Number: U.S. Federal Identification Number: 58-1493818

Registered Address: 1 TSYS Way C/O Sales Tax Dept, Columbus, GA 31901

##### **Key Subcontractor 2**

Conferma Limited

Registered Number:

Registered Address: 5 Brooks Drive, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3TD

##### **Key Subcontractor 3**

Paragon Customer Communications Limited

Registered Number: 02788181

Registered Address: Lower Ground Floor, Park House, 16/18 Finsbury Circus, London, England ECM 7EB

**Key Subcontractor 4**

Thales DIS UK Limited

Registered Number: 01278148

Registered Address: 350 Longwater Avenue, Green Park, Reading, Berkshire RG2 6GF

**Key Subcontractor 5**

Visa Europe Limited

Registered Number: 05139966

Registered Address: 1 Sheldon Square, London W2 6TT

**Key Subcontractor 6**

MasterCard Europe SA

Registered Number: 03430157

Registered Address: 19th Floor 10 Upper Bank Street, London E14 5NP

**COMMERCIALLY SENSITIVE INFORMATION**

Please refer to Joint Schedule 4 (Commercially Sensitive Information)

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

**Signature Area**

Organisation Name:  
Department for Energy Security and Net Zero

Role/Title:  
ICS Managing Director

Name:  
**REDACTED**

Signature: **REDACTED**

Organisation Name:  
Barclays Bank Plc t/a Barclaycard Payments

Role/Title:  
Director of Public Sector

Name:  
**REDACTED**

Signature: **REDACTED**