

Framework Order Form and Call-Off Schedules
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Order Form

CALL-OFF REFERENCE:	P5175 / ITT7335
THE BUYER:	Raven Housing Trust
BUYER ADDRESS	29 Linkfield Lane, Redhill, Surrey, RH1 1SS
THE SUPPLIER:	Crowe UK LLP
SUPPLIER ADDRESS:	55 Ludgate Hill London EC4M 7JW
REGISTRATION NUMBER:	OC307043
DUNS NUMBER:	737966221
SID4GOV ID:	Not Known

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 13th December 2021.

It is issued under the Framework Contract with the reference number **RM6188** for the provision of **External Audit Services**.

CALL-OFF LOT(S): Lot 2

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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) **RM6188**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6188**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedules for P5175 / ITT7335
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Sustainability Policy)
 - Call-Off Schedule 22 (Information Security Policy)
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
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.
7. Letter of Engagement

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.

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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 - Clause 10.5 of the Core Terms is amended as follows:

- *The existing paragraph under clause 10.5 is numbered 10.5.1;*
- *The following paragraph is inserted after clause 10.5.1 and is numbered clause 10.5.2:*

Subject as required by Law or Regulation, the Supplier may terminate a Call-Off Contract upon such period of written notice is reasonable in the circumstances, if there is any Change in Law or other change in circumstance outside of the Supplier's reasonable control which would mean that the performance of the Call-Off Contract (including the application of any fee arrangements) would result in the Supplier being in breach of any obligations relating to conflicts of interest, independence and integrity under Law applicable to the Supplier provided that, prior to issuing any such notice of termination, the Supplier shall use best endeavours to seek an alternative solution to termination (which shall include a requirement to terminate any contract with a third party if the existence of that contract has led to a conflict of interest) and mitigate the impact of any such alternative solution or termination.

Special term 3 - The definition of "Conflict of Interest" in Joint Schedule 1 is deleted and replaced by the following:

a conflict between:

- (a) the financial interests,*
- (b) personal duties, or*
- (c) any obligations, applicable to the Supplier, relating to conflicts of interest, independence and integrity under Law,*

of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;

CALL-OFF START DATE: 13th December 2021

CALL-OFF EXPIRY DATE: 12th December 2026

CALL-OFF INITIAL PERIOD: 36 months

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CALL-OFF DELIVERABLES

Option B: 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 **£67,050.00 plus VAT**.

CALL-OFF CHARGES

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

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 only applies from 04 September 2025
- Specific Change in Law
- Other metric such as inflation.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

As set out in Call-Off Schedule 20, payment will be made in arrears, based on days of service delivered against the plan after the completion of each interim audit and final audit. The Supplier will submit a VAT invoice on this basis against the purchase order provided, for payment by BACS transfer.

BUYER'S INVOICE ADDRESS:

Accounts.payable@ravenht.org.uk

Raven House, 29 Linkfield Lane, Redhill, Surrey, RH1 1SS

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

BUYER'S AUTHORISED REPRESENTATIVE

Mark Baker

Director of Finance & Governance

Mark.baker@ravenht.org.uk

Raven House, 29 Linkfield Lane, Redhill, Surrey, RH1 1SS

BUYER'S ENVIRONMENTAL POLICY

Appended at Call-Off Schedule 21 – Sustainability Policy

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BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 22 – Information Security Policy

SUPPLIER'S AUTHORISED REPRESENTATIVE

Julia Poulter

Partner

Julia.poulter@crowe.co.uk

55 Ludgate Hill London EC4M 7JW

SUPPLIER'S CONTRACT MANAGER

James Hay

Audit Manager

James.hay@crowe.co.uk

55 Ludgate Hill London EC4M 7JW

PROGRESS REPORT FREQUENCY

In line with the key milestones audit timetable as set out in section 7 of Call-Off Schedule 20 (Call-Off Specification)

PROGRESS MEETING FREQUENCY

Weekly during the interim and final audit stages, plus planning meeting before commencement of the year's audit and a final closing meeting once all fieldwork is done.

KEY STAFF

Julia Poulter

Partner

Julia.poulter@crowe.co.uk

55 Ludgate Hill London EC4M 7JW

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Included in the Letter of Engagement

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

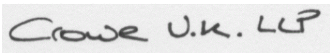

Not applicable

Framework Ref: RM6188

Project Version: v1.0

Model Version: v3.7 v2

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	Julia Poulter	Name:	Mark Baker
Role:	Partner	Role:	Director of Finance & Governance
Date:	09 February 2022	Date:	10 February 2022