

# RM6268 Vehicle Lease, Fleet Management and Salary Sacrifice

## Order Form

CALL-OFF REFERENCE: **P-32386**

THE BUYER: **Environment Agency**

BUYER ADDRESS

THE SUPPLIER: **Novuna Vehicle Solutions**

SUPPLIER ADDRESS:

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21/11/2023. It's issued under the Framework Contract with the reference number RM6268 for the provision of the Service, Inspection, Maintenance and Repair (SIMAR) of Commercial Assets.

### CALL-OFF LOT(S):

Lot 2a: Lease of commercial vehicles up to but not including 7.5 tonnes and

Lot 2b: Lease of commercial vehicles 7.5 tonnes and over

### 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) RM6268
3. Framework Special Terms

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6268
  - o Joint Schedule 1 (Definitions and Interpretations)
  - o Joint Schedule 2 (Variation Form)
  - o Joint Schedule 3 (Insurance Requirements)
  - o Joint Schedule 4 (Commercially Sensitive Information)
  - o Joint Schedule 5 (Corporate Social Responsibility)
  - o Joint Schedule 6 (Key Subcontractors)
  - o Joint Schedule 7 (Financial Difficulties)
  - o Joint Schedule 8 (Guarantee)
  - o Joint Schedule 10 (Rectification Plan)
  - o Joint Schedule 11 (Processing Data)
  - o Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6268
  - o Call-Off Schedule 1 (Transparency Reports)
  - o Call-Off Schedule 2 (Staff Transfer) N/A
  - o Call-Off Schedule 3 (Continuous Improvement)
  - o Call-Off Schedule 5 (Pricing Details)
  - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - o Call-Off Schedule 9 (Security)
  - o Call-Off Schedule 10 (Exit Management)
  - o Call-Off Schedule 14 (Service Levels)
  - o Call-Off Schedule 15 (Call-Off Contract Management)
  - o Call-Off Schedule 16 (Benchmarking)
  - o Call-Off Schedule 18 (Background Checks)
  - o Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6268

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:

The Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract).

For Lots 1, 2a, 2b and 3

Special Term 1. Core Terms Clause 3.1.2 does not apply to the Call-Off Contract;  
Special Term 2. Core Terms Clause 3.2 does not apply to the Call-Off Contract;  
Special Term 3. Core Terms Clause 8.7 does not apply to the Call-Off Contract;  
Special Term 4. Core Terms Clause 10.1.2 does not apply to the Buyer extending the Lease Period of any Equipment;

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

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Special Term 5. Core Terms Clause 10.2.2 does not apply to the Buyer terminating the hire of any Equipment; and

Special Term 6. Core Terms Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

For Lot 4

Special Term 1. Core Terms Clause 3.1.2 does not apply to the Call-Off Contract;

Special Term 2. Core Terms Clause 3.2 does not apply to the Call-Off Contract;

Special Term 3. Core Terms Clause 8.7 does not apply to the Call-Off Contract;

Special Term 4. Core Terms Clause 10.1.2 does not apply to the Employee User extending the Lease Period of any Equipment;

Special Term 5. Core Terms Clause 10.2.2 does not apply to the Employee User terminating the hire of any Equipment; and

Special Term 6. Core Terms Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount defined as part of the terms of the Call-Off Contract.

CALL-OFF START DATE: **16<sup>th</sup> January 2024**

CALL-OFF EXPIRY DATE: **15<sup>th</sup> November 2024 (with an option to extend for up to another 6 month period)**

CALL-OFF INITIAL PERIOD: **10 Months**

### 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 Contract Charges used to calculate liability for the duration of the Contract is £2,724,380.

### CALL-OFF CHARGES

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

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

Purchase order and Invoice

**BUYER'S INVOICE ADDRESS:**

SSCL (Environment Agency)  
PO Box 797  
Newport Gwent  
NP10 8FZ

DefraGroupFleetServices@environment-agency.gov.uk

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

Available online at: [Environment Agency quality policy and commitment to sustainable business - GOV.UK \(www.gov.uk\)](#)

**BUYER'S SECURITY POLICY**

Appended at Call-Off Schedule 9

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**PROGRESS REPORT FREQUENCY**

As per Call-Off Schedule 20 (Call-Off Specification)

Framework Ref: RM6268 Vehicle Lease, Fleet Management and Salary Sacrifice Car Schemes

Project Version: v1.0

Model Version: v3.9

**PROGRESS MEETING FREQUENCY**

As per Call-Off Schedule 20 (Call-Off Specification)

**KEY STAFF**


**KEY SUBCONTRACTOR(S)**

**COMMERCIALLY SENSITIVE INFORMATION**

See Joint Schedule 4

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
For and on behalf of the Supplier Signature:		For and on behalf of the Buyer Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	