

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

## Order Form

CALL-OFF REFERENCE: **K280021650**

THE BUYER: **Driver & Vehicle Standards Agency**

BUYER ADDRESS Berkeley House, Croydon Street, Bristol, BS5 0DA

THE SUPPLIER: **Nexus Vehicle Rental**

SUPPLIER ADDRESS: Nexus House, 2 Owlcotes Court, 141 Richardshaw Lane, Leeds, LS28 6AA

REGISTRATION NUMBER: 03833617

DUNS NUMBER:

SID4GOV ID:

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17 March 2022.

It's issued under the Framework Contract with the reference number RM6013 for the provision of Public Sector Vehicle Hire Solutions.

CALL-OFF LOT(S):  
**Lot 1**

### 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) RM6013
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6013
    - Joint Schedule 2 (Variation Form)

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

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- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6013
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 22 (Vehicle Hire Terms)
- 4. CCS Core Terms (version 3.0.6)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6013

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:

**Special Term 1** – The following Clauses in RM6013 Core Terms, do not apply to Call-Off.

- Clause 3.1.2 does not apply;
- Clause 3.2 does not apply;
- Clause 8.7 does not apply;
- Clause 10.2 does not apply to the Buyer extending the Hire Period of any Equipment;
- Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and
- Clause 10.5.2 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 10 (Consequences of expiry or termination).

CALL-OFF START DATE: **17 March 2022**

CALL-OFF EXPIRY DATE: **31 March 2024**

**CALL-OFF INITIAL PERIOD: 2 years**

**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 Year 1 Charges used to calculate liability in the first Contract Year is **£150,000.00**

**CALL-OFF CHARGES**

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 in Framework Schedule 3 (Framework Prices)

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:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)
- a request from the Supplier, which it can make at any time, to decrease the existing Prices.

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Monthly consolidated invoice for all services received by the Buyer during the month. Payment will be made by BACS no later than 30 days after receipt of a valid invoice.

**BUYER'S INVOICE ADDRESS:**

Shared Services arvato  
5 Sandringham Park  
Swansea Vale  
Swansea SA7 0EA

**BUYER'S AUTHORISED REPRESENTATIVE**

[XXXXXXX – redacted under FOIA section 40 – Personal Information]

**Senior Commercial Category Manager – Fleet & Travel**

[XXXXXXX – redacted under FOIA section 40 – Personal Information]

**The Axis, 112 Upper Parliament Street, Nottingham, NG1 6LP**

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[XXXXXXX – redacted under FOIA section 40 – Personal Information]

**Head of National Sales**

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[XXXXXXX – redacted under FOIA section 40 – Personal Information]  
Nexus House, 2 Owlcotes Court, 141 Richardshaw Lane, Leeds, LS28 6AA

### SUPPLIER'S CONTRACT MANAGER

[XXXXXXX – redacted under FOIA section 40 – Personal Information]

#### **Head of National Sales**

[XXXXXXX – redacted under FOIA section 40 – Personal Information]  
Nexus House, 2 Owlcotes Court, 141 Richardshaw Lane, Leeds, LS28 6AA

### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

### KEY STAFF

[XXXXXXX – redacted under FOIA section 40 – Personal Information]

#### **Contract Manager**

[XXXXXXX – redacted under FOIA section 40 – Personal Information]

**Berkeley House, Croydon Street, Bristol, BS5 0DA**

### KEY SUBCONTRACTOR(S)

N/A

### COMMERCIALLY SENSITIVE INFORMATION

Not applicable

### SERVICE CREDITS

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year **1.5%** of the Estimated Year 1 Call Off Contract Charges; and during the remainder of the Call Off Contract Period, **1.5%** of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of 12 Months immediately preceding the Month in respect of which Service Credits are accrued.

The Service Period is one Month

### ADDITIONAL INSURANCES

Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

### GUARANTEE

Not applicable

### 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 4 (Call-Off Tender)

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<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	[XXXXXXXX – redacted under FOIA section 40 – Personal Information]	Signature:	[XXXXXXXX – redacted under FOIA section 40 – Personal Information]
Name:	[XXXXXXXX – redacted under FOIA section 40 – Personal Information]	Name:	[XXXXXXXX – redacted under FOIA section 40 – Personal Information]
Role:	Legal Counsel	Role:	Senior Commercial Category Manager
Date:	17 March 2022	Date:	18 March 2022