

Order Form and Call-Off Schedules

Order Form

CALL-OFF REFERENCE: TBA

THE BUYER: Secretary of State for Education

BUYER ADDRESS
Department for Education
Sanctuary Buildings
Great Smith Street
London

THE SUPPLIER: Enterprise Rent-A-Car UK Limited

SUPPLIER ADDRESS: Enterprise House, Vicarage Road, Egham, Surrey
TW20 9FB

REGISTRATION NUMBER: 02946689

DUNS NUMBER: 739749968

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st November 2020

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 2 - Provision in all England, Scotland, Wales and Northern Ireland for short and over 28 days hire of standard passenger cars, light commercial vehicles (LCV), 4WD, 9 to 17seater minibuses of all fuel trains and transmissions and Car Share solutions, including access to pay as you go, short term hires, dedicated or shared vehicle assets and technology only to access Supplier's scheduling/reservation system

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

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CALL-OFF INCORPORATED TERMS

The following documents are 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)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - 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 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 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - 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
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.

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

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

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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:

CALL-OFF EXPIRY DATE: 4th September 2022

CALL-OFF INITIAL PERIOD: 1year 0 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 Year 1 Charges used to calculate liability in the first Contract Year is £200,000.00

CALL-OFF CHARGES

As contained within Call-Off Schedule 5 (Pricing Details)

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Embedded corporate Procurement Card

BUYER'S INVOICE ADDRESS: XXXX XXXXX XXXXX XXXXXXXXX

BUYER'S AUTHORISED REPRESENTATIVE

XXXX XXXXXXXXX

Category Manager

XXXX XXXXXXXXX

BUYER'S ENVIRONMENTAL POLICY



Enterprise Holdings
Environmental State

BUYER'S SECURITY POLICY



Enterprise Holdings
Statement of Security.

SUPPLIER'S AUTHORISED REPRESENTATIVE

XXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX

SUPPLIER'S CONTRACT MANAGER

XXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX

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

None

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

No.	Item(s)	Duration of Confidentiality
1	Any non-publicly available information relating to Supplier's, any Monitored Company's or any Sub-Contractors' prices, revenues, costs, profit, cash flow, investments or financial return;	No End Date / Duration - Ongoing / Continuous

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

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2	Any information relating to Supplier's or its Sub-Contractors' business model and personnel	No End Date / Duration - Ongoing / Continuous
3	Any information relating to Supplier's proprietary delivery methodologies and/or licensed I.T suite	No End Date / Duration - Ongoing / Continuous
4	Any information relating to Supplier's product specifications and product development programme.	No End Date / Duration - Ongoing / Continuous

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

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).

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