

**Crown Commercial Service**

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**Call-Off Form and Template Call-Off Terms for Services (non ICT)**

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**FRAMEWORK SCHEDULE 4**

**VEHICLE HIRE SERVICES ORDER FORM AND VEHICLE HIRE CALL-OFF TERMS**

## PART 1 – VEHICLE HIRE ORDER FORM

### SECTION A

This Order Form is issued in accordance with the provisions of the Framework Agreement CCS Vehicle Hire Services (RM1062). The Supplier agrees to supply the Services specified below on and subject to the terms of this Call-Off Contract and for the avoidance of doubt this Call-Off Contract consists of the terms set out in this Order Form and the Call-Off Terms.

**DATE** 14/07/2017  
**ORDER NUMBER** 19825  
**FROM** BPDTS Ltd "CUSTOMER"  
**TO** Enterprise Rent-A-Car UK Limited (company number 02946689 whose registered office is at Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB "SUPPLIER")

### SECTION B

#### 1. CALL-OFF CONTRACT PERIOD

**1.1 Call-Off Commencement Date:**

14/07/2017

**1.2 Call-Off Expiry Date:**

End date of Call-Off Initial Period

05/05/2020

End date of Call-Off Extension Period

05/05/2021

#### 2. CUSTOMER CORE SERVICES REQUIREMENTS

**2.1 Services required**

In Call-Off Schedule 2 (Services)

**2.2 Location/Sites of Delivery**

Vehicle Hire and Car Share will be delivered throughout England, Wales and Scotland. Exact delivery location will be confirmed at each individual hire request.

**2.3 Dates for Delivery of the Services**

The services shall be provided throughout the duration of the contract.

**2.4 Implementation Plan**

In Part A of Call-Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)

**2.5 Standards**

None over and above those required by the Framework Agreement

**2.6 Service Levels and Service Credits**

In Part A of Call-Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

**2.7 Critical Service Level Failure**

Not used

**2.8 Business Continuity and Disaster Recovery**

In Call-Off Schedule 9 (Business Continuity and Disaster Recovery)

For the purposes of the definition of "Disaster" in Call-Off Schedule 1 (Definitions) the "Disaster Period" shall be 30 days.

**2.9 Performance Monitoring**

In Annex 1 to Part B (Additional Performance Monitoring Requirements) of Call-Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

**2.10 Security**

As per the short form (paragraphs 1 to 5) in Schedule 8

**2.11 Period for providing the Rectification Plan**

Three (3) Working Days

**2.12 Exit Management**

Exit Management required as per Schedule 10 of the Call-Off Contract

**3. SUPPLIER'S INFORMATION**

**3.1 Supplier's Inspection of Sites, Customer Property and Customer Assets**

Inspection should not be required.

**3.2 Commercially Sensitive Information**

1. Supplier's or its Sub-Contractors' prices or costs
2. Supplier's or its Sub-Contractors' business model and personnel
3. Supplier's proprietary and/or licensed I.T suite and Intellectual Property Rights (IPR)
4. Supplier's product specifications and product development programme.

**4. CUSTOMER RESPONSIBILITIES**

**4.1 Customer Responsibilities**

The BPDTS Ltd Project Plan will be a live document. The actions will be agreed by both the Customer and the Supplier throughout the implementation of the contract.

**5. CALL-OFF CONTRACT CHARGES AND PAYMENT**

**5.1 Call-Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)**

Please refer to the Statement of Requirements Schedule 2 at Annex 2 to this Call-Off Form for Customer payment and invoicing requirements.

Paragraphs 7.1.6 and 9 of Call-Off Schedule 3 shall not be used and Supplier request for increase of the Call-Off Contract Charges shall not be permitted.

For the purposes of 7.1.5 of Call-Off Schedule 3 the Contract Charges will remain fixed for the Call-Off Initial Period.

For the purposes of 8.2 of Call-Off Schedule 3 assessments to reduce Call-off Contract Charges shall be every six (6) months from the Call-Off Commencement Date.

Pricing shall be no higher than those set out in Annex 1 of Schedule 3.

**5.2 Estimated Year 1 Call-Off Contract Charges**

Seventy five thousand pounds £75,000

**5.3 Undisputed Sums Limit**

For the purposes of Clause 39.1.1 the Undisputed Sums Limit shall be ten percent (10%) of the Estimated Year 1 Call-Off Contract Charges.

**SECTION C**

**6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS**

**6.1 Call-Off Guarantee**

This Call-Off Contract will not be subject to a Call-Off Guarantee

**6.2 Key Personnel**

As set out in Section B Customer Responsibilities of this Order Form

**6.3 Protection of Customer Data**

Customer Data to be provided in the format specified by the Customer when the Customer Data is requested

**6.4 Testing**

Clause 9.1 of the Call-Off Contract shall apply. The following tests shall be conducted upon the Booking Arrangements in advance of completion of the Implementation Plan:

- Secure online booking tool works and has the relevant restrictions and permissions as set out in Annex A Statement of Requirements of this Call-Off Form (if applicable).
- Other booking routes including telephone, email and fax are operational and able to receive bookings.
- Supplier is able to identify and tag relevant Customer Cost Centres.

**6.5 Limitations on Liability**

As per Clause 33 of the Call-Off Terms

**6.6 Insurance**

As BPDS Ltd personnel do not have Crown Indemnity, comprehensive motor insurance has been obtained from Zurich Municipal, whom have agreed to:

- i) insure the Hired Vehicle from the Due Delivery Date and keep the Hired Vehicle insured during the Hire Period and for up to 2 working hours after the specified end time, or when the Hired Vehicle is collected, or until the agreed date of collection by the Supplier, whichever is the earlier, or its nominated agent to the full replacement value thereof under a fully comprehensive policy of insurance in the name of the Insuring Party bearing endorsements recording the interest of the other Party and any other persons the other Party may nominate as loss payee. The insurance policy referred to above may be subject to such uninsured amount ("Excess") as may be applicable from time to time and the Customers shall pay to the Supplier any applicable Excess as provided for in Schedule 3 of the Framework Agreement (Charging Structure).
- ii) pay all premiums due under the insurance policy and otherwise comply with all the terms and conditions thereof and, if the Customer is insuring, produce to the Supplier on demand details of the policy, evidence of the adequacy of such insurance and evidence that all premiums have been duly paid. If the insuring Party fails to pay any premium the other Party may do so and the insuring Party shall reimburse the other Party the reasonable and proven costs of arranging such insurance.
- iii) apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Hire Vehicle.

**6.7 Termination without cause notice period**

The minimum number of days for the purposes of Clause 38.7.1 of the Call-Off Terms shall be fourteen (14)

**7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES**

**7.1 Supplemental requirements to the Call-Off Terms**

The following supplemental term shall apply to clause 3.13.6.5 of Framework Agreement Schedule 2: Services and Key Performance Indicators Part A: Services:

3.13.6.5 contact telephone number, facsimile number and/or email address of the Supplier and Contracting Authority, pre-agreed location for leaving keys (if delivery/collection takes place outside the time agreed with the Driver)

The following supplemental term shall apply to clause 3.18 of Framework Agreement Schedule 2: Services and Key Performance Indicators Part A: Services:

3.18.7 Where a charge for refuelling has been made by the Supplier and the Supplier has been provided with an email address for the Driver, the Supplier shall email the Driver and Contracting Authority with full details of the charges made.

The following supplemental term shall apply:

Any reference to the word 'promptly' shall take the dictionary definition as "with little or no delay".

The following supplemental term shall apply to clause 7.1 of the Call-Off Terms:

7.1.6 The Customer shall ensure that any Vehicle supplied under this Call-Off Contract shall only be driven by Approved Drivers holding a full driving license which allows them to operate the class of Vehicle provided. Any breach of this clause 7.1.6 will be deemed a material breach of this Call-Off Contract, and Customer shall indemnify Supplier in full for all costs, losses and any liability to a third party incurred by Supplier due to Customer's breach of this clause 7.1.6.

## **7.2 Amendments to/refinements of the Call-Off Terms**

The following Call-Off Term shall replace Clause 3.22 and 7.16 of Framework Agreement Schedule 2: Services and Key Performance Indicators Part A: Services:

3.22.1 The Supplier shall be responsible for the payment of fines, fees or penalties incurred by the Customer(s) or the Customer(s) Driver of a Vehicle including congestion charges, parking fines, tolls and road traffic offences ("Penalties). The exact list of what the Supplier shall be responsible for shall be stated in the Call-Off Order Form.

3.22.2 The Supplier shall pay within any initial payment timescales to avoid escalation of costs.

3.22.3 The Supplier shall be liable for any additional costs arising from escalations to the original Penalty or charge if they have failed to pay within the initial payment timescales.

3.22.4 Where the Customer notifies the Supplier that the Vehicle to be hired shall be driven in an area subject to a congestion charge, or other automated toll charges, then the Supplier shall (where possible) pay any charges in advance of the vehicle hire commencement.

3.22.5 The Supplier shall re-charge the Penalty or charge, subject to 3.22.3, to the Customer.

3.22.6 The Supplier may charge an administrative fee, forwarded to the Customer(s) as stated in the Charges.

3.22.8 The Supplier must (where possible) aggregate congestion charges, parking fines, tolls and Penalties to minimise the administrative costs charged to the Customer.

7.16.1 The Supplier shall be responsible for the payment of fines, fees or penalties incurred by the Customer(s) or the Customer(s) Driver of a Vehicle including congestion charges, parking fines, tolls and road traffic offences ("Penalties). The exact list of what the Supplier shall be responsible for shall be stated in the Call-Off Order Form.

7.16.2 The Supplier shall pay within any initial payment timescales to avoid escalation of costs.

7.16.3 The Supplier shall be liable for any additional costs arising from escalations to the original Penalty or charge if they have failed to pay within the initial payment timescales.

7.16.4 Where the Customer notifies the Supplier that the Vehicle to be hired shall be driven in an area subject to a congestion charge, or other automated toll

charges, then the Supplier shall (where possible) pay any charges in advance of the vehicle hire commencement.

7.16.5 The Supplier shall re-charge the Penalty or charge, subject to 7.16.3, to the Customer.

7.16.6 The Supplier may charge an administrative fee, forwarded to the Customer(s) as stated in the Charges.

7.16.6 The Supplier must (where possible) aggregate congestion charges, parking fines, tolls and Penalties to minimise the administrative costs charged to the Customer.

#### **For Lot 1**

- a. Sub-clause 3.1.4.1 is deleted in its entirety and replaced with "Unless requested otherwise conform to the manufacturer's minimum base model sold in the UK, but shall also include a spare wheel, wheel brace and jack (or equivalent such as inflation kit or run flat tyres), plus compulsory equipment."
- b. Sub-clause 3.4.1: The second sentence is replaced with "The Supplier shall attend within 2 hours from the initial request and vehicle hire service shall be re-instated within 2 hours following receipt of the initial call."
- c. Sub-clause 3.5.1 is deleted in its entirety and replaced with "Photographic evidence of body damage of Vehicles shall be provided to the Contracting Authority regardless of the amount or value of the damage."
- d. Sub-clause 3.5.2: "4 working hours" in line 5 is deleted and replaced with "2 working days".
- e. Sub-clause 3.14.6 is deleted in its entirety and replaced with "If the Driver is not present at the time of collection, the Supplier shall complete a Vehicle Inspection Form, recording the mileage for the Driver's attention and report to the Contracting Authority (or the Contracting Authority nominated agent) details of any additional damage within 2 working days of the termination of the hire. To allow accurate time stamping the report should be in an email format. A copy of the Vehicle Inspection Form should also be left at the collection address. Failure to do so shall result in the Contracting Authority not being liable for damage claims."

It is noted that there are exceptions when a Vehicle Inspection Form will not be a prerequisite to payment including but not limited to road traffic accidents, incidents of mis-fueling and when Enterprise is prevented from inspecting the vehicle due to the nature of the incident."

#### **For Lot 5**

- a. Sub-clause 7.2.4.2 is deleted in its entirety and replaced with "include a

spare wheel, wheel brace and jack (or equivalent such as inflation kit or run flat tyres), plus compulsory equipment."

- b. **Sub-clause 7.5.1:** is deleted in its entirety and replaced with "The Supplier shall provide comprehensive service for recovery and breakdown repair 24 hours a day 365 days per year (366 days in a leap year) at no additional cost. To Meet the AA's Obligation to attend the most vulnerable customers first, the Supplier shall attend within 2 hours from the initial request and vehicle hire service shall be re-instated within 2 hours following receipt of the initial call. It is noted that there are some international exceptions to the provision of breakdown cover. This is where breakdown cover which is provided for a Vehicle hired in the UK and to be taken to other European Countries. Contracting Authority(s) shall contact the Supplier to agree cover in these eventualities."
- c. **Sub-clause 7.6.1** is deleted in its entirety and replaced with "Photographic or third party evidence of damage to Vehicles shall be provided to the Contracting Authority(s) regardless of the amount or value of the damage."
- d. **Sub-clause 7.6.2:** is deleted in its entirety and replaced with "If any damage occurring to a Hired Vehicle has not been reported to the Supplier, and such damage is considered by the Supplier to have occurred after the start of the Hire Period and not subsequently been reported on the termination of the hire, then the Supplier shall notify the Contracting Authority(s) and (where possible) the Driver, within 2 working days of the termination of the hire (unless an alternative timescale is determined at Call-Off Agreement stage). A full report of any such damage (included with the photographic evidence) detailing the Contracting Authority(s) liability shall be provided. Additionally the supplier shall leave a copy of the Vehicle Inspection form at the collection address within 4 working hours of the termination detailing any damage to the vehicle."

#### Schedule 9

- a. **Sub-clause 3.1.7** is amended to include the following wording at the end "Enterprise will allow Customer reasonable access to its Business Continuity and Disaster Recover Plans during visits to specific Enterprise sites. The Customer will not be entitled to copy the Business Continuity and Disaster Recover Plans."
- b. **Sub-clause 6.1.1** is deleted in its entirety and replaced with "on a regular basis and as a minimum once every twelve (12) months;"

#### Schedule 10

**Sub-clause 4.2** is deleted in its entirety and replaced with "The Supplier acknowledges that the Customer may disclose any information pertinent to the service to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is

necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Call-Off Schedule disclose any Commercially Sensitive information)."

**7.3 Alternative and/or Additional Clauses (select from Call-Off Schedule 14 (Alternative and/or Additional Clauses))**

**8. FORMATION OF CALL-OFF CONTRACT**

**8.1 BY SIGNING AND RETURNING THIS ORDER FORM** (which may be done by electronic means) the Supplier agrees to enter a Call-Off Contract with the Customer to provide the Services.

**8.2** The Parties hereby acknowledge and agree that they have read the Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

**8.3** In accordance with paragraph 7 of Framework Schedule 5 (Call-Off Procedure), the Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt.

**For and on behalf of the Supplier:**

Name and Title		}
Signature		
Date	REDACTED	

**For and on behalf of the Customer:**

Name and Title		}
Signature	REDACTED	
Date		

