**Framework Schedule 6**

**(Order Form Template and Call-off Schedules)**

**Part A**

# Order Form Template

CALL-OFF REFERENCE: **CCZJ19A03**

THE BUYER: West Midlands Ambulance Service University

NHS Foundation Trust

BUYER ADDRESS Millenium Point, Waterfront Way, Brierley Hill, West Midlands, DY5 1LX

THE SUPPLIER: Fiat Chrysler Automobiles UK Ltd

SUPPLIER ADDRESS:Fiat House, 240 Bath Road, Slough, Berkshire, SL1 4DX

REGISTRATION NUMBER:201514

DUNS NUMBER: 210103784

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **07/04/2021**.

It is issued under Lot 7 of Crown Commercial Services Framework Agreement RM6060, for the provision of Base Vehicles for conversion into Duel Crewed NHS A&E Ambulances.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. 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) for RM6060*
3. *The following Schedules in equal order of precedence:*
   * *Joint Schedules for* ***RM6060***
     + *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 10 (Rectification Plan)*
     + *Joint Schedule 11 (Processing Data)*
   * *Call-Off Schedules for* ***RM6060***
     + *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 14 (Service Levels)*
     + *Call-Off Schedule 15 (Call-Off Contract Management)*
     + *Call-Off Schedule 20 (Call-Off Specification)*
4. CCS Core Terms (version 3.0.4)
5. *Joint Schedule 5 (Corporate Social Responsibility) for RM6060*
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 shall form part of the Call-Off Contract. This includes but is not limited to, any terms written or added to this Order Form, presented at the time of delivery or throughout the contract term.

CALL-OFF SPECIAL TERMS

The Special Terms set out in Annex 1 to this Order Form are incorporated into this Call-Off Contract

|  |  |  |
| --- | --- | --- |
| CALL-OFF START DATE: |  | **01/05/2021** |
| CALL-OFF EXPIRY DATE: |  | **30/04/2023** |
| CALL-OFF INITIAL PERIOD: |  | **2 Years** |

The Call-Off Expiry Date and the Call-Off Initial Period are subject to the Buyer’s right to elect for an Extension in accordance with the Special Terms.

CALL-OFF DELIVERABLES

The Call-Off Deliverables consist of the supply of goods in the form of Base

Vehicles, as defined in the Special Terms and conforming to the Call-Off

Specification in Call-Off Schedule 20 and services as more particularly described in Call-Off Schedule 14.

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[REDACTED]

CALL-OFF CHARGES

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

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

* The occurrence of a Specific Change in Law as a result of which a change to the Charges has been implemented in accordance with clause 24.6 of the Core Terms; or
* Where Base Vehicles with a New Specification are introduced, in accordance with the provisions of the Special Terms and Call-Off Schedule 5

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

**Bank Transfer**

[REDACTED]

BUYER’S INVOICE ADDRESS:

Invoices to be submitted electronically in PDF format (only) to:

[REDACTED]

BUYER’S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER’S AUTHORISED REPRESENTATIVE (For Contractual Notices)

[REDACTED]

NATIONAL CONTRACT MANAGER (not party to Call-off Contract)

[REDACTED]

BUYER’S ENVIRONMENTAL POLICY

The requirements regarding the emissions levels of Base Vehicles set out in the

Call-Off Specification shall apply, as set out in Call-Off Schedule 20

BUYER’S SECURITY POLICY

Not applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER’S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

As per Call-Off Schedule 15.

PROGRESS MEETING FREQUENCY

As per Call-Off Schedule 15.

KEY STAFF

As per Call-Off Schedule 7

KEY SUBCONTRACTOR(S)

As per Call-Off Schedule 1

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Service Credits and agreed damages will accrue in accordance with Call-Off Schedule 14 (Service Levels). The Service Credit Cap is 3% as per Call-Off Schedule 14 (Service Levels). The Service Period and the value of any Service Credit shall be calculated in accordance with Call-Off Schedule 14 (Service Levels).

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:** | |
| Signature: | [REDACTED] |
| Name: | [REDACTED] |
| Role: | [REDACTED] |
| Date: | [REDACTED] |

|  |  |
| --- | --- |
| **For and on behalf of the Buyer:** | |
| Signature: | [REDACTED] |
| Name: | [REDACTED] |
| Role: | [REDACTED] |
| Date: | [REDACTED] |

This contract is to be signed underhand.

# Part B

**Annex 1**

**Call-Off Special Terms**

## 1. Status and Interpretation

* 1. This Annex 1 sets out the Special Terms referred to in the Order Form and which shall form part of the Call-Off Contract reference number CCZJ19A03 entered into pursuant to CCS Framework RM6060 (Lot 7).
  2. In these Special Terms and in the Call-Off Contract generally the following words and expressions shall have the meaning set out below:

|  |  |
| --- | --- |
| “Ambulance” | a Base Vehicle which, following its delivery to the Buyer in accordance with the Call-Off Contract, has been converted for use as a double crewed emergency ambulance and is in use by the Buyer; |
| “Automatic Base Vehicle” | an automatic Base Vehicle with the applicable specification (including without limitation the warranty and roadside assistance) set out in Call-Off Schedule 20 (Call-Off Specification); |
| “Automatic Base Vehicle Details” | The items listed at Annex 1 to the Delivery Order which comprise an Automatic Base Vehicle; |
| “Base Price” | is defined in paragraphs 1(a) and 2 of Call-Off Schedule 5; |
| “Base Vehicles” | panel van vehicles for conversion to double crewed Ambulances as more particularly described in the Call-Off Specification (and referred to in the Order Form as the “Call-Off Deliverables”); |
| “Call-Off Specification” | the specification of the Base Vehicles as set out in Call-Off Schedule 20; |
| “Contract Year” | each period of 12 months beginning on 01 April 2021 and on each anniversary of that date during the Term; |
| “Contracting Authorities” | the various contracting authorities, including the Buyer, which together have undertaken the National Procurement; |
| “Convertor” | a party contracted by the Buyer to carry out conversions of Base Vehicles for use as Ambulances; |
| “Debit” | has the meaning set out in clause 2.3; |
| “Delivery Contact” | has the meaning set out in clause 3.4.5; |
| “Delivery Order” | a written notice given by or on behalf of the Buyer to the Supplier in accordance with clause 3 (e.g. a Purchase Order); |
| “Delivery Location” | the location specified for delivery of Base Vehicles as specified in a Delivery Order or otherwise notified to the Supplier in accordance with these Special Terms; |
| “Extension” | a period of one year which the Buyer may elect shall be added to the Term in accordance with clause 7; |
| “Host Authority” | has the meaning given in clause 2.7; |
| “Manual Base Vehicle” | a manual Base Vehicle with the applicable specification (including without limitation the warranty and roadside assistance) set out in Call-Off Schedule 20 (Call-Off Special Schedule); |
| “Manual Base Vehicle Details” | The items listed at Annex 1 to the Delivery Order which comprise a Manual Base Vehicle; |
| “MGV” | the aggregate number of Base Vehicles that the Buyer agrees to order in each Contract Year, as set out in clause 2.2; |
| “National Contract Manager” | the person to support the Buyer (if required) in managing their Call-Off Contract and other similar call-off contracts awarded to the Supplier in accordance with this National Procurement; |
| “National MGV” | the aggregate number of Base Vehicles that all Contracting Authorities have agreed to order in the first two Contract Years; |
| “National Procurement” | the joint procurement undertaken by the Contracting Authorities engaged in the provision of NHS ambulance services, which resulted in the award of the Call-Off Contract by the Buyer and the award of similar call-off contracts by the other Contracting Authorities; |
| “New Specification” | has the meaning set out in clause 6.1 below; |
| “Options” | optional items identified in the Call-Off Specification which the Buyer is entitled to specify when submitting a Delivery Order for a Base Vehicle; |
| “Option Charges” | means the price for the Options specified by the Buyer on a Delivery Order for a Base Vehicle; |
| “Order Form” | the document signed by the Buyer and the Supplier confirming the appointment of the Supplier to manufacture and deliver Base Vehicles and to provide certain services as more particularly described in Schedules 14 and 20 of the Call-Off Contract; |
| “Retailer” | The organisation acting as subcontractor to the Supplier whose registered details are set out in clause 3.9; |
| “Retailer Supplied Products” | means those items of the Automatic Base Vehicle Details or Manual Base Vehicle Details which are specified as such in Annex 1 to the Delivery Order, attached as Annex 2 to the Order Form; |
| “Subsidiary | has the meaning given in clause 2.7; |
| “Term” | the Call-Off Initial Period (as defined in the Order Form) and in addition, if the Authority so elects, the Extension. |

## 2. Minimum Guaranteed Volume (MGV)

2.1 By signing the Order Form, the Buyer agrees to purchase Base Vehicles from the Supplier on the terms set out in the Call-Off Contract, but the Order Form does not constitute an instruction to the Supplier to manufacture or deliver any Base Vehicles. The Buyer’s requirements for manufacture and delivery of Base Vehicles will be set out in each Delivery Order. 2.2. The Buyer agrees that it will purchase in each year of the Term the following number of Base Vehicles:

Contract Year 1: [REDACTED]

Contract Year 2: [REDACTED]

The Buyer gives no commitment to purchase any minimum number of Base Vehicles in the event that the Buyer elects for the Extension, but the Buyer will provide to the Supplier indicative numbers of the Base Vehicles which it anticipates purchasing within 10 Working Days of giving notice of its election to activate the Extension in accordance with clause 7 below.

2.3 If in any Contract Year the aggregate number of Base Vehicles for which the Buyer (or a Host Authority and Subsidiary if applicable) has submitted a Delivery Order is less than the MGV for that Contract Year, then, subject to clauses 2.4 and 2.5, the Buyer shall accrue a Debit for each Base Vehicle by which the number of Base Vehicles ordered is less than the MGV for the relevant Contract Year. For these purposes a “Debit” is a sum equal to 10% of the Base Price. Notwithstanding this clause 2.3, only either a Subsidiary or Host Authority shall accrue Debits (as may be notified by the Buyer to the Supplier from time to time).

2.4 No payments shall become due in respect of any accrued Debits until the reconciliation against the National MGV has taken place, in accordance with clause 2.5.

2.5 At the end of each Contract Year, the Supplier and the National Contract Manager shall establish if the National MGV has been satisfied, both in respect of the Contract Year just ended and overall, taking account of earlier Contract Years (if any).

2.5.1 If the National MGV has been satisfied, no payments shall be due in respect of any Debits accrued by the Buyer, but the debits shall remain unless off-set by later credits arising under clause 2.6

2.5.2 If the National MGV has not been satisfied, the Supplier and the National Contract Manager shall calculate a sum representing the number of Debits accruing in respect of the shortfall and shall apportion that sum between the Buyer and any other Contracting Authorities pro rata to their respective MGV commitments given to the Supplier, taking into account any adjustments necessary to account for the allocation of MGV and Debits between a Subsidiary and a Host Authority.

2.5.3 Subject to clause 2.5.4 and clause 2.3 the Supplier shall be entitled to submit an invoice (electronically) to the Buyer in respect of the amount attributable to the Buyer as a result of the calculation referred to in clause 2.5.2 and the Buyer shall make payment within 30 Days of receipt of the invoice. The amount of the invoice shall be exclusive of VAT, which shall be charged in addition, if applicable.

2.5.4 Where a payment is due from the Buyer under this clause 2.5 the Buyer shall have the option, by giving written notice to the Supplier within 10 Working Days of its receipt of the calculation referred to in clause 2.5.2, to submit a Delivery Order for additional Base Vehicles to a value not less than the amount owing from the Buyer. For the avoidance of doubt, a Subsidiary or Host Authority may submit Delivery Orders for such additional Base Vehicles. The purchase price for any such Base Vehicles shall be the current purchase price payable by the Buyer for orders of Base Vehicles under the terms of the Call-Off Contract at the time the relevant Delivery Order is submitted.

2.5.5 Where a Buyer has made a payment pursuant to clause 2.5.3 and, as a result of a reconciliation carried out at the end of a subsequent Contract Year, it is established either that a lower payment, or no payment at all, is due from the Buyer overall, the Buyer shall issue an invoice accordingly and the Supplier shall refund to the Buyer the amount of any excess payment.

2.6 The Buyer shall be entitled to submit Delivery Orders during the Term for numbers of Base Vehicles in excess of the MGV. The supply of such additional Base Vehicles shall be made on the same terms as set out in this Call-Off Contract. Where the Buyer has submitted Delivery Orders in previous Contract Years for fewer Base Vehicles than its committed volume to the MGV for that Contract Year, any additional vehicles ordered in excess of its committed volume to the MGV (taking into account the vehicles ordered by a Subsidiary and a Host Authority) in a subsequent Contract Year shall be credited against any accrued debits from previous Contract Years (whether due from the Authority or its Subsidiary or Host Authority), for the purposes of the calculations made in accordance with clause 2.5 above.

2.7 In the event that the Authority:

2.7.1. is a wholly-owned subsidiary (“**Subsidiary**”) of a Contracting Authority; or

2.7.2 the Authority (“**Host Authority**”) owns a Subsidiary;

then the MGV of the Subsidiary and the Host Authority shall be deemed to be a single MGV and not two separate MGV nor an aggregate MGV. Delivery Orders placed by either the Subsidiary or the Host Authority shall count as purchases against the MGV specified in the Subsidiary’s Order Form and the Host Authority’s Order Form.

## 3. Vehicle Orders

3.1 The appointment of the Supplier pursuant to the Order Form does not, of itself, constitute an order for the manufacture and delivery of any Base Vehicles; although it does constitute a commitment to submit one or more such orders in accordance with the MGV.

3.2 The Buyer may at any time during the Term, submit a Delivery Order for the manufacture and delivery of Base Vehicles.

3.3 On submission of a Delivery Order complying with the requirements set out in clause 3.4 below, a binding contract for the manufacture and delivery of the number of Base Vehicles specified in the relevant Delivery Order shall be deemed to exist between the Authority and the Supplier, on the terms set out in the Delivery Order and this Call-Off Contract.

3.4 A Delivery Order shall be issued in the form of an electronic Purchase Order and shall specify the following:

3.4.1 the number of Automatic Base Vehicles ordered;

3.4.2 any Options to be included in each Base Vehicle specification;

3.4.3 the date on which the order is placed;

3.4.4 a 7 days date range within which delivery of the Base Vehicles is required, commencing no later than 26 weeks from the Delivery Order, unless mutually agreed in writing by the Buyer and the Supplier Delivery Contact;

3.4.5 the address to which delivery should be made, being an address in mainland Europe, Great Britain or Ireland (“the Delivery Location”), the times of day at which delivery may be made and full contact details of the recipient, including one or more named individuals who shall have authority to accept delivery on behalf of the Buyer (“the “Delivery Contact”).

3.5 The Supplier represents and warrants that the list of items set out in the

Automatic Base Vehicle Details set out at Annex 1 to the Delivery Form in each case meets the requirements of Call-Off Specification. The Supplier further represents that any Option elected by the Buyer for any Base Vehicle shall exceed the Call-Off Specification for that Base Vehicle. Such representations and warranties are repeated by the Supplier for each Delivery Order made by the Buyer.

3.6 The Supplier has appointed the Retailer (whose registered details are set out below) as its subcontractor, and who may fulfil the Supplier’s obligations and receive payment pursuant to this Order Form and the Call Off Contract, provided that the Supplier shall remain primarily responsible and liable for its obligations under the Call Off Contract and the conduct of the Retailer. The Buyer may submit a Delivery Order either to the Supplier or to the Retailer directly, to be fulfilled by the Retailer on behalf of the Supplier. The Supplier agrees that payment by the Buyer to the Retailer of the amounts due under the Call Off Contract shall satisfy in full the Buyer’s obligation to make such payments to the Supplier. For the avoidance of doubt, the Buyer shall be entitled to invoice the Retailer for the amount of any applicable Service Credits due under the Call Off Contract, or deduct any applicable Service Credits from any payment made to the Retailer.

3.7 Without prejudice to the Buyer’s rights under the Call Off Contract, in the event that the Retailer is unable to meet or maintain standards set out in the Framework Agreement (including without limitation the Service Levels), the Buyer shall be entitled to request the Supplier to appoint an alternative Retailer as the Supplier’s subcontractor, in which case the Supplier and the Buyer shall promptly meet to discuss and agree the

Supplier’s appointment of an alternative retailer as the Supplier’s subcontractor, who is capable of meeting the Supplier’s obligations under the Call Off Contract. The Supplier agrees that any default or failure of the Retailer (or any replacement Retailer) to meet any obligation or requirement of the Call Off Contract shall be deemed to be such a default or failure of the Supplier.

3.8 In case of any supply issues concerning the Retailer or Supplier, the Buyer may refer to the Supplier’s representative, [REDACTED] in order facilitate a resolution:

3.9 The Retailer’s registered details are:

[REDACTED]

## 4. Base Vehicles Specification and Delivery

4.1 The Base Vehicles shall be manufactured and delivered to a specification which is in accordance with the requirements of Call-Off Specification set out in Call-Off Schedule 20 and shall include any Options as specified in the Delivery Order for the relevant Base Vehicle.

4.2 The Supplier shall manufacture and deliver the Base Vehicles in accordance with the dates and to the address specified in the relevant Delivery Order. The Supplier shall provide to the Buyer and the Delivery Contact not less than 20 Working Days’ advance written notice of the date and approximate time of delivery and shall comply with the reasonable instructions of the Buyer and/or the Delivery Contact regarding the practical arrangements for delivery.

4.3 Delivery shall be made on a day which is a normal working day at the Delivery Location and shall occur during normal working hours at that location, unless specified otherwise in the Delivery Order or agreed with the Delivery Contact.

4.4 The Supplier’s representative making delivery of the Base Vehicles shall afford the Delivery Contact full opportunity to carry out inspection and, if required, testing of the Base Vehicles delivered. Delivery shall not be completed, and risk associated with the Base Vehicles shall not pass from the Supplier until the Delivery Contact has signed a delivery document accepting the Base Vehicles. The Buyer shall ensure that the Delivery Contact shall take all appropriate efforts to undertake inspection and, where relevant, testing within 7 days of delivery. In the event that upon inspection and, where relevant, testing of the delivered Base Vehicles, the Base Vehicles are justifiably rejected as either being not in accordance with the required specification, or damaged, or otherwise of unsatisfactory quality; the Buyer shall ensure that the Delivery Contact shall report the rejection of the Base Vehicles to the Supplier’s representative at the time of delivery or otherwise in writing within 2 days of the inspection and testing being complete.

4.5 The Buyer may, at any time prior to the delivery of the Base Vehicles, notify the Supplier of a change to the Delivery Location, provided that the new Delivery Location satisfies the criteria set out in clause 3.4.5 above. In such a case the Supplier shall ensure that delivery is made to the revised Delivery Location on the same terms as specified in the Delivery Order at no additional cost to the Buyer, provided that:

4.5.1 any reasonable costs irrevocably incurred with a view to making delivery to the original Delivery Location shall be reimbursed to the Supplier; and

4.5.2 where the Supplier reasonably so requests, additional time shall be allowed for delivery.

4.6 The Supplier and acknowledges that the Buyer will have made (at the time it submits a Delivery Order or shortly thereafter) contractual commitments for the conversion of the Base Vehicles for use as emergency Ambulances. Further, that those commitments are likely to include an obligation to make financial recompense to the Convertor in the event either that Base Vehicles are not delivered at the agreed time, or that Base Vehicles are justifiably rejected on delivery as either being not in accordance with the required specification, or damaged, or otherwise of unsatisfactory quality, with the result that production capacity at the Convertor’s factory is lost.

4.7 Accordingly, the parties agree that, as regards the timing of delivery, time is of the essence.

4.8 In the event that delivery of Base Vehicles is not made within the time specified in the Delivery Order (or by such other time as may subsequently have been agreed), or upon delivery the Base Vehicles are justifiably rejected by the Delivery Contact, the Supplier shall indemnify the Buyer against any payments due from the Buyer to the Convertor as a consequence of the delay or rejection.

4.9 The Supplier shall liaise and work collaboratively with the Buyer and the Delivery Contact with a view to ensuring that Base Vehicles are delivered to the Convertor in a timely and efficient manner. Where the Supplier is aware of the likelihood of a delay to delivery of the Base Vehicles, the Supplier will notify the Buyer and the Delivery Contact immediately. In the event of delay, the Supplier, the Buyer and the Delivery Contact will take all reasonable steps and will work collaboratively with each other to minimise any impact on the Buyer and the Convertor. In particular, the Supplier shall have regard to clause 4.8 above and shall take such reasonable steps to mitigate any such loss which may be incurred by the Buyer or Convertor.

## 5. Manufacturer’s Warranty

5.1 The Supplier gives to the Buyer the same manufacturer’s warranty as is provided to UK business customers of the Supplier purchasing vehicles of the same or similar description to the Base Vehicles, except as specified below.

5.2 The manufacturer’s warranty shall apply for a period of three years or 100,000 miles, whichever is the first to occur, save where the Buyer has elected to purchase the Option for the Base Vehicle of the extended warranty in which case the manufacturer’s warranty shall apply for a period of five years or 125,000 miles, whichever is the first to occur.

5.3 The Supplier will not, and will ensure that its dealers, agents and representatives do not, seek to avoid or reduce the benefit of manufacturer’s warranty claims as a result of:

5.3.1 the use of the Base Vehicles (following their conversion) as Ambulances; or

5.3.2 the conversion of the Base Vehicles to Ambulances.

5.3.3 the carrying out of servicing or warranty repairs by the Buyer in accordance with clauses 5.4 and 5.5.

5.4 The Supplier agrees that servicing and maintenance of Ambulances may be carried out by the Buyer, provided that the Buyer carries out servicing in accordance with the standards, and at the intervals, recommended by the manufacturer. The Supplier has satisfied itself that the facilities and equipment available to the Buyer are adequate to allow it to carry out servicing to the required standard and that the Buyer’s personnel are properly trained for this purpose. The costs of servicing shall be met by the Buyer.

5.5 The Supplier agrees that, where a claim is made in respect of the manufacturer’s warranty as regards any Ambulance, work to rectify the fault which is the subject of the claim may be carried out by the Buyer provided that the Buyer uses genuine parts in performing such warranty work. The Supplier and the Buyer shall, by no later than 30 Working Days after the date of the Order Form, identify and agree;

5.5.1 A training programme (if required) to ensure the Buyer’s personnel have the skills required to carry out work in respect of manufacturer’s warranty claims;

5.5.2 Any equipment required to be available at the Buyer’s workshop (and the cost, if applicable); and

5.5.3 the sums that will become due to the Buyer in respect of any work carried out in respect of manufacturer’s warranty claims. Subject to the Buyer using genuine parts for the performance of warranty work, the Supplier shall repay such sums to the Buyer on demand and, should the Buyer so elect, shall procure that its dealers, agents and representatives shall repay such sums to the Buyer,

The supply of parts required in respect of warranty claims shall be provided in accordance with Call-Off Schedule 14, provided that the cost of such parts will be met by the Supplier. For the avoidance of doubt, the performance monitoring provisions of Call-Off Schedule 14, including Service Levels, shall apply to the supply of parts required in respect of manufacturer’s warranty claims.

## 6. Change in Model Specification

6.1 Where, at the time a Delivery Order is submitted to the Supplier, the Supplier has announced, or intends to announce, the introduction of an improved or updated specification for vehicles similar to the Base

Vehicles, or the launch of a new model (in either case the “New Specification”), the Supplier shall inform the Buyer promptly upon receipt of the Delivery Order.

6.2 If, based on the timing for delivery specified in the Delivery Order, the Supplier will no longer be manufacturing Base Vehicles to the previous specification, the Buyer shall have the option either:

6.2.1 to receive Base Vehicles from earlier production runs which satisfy the Buyer’s Call-Off Specification, if stocks remain available; or

6.2.2 to receive Base Vehicles which conform to the New Specification.

6.3 If, based on the timing for delivery specified in the Delivery Order, the Supplier will not yet have begun the manufacture of Base Vehicles to the New Specification, the Buyer may elect to defer the timing of the manufacture and delivery so that it can receive Base Vehicles featuring the New Specification. If this happens, the Buyer will re-submit an amended Order Form.

6.4 Where either clause 6.2 or 6.3 applies, the Buyer shall notify the Supplier of its decision within 48 hours.

6.5 If the New Specification does not satisfy the Buyer’s Call-Off Specification, the Buyer shall have the right to terminate the Contract without penalty, by giving written notice.

6.6 The Supplier confirms that, at the date of the Order Form, it has not announced the introduction of a New Specification and the Supplier has no plans to make such an announcement within the 12 months following the date of the Order Form.

## 7. Extension of Initial Term

7.1 The Buyer may, by giving written notice to the Supplier not less than one month before the expiry of the Initial Term, extend the Term by a further period of one year (the “Extension”).

7.2 The Extension shall not result in any variation to the terms of this Call-Off Contract (other than the duration of the Term) and those terms shall remain in full force and effect, provided that the Discount may be amended to such percentage figure as the Supplier may have proposed in consideration of the Buyer agreeing to invoke the Extension

## 8. Vehicle Emissions

8.1 The Supplier warrants that the emissions of Base Vehicles do not, and will not, exceed the levels stated in the Supplier’s tender.

8.2 In the event that it is established that the emissions levels of Base Vehicles do not comply with the minimum regulatory standards at the date on which the relevant Base Vehicle is delivered a Default shall be deemed to have arisen, entitling the Buyer to terminate the Call-Off Contract pursuant to clause 10.4 of the Core Terms. In such a case the Buyer shall not be required to seek a Rectification Plan.

## 9. Payment

9.1 In respect of the supply of Base Vehicles, the Supplier shall be entitled to submit to the Buyer an electronic VAT invoice addressed to the Buyer upon receipt of confirmation (by the Supplier) that delivery of the relevant Base Vehicles has been accepted by the Delivery Contact. The amount of the invoice shall represent the price payable in respect of each Base Vehicle for which delivery has been accepted, calculated in accordance with Call-Off Schedule 5, plus VAT if applicable.

9.2 Where vehicle parts are supplied pursuant to Call-Off Schedule 14, the

Supplier shall be entitled to submit to the Buyer’s local representative a VAT invoice addressed to the Buyer at the end of each calendar month, reflecting the sums payable by the Buyer in respect of the supply of vehicle parts during the course of that calendar month, plus VAT if applicable.

9.3 Invoices submitted in accordance with clause 9.1, relating to the supply of Base Vehicles, shall take account of any Credit Note issued by the Supplier and which has not yet been set against any payments due from the Buyer.

9.4 The Buyer shall make payment in full of any invoices submitted by the Supplier by no later than 30 days after the invoice was submitted. The Buyer shall be entitled to deduct the value of any Credit Note from the amount of any payment made.

## 10. Termination for Supplier Default

10.1 The following additional provision shall be added to clause 10.5 of the Core Terms (*what happens if the* *Contract ends*);

The Supplier shall indemnify the Buyer against any costs or claims incurred by the Buyer in cancelling or postponing any work to be carried out by Convertors in respect of Base Vehicles which were the subject of a Delivery Order prior to the termination of the Call-Off Contract as a consequence of a Default, provided, that the Buyer shall have used its reasonable endeavours to mitigate any such costs or claims.

## 11. Novation

11.1 The Buyer may, by giving written notice to the Supplier, require that the Buyer and the Supplier enter into a novation of this Call-Off Contract such that the rights and obligations of the Buyer pass from the Buyer to:

1. where at the time of the novation the Buyer is an NHS Trust or an NHS Foundation Trust, a limited company which is a wholly-owned subsidiary of the Buyer; or
2. where at the time of the novation the Buyer is a wholly-owned subsidiary of an NHS Trust or an NHS Foundation Trust, to its parent organisation,

PROVIDED THAT, in the case of a novation under paragraph (a) above, the Buyer shall act as a guarantor of the obligations and liabilities of its subsidiary organisation following the novation.

## 12. Subsidiaries and Host Authorities

12.1 The Supplier acknowledges that each Subsidiary is owned by the respective Host Authority. While each Host Authority may place Delivery Orders itself, a Subsidiary may also place Delivery Orders for Ambulances which will be utilised by the Host Authority. The Supplier expressly acknowledges the foreseeability of the Host Authority suffering loss, costs, expenses or damages in respect of the Ambulances supplied to the Subsidiary and the Supplier shall be responsible for any loss, costs, expenses or damages of the Host Authority to the same extent that the Supplier would be liable to the Subsidiary hereunder should the Subsidiary have suffered such loss, costs, expenses or damages.

**Annex 2**

**Call-Off Special Schedule**

## Delivery Order

### SECTION 1: CONTRACTING PARTIES

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Buyer Details** | | |
| Organisation | [REDACTED] | | |
| Contact Name | [REDACTED] | | |
| Job Title | [REDACTED] | | |
| Address | [REDACTED] | | |
| Telephone | [REDACTED] | Email | [REDACTED] |
| Order Reference |  | Date of Order |  |
|  | **Supplier Details** | | |
| Supplier |  | | |
| Contact Name |  | | |
| Address |  | | |
| Telephone |  | Email |  |
| Quotation Reference |  | | |

### SECTION 2: NATIONAL CONTRACT OVERSIGHT

|  |  |  |  |
| --- | --- | --- | --- |
| **National Contract Manager** | | | |
| Name | [REDACTED] | | |
| Job Title | [REDACTED] | | |
| Address | [REDACTED] | | |
| Telephone |  | Email | [REDACTED] |
| Order Reference |  | Date |  |

SECTION 3: VEHICLE SPECIFICATION

The list of items comprising an Automatic Base Vehicle, Manual Base Vehicle (in each case including the Retailer Supplier Products), together with the Options and pricing is set out at Annex 1 to this Delivery Order.

|  |  |
| --- | --- |
|  | **Vehicle Details** |
| Number of  Automatic Base Vehicle | [REDACTED] – year 1  [REDACTED] – year 2 |
| Number of Manual Base Vehicles | [REDACTED] |
| Colour | RAL1016 |
| Options | No Options taken other than Retailer Supplied Products |

SECTION 4: VEHICLE PRICING

|  |  |
| --- | --- |
| **Base Vehicle Unit Pricing (exc VAT)** | |
| Base Vehicle Price  (including all items Cost per Automatic Base Vehicle is [Redacted] ex VAT (specified in Call-Off  Special Schedule 1, save  for the Options) | |
| **Unit Pricing for other items (exc VAT)** | |
| Cost of Extended  Warranty (5 years,  125,000 miles) | N/A – not taken |
| Cost of Roadside Assist Service | [Redacted] per vehicle |
| Cost of Delivery | *The delivery costs should be calculated based on the following costs per Base Vehicle:* |
|  | *Delivery to UK* [Redacted] |
| **Total Vehicle Unit Cost** | |
| Total Unit Cost exc VAT Automatic Base Vehicles - [Redacted]  No further costed options taken. | |
| **Total Cost of Order** | |
| **Total Cost of Order exc VAT** | Year 1 - [REDACTED]  Year 2 - [REDACTED] |

SECTION 5: DELIVERY

|  |  |
| --- | --- |
|  | **Delivery Requirements** |
| Agreed Delivery Date |  |
| Convertor |  |
| Address |  |
| Delivery Contact Name |  |
| Telephone |  |
| Email |  |

### SECTION 6: DECLARATION

|  |  |  |
| --- | --- | --- |
|  |  | |
| On behalf of the Buyer | Name | [REDACTED] |
| Job Title | [REDACTED] |
| Date | [REDACTED] |
|  | Signature | [REDACTED] |
| On behalf of the Supplier | Name |  |
| Job Title |  |
| Date |  |
| Signature |  |

**Annex 1 to the Delivery Order**

**Base Vehicle Details, Additional Options and Pricing**

**Fiat Ducato Maxi Van 42 LXH3 2.2 Multijet 3 Euro 6d Final 180 HP**

## AUTOMATIC BASE VEHICLE DETAILS

|  |  |  |
| --- | --- | --- |
| **Automatic Vehicle RRP** | | [Redacted] |
| o81 | Electrical Interface | [Redacted] |
| o97 | Front Fog Lights | [Redacted] |
| 0TL | Deletion of Tacho | [Redacted] |
| 140 | Auto Climate Control | [Redacted] |
| 144 | M&S Tyres | [Redacted] |
| 210 | Paint - RAL 1016 | [Redacted] |
| 297 | Single Passenger Seat | [Redacted] |
| 365 | TPMS | [Redacted] |
| 454 | Height Adjust Passenger seat | [Redacted] |
| 4BJ | External Plastic Trim | [Redacted] |
| 4gt | Predisposition for rear Climate | [Redacted] |
| 4xh | Delete speed limiter | [Redacted] |
| 4yv | Additional remote key | [Redacted] |
| 505 | Air Bag front side and window | [Redacted] |
| 52x | Predisposition for fuel tank heater | [Redacted] |
| 619 | Rear doors 270 | [Redacted] |
| 6cw | Gateway FMS | [Redacted] |
| 6Q3 | U Connect DAB | [Redacted] |
| 738 | 90 ltr fuel tank | [Redacted] |
| CJ1 | Single Passenger Seat - Airbag | [Redacted] |
| LM1 | LED Daytime Lights | [Redacted] |
| 9RL | (AEBS) + (LDWS) | [Redacted] |
| OAQ | SAFETY PACK (GVW 4000/4250) | [Redacted] |
| 520 | Nearside Window in SLD | [Redacted] |
| 519 | Rear Doors with Windows | [Redacted] |
| 208 | WHEELS: 16" ALLOY WHEELS | [Redacted] |
| XAN | Blind Spot Assist | [Redacted] |
| 941 | Traction + with hill descent control | [Redacted] |
| **Total Cost of Vehicle** | | [Redacted] |
| Discount @ 47.6% | | [Redacted] |
| **Total Discounted Cost of Vehicle** | | [Redacted] |

|  |  |
| --- | --- |
| Retailer Supplied Product | |
| Upgrade front springs to heavy duty | [Redacted] - option taken |
| Fitting the Gateway module | [Redacted] - included |
| First Registration Fee | [Redacted] – standard cost |

|  |  |
| --- | --- |
| Other Items | |
| 3 years, 100k mile warranty | [Redacted] - included |
| 1 year Roadside Assist Service | [Redacted] – included |
| Additional Roadside Assist Service (years 2, 3, 4, 5) | [Redacted] – option taken |

|  |  |
| --- | --- |
| **Total Cost of Automatic Vehicle** | [Redacted] **exc VAT** |

|  |  |
| --- | --- |
| Delivery | |
| Delivery to UK | [Redacted] |

**Annex 3**

**RM6060 Core Terms**

**Call-Off Schedules**



**Joint Schedules**

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