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

# Order Form

CALL-OFF REFERENCE:	GSS23516	
THE BUYER:	UK Research and Innovation	
BUYER ADDRESS	Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1 FF	
THE SUPPLIER:	Enterprise Rent-A-Car UK Limited	
SUPPLIER ADDRESS:	Enterprise House, Vicarage Road, Egham, Surrey	
	TW20 9FB	
REGISTRATION NUMBER:	02946689	
DUNS NUMBER:	739749968	

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 29<sup>th</sup> April 2025.

It's issued under the Framework Contract with the reference number RM6265 for the provision of GSS23516 – UKRI UK Vehicle Hire.

# CALL-OFF LOT(S):

Lot 1

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# 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) RM6265
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
  - Joint Schedules for
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6265
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 4( Tender)
    - Call-Off Schedule 5 (Pricing Details)
    - 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 20 (Specification)
    - o Call-Off Schedule 22 (Vehicle Hire Terms)
    - Call-Off Schedule 24 (Car Share Hire Terms)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6265
- 7. Call-Off Schedule 4 (Call-Off Tender)

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 for all Lots (but are not modified in respect of the Framework Contract).

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 11.4 shall be changed to read:

- In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following: (a) its liability, and any liability incurred by such other Party's respective insurers, arising as a result of death or personal injury caused by its breach of the terms of the Call-Off Contract or its negligence, or that of its employees, agents or Subcontractors;
  - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
  - (c) any liability that cannot be excluded or limited by Law;
  - (d) its obligation to pay the required Management Charge or Default Management Charge.

CALL-OFF START DATE:	Implementation Period: Thursday 1st May 2025 – Friday 1st August 2025 (maximum 3 months)	
	Service Go Live: Monday 4th August 2025 (at the latest) Bookings starting on or after this date will fall under this agreement.	
CALL-OFF EXPIRY DATE:	4th August 2028	

CALL-OFF EXTENSION PERIOD: 1 year

#### CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (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 **£500,000.00**.

#### CALL-OFF CHARGES

Estimated value is up to £500,000 per annum. The maximum value of the contract will not exceed £2,000,000.00

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See details in Call-Off Schedule 5 (Pricing Details) for a breakdown of Call-Off Charges

#### **REIMBURSABLE EXPENSES**

None

#### **PAYMENT METHOD**

The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

If you have a query regarding an outstanding payment, please contact our accounts payable section either by email or by telephone between 09:00 and 17:00 Monday to Friday

#### **BUYER'S INVOICE ADDRESS:**



#### **BUYER AUTHORISED REPRESENTATIVE**



**BUYER'S ENVIRONMENTAL POLICY** N/A

#### **BUYER'S SECURITY POLICY** N/A

#### SUPPLIER'S AUTHORISED REPRESENTATIVE



#### OFFICIAL

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#### SUPPLIER'S CONTRACT MANAGER



#### **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**

Further Staff to be identified and confirmed during the agreement lifecycle

**KEY SUBCONTRACTOR(S)** 

Not Applicable

# COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information)

#### SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 5%

The Service Period is: One Year

#### **ADDITIONAL INSURANCES**

Not applicable

# GUARANTEE

Not applicable

**SOCIAL VALUE COMMITMENT** Not applicable

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

#### OFFICIAL

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