

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

### Order Form

CALL-OFF REFERENCE: GSS24561

THE BUYER: Advisory Conciliation Arbitration Service

BUYER ADDRESS 11<sup>th</sup> Floor, 14 Westfield Avenue, Stratford, London, E20 1HZ

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 20/12/2024. It's issued under the Framework Contract with the reference number RM6265 for the provision of Public Sector Vehicle Hire Solutions.

#### CALL-OFF LOT(S):

Applies	Lot	Description of Lots
	Lot 1	Hire of Vehicles up to 3.5T

#### 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**

**Joint Schedule 1 (Definitions)**

Crown Copyright 2022

3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6265**
    - 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)
    - Joint Schedule 12 (Supply Chain Visibility)
  - 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 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 16 (Benchmarking)
    - Call-Off Schedule 20 (Call-Off Specification)
    - 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**  
 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:

**Joint Schedule 1 (Definitions)**  
Crown Copyright 2022

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: 23<sup>rd</sup> January 2025**

**CALL-OFF EXPIRY DATE: 23<sup>rd</sup> April 2027**

**CALL-OFF EXTENSION PERIOD: 2 Years on 1+1 basis**

**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 £20,000.00. The total value of the contract shall not exceed £80,000.00

**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 (if used) in Framework Schedule 3 (Framework Prices)

**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. Except where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.

**Joint Schedule 1 (Definitions)**

Crown Copyright 2022

If you have a query regarding an outstanding payment, please contact our Finance Team by email to [REDACTED] between 09:00 and 17:00 Monday to Friday

**BUYER'S INVOICE ADDRESS:**

Email all invoices, statements to [REDACTED]

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Procurement Manager

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY****N/A****BUYER'S SECURITY POLICY****N/A****SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

National Strategic Account Manager

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

Head of Public Sector

[REDACTED]

**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**

**Joint Schedule 1 (Definitions)**  
Crown Copyright 2022

<b>No.</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
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
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

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

The Service Credit Cap is: **1%**

The Service Period is: one Month

A Critical Service Level Failure is: N/A

#### 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)

**Joint Schedule 1 (Definitions)**  
Crown Copyright 2022

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Core Terms