



Crown
Commercial
Service

RM6096 VEHICLE LEASE, FLEET MANAGEMENT AND FLEXIBLE RENTAL SOLUTIONS

ORDER FORM

CALL-OFF REFERENCE: **K280021055**

THE BUYER: **Driver & Vehicle Standards Agency**

BUYER ADDRESS Berkeley House, Croydon Street, Bristol, BS5 0DA

THE SUPPLIER: Knowles Associates Total Fleet Management Limited

SUPPLIER ADDRESS: Red Lion House
The Green
Great Bentley
Colchester
Essex
CO7 8QG

REGISTRATION NUMBER: 03185631

DUNS NUMBER: 458348943

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 6 February 2021.

It's issued under the Framework Contract with the reference number RM6096 for the provision of Vehicle Lease, Fleet Management and Flexible Rental Solutions

CALL-OFF LOT(S):
Lot 3

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) RM6096
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6096
 - 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 RM6096
 - 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 6 (ICT Services)
 - 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 11 (Installation Works)
 - 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 20 (Call-Off Specification)
 - Call-Off Schedule 22 (Lease Terms for Lots 1 and 2)
 - Call-Off Schedule 23 (Vehicle Lease Order Form Lots 1 and 2)
 - Call-Off Schedule 24 (Vehicle Lease Order Form Lot 4)
 - Framework Schedules for RM6096
 - Framework Schedule 3 (Framework Prices)
4. CCS Core Terms (version 3.0.2)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6096

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

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 – The following Clauses in RM6096 Core Terms, do not apply for Lots 1, 2 and 3:

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract;
- Clause 8.7 does not apply to the Call-Off Contract;
- Clause 10.2 does not apply to the Buyer extending the Lease Period of any Equipment;
- Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and
- Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

Special Term 2 – The following Clauses in RM6096 Core Terms, do not apply for Lot 4 only:

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract;
- Clause 8.7 does not apply to the Call-Off Contract;
- Clause 10.2 does not apply to the Buyer extending the rental period of any vehicle;
- Clause 10.3.2 does not apply to the Buyer terminating the rental of any vehicle; and
- Clause 11.3 does not apply where the Buyer must pay a settlement sum, a termination sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

Special Term 3 – Where the Supplier has the right to terminate the lease of any Equipment it can terminate the lease or rental for that piece of Equipment only without terminating the lease or rental of any other Equipment or the Call-Off Contract as a whole.

Special Term 4 – In Joint Schedule 1 (Definitions), the definition of “Deliverables” is deleted and replaced with the following definition of “Deliverables”: “Goods and/or Services and/or Equipment (as defined in the Lease Terms) that may be ordered under the Contract including the Documentation”.

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

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CALL-OFF START DATE: **1 April 2021**

CALL-OFF EXPIRY DATE: **31 March 2024**

CALL-OFF INITIAL PERIOD: **3 Years**

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 **£4,300,000.00**

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 in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)
- a request from the Supplier, which it can make at any time, to decrease the Framework Prices.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Monthly consolidated invoice for all services received by the Buyer during the month. Payment will be made by BACS no later than 30 days after receipt of a valid invoice.

BUYER'S INVOICE ADDRESS:

Shared Services arvato
5 Sandringham Park
Swansea Vale
Swansea SA7 0EA

BUYER'S AUTHORISED REPRESENTATIVE

XXXXXX – redacted under FOIA section 40 – Personal Information

SUPPLIER'S AUTHORISED REPRESENTATIVE

XXXXXX – redacted under FOIA section 40 – Personal Information

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

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SUPPLIER'S CONTRACT MANAGER

XXXXXX – redacted under FOIA section 40 – Personal Information

PROGRESS REPORT FREQUENCY

During contract implementation, DVSA requires weekly reports on the progress of the implementation project. Reports are to be received by DVSA no later than 5pm each Monday.

PROGRESS MEETING FREQUENCY

Weekly; dates to be agreed as appropriate between the Buyer's and Supplier's Representatives, but would generally be held on Tuesdays, following receipt of the weekly Progress Report.

KEY STAFF

XXXXXX – redacted under FOIA section 40 – Personal Information

KEY SUBCONTRACTOR(S)

XXXXXX – redacted under FOIA section 43 – Commercial Interests

COMMERCIALLY SENSITIVE INFORMATION

See 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:

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year **25%** of the Estimated Year 1 Call Off Contract Charges; and during the remainder of the Call Off Contract Period, **50%** of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of 12 Months immediately preceding the Month in respect of which Service Credits are accrued.

The Service Period is one Month

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)

DECLARATION

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract under the Crown Commercial Service RM6096 Vehicle Lease, Fleet Management and Flexible Rental Solutions framework.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	XXXXXX – redacted under FOIA section 40 – Personal Information	Name:	XXXXXX – redacted under FOIA section 40 – Personal Information
Role:	Managing Director	Role:	Chief Executive
Date:	8 th February 2021	Date:	18 th February 2021