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

**Order Form**

CALL-OFF REFERENCE: **CCVH23A01**

THE BUYER: **Cabinet Office**

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information**.

THE SUPPLIER: Enterprise Rent-A-Car UK Limited

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**.

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 27/02/24

It is issued under the Framework Contract with the reference number RM6265 for the provision of Vehicle Hire.

CALL-OFF LOT(S):

**Lot 1**

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 This will incorporate all of the Framework Special Terms into the Call-Off Contract.
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 6 (Key Subcontractors)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data) (to be reviewed by 31 August 2024)
  + 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 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 22 (Vehicle Hire Terms)
  + Call-Off Schedule 24 (Car Share Hire Terms)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6265**
3. 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:

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: **1 May 2024**

CALL-OFF EXPIRY DATE: **30 April 2027**

CALL-OFF EXTENSION PERIOD: **1 Year**

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 **£130,000.**

CALL-OFF CHARGES

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

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:

* Indexation
* Specific Change in Law

Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

All payments to be made via consolidated monthly invoice and to be processed via feeder file. Payment will be by the BACS system 30 days from receipt of a compliant feeder file at the correct billing address.

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract.

BUYER’S INVOICE ADDRESS:

**REDACTED TEXT under FOIA Section 40, Personal Information**.

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**.

BUYER’S ENVIRONMENTAL POLICY

Cabinet Office Environmental Policy Statement available online at: <https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement>

BUYER’S SECURITY POLICY

**N/A**

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**.

SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**.

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

N/A

KEY SUBCONTRACTOR(S)

**N/A**

COMMERCIALLY SENSITIVE INFORMATION

1) Any non-publicly available information relating to Suppliers', any Monitored Companies or any Sub-Contractors' prices, revenues, costs, profit, cash flow, investments or financial return; and

2) Any information relating to Suppliers' or its Sub-Contractors’ business model and personnel; and

3) Any information relating to Suppliers' proprietary delivery methodologies and/or licensed IT suite; and

4) Any information relating to Suppliers' product specifications and product development programme.

Duration of Confidentiality: 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: £200,000.00.

The Service Period is: one Month

A Critical Service Level Failure is: Supplier unable to provide any vehicle type for a period of 24 hours or more.

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)

| **Signed - via Docusign** |
| --- |
| **Supplier**  <Supplier Sign Here>**REDACTED TEXT under FOIA Section 40, Personal Information**. |
|  |
| **Buyer**  <Commercial Sign Here>**REDACTED TEXT under FOIA Section 40, Personal Information**. |
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