

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

Order Form

CALL-OFF REFERENCE: GSS24793

THE BUYER: UK Shared Business Services

BUYER ADDRESS: Polaris House, North Star Avenue, Swindon, SN2 1FF

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 28/02/2025
It's issued under the Framework Contract with the reference number RM6265 for the provision of 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**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6265**
 - Joint Schedule 2 (Variation Form)

Joint Schedule 1 (Definitions)

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- 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 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 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)
- 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:

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;

Joint Schedule 1 (Definitions)

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- (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: **10th March 2025**
 CALL-OFF EXPIRY DATE: **1st April 2027**
 CALL-OFF EXTENSION PERIOD: **1 year** (Until 1st April 2028)

ALL-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 £11,000 excluding VAT

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 a consolidated monthly invoice after 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 to [REDACTED] or by telephone [REDACTED] between 09:00 and 17:00 Monday to Friday

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

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[REDACTED]

BUYER'S DAY TO DAY OPERATIONAL REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[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)
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| No. | Item(s) | Duration of Confidentiality |
|------------|---|---|
| 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: **0.5%**

The Service Period is: One Year

A Critical Service Level Failure is: N/A









ADDITIONAL INSURANCES

Not applicable

GUARANTEE

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: |  |

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