

### **RM6315 VEHICLE TELEMATICS**

### FRAMEWORK SCHEDULE 6A

### SIMPLE ORDER FORM

### **SECTION 1: CONTRACTING PARTIES**

	The Buy	er Details	
Buyer Organisation	Maritime and Coastguard Agency		
Contact Name	Redacted under FOIA No 40 – Personal Information		
Job Title	HMCG Fleet & Equipment Resource Manager		
Buyer Address	Maritime & Coastguard Agency, 105 Commercial Road, Southampton SO15 1EG		
Telephone	07730488737	Email	Redacted under FOIA No 40 – Personal Information@mcga.gov.uk
Call-Off Reference	TCA 3/7/1504	Date of Order	25/07/2025
	The Supp	lier Details	
Supplier	TELETRAC NAVMAN (UK) LTD		
Contact Name	Redacted under FOIA No 40 – Personal Information		
Address	K1 First Floor, Kents Hill Business Park, Milton Keynes, Buckinghamshire MK7 6BZ		
Telephone	07825037033	Email	Redacted under FOIA No 40 – Personal Information@teletracnavman.com
Quotation Reference	Q-105969		

#### **SECTION 2: CALL-OFF DELIVERABLES**

### **Description of Products and Services Required**

100 x existing units already installed

429 x new upgraded units (TN360) \*

Option of CANBUS connection integration

Option of connected cameras.

\*The transition to TN360 must be completed within 12 months from the effective date of this Agreement. Please note that progress relating to this Deliverable, shall be monitored on a Quarterly basis through the Authority's Balanced Scorecard. It should be noted that this Deliverable also extends to the requirement to deliver Training to the Authority's Fleet Users by the Supplier.

### **SECTION 3: KEY SUPPLIER STAFF (IF APPLICABLE)**

### **Description of Key Supplier Staff**

Redacted under FOIA No 40 - Personal Information - Account Manger

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Project Version: v1.0

### **SECTION 4: CALL-OFF CONTRACT TERM**

Call-Off Contract Term		
Contract Start Date	25/07/2025	
Contract Expiry Date	24/07/2028	
Initial Contract Duration	36 months	
Extension Options	1+1 year	

### **SECTION 5: CALL-OFF CONTRACT CHARGES**

Call-Off Contract Charges			
Details of the Charges to be paid in respect of the Deliverables outlined in Section 2	100 x existing units already installed £9.00 per month 429 x new upgraded units £9.75 per month		
Total Contract Value	£182,979 (excluding VAT)		
	Payment Method		
Buyer's Payment Details	DfT%20Invoicing%20I nstructions%20-%20U		
	Buyer's Invoice Details		
Name	Maritime & Coastguard Agency (MCA)		
Role	Accounts Payable – Unity Business Services		
Email	Ssa.invoice@ubusinessservices.co.uk		
Telephone	0344 892 0343		
Address	Unity Business Services (UBS) 5 Sandringham Road Swansea Vale Swansea SA7 0EA		

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### **SECTION 6: INCORPORATED TERMS**

Schedule Ref	Incorporated Terms		
	The Buyer must confirm one of the following statements:		
Joint Schedule 3 (Insurance Requirements)	A) That the Buyer has reviewed Joint Schedule 3 and the standard insurance levels apply to the Call-Off Contract	YES	
	B) That the Buyer has reviewed Joint Schedule 3 and requires the following Additional Insurances to apply to this Call-Off Contract:	YES	
	The Buyer must confirm the following statements:		
	A) That the Buyer has reviewed Joint Schedule 11	YES ⊠	
Joint Schedule 11 (Processing Data)	B) That Annex A has been completed by the Controller where applicable	YES 🗆	
	C) The roles for the processing of data under this Call-Off Contrac t	will be:	
	Buyer: Controller		
	Supplier: Processor		

### **SECTION 7: OPTIONAL TERMS**

Please select any Optional Call-Off Schedules that the Buyer requires to apply to this Call-Off Contract:

Schedule Reference	Schedule Description	Select
Call-Off Schedule 4	Call-Off Tender	
Call-Off Schedule 5	Pricing Details	
Call-Off Schedule 17	MoD Terms	
Call-Off Schedule 19	Scottish Law	
Call-Off Schedule 20	Call-Off Specification	
Call-Off Schedule 21	Northern Ireland Law	
Call-Off Schedule 23	HMRC Terms	
Call-Off Schedule 25	Supplier Furnished Terms	

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### **SECTION 8: DECLARATION**

This Simple Order Form, when completed and executed by both Parties, forms a Call-Off Contract under the Crown Commercial Service RM6315 framework			
	Name	Redacted under FOIA No 40 – Personal Information	
On behalf of	Job Title	Senior Procurement & Contracts Business Partner	
the Buyer	Date	***See DocuSign Pages***	
	Signature	***See DocuSign Pages***	
	Name	Redacted under FOIA No 40 – Personal Information	
On behalf of	Job Title	Sales Director	
the Supplier	Date	***See DocuSign Pages***	
	Signature	***See DocuSign Pages***	

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### **Annex A – Standard Terms**

#### **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. The Simple Order Form including the Call-Off Special Terms
- 2. Joint Schedule 1 (Definitions)
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
  - A) Schedules incorporated into all Call-Off Contracts as standard
    - Joint Schedule 1 (Definitions)
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 5 (Corporate Social Responsibility)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 6 (ICT Services)
  - B) Call-Off Schedules when detailed in the Order Form or selected by the Buyer in Section 7 of the Order Form as applicable to the Call-Off Contract
    - Call-Off Schedule 5 (Pricing Details), if required the Buyer must insert the pricing details relating to the Call-Off into the Schedule
    - Call-Off Schedule 7 (Key Supplier Staff), if required Section 3 of the Order Form should be populated
    - Call-Off Schedule 19 (Scottish Law), if required
    - Call-Off Schedule 20 (Call-Off Specification), if required
    - Call-Off Schedule 21 (Northern Ireland Law), if required
    - Call-Off Schedule 23 (HMRC Terms), if required
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility)
- 7. Call-Off Schedule 25 (Supplier Furnished Terms), if required the Supplier should include their Commercial Off The Shelf software licencing terms
- 8. Call-off Schedule 4 (Call-Off Tender), if required the Buyer must insert the Call-Off Tender into the Schedule

#### **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

#### **ADDITIONAL TERMS**

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery.

No other Buyer terms may be incorporated into the Order when using Framework Schedule 6A to execute the Call-Off Contract between the Parties. Should the Buyer require any further terms or Schedules to be applied to their Call-Off Contract, Framework Schedule 6 (Order Form) must be used.

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## **Annex B - Call-Off Special Terms**

The following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

Special Term	Clause	Amendment
1	3.1.2	Warranty period is amended to 12 months.
2	3.2	Where the Buyer has chosen to rent the Goods, clause 3.2 will not apply to the Call-Off Contract.
3	3.2.2	Amended to:
		"All manufacturer warranties covering the Goods must either, be assignable to the Buyer on request and for free, or the Supplier must make claims under the warranties for the Buyer whenever asked to do so for free."
4	3.2.3	Amended to:
		"The Supplier transfers risk of the Goods on Delivery and ownership or possession of the Goods on payment for those Goods, whichever is earlier."
5	3.2.11	Amended to:
		"The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs."
6	3.2.12	Where the Supplier's Goods are proprietary and cannot be repaired or replaced by a third party, clause 3.2.12 is amended to:
		"The Supplier must at its own cost repair, replace, or substitute any Goods that the Buyer rejects because they don't conform to Clause 3."
7	4.9	Will not apply
8	4.10	Will not apply
9	10.2.2	Amended to:
		"Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 180 days' written notice within the first 12 months of the Contract Start Date and 90 days' written notice thereafter."
10	10.7.5	Subclause (b) is amended to:
		"increase the Charges, except where the right to partial termination is under Clause 10.2, or where the increase of the Charges is as a result of the Variation which would involve the provision of additional Deliverables, such as a requirement for additional goods and/or services."

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Special Term	Clause	Amendment
11	11.2	Amended to:  "Each Party's total aggregate liability in each Contract Year under each Call- Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges unless
12	16.1	otherwise specified in the Call-Off Order Form."  Amended to:  "The Supplier must tell the Relevant Authority within two (2) working days if it receives a Request For Information."
13	Additional Term (i)	The Buyer agrees that the Supplier shall always be given the opportunity to remedy a remediable Default prior to a right of termination arising. The Buyer will only exercise its right to terminate for a Default which is either: (i) not remediable; or (ii) if remediable is not corrected within 30 days of receipt of a written request from the Buyer to do so or, if there is one, corrected in accordance with an accepted Rectification Plan.
14	Additional Term (ii)	The Buyer shall not have the right to terminate where there's a Change in Control of the Supplier that results in Control of the Supplier remaining with any entity which controls, is controlled by, or is under common control of the Supplier's parent company.
15	Additional Term (iii)	The Buyer agrees and consents to the Supplier anonymising data collected in the course of providing Services to the Buyer and using such anonymised data for general commercial purposes.
16	Additional Term (iv)	Where the Supplier's Services are proprietary, data cannot be restored on its platform by a third party.
17	Additional Term (v)	If the Buyer wishes to conduct an Audit the Buyer agrees: (i) to provide the Supplier with at least 10 Working Days prior written notice; (ii) to provide a list and agenda of all areas to be inspected; and (iii) to make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing any damage, injury or disruption to the Supplier's premises, equipment, personnel and business while its personnel are on those premises during such an Audit.

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# **Signature Area**

**Personal Information** 

Signature: Redacted under FOIA No 40 -	
Information	Signature: Redacted under FOIA No 40 – Personal Information
– Personal	
Name: Redacted under FOIA No 40	Redacted under FOIA No 40 – Persona Information
	Name:
Partner	
Senior Procurement & Contracts Business	Sales Director
Role/Title:	Role/Title:
Maritime and Coastguard Agency	TELETRAC NAVMAN (UK) LTD
Organisation Name:	Organisation Name: