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

**Order Form**

CALL-OFF REFERENCE: 1.11.4.4539 – version 2

THE BUYER: Health and Safety Executive

BUYER ADDRESS Redgrave Court, Merton Road, Bootle L20 7HS

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 07 June 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): 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
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 11 (Processing Data)
* Call-Off Schedules for **1.11.4.4539**
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 14 (Service Levels)
  + 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**

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: **12 June 2024**

CALL-OFF EXPIRY DATE: **11 June 2027**

CALL-OFF EXTENSION PERIOD: **2 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£400,000.

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

BACS with invoicing submitted by “feeder file”.

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.

Alternative arrangements may be made to facilitate the payment of fines and/or similar charges.

BUYER’S INVOICE ADDRESS:

Feeder files must be submitted by email to the addresses below:-

BUYER’S AUTHORISED REPRESENTATIVE

Travel & Motor Transport Manager

BUYER’S ENVIRONMENTAL POLICY

**N/A**

BUYER’S SECURITY POLICY

**N/A**

SUPPLIER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

SUPPLIER’S CONTRACT MANAGER

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

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

|  |  |  |
| --- | --- | --- |
| **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: **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)

SIGNATORIES

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

**SCHEDULES**

|  |  |
| --- | --- |
| CCS Core Terms (version 3.0.11) |  |
| **JOINT SCHEDULES** |  |
| Joint Schedule 1 – Definitions v3.10 |  |
| Joint Schedule 2 – Variation Form v3.1 |  |
| Joint Schedule 3 – Insurance Requirements v3.1 |  |
| Joint Schedule 5 - Corporate Social Responsibility |  |
| Joint Schedule 11 - Processing Data v1.0 |  |
| **CALL-OFF SCHEDULES** |  |
| Call-Off Schedule 4 – Call-Off Tender |  |
| Call-Off Schedule 5 - Pricing Details |  |
| Call-Off Schedule 8 - Business Continuity & Disaster Recovery |  |
| Call-Off Schedule 9 - Security |  |
| Call-Off Schedule 10 – Exit Management |  |
| Call-Off Schedule 14 – Service Levels |  |
| Call-Off Schedule 20 - Call-Off Specification |  |
| Call-Off Schedule 22 - Annex B - Vehicle Types and Availability |  |
| Call-Off Schedule 24 Car Share Hire Terms |  |