

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

Order Form

CALL-OFF REFERENCE: Contract No. C23687

THE BUYER: Environment Agency

BUYER ADDRESS Horizon House, Deanery Road, Bristol,
BS1 5AH

THE SUPPLIER: Allstar Business Solutions Ltd

SUPPLIER ADDRESS: PO Box 1463, Canberra House, Lydiard Fields,
Great Western Way, Swindon SN5 6PS

REGISTRATION NUMBER: 2631112

DUNS NUMBER: 769701400

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21st March 2024.

It is issued under the Framework Contract with the reference number **RM6186** for the provision of Fuel Cards.

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) **RM6186**
3. Framework Special Terms

4. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6186**
 - Joint Schedule 2 (Variation Form)
 - 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 **RM6186**
 - 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 12 (Clustering)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (HMRC Terms)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) **RM6186**

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

None

CALL-OFF START DATE: 1st April 2024

CALL-OFF EXPIRY DATE: 31st March 2026

CALL-OFF INITIAL PERIOD: Two years with the option, at the buyer's discretion to extend for a further two periods of one year (2+1+1).

CALL-OFF DELIVERABLES

Fuel cards and associated services for commercial vehicles and plant. See Schedule 20 for the 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 **£75,000** estimated charges in the first 12 months of the Contract.

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

All invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to the address given below.

The Environment Agency will endeavour to pay the Supplier within 30 days from date of a valid invoice.

The Supplier shall provide electronic invoicing in accordance with HMRC requirements for VAT purposes providing full line-item detail.

The Supplier shall provide all data requested in a pure CSV format. The Supplier shall provide monthly transaction data with the invoice which will include:

- a) the account number;
- b) fuel card details - unique number, name or vehicle registration number;
- c) transaction date;
- d) geographic location of the transaction;
- e) merchant identification number and postcode;
- f) total cost of each transaction;
- g) VAT breakdown per transaction;
- h) cost per litre per transaction;
- i) quantity of fuel drawn in litres per transaction;
- j) type of fuel;
- k) mileage reading of vehicle.

The transactional data provided must be consistent and accurate, any gaps or anomalies must be made apparent in the data set and all reasonable steps taken to amend them before the data is submitted.

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

Foss House, Kings Pool, 1-2, Peasholme Green, York, YO1 7PX

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/environment-agency-reaching-net-zero>

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

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[REDACTED]

[REDACTED]

PO Box 1463, Canberra House, Lydiard Fields, Swindon, SN5 6PS

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

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Any commercial terms or confidential information that is not in the public domain.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

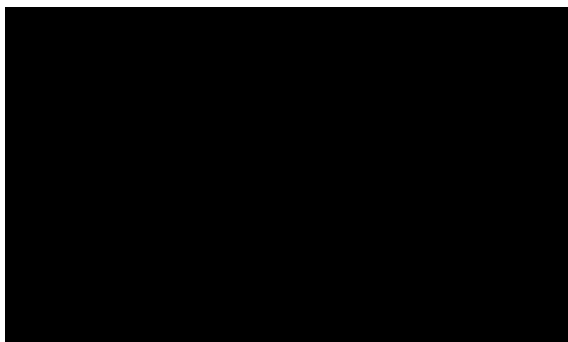
GUARANTEE

Not applicable

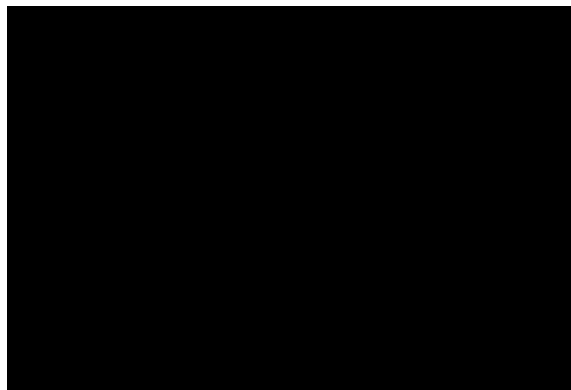
SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:



For and on behalf of the Buyer:



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This Schedule applies to EV Charging Services.

1. Definitions

In addition, in this Schedule, the following definitions apply:

Charge Point - A wall or upstand unit for putting electricity into the batteries of electric vehicles. These can include private units, or public units operated by a Charge Point Operator.

Charge Point Operator - A Charge Point Operator is a company operating a pool of Charge Points. Charge Point Operators allow session payments using our Card to connect to and charge from an electricity supply under the terms of the Agreement.

Charge Point Provider - Company that installs and/or maintains the charging session data of a private Charge Point.

Driver App - The mobile application and any other relevant software identified by Allstar from time to time which displays the cost of each charging session carried out at the Driver's Residential Address, and the value of any credits made to the Driver's home Electricity Provider.

Driver Terms - Terms provided directly to Driver during onboarding that explain certain authorisations and information needed to provide Homecharge Service. These can be found at <https://www.mina.co.uk/end-user-terms>

Driver's Residential Address - The main home residence of the Driver or Cardholder where the Charge Point is installed

Electricity Provider - Electricity Provider means the supplier of electricity to the Driver's Residential Address

Homecharge Service Start Date - The date on which we commence the operational Homecharge Services as mutually agreed by you and us

we, us, our - Allstar Business Solutions Limited.

you, your - The account holder set out in the Agreement.

2. Services

ELECTRIC VEHICLE CHARGING

We have entered into supply agreements with Charge Point Operators to provide you with access and payment with our Card on their Charge Points. This access is governed by this Agreement.

You warrant that you and your Drivers abide by the terms and conditions of use of each Charge Point Operators. These are detailed on their website or on the physical Charge Point.

You are responsible for: (a) paying any access and/or parking charges due to third parties in respect of any Charge Point; or (b) meeting the requirements for exemption from such charges (e.g. by presenting your Card); and (c) the costs of any fines or penalties imposed by the relevant parking enforcement authority and of any charge applied if your vehicle is immobilised, clamped or removed.

You and your Cardholders must follow all instructions in relation to the use of a Charge Point (which may differ from one Charge Point and/or Charge Point Operator to another, particularly where the service is different)

HOMECHARGE SERVICE

You will identify Drivers to participate in the Homecharge Service. You shall procure that each Driver: has an appropriate Charge Point correctly installed at their home to facilitate the charging of the electric vehicle; creates an account and downloads the Driver App; is aware of and has accepted the Driver Terms before the commencement of such Homecharge Services; provides all information reasonably requested by us and/or our Subcontractor, Mina Digital Ltd, that is required by us in order to provide the Homecharge Services, and ensures that the Charge Point maintains a continued internet connection; Complies with all reasonable instructions and guidance issued by us or the Subcontractor from time to time to enable us to provide the Homecharge Services. You warrant that: each Driver has accepted the Driver Terms prior to the commencement of the Homecharge Services and Homecharge Service Start Date in respect of such Driver, each Driver has obtained all necessary permissions and consents necessary to use the Homecharge Services at their home, you have procured a full authority from each Driver for us, our Subcontractor, and any other third parties involved in providing the Services to: (a) access the data from the Charge Point Provider at the Driver's Residential Address either directly or from the manufacturer or supplier of the relevant Charge Point; (b) access data from or relating to any telematics system installed in the Driver's electric vehicle; (c) contact the Electricity Supplier for the purposes of making preparations to transfer, commence and perform the Homecharge Services with effect from the Start Date; (d) receive and access the Electricity Supplier accounts and other related documentation of the Driver and the information contained within them; (e) make payments and receive refunds from the Driver's Electricity Supplier. You shall be liable for acts or omissions of the Drivers arising out of or in connection with this Agreement.

Framework Ref: RM6186

Project Version: v1.0

Model Version: v3.8

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We shall provide the following Homecharge Services as follows: We will provide a privacy policy to you and to each Driver. Each Driver shall be required to accept the privacy policy via the Driver App. We will access data from the compatible home Charge Point in the Driver's home to receive Homecharge session data and kWh used by driver's in charging their electric vehicle. We will access data from your Driver's Electricity Supplier on the electricity tariff applied to charging your Driver's electric vehicle at the Driver's Residential Address. We may make payment directly to your Driver's Electricity Supplier based on kWh recorded and electricity tariff and invoice this amount to your account. We will provide each Driver with a Card which will link their Homecharge sessions to your account, and enable electric charging at the Allstar public charging network. The charging data shall be updated in line with the data feed from the Charge Point. Payments to the Driver's Electricity Supplier will also be visible on the Driver App. You agree and acknowledge that we may instruct the Subcontractor or another third party to provide all or part of the Homecharge Services hereunder from time to time at its sole discretion. You acknowledge that we may vary the technical specifications from time to time and offer updates or modifications to the Homecharge Service. You acknowledge and agree that we can refuse, delay or suspend the Homecharge Services in relation to the Driver with Homecharge Services in any of the following circumstances: the Electricity Supplier, Charge Point Provider, Driver or any third party outside of the Company's control prevents us from performing the Homecharge Services; the Electricity Supplier, Charge Point Provider or Driver fails to provide the data necessary for us to perform the Homecharge Services.