

Joint Schedule 1 (Definitions)
Crown Copyright 2022

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

Order Form

| | |
|----------------------|--|
| CALL-OFF REFERENCE: | C163981 Car Hire 2024 |
| THE BUYER: | UK Health Security Agency |
| BUYER ADDRESS: | 5th floor, 10 South Colonnade London E14 4PU |
| 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 on 10/04/2024.

It's issued under the Framework Contract with the reference number RM6265 for the provision of Public Sector Vehicle Hire Solutions.

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CALL-OFF LOT(S):

| Applies | Lot | Description of Lots |
|----------------|------------|--|
| X | Lot 1 | Hire of Vehicles up to 3.5T |
| | Lot 2 | Hire of Commercial Vehicles up to 7.5T |
| | Lot 3 | Hire of HGVs from 7.5T and above |
| | Lot 4 | Hire of emergency service and specialist healthcare operational vehicles |
| | Lot 5 | Car Share solutions |

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 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - 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)

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- Call-Off Schedule 14 (Service Levels)
 - 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)
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;
- (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.

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CALL-OFF START DATE: Contract start date shall be the date on which the contract is fully executed.

CALL-OFF EXPIRY DATE: 31/12/2025

CALL-OFF EXTENSION PERIOD: 2 x 12 months

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 £104,000 excluding VAT

The Contract value is £416,000 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

BACS

BUYER'S INVOICE ADDRESS:

Accounts Payable; UK Health Security Agency
Manor Farm Road
Porton Down
Salisbury,
SP4 0JG



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BUYER’S AUTHORISED REPRESENTATIVE

[Redacted]

BUYER’S ENVIRONMENTAL POLICY

N/A

BUYER’S SECURITY POLICY

N/A

SUPPLIER’S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER’S CONTRACT MANAGER

[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

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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)

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| For and on behalf of the Supplier: | For and on behalf of the Buyer: |
|--|--|
| <div>DocuSigned by:</div> <div></div> <div>Date Signed: 10/04/24</div> | <div>DocuSigned by:</div> <div></div> <div>Date Signed: 11/04/24</div> |