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

**Order Form**

CALL-OFF REFERENCE: TRHR3310

THE BUYER: **Department for Transport (DfT)**

BUYER ADDRESS Great Minster House, 33 Horseferry Road. London SW1P 4DR

THE SUPPLIER: **Enterprise Rent-A-Car UK Ltd**

SUPPLIER ADDRESS:Enterprise House, Vicarage Road, Egham. Surrey TW20 9FB

REGISTRATION NUMBER:02946689

DUNS NUMBER: 73-974-9968

SID4GOV ID:N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10 March 2025.

It’s issued under the Framework Contract with the reference number **RM6265** for the provision of Vehicle Hire Solutions.

CALL-OFF **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 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 12 (Clustering)
  + 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 16 (Benchmarking)
  + 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.

Special Term 5. **[REDACTED** **under FOIA Regulation No 43 – Commercial Interests]**

Special Term 6. **[REDACTED under FOIA Regulation No 43 – Commercial Interests]**

Special Term 7. **[REDACTED under FOIA Regulation No 43 – Commercial Interests]**

Special Term 8. **[REDACTED under FOIA Regulation No 43 – Commercial Interests]**

CALL-OFF START DATE: **1 April 2025**

CALL-OFF EXPIRY DATE: **31 March 2028**

CALL-OFF EXTENSION PERIOD: **1+1 years**

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

**[REDACTED under FOIA Regulation No 43 – Commercial Interests]**

CALL-OFF CHARGES

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

The Parties acknowledge that the Contract Charges allow for the Buyer to both insure the Equipment (or rely on Crown Indemnity) and for the Supplier to provide applicable protection products.

The type of coverage will be determined by the Buyer at the time it places an Order with the Supplier, and only where the Buyer specifically indicates, to the Supplier, shall the Call-Off Charges be determined to be inclusive of:

* Collision Damage Waiver
* Third-Party Liability

Subject to the terms of the Agreement.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Indexation
* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER’S INVOICE ADDRESS:

**DFT Shared Service Centre**

**5 Sandringham Park**

**Swansea Vale**

**Swansea, Wales**

**SA7 0EA**

BUYER’S AUTHORISED REPRESENTATIVE

**[REDACTED under FOIA No 40 – Personal Information]**

BUYER’S ENVIRONMENTAL POLICY

DfT operational sustainability strategy can be found on the following link:

<https://assets.publishing.service.gov.uk/media/61928b8ad3bf7f054f43dfde/dft-operational-sustainability-strategy.pdf.pdf>

BUYER’S SECURITY POLICY

Security Aspects Letter INFOSEC 15.3 v4.2 (Enterprise amended version)

SUPPLIER’S AUTHORISED REPRESENTATIVE

**[REDACTED under FOIA No 40 – Personal Information]**

SUPPLIER’S CONTRACT MANAGER

**[REDACTED under FOIA No 40 – Personal Information]**

PROGRESS REPORT FREQUENCY

Progress reports are to be provided in line with the meetings detailed under ‘Progress Meeting Frequency’

PROGRESS MEETING FREQUENCY

During implementation, supplier representatives shall attend a virtual weekly progress review meeting hosted by the DfT/MCA

KEY STAFF

None

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

**[REDACTED under FOI Regulation No 43 – Commercial Interests]**

SERVICE CREDITS

**[REDACTED under FOI Regulation No 43 – Commercial Interests]**

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 identified in its bid and the reporting in Call-Off Schedule 1 Transparency Reports

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