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

## **Order Form**

CALL-OFF REFERENCE: 1.11.4.3552

THE BUYER:	The Health and Safety Executive	
BUYER ADDRESS	Redgrave Court, Merton Road, Bootle, Liverpool, L20 7HS	
THE SUPPLIER:	Enterprise Rent-a-car UK Limited]	
SUPPLIER ADDRESS:	Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB	
REGISTRATION NUMBER: 2946689		
DUNS NUMBER:	739749968	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 13<sup>th</sup> May 2021.

It's issued under the Framework Contract with the reference number RM6013 for the provision of HSE's Vehicle Hire Contract.

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) RM6013
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6013
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM6013
    - 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 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - o 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)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)

    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 19 (Scottish Law)
    - Call-Off Schedule 20 (Call-Off Specification)

    - Call-Off Schedule 22 (Vehicle Hire Terms)
- 4. CCS Core Terms (version 3.0.6)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6013

6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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: **Special Term 1** – The following Clauses in RM6013 Core Terms, do not apply to Call-Off.

- Clause 3.1.2 does not apply;
- Clause 3.2 does not apply;
- Clause 8.7 does not apply;
- Clause 10.2 does not apply to the Buyer extending the Hire Period of any Equipment;
- Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and
- Clause 10.5.2 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 10 (Consequences of expiry or termination).

CALL-OFF START DATE:	13/05/2021

CALL-OFF EXPIRY DATE: 12/05/2024

CALL-OFF INITIAL PERIOD: 3 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 **£200,000** Estimated Charges in the first 12 months of the Contract.

#### CALL-OFF CHARGES Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES None

#### PAYMENT METHOD

All invoices raised must include the relevant Purchase Order number. Failure to include the Purchase Order Number may delay payment. In all cases invoices should be submitted to the below e-mail address.

The Supplier shall send a copy invoice to the HSE Contract Manager identified as authorised representative.

HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.

Please note: It is extremely important that your invoice is laid out as per the HSE Purchase Order, i.e. Line Numbering and Description.

It must be in pdf format only (flat pdf with no text enabled/embedded/enriched content), using one of the following fonts:-

- TrueType;
- Type 0 (CID); and
- Type 1.

In doing this, you will prevent the invoice being rejected by SSCL.

If you are not advised of the PO No. within 5 working days of contract signature, then please contact the HSE authorised representative, who will be able to provide you with an update and details of when the PO will be sent to you.

Please note: HSE Contracts Team are not always made aware of this PO No. and therefore, to contact them will cause an added delay.

All Invoice queries must, in the first instance be taken up with HSE's Shared Service Department, SSCL. They can be contacted on 0345 241 5356 or 0845 2415356 (Option 2). Alternatively, you can email them via <u>has-finance-ap-enquiries@gov.sscl.com</u>

If they are unable to offer you an answer to your queries, then you should contact the HSE authorised representative via email, detailing the **Contract Reference No**., the **PO No. (if you have one)**, and details of what your queries are.

BUYER'S INVOICE ADDRESS: SSCL HSE's Shared Services Department <u>APinvoices-HAS-U@gov.sscl.com</u>

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY [Insert details [Document name] [version] [date] [available online at:] or insert: [Appended at Call-Off Schedule X]]

Framework Ref: RM6013 - Public Sector Vehicle Hire Solutions Project Version: v1.0 Model Version: v3.4

BUYER'S SECURITY POLICY [Insert details [Document name] [version] [date] [available online at:] or insert: [Appended at Call-Off Schedule X]]

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY [Insert report frequency: On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY [Insert meeting frequency: Quarterly on the first Working Day of each quarter]

COMMERCIALLY SENSITIVE INFORMATION [Insert Not applicable or insert Supplier's Commercially Sensitive Information]

SERVICE CREDITS Not applicable]

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)]

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

[Buyer guidance: execution by seal / deed where required by the Buyer].