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Commercial
Service

RM6096 VEHICLE LEASE, FLEET MANAGEMENT AND FLEXIBLE RENTAL SOLUTIONS

ORDER FORM

CALL-OFF REFERENCE: **SR257312334**

THE BUYER: **HM Revenue & Customs**

BUYER ADDRESS **100 Parliament Street
Westminster
London SW1A 2BQ**

THE SUPPLIER: **KINTO UK Limited**

SUPPLIER ADDRESS: **Building 1000
Lakeside North Harbour,
Western Road,
Portsmouth,
Hampshire,
PO6 3EN**

REGISTRATION NUMBER: [REDACTED]
[REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **26th March 2021**.

It's issued under the Framework Contract with the reference number **SR257312334** for the provision of **Fleet Management and Vehicle Lease Services**.

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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. HMRC's Mandatory Clauses as appended to this Order Form at Annex 1.
3. Joint Schedule 1(Definitions and Interpretation) **RM6096**
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6096
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee) - Not Used
 - Joint Schedule 9 (Minimum Standards of Reliability) – Not Used
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **RM6096**
 - 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) – Not Used
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works) – Not Used
 - 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 17 (MOD Terms) - Not Used
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law) - Not Used
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Northern Ireland Law) – Not Used

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- Call-Off Schedule 22 (Lease Terms for Lots 1 and 2)
 - Call-Off Schedule 23 (Vehicle Lease Order Form Lots 1 and 2)
 - Call-Off Schedule 24 (Vehicle Lease Order Form Lot 4) – Not Used
5. CCS Core Terms (version 3.0.2)
 6. Joint Schedule 5 (Corporate Social Responsibility) **RM6096**
 7. 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 RM6096 Core Terms, do not apply for Lots 1, 2 and 3:

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract;
- Clause 8.7 does not apply to the Call-Off Contract;
- Clause 10.2 does not apply to the Buyer extending the Lease Period of any Equipment;
- Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and
- Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

Special Term 2 – The following Clauses in RM6096 Core Terms, do not apply for Lot 4 only:

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract;
- Clause 8.7 does not apply to the Call-Off Contract;
- Clause 10.2 does not apply to the Buyer extending the rental period of any vehicle;
- Clause 10.3.2 does not apply to the Buyer terminating the rental of any vehicle; and
- Clause 11.3 does not apply where the Buyer must pay a settlement sum, a termination sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

Special Term 3 – Where the Supplier has the right to terminate the lease of any Equipment it can terminate the lease or rental for that piece of Equipment only without terminating the lease or rental of any other Equipment or the Call-Off Contract as a whole.

Special Term 4 – In Joint Schedule 1 (Definitions), the definition of “Deliverables” is deleted and replaced with the following definition of “Deliverables”: “Goods

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and/or Services and/or Equipment (as defined in the Lease Terms) that may be ordered under the Contract including the Documentation”.

CALL-OFF START DATE: 26th March 2021

SERVICE START DATE: 1st April 2021

CALL-OFF EXPIRY DATE: 31st March 2024

CALL-OFF INITIAL PERIOD: 3 years + 2 years extension.

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 **£3,700,000**

CALL-OFF CHARGES

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

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

HMRC is now operating SAP Ariba Buying and Invoicing platform (internally badged as myBUY). All suppliers are obligated to receive Purchase Orders from, and transact Invoices back to, HMRC over the Ariba Network. The Supplier shall be required to register with HMRC on the Ariba Network with an Enterprise Account (see section 4.3.54 Invoices and Charging in Schedule 20 – Specification for further details).

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The Supplier shall invoice the Buyer monthly in arrears.

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Buyer in writing.

BUYER’S INVOICE ADDRESS:

HM Revenue & Customs
100 Parliament Street
Westminster
London SW1A 2BQ
United Kingdom

BUYER’S AUTHORISED REPRESENTATIVE

[Redacted]
[Redacted]
[Redacted]
XXXXXXXXXXXXXXXXXXXXXX

BUYER’S ENVIRONMENTAL POLICY

The Supplier should note that HMRC have a number of Environment Policy commitments in respect of this contract which can be accessed as listed:

- **Greening Government Commitments:**
<https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020>
- **The Government’s Road to Zero strategy:**
<https://www.gov.uk/government/publications/reducing-emissions-from-road-transport-road-to-zero-strategy>
- **HMRC’s net zero 2040 plans**
<https://gcs.civilservice.gov.uk/blog/we-are-stepping-up-to-the-net-zero-commitment-are-you/>

BUYER’S SECURITY POLICY

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See Appendix 3: Security Standards of Schedule 20 for HMRC’s Security Policy.

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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KEY SUBCONTRACTOR(S)

Service Provider	Scope of Delivery
KwikFit	Tyre Provision
ATS Euromaster	Tyre Provision
National Tyres	Tyre Provision
Autoglass	Windscreen and Glass Provision
British Car Auctions	Vehicle Auctions
CD Auction Group	Vehicle movements and pool fleet
DriveTech	Risk Management
Epyx Ltd	SMR Booking and Authorisation System (which includes all SMR repair centres within the EPYX 1Link SMR network, not individually listed due to volume)
Ebbon Dacs	Vehicle ordering system
FMG Support Ltd	Accident Repair network (repairers not individually listed due to volume)
Audatex	Accident Repair booking system
RAC Motoring Services	Roadside Assistance and Recovery
Vehicle Quality Solutions	Vehicle Inspections and Collections
Nexus	Rental Vehicle provision
Opus Claims	Accident Management
All Fleet Services / i247	Out of hours call services / business continuity (if requested by the Buyer)

COMMERCIALLY SENSITIVE INFORMATION

The Supplier would consider any document provided to HMRC that is a confidential document (such as an audit report, financial records etc.), or an internal policy or procedure (such as those shown by the Supplier to HMRC during security audits) to be commercially sensitive / confidential and not for public release. Any pricing information that is not available publicly would also be considered commercially sensitive.

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: **£370,000.00**.

The Service Period is one Month.

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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).

DECLARATION

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract under the Crown Commercial Service RM6096 Vehicle Lease, Fleet Management and Flexible Rental Solutions framework.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	 33A8FF6A42C74F4...	Signature:	 68438C186C9C44C...
Name:	Matthew Rumble	Name:	Catherine Moore
Role:	Chief Executive Officer	Role:	Principal Sourcing Specialist, Corporate Services
Date:	26 March 2021	Date:	26 March 2021

ANNEX 1 Special Conditions

AUTHORITY'S MANDATORY TERMS

- A.** For the avoidance of doubt, references to 'the Agreement' mean the attached Call-Off Contract between the Supplier and the Authority. References to 'the Authority' mean 'the Buyer' (the Commissioners for Her Majesty's Revenue and Customs).
- B.** The Agreement incorporates the Authority's mandatory terms set out in this Annex 1.
- C.** In case of any ambiguity or conflict, the Authority's mandatory terms in this Annex 1 will supersede any other terms in the Agreement.

1. Definitions

- | | |
|------------------|---|
| "Affiliate" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time; |
| "Authority Data" | <p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <ul style="list-style-type: none"> (i) supplied to the Supplier by or on behalf of the Authority; and/or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or <p>(b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;</p> |

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“Charges”	the charges for the Services as specified in Call-Off Schedule 5
“Connected Company”	means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
“Control”	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“Controller”, “Processor”, “Data Subject”,	take the meaning given in the GDPR
“Data Protection Legislation”	<p>(a) the GDPR, the Law Enforcement Directive (Directive EU 2016/680) and any applicable national implementing Laws as amended from time to time;</p> <p>(b) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;</p> <p>(c) all applicable Law about the processing of personal data and privacy;</p>
“GDPR”	the General Data Protection Regulation (Regulation (EU) 2016/679);
“Key Subcontractor”	<p>any Subcontractor:</p> <p>(a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or</p> <p>(b) with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;</p>
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable

	community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Personal Data”	has the meaning given in the GDPR;
“Purchase Order Number”	the Authority’s unique number relating to the supply of the Services;
“Services”	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
“Subcontract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
“Subcontractor”	any third party with whom: <ul style="list-style-type: none"> (a) the Supplier enters into a Subcontract; or (b) a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Supporting Documentation”	sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;
“Tax”	<ul style="list-style-type: none"> (a) all forms of tax whether direct or indirect; (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for

goods or services supplied or performed or to be performed) and withholdings; and

(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;

“Tax Non-Compliance”

where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Appendix 1, where:

(a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and

(b) any “Essential Subcontractor” means any Key Subcontractor;

“VAT”

value added tax as provided for in the Value Added Tax Act 1994.

2. Payment and Recovery of Sums Due

2.1 The Supplier shall invoice the Authority as specified in Clause 4.3.52 of Call-Off Schedule 20 of the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:

2.1.1 the Supplier does so at its own risk; and

2.1.2 the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.

2.2 Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier, as directed by the Authority from time to time via the Authority’s electronic transaction system.

2.3 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum

may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

3. Warranties

3.1 The Supplier represents and warrants that:

- 3.1.1** in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;
 - 3.1.2** it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and
 - 3.1.3** no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date.
- 3.2** If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 3.1.1, 3.1.2 and/or 3.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.
- 3.3** In the event that the warranty given by the Supplier pursuant to Clause 3.1.2 is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

4. Promoting Tax Compliance

- 4.1** All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

- 4.2** To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.
- 4.3** The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.
- 4.4** If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:
- 4.4.1** notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
- 4.4.2** promptly provide to the Authority:
- (a)** details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (b)** such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.
- 4.5** The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 4.5 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.
- 4.6** Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.
- 4.7** If the Supplier:
- 4.7.1** fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses 4.2, 4.4.1 and/or 4.6 this may be a material breach of the Agreement;

- 4.7.2** fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause 4.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or
- 4.7.3** fails to provide details of steps being taken and mitigating factors pursuant to Clause 4.4.2 which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement;

and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

- 4.8** The Authority may internally share any information which it receives under Clauses 4.3 to 4.4 (inclusive) and 4.6, for the purpose of the collection and management of revenue for which the Authority is responsible.

5. Use of Off-shore Tax Structures

5.1 Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("Prohibited Transactions"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.

5.2 The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.

5.3 In the event of a Prohibited Transaction being entered into in breach of Clause 5.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 5.1 and 5.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.

5.4 Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 5.2 and 5.3 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

6 Data Protection and off-shoring

The contract is signed on the basis that HMRC successfully secure satisfactory governance approval in respect of Kinto data offshoring and that both parties will continue to work together to resolve any outstanding Offshoring issues in accordance with HMRC requirements on data security.

6.1 The Processor shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:

6.1.1 not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a)** the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (b)** the Data Subject has enforceable rights and effective legal remedies;
- (c)** the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal

Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- (d)** the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

6.2 Failure by the Processor to comply with the obligations set out in Clause 6.1 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

7 Commissioners for Revenue and Customs Act 2005 and related Legislation

7.1 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.

7.2 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

7.3 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause 7.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.

7.4 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.

7.5 In the event that the Supplier or the Supplier Personnel fail to comply with this Clause 7, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

Appendix 1

Excerpt from HMRC's "Test for Tax Non-Compliance"

Condition one (An in-scope entity or person)

1. There is a person or entity which is either: ("X")
 - 1.1 The Economic Operator or Essential Subcontractor (EOS);
 - 1.2 Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts*¹;
 - 1.3 Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

Condition two (Arrangements involving evasion, abuse or tax avoidance)

2. X has been engaged in one or more of the following:
 - 2.1 Fraudulent evasion²;
 - 2.2 Conduct caught by the General Anti-Abuse Rule³;

¹ <https://www.iasplus.com/en/standards/ifrs/ifrs10>

² 'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.

³ "General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions

- 2.3 Conduct caught by the Halifax Abuse principle⁴;
- 2.4 Entered into arrangements caught by a DOTAS or VADR scheme⁵;
- 2.5 Conduct caught by a recognised ‘anti-avoidance rule’⁶ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. ‘Targeted Anti-Avoidance Rules’ (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
- 2.6 Entered into an avoidance scheme identified by HMRC’s published Spotlights list⁷;
- 2.7 Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

- 3. X’s activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:
 - 3.1 In respect of (2.1), either X:
 - 3.1.1 Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure⁸; or,
 - 3.1.2 Has been charged with an offence of fraudulent evasion.
 - 3.2 In respect of (2.2) to (2.5), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal

⁴ “Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others

⁵ A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

⁶ The full definition of ‘Anti-avoidance rule’ can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.

⁷ Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

⁸ The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.

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process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.

3.3 In respect of (2.2) to (2.5), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.

3.4 In respect of (2.6) this condition is satisfied without any further steps being taken.

3.5 In respect of (2.7) the foreign equivalent to each of the corresponding steps set out above in (3.1) to (3.3).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

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Appendix 2 Form

CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: [for Supplier to insert Contract reference number and contract date] (‘the Agreement’)

DECLARATION:

I solemnly declare that:

- 1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Government Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
- 2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Government Data provided to me.

SIGNED:
FULL NAME:
POSITION:
COMPANY:
DATE OF SIGNATURE:

Joint Schedule 1 (Definitions)

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Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

Joint Schedule 1 (Definitions)

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1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and

1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

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	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

Joint Schedule 1 (Definitions)

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"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

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"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;

Joint Schedule 1 (Definitions)

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"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is

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	<p>not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;

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"Data Subject"	has the meaning given to it in the GDPR
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

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"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>

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"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from: a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;

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	<p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;

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"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;

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"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

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	<p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or

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	licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;

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"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; <p>but shall not include the Supplier's Existing IPR;</p>

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"Occasion of Tax Non-Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;

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	<p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;

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"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects

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	(including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and <p>information derived from any of the above;</p>

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"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Requesting Bodies"	means a supplier appointed to this CCS Framework Contract or the CCS Vehicle Conversion dynamic purchasing system (RM3814) for the purpose of using the CCS Vehicle Purchase Framework Contract (RM6060) and have the benefit of the discounts;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;

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"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the

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	<p>Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes</p>

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	(or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 12 Supply Chain Visibility;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and

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	b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

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"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
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Joint Schedule 2 (Variation Form)

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Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	HM Revenue & Customs ("the Buyer") And KINTO UK Ltd ("the Supplier")	
Contract name:	Fleet Management and Vehicle Lease Services	
Contract reference number:	SR257312334	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

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Joint Schedule 3 (Insurance Requirements)**1. The insurance you need to have**

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

Joint Schedule 3 (Insurance Requirements)

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3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Joint Schedule 3 (Insurance Requirements)

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- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.2 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.3 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
 - 1.4 employer's liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
		The Supplier would consider any document provided to HMRC that is a confidential document (such as an audit report, financial records etc.), or an internal policy or procedure (such as those shown by the Supplier to HMRC during security audits) to be commercially sensitive / confidential and not for public release. Any pricing information that is not available publicly would also be considered commercially sensitive.	

Joint Schedule 6 (Key Subcontractors)

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Joint Schedule 6 (Key Subcontractors)**1. Restrictions on certain subcontractors**

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a New Key Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a New Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

Joint Schedule 6 (Key Subcontractors)

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- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables

Joint Schedule 6 (Key Subcontractors)

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provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)
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Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- | | |
|-----------------------------------|---|
| "Credit Rating Threshold" | the minimum credit rating level for the Monitored Company as set out in Annex 2 and |
| "Financial Distress Event" | the occurrence or one or more of the following events: <ul style="list-style-type: none"> a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party; d) Monitored Company committing a material breach of covenant to its lenders; e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or f) any of the following: <ul style="list-style-type: none"> i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract; ii) non-payment by the Monitored Company of any financial indebtedness; iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or |

Joint Schedule 7 (Financial Difficulties)

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- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

"Financial Distress Service Continuity Plan"

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

"Monitored Company"

Supplier or any Key Subcontractor

"Rating Agencies"

the rating agencies listed in Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive termination or expiry of this Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

Joint Schedule 7 (Financial Difficulties)

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- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;
- B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored; and
- D is the value at the relevant date of the current liabilities of the Monitored Company.

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.

Joint Schedule 7 (Financial Difficulties)

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- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
 - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
 - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the

Joint Schedule 7 (Financial Difficulties)

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review and Approval process for the updated Financial Distress Service Continuity Plan; and

- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.64.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
 - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
 - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

ANNEX 1: RATING AGENCIES AND THEIR STANDARD RATING SYSTEM

STANDARD AND POORS

- **CREDIT RATING LEVEL 1 = AAA**
- **CREDIT RATING LEVEL 2 = AA+**
- **CREDIT RATING LEVEL 3 = AA**
- **CREDIT RATING LEVEL 4 = AA-**
- **CREDIT RATING LEVEL 5 = A+**
- **CREDIT RATING LEVEL 6 = A**
- **CREDIT RATING LEVEL 7 = A-**
- **CREDIT RATING LEVEL 8 = BBB+**
- **CREDIT RATING LEVEL 9 = BBB**
- **CREDIT RATING LEVEL 10 = BBB-**
- **ETC.**

MOODYS

- **CREDIT RATING LEVEL 1 = AAA**
- **CREDIT RATING LEVEL 2 = AA1**
- **CREDIT RATING LEVEL 3 = AA2**
- **CREDIT RATING LEVEL 4 = AA3**
- **CREDIT RATING LEVEL 5 = A1**
- **CREDIT RATING LEVEL 6 = A2**
- **CREDIT RATING LEVEL 7 = A3**
- **CREDIT RATING LEVEL 8 = BAA1**
- **CREDIT RATING LEVEL 9 = BAA2**
- **CREDIT RATING LEVEL 10 = BAA3**
- **ETC.**

Joint Schedule 7 (Financial Difficulties)
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ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Effective Date)</i>	Credit Rating Threshold
Supplier	Moody's	A2 minimum
	Standard and Poors	A minimum
Guarantor	Moody's	A2 minimum
	Standard and Poors	A minimum

ANNEX 3: Calculation Methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

1. **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
2. **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
3. **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
4. **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Joint Schedule 7 (Financial Difficulties)
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Specific Methodology

Financial Indicator	Specific Methodology
<p>1 <u>Operating Margin</u></p>	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>
<p>2 <u>Net Debt to EBITDA Ratio</u></p>	<p><i>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p><i>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</i></p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <ul style="list-style-type: none"> • <i>Net Debt:</i> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <ul style="list-style-type: none"> • <i>EBITDA:</i> Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the</i>

Joint Schedule 7 (Financial Difficulties)

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	<p><i>Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).]</i></p>
<p>3</p> <p>Net Debt + Net Pension Deficit to EBITDA ratio</p>	<p>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>“Net Pension Deficit” = Retirement Benefit Obligations – Retirement Benefit Assets</p> <p>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <ul style="list-style-type: none"> • <u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members. <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <ul style="list-style-type: none"> • <u>Net Pension Deficit</u>: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms. <p>Where ‘Net Debt + Net Pension Deficit’ is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <ul style="list-style-type: none"> • <u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include

Joint Schedule 7 (Financial Difficulties)
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	<p>the entity's share of the results of any joint ventures or Associates.</p> <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p>
--	--

ANNEX 4: Board Confirmation

Supplier Name:
Contract Reference Number:

The Board of Directors acknowledge the requirements set out at paragraph 8 of Schedule 7.4 (Financial Distress) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or
- b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair
Signed
Date

Director
Signed
Date

Joint Schedule 8 (Guarantee)

Not Used.

Joint Schedule (Minimum Standards of Reliability)
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Joint Schedule 9 (Minimum Standards of Reliability)

Not Used.

Joint Schedule 10 (Rectification Plan)

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Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]		
Signed by Buyer :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add] cause]		
Anticipated impact assessment:	[add] impact]		
Actual effect of Default:	[add] effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	

Joint Schedule 10 (Rectification Plan)
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Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Joint Schedule 11 (Processing Data)
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Joint Schedule 11 (Processing Data)

1. Definitions

“Controller” has the meaning given in the GDPR;

**“Data Protection
Legislation”**

means

- i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time;
- ii) the DPA to the extent that it relates to processing of personal data and privacy;
- iii) all applicable Law about the processing of personal data and privacy;

“GDPR” the General Data Protection Regulation (Regulation (EU) 2016/679)

“Joint Control” means where two or more Controllers jointly determine the purposes and means of processing

“Personal Data” has the meaning given in the GDPR to which the Processor has access to from time to time in the course of the Services

Joint Schedule 11 (Processing Data)

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Part C - INDEPENDENT CONTROLLERS OF PERSONAL DATA

1. With respect to Personal Data provided by one Party to another Party (as further described in Annex 1 (Record of Personal Data Transfer) in this Part C of Joint Schedule 11 for which each Party acts as Controller but which is not under the Joint Control each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.
2. Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
3. Where a Party has provided Personal Data to the other Party in accordance with this Part C the recipient Party will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
4. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the processing of Personal Data for the purposes of this Agreement.
5. The Parties shall only provide Personal Data to each other:
 - 5.1 to the extent necessary to perform the respective obligations under this Agreement.
 - 5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects)
 - 5.3 where it has recorded it in Annex 1 – Record of Personal Data Transfer
6. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller,

Joint Schedule 11 (Processing Data)

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implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

7. A Party processing Personal Data for the purposes of this Agreement shall maintain a record of its processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
8. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Agreement:

8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the cost of the party receiving the request; or

8.2 where the request or correspondence is directed to the other party and/or relates to the other party's Processing of the Personal Data, the Data Receiving Party will:

- (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
- (b) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

9. Each party shall promptly notify the other party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Agreement and shall:

9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;

9.2 implement any measures necessary to restore the security of any compromised Personal Data;

9.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

9.4 not do anything which may damage the reputation of the other Party or that party's relationship with the relevant Data Subjects, save as required by Law.

Joint Schedule 11 (Processing Data)

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10. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Agreement as specified in Annex 1

11. Personal Data shall not be retained or processed for longer than is necessary to perform the respective obligations under this Agreement which is specified in Annex 1.

Joint Schedule 11 (Processing Data)

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Annex 1 – Record of Personal Data Transfer

Vehicle Lease, Fleet Management and Flexible Rental Solutions Contract:	RM 6096
Identity of the Independent Controller	The Parties acknowledge that the Supplier(s) is an Independent Controller for the purposes of the Data Protection Legislation in respect of the personal data of end users and Part C Independent Controllers of Personal Data to this Schedule shall apply in replacement of Clause 14 of the Core Terms.
Provision of Personal Data	<p>The following Personal Data is provided by the Supplier to the Buyer:</p> <ul style="list-style-type: none"> • Supplier Personnel • Buyer Staff • Other End Users <p>The following Personal Data is provided by the Buyer to the Supplier:</p> <ul style="list-style-type: none"> • Buyer Staff • Other End Users
Uses of Personal Data under this Agreement	The Personal Data is used by the Supplier for the purpose of managing the obligations under the Call Off Contract in respect of the provision of the contracted Vehicle Fleet Management services under RM6096. Full information regarding use of Personal Data is available in the Supplier's privacy notice available on the Supplier's website: www.kinto-uk.com/privacy-notice/
Duration of the processing and retention.	From the commencement of the Call Off Contract and up to and up to 7 years after the expiry or termination of the Call Off Contract.
Nature and purposes of the processing	<p>To manage the obligations under the Call Off Contract in respect of the services listed above. The nature of the processing is:</p> <p>Any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p>

Joint Schedule 11 (Processing Data)

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Type of Personal Data	<p>The following types of personal data may be processed under this Part C:</p> <ul style="list-style-type: none"> • Contact details (name, address, telephone number and email address) • Date of birth • Financial information (payroll, personal (if applying for personal finance)) • Employment details (Employee number, NI number, job title, banding/grade) • Private contribution value or capital contribution value (relevant to vehicles) • Vehicle and insurance details (vehicle registration number, vehicle identification number) • Driving Licence details • Tax information (P11d records) • Physical or mental health details where relevant to driving vehicles • Offences (including alleged offences) and criminal proceedings, outcomes and sentences (including endorsements) where relevant to driving vehicles • Online identifiers (IP address) • Authentication information (e.g. mother's maiden name, system passwords) • Communications (telephone recordings, email) • Vehicle tracking information (where applicable) • Images • Biometric data • The names, addresses, telephone numbers, and Driver's Licence nos, including penalty points, of the nominated drivers not employed by the Authority, but allowed to drive vehicles under the Authorities Company Car Scheme
Categories of Data Subject	<p>Personal Data of the following categories of data subject may be processed under this Part C:</p> <ul style="list-style-type: none"> • Buyer Staff • Supplier Personnel

Joint Schedule 11 (Processing Data)
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	<ul style="list-style-type: none">Parties authorised to be a nominated driver by the Buyer which are not employed by the Buyer but allowed to drive Vehicles under the Buyer's Company Car Scheme
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Call-Off Schedule 1 (Transparency Reports)
Call-Off Ref:
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Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Call-Off Schedule 1 (Transparency Reports)

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Accurate and Timely Billing	<ul style="list-style-type: none"> • Date each invoice due and sent; • number of invoices rejected due to inaccuracies 	Data with covering summary showing % of invoices that month on time and accurate	monthly
Help Desk Response Performance	<ul style="list-style-type: none"> • Date and time of each request received • Category of type of request, i.e. Health, Safety & Welfare or Legislation or All other types • Date and time of initial response 	Data with covering summary showing % of requests that month responded to within the 1 working hour or 2 working days performance level	monthly
Vehicle Orders	<ul style="list-style-type: none"> • MID updated either before delivery or within 1 Working Day after new vehicle is delivered 	Data with covering summary showing % of requests that month	monthly

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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Call-Off Schedule 2 (Staff Transfer)

1. Definitions

- 1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

Call-Off Schedule 2 (Staff Transfer)

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	f) claims whether in tort, contract or statute or otherwise;
	any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

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**"Staffing
Information"**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

Call-Off Schedule 2 (Staff Transfer)

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- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer On Start Date)
- Part D (Pensions)
 - Annex D1 (CSPS)
 - Annex D2 (NHSPS)
 - Annex D3 (LGPS)
 - Annex D4 (Other Schemes)
- Part E (Staff Transfer on Exit)

Call-Off Schedule 2 (Staff Transfer)

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Part A: Staff Transfer at the Start Date

N/A

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Part B: Staff transfer at the Start Date

N/A

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Part C: No Staff Transfer on the Start Date**1. What happens if there is a staff transfer**

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

- (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

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- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

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Part D: Pensions**1. Definitions**

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Employees"	<p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p>

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- (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs **Error! Reference source not found.** of Parts A or B or Paragraph 1.2.4 of Part C;

- (d) where the Former Supplier becomes the Supplier those employees;

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"

means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

"Statutory Schemes"

means the CSPS, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

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- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Buyer:
 - 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by

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any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
- 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

- 4.3.1 shall survive termination of this Contract; and
- 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

- 6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

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7. What happens if there is a breach of this Part D

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
- 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

- 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
- 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

10.1 If either:

- 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, **Error! Reference source not found.** of Annex D2: NHSPS and or **Error! Reference source not found.** of Annex D3: LGPS apply; and/or
- 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

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the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

- 10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
- 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the

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Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

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Annex D1:**Civil Service Pensions Schemes (CSPS)****1. Definitions**

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

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Annex D2: NHS Pension Schemes

Not Used.

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Call-Off Ref:

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Annex D3:

Local Government Pension Schemes (LGPS)

Not Used.

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Call-Off Ref:

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Annex D4: Other Schemes

Not Used.

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Part E: Staff Transfer on Exit**1. Obligations before a Staff Transfer**

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or

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- Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll

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arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

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2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

- 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
- 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in

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Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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Call-Off Schedule 3 (Continuous Improvement)**1. Buyer's Rights**

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within

Call-Off Schedule 3 (Continuous Improvement)

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ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 5 (Pricing Details)

REDACTED

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

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Call-Off Schedule 6 (ICT Services)

Not Used

Call-Off Schedule 7 (Key Supplier Staff)
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Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

Call-Off Schedule 7 (Key Supplier Staff)

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- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 7 (Key Supplier Staff)
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Annex 1- Key Roles

REDACTED

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

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- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

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- (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

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- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

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- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the

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Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

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Part B: Long Form Security Requirements

1. Definitions

- 1.1 In this Schedule the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"

means the occurrence of:

- a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the security requirements in the Security Policy;

"ISMS"

the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and

"Security Tests"

tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

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- 2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
 - 2.3.1 HMRC/Buyer: In the first instance contact the Operational Contract Manager (who will liaise with HMRC Security)
 - 2.3.2 Supplier Information Security Manager [REDACTED]
- 2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer for the Buyer's Approval, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.3 to 3.5.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The ISMS shall:
 - 3.3.1 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

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- 3.3.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC 27002 in accordance with Paragraph 7;
- 3.3.3 at all times provide a level of security which:
- (a) is in accordance with the Law and this Contract;
 - (b) complies with the Baseline Security Requirements;
 - (c) as a minimum demonstrates Good Industry Practice;
 - (d) complies with the Security Policy and the ICT Policy;
 - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/255910/HMG_Security_Policy_Framework_V11.0.pdf);
 - (f) takes account of guidance issued by the Centre for Protection of National Infrastructure
<https://www.cpni.gov.uk/>
 - (g) complies with HMG Information Assurance Maturity Model and Assurance Framework
(<http://www.cesg.gov.uk/publications/Documents/iamm-assessment-framework.pdf>);
 - (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - (j) complies with ISO/IEC 27001 and ISO/IEC 27002 in accordance with Paragraph 7;
- 3.3.4 document the security incident management processes and incident response plans;
- 3.3.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.3.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the

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Buyer in advance of issue of the relevant Security Management Plan).

- 3.4 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.3 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.5 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.3, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.6 If the ISMS submitted to the Buyer pursuant to Paragraph 3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.3 to 3.5 shall be deemed to be reasonable.
- 3.7 Approval by the Buyer of the ISMS pursuant to Paragraph 3.6 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
 - 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Baseline Security Requirements and Security Policy;
 - 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;

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- 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.3);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC 27001 and ISO/IEC 27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

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- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 5.1.3 any new perceived or changed security threats;
 - 5.1.4 any changes to the Security Policy;
 - 5.1.5 any new perceived or changed security threats; and
 - 5.1.6 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;
 - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried

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out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Baseline Security Requirements) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier

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shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC 27001 and/or the Security Policy.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

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8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Levels, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

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9. Vulnerabilities and fixing them

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2 The severity of threat vulnerabilities for Supplier COTS Software and Third Party COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
 - 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
 - 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
 - 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all Supplier COTS Software and Third Party COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
 - 9.4.1 where upgrading such Supplier COTS Software and Third Party COTS Software reduces the level of mitigations for known threats,

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vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;

9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

9.7 A failure to comply with Paragraph 9.3 shall constitute a Notifiable Default, and the Supplier shall comply with the Rectification Plan Process.

Call-Off Schedule 9 (Security)

Call-Off Ref:

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Part B – Annex 1:**Baseline security requirements****1. Handling Classified information**

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group ("CESG") to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

Call-Off Schedule 9 (Security)

Call-Off Ref:

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3.3 The Supplier shall:

- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network ("PSN") framework (which makes use of Foundation Grade certified products).
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (https://www.ncsc.gov.uk/content/files/protected_files/article_files/Guidance_to_CESG_Cerification_for_Cyber_Security_IA_Professionals_-_issue_2.2_-_Oct_16%20-%20version.pdf) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

Call-Off Schedule 9 (Security)

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- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account logon and logoff events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

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- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

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Part B – Annex 2 - Security Management Plan

REDACTED

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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Call-Off Schedule 10 (Exit Management)**1. Definitions**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and

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	other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

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2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

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- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

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- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

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6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely

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responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

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in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other

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people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 11 (Installation Works)
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Call-Off Schedule 11 (Installation Works)

Not Used.

Call-Off Schedule 12 (Clustering)

Call-Off Ref:

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Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

- 2.1 **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:
 - 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
 - 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
 - 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.

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- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
 - 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
 - 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
 - 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
 - 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
 - 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
 - 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

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Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
Revenue & Customs Digital Technology Services (RCDTS) (a subsidiary of HMRC's Chief Digital & Information Officer Group)	Management of RCDTS Hire Car damage claims	Throughout the duration of the contract	N/A

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
Implementation Period"	has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan within two weeks of the Call-Off Contract Start Date or as agreed between the two parties during the initial implementation meeting.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior

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approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

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- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

- 7.1 The Implementation Period will be a three (3) Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
 - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

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- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

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Annex 1: Implementation Plan

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Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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Call-Off Schedule 14 (Service Levels)**1. Definitions**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Critical Service Level Failure"	means any instance of critical service level failure specified in reference to the relevant document containing the description of the critical service level
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:

Call-Off Schedule 14 (Service Levels)

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- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Call-Off Schedule 14 (Service Levels)

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Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Call-Off Schedule 14 (Service Levels)

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Annex A to Part A: Services Levels and Service Credits Table

Ref	Performance Criteria	SLA/KPI	Measurement Methodology	Service Level Threshold	Service Credit & Rate	Critical Service Level Y/N
1	Accurate & timing billing	98%	Invoices correct and on time each month	70%	0.5% Rate A	Y
2	Help Desk Response	96%	Urgent requests relating to H&S, Welfare or legislation responded to within 1 Working Hour (e.g. breakdown on a motorway or SORN request). All other requests within 2 Working Days.	75%	0.5% Rate B	Y
3	Vehicle orders	100%	MID updated either before delivery or within 1 Working Day after new vehicle is delivered	70%	0.5% Rate D	Y
5	Provision of Helpdesk Availability	100%	Availability of helpdesk 24/7 (365 days)	90%	0.5% Rate B	Y
6	SMR Fleet	95%	1 Working Day average off road time for regular SMR, including purchase of non-stock parts	80%	0.5% Rate A	N
7	Breakdown, Roadside Assistance & Recovery	95%	Assistance / recovery response times: • 70% attendance within one (1) hour • 90% attendance within ninety (90) minutes • 95% attendance within two (2) hours	80%	0.5% Rate C	N
8	Complaint Resolution	95%	Final resolution, including further action etc. is made and agreed within 5 Working Days of the complaint being raised (subject to it being a simple complaint that does not require significant intervention from third parties)	70%	0.5% Rate D	N

Service Credit Rates

Call-Off Schedule 14 (Service Levels)

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The following rates set out which charges are included in the calculation of the applicable Service Credit. Charges not included in these rates shall be excluded from the calculation of the relevant Service Credit.

A – 0.5% of the relevant Account Management; SMR Management Charges for each % under specified SLA measure

B – 0.5% of the relevant Account Management, SMR Management Charges and Roadside Assistance for each % under specified SLA measure

C – 0.5% of the relevant Account Management; SMR Management; Movements; Disposals; Monthly Checks; and Roadside Assistance for each % under specified SLA measure

D – 0.5% of the relevant Account Management Charges for each % under specified SLA measure

E – 0.5% of the relevant Account management; SMR Management; Vehicle Disposals and Vehicle Sourcing for Outright Purchases; Monthly Checks; and Roadside Assistance charges for each % under specified SLA measure

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)	=	x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer at the applicable Rate set out in the Service Level Table
Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	11.5% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer at the applicable Rate set out in the Service Level Table

Call-Off Schedule 14 (Service Levels)

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Service Credit Exclusions

The Supplier shall not be liable for failure to hit the Service Levels above or to provide any Service Credits to the Buyer where the Supplier can reasonably evidence such failure is: (i) caused by a Force Majeure event; or (ii) that results from the act or omissions of the Buyer other than where such act or omission is on the Supplier's instructions or in accordance with the Call Off Contract.

The Service Levels are related to the Services ordered at the Call Off Contract Commencement Date only and should any additional services be taken up the Parties may agree further relevant Service Levels at that time of ordering the additional services.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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Part B: Performance Monitoring**1. Performance Monitoring and Performance Review**

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

Call-Off Schedule 14 (Service Levels)

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- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Ref:

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Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board" the board established in accordance with paragraph 4.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

Call-Off Schedule 15 (Call-Off Contract Management)

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- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Call-Off Schedule 15 (Call-Off Contract Management)

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Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Contract review meetings will be held on a regular basis between the Supplier and the Authority's (and/or Client Organisation's) representatives. It is intended that these meetings will provide both parties with the opportunity to raise issues related to performance, incidents, finance, new legislation, targets, overall volume, continuous improvement initiatives and/or any other aspect of the contract. This will provide a forum for open discussion to ensure continued success of the relationship.

The Supplier and the Authority shall jointly undertake quarterly account reviews and a major account review annually. Reviews shall take place by rotation, at the Authority's premises in Manchester; at a South East location of the Authority's; at the Suppliers main premises and via an online call. The Supplier shall provide review documents to the Authority 5 Working Days in advance. After the review, the Supplier shall provide comprehensive minutes and recorded action points within 5 Working Days. During the initial 6 months of the Contract it is envisaged monthly teleconferences and/or face to face meetings will also be required.

Call-Off Schedule 16 (Benchmarking)

Call-Off Ref:

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Call-Off Schedule 16 (Benchmarking)**1. DEFINITIONS**

- 1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

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2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

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3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to

Call-Off Schedule 16 (Benchmarking)

Call-Off Ref:

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undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract)

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref:

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Call-Off Schedule 17 (MOD Terms)

Not Used.

Call-Off Schedule 18 (Background Checks)

Call-Off Ref:

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Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Call-Off Schedule 18 (Background Checks)

Call-Off Ref:

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Annex 1 – Relevant Convictions

Any convictions will be a cause for concern, however, any convictions relating to theft, fraud and financial transactions would be of particular concern.

Call-Off Schedule 19 (Scottish Law)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 19 (Scottish Law)

Not Used.

Framework Ref: RM6096 Vehicle Lease, Fleet Management and Flexible Rental Solutions

Project Version:

v1.0

Model Version: v1.0

OFFICIAL

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Call-Off Contract

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1. GENERAL PROVISIONS

1.1 Definitions and Interpretation

Definitions	Interpretation
ACS	Assigned Car Scheme with Business miles over 10k
ACS Lite	Assigned Car Scheme with Business miles over 5k
Authority's Key holder	Branch Transport Liaison Officer
BVRLA	British Vehicle Rental & Leasing Association
BWR	Body Work Repair
CAZ	Clean Air Zone
CCG	Customer Compliance Group
CCS	Crown Commercial Service
ECWVTA	European Community Whole Vehicle Type Approval
█	█
ICME	Institute of Chartered Mechanical Engineers
LCCS	Low Carbon Car Scheme
MID	Motor Insurance Database
NEET	Neither in Education nor Education or Training
PDW	Partial Damage Waiver
PLG	Private Light Goods
PWE	Public Warning Equipment
RCDTS	Revenue & Customs Digital Technology Services
RFL	Road Fund Licence
SME	Small Medium Enterprise
SMR	Service Maintenance Repair
TCO	Total Cost of Ownership
VCIS	Vehicle Charging Infrastructure Solutions
VED	Vehicle Excise Duty

2. INTRODUCTION

2.1 Background to the Customer

- 2.1.1 Her Majesty's Revenue and Customs (HMRC) (the "Authority" and the "Buyer") was created following the merger of the Inland Revenue and HM Customs & Excise (HMC&E) in 2005.
- 2.1.2 HMRC is responsible for the administration and collection of over £536 billion of revenue every year as well as the administration and payment of over £40 billion in child benefits and tax credits HMRC is the UK's principle revenue-collecting department. Its purpose is to collect money that pays for the UK's public services and help families and individuals with targeted financial support. The department employs more than 65,000 staff that collaboratively work to deliver their three key objectives.
- Maximise revenues due and bear down on avoidance and evasion
 - Transform tax and payments for our customer
 - Design and deliver a professional, efficient and engaged organisation
- 2.1.3 HMRC's key business areas are:
- Customer Strategy & Tax Design (CS&TD)
 - Chief Finance Officer Group (CFO Group)
 - Chief Digital & Information Officer Group (CDIO)
 - Chief People Officer Group (CPO Group)
 - Customer Compliance (CC)
 - Customer Services (CS)
 - Revenue & Customs Digital Technology Services (RCDS)
- 2.1.4 More information on the Authority is available from the following link:
<https://www.gov.uk/government/collections/organisation>

2.2 Introduction to Requirement

- 2.2.1 HMRC is seeking to establish a Contract for the provision of a full fleet management provision with a single Supplier including Service, Maintenance and Repair (SMR) of all its current and future vehicles as defined under the mandatory and desirable requirements of Lot 1 and further defined within this Specification of Requirements (SoR)
- 2.2.2 The duration of the Contract is 3 years (36 months) + 2 years (24 months) extension.
- 2.2.3 This Call Off Schedule 20 sets out the characteristics of the Goods and Services that the Supplier will be required to make available to the Authority under this Contract.
- 2.2.4 The Supplier must support the Authority to comply with any specific applicable standards set out in this Contract.
- 2.2.5 The Goods and Services and any standards set out in this Call Off Schedule 20 (Specification) may be reasonably refined by the Authority during the life of the Contract to reflect changes to the Authority's Requirements.

3 STRUCTURE

3.1 The structure for this document is as follows:

a. Part A – Specification

General Requirements – Goods and/or Services requirements applicable to this contract

b. Part B - Appendices

Listed below are the Appendices which are included as part of the Specification and are for additional background and information.

- Appendix 1 – Replacement Volumes
- Appendix 2 – Fleet Management System Technical Standards
- Appendix 3 – Security Standards
- Appendix 4 – Risk Management Service Specification & Terms

4. SPECIFICATION

4.1 Background

- 4.1.1 HMRC has a fleet of over 1,514 vehicles, [REDACTED] At the time of providing the ITT, the profile of the vehicles within the fleet was as follows:

Vehicle Type	Quantity
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

- 4.1.2 Of the vehicles listed at 4.1.1, 75% are currently owned and 25% leased. However, it is anticipated that these proportions will change going forwards with fewer pool cars in HMRC's fleet.

- i. A definition of the sizes of some of the vehicle types listed at 4.1.1 has been provided below:

HMRC is unable to provide further details in regards to its fleet within this tender document due to the secure nature of the fleet.

- 4.1.3 The vehicles within HMRC's fleet are spread across different Authority departments. The high-level split of vehicles is detailed in the table below:

Department	Quantity
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

4.2 SCOPE OF THE SERVICES

- 4.2.1 The Authority requires a Supply of leased and purchased passenger and commercial vehicles up to 3.5 tonnes with related management services, as well as a fully inclusive fleet management provision with a single Supplier for its current and future vehicles.
- 4.2.2 The Supplier must provide a comprehensive fleet management service, handling the entire start to finish process of dealing with all Sourcing, SMR, BWR, Motor Insurance Database (MID) and disposal requirements for the entire fleet. This must be done in a secure, efficient and cost-effective way.

4.3 REQUIREMENTS

- 4.3.1 The Service will include but not be limited to the order and supply of vehicles.

FLEET MANAGEMENT

ORDERING PROCESS

4.3.2 Vehicle Sourcing

- 4.3.2.1 The Supplier will act as a Requesting Body on behalf of the Authority to source purchase vehicles from the RM6060 Vehicle Purchase framework or any subsequent commercial arrangement provided by the Crown Commercial Service (CCS).
The Supplier shall source the Authority's vehicle requirements from the frameworks listed at 4.3.2.1 unless better value from alternative sources can be demonstrated.

4.3.3. Vehicle Funding and Payment Profiles

- 4.3.2.2 The Supplier shall provide lease vehicles with or without maintenance as the principal funding mechanism for vehicles.
- 4.3.2.3 The Supplier shall have the ability to provide alternative funding options when requested by the Authority.

4.3.4 Vehicle Quotations

- 4.3.4.1 The Supplier shall provide the Authority with a quotation for each vehicle requested, both leased and purchased, which contains but is not limited to, the following information:
- Quotation reference number;
 - Invoice amount excluding VAT against payment profile;
 - Vehicle make, model and derivative;
 - Vehicle options included;
 - Lease period/Purchase option;
 - Annual and total lease mileage (if applicable);
 - Excess/under mileage rate (if applicable);
 - Annual SMR cost (if included);
 - Vehicle residual value excluding VAT;
 - Finance rate applied;
 - Quotation expiry date.
 - Delivery cost and date
 - Volume Discounts
 - Emissions
- 4.3.4.2 When comparing and presenting quotations the Supplier will consider and utilise a Total Cost of Ownership model (TCO), considering a range of factors to determine the

best value for money approach for HMRC such as residual value, service cost and fuel consumption.

- 4.3.4.3 The Supplier shall ensure that all quotations generated by the Supplier for the Authority remain valid for 30 days.
- 4.3.4.4 The Supplier shall ensure that any manufacturer price decreases during the 30 day quotation period are passed to the Authority.
- 4.3.4.5 The Supplier shall ensure that quotations sent to HMRC can be provided by any electronic method reasonably requested by the Authority. This will be specifically agreed with the winning supplier in due course.
- 4.3.4.6 The Supplier shall provide open book quotations when requested by the Authority.

4.3.5 Vehicle Orders

- 4.3.5.1 The Supplier must send a confirmation of receipt for each Order placed to the Authority by electronic means (or in any other method as agreed by both Parties from time to time) within two (2) Working Days of receipt of the Order. The confirmation will contain, as a minimum, the following details:
 - a description of the vehicle ordered;
 - details of any optional extras ordered and any conversion work to be carried out;
 - the anticipated delivery details; and
 - the name and address of the Supplier.
- 4.3.5.2 For the avoidance of doubt, each vehicle Order placed within the continuation of the ongoing contract survives the expiration or termination of this Call Off Contract.
- 4.3.5.3 The Supplier must advise the Authority on the selection and specification of the Vehicles sourced and, where applicable, any conversion work required to ensure that the vehicle will be suitable and of sufficient quality for the Authority's requirements.
- 4.3.5.4 The Supplier shall ensure that all vehicles they source for HMRC are brand new and unused, other than for delivery mileage, unless otherwise specified by the Authority.
- 4.3.5.5 The Supplier shall provide vehicles of the fuel type specified by the Authority within the order.
- 4.3.5.6 The Supplier acknowledges and agrees that all vehicles supplied pursuant to this Call Off Contract shall be assumed to be right hand drive ("RHD") unless otherwise specified by the Authority.
- 4.3.5.7 The Supplier shall provide weekly updates (or other frequency specified by the Authority) to the Authority on the progress of the Order, which shall include the estimated date of delivery.
- 4.3.5.8 The Supplier will notify the Authority of any changes to the order within 3 Working Days of the changes made.
- 4.3.5.9 The Supplier shall liaise with any legacy fleet supplier where required, in order to coordinate and update vehicle deliveries, collections or any other relevant fleet activity.
- 4.3.5.10 For ACS Vehicles, when requested by the Authority the Supplier shall make available the option for a temporary pre-contract vehicle to be provided pending delivery of their ordered vehicle.
- 4.3.5.11 The Supplier must ensure that upon receiving a vehicle, that vehicle is added to their individual fleet system, the Motor Insurance Database (MID) is updated, and all relevant fleet management fees are adjusted within one Working Day.

4.3.6 Amending or Cancelling an Order

- 4.3.6.1 The Authority can amend, cancel or remove a vehicle from an Order by notifying the Supplier at least 48 hours in advance of the Due Delivery Date.

- 4.3.6.2 For standard specification vehicles, the Authority can cancel any Order or part of any Order at least 48 hours prior to the Due Delivery Date. The Authority will pay the Supplier's reasonable and proven costs already incurred on the cancelled Order so long as the Supplier can demonstrate that it has taken all reasonable steps to minimise these costs, including attempts to redeploy the ordered vehicle to an alternative customer.
- 4.3.6.3 Cancellation terms for converted vehicles or vehicles above 3.5 tonnes shall be agreed by the Authority and Supplier prior to confirmation of each Order.
- 4.3.6.4 Where the amendment or cancellation of an Order is directly or indirectly due to the Supplier's failure to comply with its obligations as set out under the Call-Off Contract, the Authority has no liability to pay for any costs incurred by the Supplier in respect of the Order amendment or cancellation.
- 4.3.6.5 If the Authority wants to keep any vehicle after the expiry of the current Lease Period then the Authority must give the Supplier written notice of its intention one Month prior to the end of the Lease Period. The Supplier must then confirm with the Lease provider their agreement for HMRC's retention of the vehicle
- 4.3.6.6 The Rentals payable in relation to any extensions of a Lease Period are (unless otherwise agreed between the Parties) calculated:
- 4.3.6.6.1 Where the extension is for twenty-eight (28) days or less, proportionately based on the original Rental for the vehicle and the Parties shall agree (such agreement not to be unreasonably withheld or delayed) the revised Agreement Mileage for that vehicle as soon as reasonably practicable;
- 4.3.6.6.2 Where the extension is for more than twenty-eight (28) days, using the same method that was used to calculate the original Rentals.

4.3.7 Delivery of Vehicles

- 4.3.7.1 The Supplier must give the Authority confirmation of the anticipated Due Delivery Date for each vehicle within two (2) Working Days of receipt of the vehicle Order.
- 4.3.7.2 The Supplier shall deliver vehicles to any address within the UK, as specified in the Order and in accordance with the Charges set out in Call Off Schedule 5 (Prices).
- 4.3.7.3 The Supplier shall ensure that all vehicles are supplied and delivered in accordance with the requirements as specified within the Order.
- 4.3.7.4 The Supplier shall only be permitted to deliver the vehicle prior to the Due Delivery Date where the Authority has first provided prior approval for early delivery.
- 4.3.7.5 The Supplier must notify the Authority within one working day of it becoming aware that a vehicle cannot be delivered by the agreed Due Delivery Date, or if a vehicle is not actually delivered by its Due Delivery Date, to suggest a revised Due Delivery Date to be agreed with the Authority. Where the Authority has indicated that the timing of delivery is critical, the Supplier must provide an alternative vehicle of the same or equivalent specification contained within the Order by the initial Due Delivery Date until the time comes that the Supplier's vehicle has been delivered. If the Supplier cannot supply an alternative vehicle by the Due Delivery Date, the Supplier must promptly refund to the Authority all any costs paid by the Authority for that vehicle and also pay to HMRC any additional costs incurred by the Authority for provision of a replacement vehicle of the same or equivalent specification.
- 4.3.7.6 The Supplier will deliver the vehicle to the Delivery Place as stated within the Order or as otherwise reasonably directed by the Authority.
- 4.3.7.7 The Supplier shall ensure the safe and secure delivery of all vehicles to the Authority.

- 4.3.7.8 The Supplier shall provide a list of all Supplier personnel requiring admission to Authority premises, in advance of the delivery date when requested by the Authority, including any additional information that the Authority may reasonably require.
- 4.3.7.9 The Supplier shall ensure that pre-delivery inspections, including the supply and fitting of number plates, are satisfactorily carried out in full on all vehicles supplied pursuant to this Contract.
- 4.3.7.10 The Supplier shall ensure that the following are provided to the Authority for each vehicle at the point of delivery:
- vehicle handbook or equivalent;
 - service log book or access to an equivalent electronic mechanism;
 - driver information pack including, but not limited to, the driver Support Services contact number as outlined in 3.2.1.26; and
 - safety pack including, but not limited to, a warning triangle and high visibility jacket.
- 4.3.7.11 The Supplier will deliver the vehicle to the Authority in a roadworthy, good working and clean condition on the Due Delivery Date.
- 4.3.7.12 The Supplier shall ensure that all vehicles provided to the Authority meet showroom standards of cleanliness and are delivered to the Authority at the point of delivery (unless otherwise specified or agreed with the Authority) with:
- no more than 100 miles on the odometer;
 - not less than a quarter of a tank of fuel (battery charge for electric and other vehicles to be agreed with the Authority at Call-Off);
 - two sets of keys;
 - the appropriate vehicle excise duty (VED) valid for 12 months, unless otherwise specified by the Authority; and
 - without defects.
- 4.3.7.13 The Supplier shall ensure that a handover is provided for all vehicles, which shall include:
- providing a full explanation of the controls and features of the vehicles;
 - completing and signing a delivery sheet or electronic equivalent which provides confirmation that appropriate checks have been undertaken and confirmation that operating instructions have been given; and
 - providing a hard or electronic copy of the delivery sheet to the Authority.
- 4.3.7.14 A vehicle shall only be considered to have been delivered once a duly authorised representative of the Authority signs a delivery note (which quotes the Supplier's order number and full details of the vehicle) to confirm delivery of the vehicle. To be clear, signature of the delivery note is not confirmation that the vehicle complies with the requirements of the Order.
- 4.3.7.15 Where a vehicle is delivered that is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Order, the Authority will notify the Supplier by telephone and confirm in writing within seventy-two (72) hours of delivery. Once the Authority notifies the Supplier of non-acceptance, the Parties will agree a course of action to take.
- 4.3.7.16 Except where non-acceptance of a delivered vehicle is due to default of the Authority, in the event of non-acceptance the Supplier will, at its own expense make an equivalent alternative vehicle available for use by the Authority until the time that the Supplier actually delivers an acceptable vehicle to the Authority. If non-acceptance

is due to the default of the Authority, the Authority can cancel the part of the Order relating to that vehicle but must pay reasonable cancellation charges to the Supplier.

- 4.3.7.17 If, for any reason, the Authority is unable to take delivery of a piece of Equipment on or after the Due Delivery Date the Supplier must arrange for the safe storage of the Equipment until the revised Due Delivery Date.
- 4.3.7.18 If the Supplier does not deliver the vehicle by the agreed time or specified date then the Authority can withhold payment of the Lease Payments for that vehicle until the time when the Supplier actually delivers it.
- 4.3.7.19 Any defects to a vehicle which are notified to the Supplier by the Authority must be rectified within fourteen (14) days at no cost to the Authority.
- 4.3.7.20 The Authority can at its sole discretion reject a vehicle which is not in the condition requested in the Order and/or in respect of which the delivery note does not include the required information.

4.3.8 Converted or Modified Vehicles

- 4.3.8.1 The Authority may require the Supplier to supply standard production vehicles which require conversion of some elements to meet the specific requirements of the Authority. This will include, but is not limited to, conversions to meet personnel disability/mobility needs as a minimum.
- 4.3.8.2 Where the Authority requires such conversions, the Supplier shall procure the required conversion works from the vehicle manufacturer or a Subcontractor. The Supplier will be required to demonstrate to the Authority that it has procured the best value for money solution on behalf of HMRC in regard to third party conversion works.
- 4.3.8.3 The Supplier shall ensure that any converted or modified vehicle meets all legislative requirements prior to delivery to the Authority, including but not limited to, Type Approval and Certificate of Initial Fitness (COIF) as applicable.
- 4.3.8.4 The Supplier acknowledges and agrees that repairs or replacements to converted or modified elements of a vehicle will be at the Supplier's expense. Where a bidder believes that any exclusions apply to this requirement, they should identify these exclusions as part of the clarification period.

SERVICE DELIVERY

4.3.9 HOURS OF OPERATION

- 4.3.9.1 For the purposes of this Call-Off Contract normal hours of business shall be 08:00 hrs to 18:00hrs (Monday to Friday excluding Bank Holidays recognised in England and Wales). The Supplier will also be required to provide an Out of Hours service for emergency requirements 24/7 365 days per year.
- 4.3.9.2 Out of hours service will cover, but will not be limited to, breakdown and roadside assistance.

For the purposes of this Call-Off Contract 'emergency' is defined as:
A serious, unexpected, and often dangerous situation requiring immediate action.

The Supplier will be required to respond to any situation to safeguard the health, safety, security and welfare of both the Authority's employees and their assets.

The 'Out of Hours' helpdesk will cover the times (as outlined below) that are not covered by the 'normal' contracted hours of business, as defined in 4.3.9.1:

- From 18:01hrs to 07:59hrs Monday to Friday, 52 weeks of the year;
- Weekends from 18:01hrs Friday to 07:59hrs Monday; and
- All Bank Holidays recognised in England and Wales.

4.3.9.3 The Supplier shall provide a nominated contact point, available at all times during the hours of operation.

4.3.9.4 The Suppliers shall, when requested by the Authority provide the Services on a Saturday and/or Sunday.

4.3.10 Title, Possession and Risk

4.3.10.1 The Authority acknowledges that a Leased vehicle is the property of the Supplier at all times and the Authority will not have any right, title or interest in or to the vehicle apart from the right to possess and use the vehicle in accordance with this Agreement.

4.3.10.2 The Supplier will be required to register each vehicle under [REDACTED] under the care of the Supplier.

4.3.10.3 The Supplier acknowledges that the Purchased vehicle is the property of the Authority at all times and the Supplier will not have any right, title or interest in or to the vehicle.

4.3.10.4 The Supplier acknowledges that the Authority accepts a vehicle by signing a delivery form, only where the Authority does not then notify the Supplier of non-acceptance within seventy-two (72) hours of delivery.

4.3.10.5 From the point of which a vehicle is delivered to HMRC, the Authority bears the risk of loss or damage to the vehicle however caused and whether insured or not, provided that the Authority does not bear the risk of loss or damage:

- caused by the negligence of the Supplier, its Subcontractors or its agents; or
- while the Supplier has possession of the vehicle, including for any maintenance

4.3.10.6 The Supplier must give the Authority quiet possession of the vehicle and the Supplier warrants that the Authority can peaceably hold the vehicle throughout the Lease Period free of any interference from the Supplier or any person acting through the Supplier, with the exception of from fines from other lease companies.

4.3.10.7 [REDACTED]
[REDACTED]

4.3.11 Service, Maintenance and Repair (SMR) of the Fleet

4.3.11.1 The Supplier must provide a comprehensive fleet management service, handling the entire start to finish process of dealing with all SMR requirements for the entire fleet. This must be done in a secure, efficient and cost-effective way.

4.3.11.2 The Supplier will ensure that the Customer's fleet of vehicles are serviced to the standard, and at the intervals legally required and specified, in the manufacturer's handbook.

4.3.11.3 Unless otherwise dictated, the Supplier shall ensure all bookings for service, maintenance and repairs are made with service suppliers applicable to the Authority's scheme, or within the Supplier's network of approved suppliers.

- 4.3.11.4 The Authority reserves the right to direct the supplier to use additional garages outside the remit of any agreed network of approved garages to ensure security and anonymity of a vehicle.
- 4.3.11.5 [REDACTED]
[REDACTED]
- 4.3.11.6 The Supplier must transfer to the Authority, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the vehicle.
- 4.3.11.7 The drivers will take the vehicles to the garage and the Supplier will not be expected to collect or deliver these vehicles, unless the vehicle is a non-runner (defined as does not start or not being road legal).
- 4.3.11.8 The Supplier will arrange and make payment for any vehicle repair work carried out in Eire and Europe (for context for the purposes of the tender, there have been nil requirements for this over the latest 12-month period).
- 4.3.11.9 The Supplier shall provide SMR, for all vehicles within the Authority's Fleet, encompassing routine servicing, maintenance and mechanical repairs, and the replacement of consumable parts such as tyres, exhausts and brakes, to ensure conformance to safety and legal requirements.
- 4.3.11.10 If the Supplier replaces any tyre, battery or exhaust during vehicle Specific Maintenance, the replacement tyre, battery or exhaust must be new and of the same or equivalent specification.
- 4.3.11.11 The Supplier shall pursue all warranty and post warranty claims relating to the vehicles on behalf of the Authority.
- 4.3.11.12 The Supplier shall provide SMR coverage at the most appropriate and cost-effective locations in relation to the Authority's requirements to ensure that the vehicles can be maintained, serviced and repaired as efficiently and effectively as possible. The Supplier will demonstrate controls that ensure all SMR is based on industry standards and time frame.
- 4.3.11.13 The Supplier shall use a network of repairing agents who shall ensure that all repairs are in accordance with recognised industry standards.
- 4.3.11.14 The Supplier must ensure that approved parts (or equivalent standard) are fitted to the Authority's vehicles in accordance with the Institute of Chartered Mechanical Engineers (ICME) or equivalent professional standard. The Supplier will ensure:
- That all service and repair work is of the quality specified by the ICME or equivalent;
 - That the times taken to repair or service a vehicle are in accordance or better with those stated in the ICME manual or equivalent.
- 4.3.11.15 The Supplier shall undertake effective maintenance cost control and ensure that the appropriate processes and controls are in place to certify that the SMR costs and SMR related costs represent best value for money for the Authority.
- 4.3.11.16 The Supplier shall undertake effective cost control and ensure that end of contract damage costs are validated in line with the British Vehicle Rental and Leasing Association (BVRLA) guidelines in order to represent best value for money for the Authority. The BVRLA guidelines can be accessed via the following link: <http://www.bvrla.co.uk/>.
- 4.3.11.17 The Supplier shall investigate any maintenance, repair or invoice that is not to the Authority's satisfaction and shall arrange for any necessary remedial work to be carried out at no additional cost to the Authority.

- 4.3.11.18 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Authority and/or the driver of the vehicle.
- 4.3.11.19 The Supplier shall ensure that the average off road time for regular servicing, maintenance and repairs, including the purchase of non-stock parts, is 1 working day.
- 4.3.11.20 The Supplier shall provide specialist maintenance services such as overnight availability, where required by the Authority.
- 4.3.11.21 The Supplier shall ensure that all vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Authority and/or the driver of the vehicle.
- 4.3.11.22 The Supplier shall ensure that any requests for authorisation by Service Suppliers will be handled within an average time of 20 minutes of notification (the average being calculated over a monthly period).
- 4.3.11.23 The Supplier shall notify the Authority in the event where driver error, misuse, or other behaviour has resulted in repairs being required to be made to a vehicle.
- 4.3.11.24 If the Parties agree that the Authority will pay any additional maintenance or repair costs, the Supplier must advise the Authority of the costs as soon as practicable which must then be subject to approval in writing by the Authority and the Supplier must submit an invoice to the Authority within twenty-one (21) days of the cost being incurred, unless otherwise agreed with the Authority.
- 4.3.11.25 The Supplier shall replace tyres once the tread has reached a minimum of 3mm.
- 4.3.11.26 The Supplier shall ensure that full operating service history logs for all vehicles are maintained and copies provided to the Authority upon request.
- 4.3.11.27 The Supplier shall contact the Authority to advise them of all relevant Manufacturer's Recalls within one Working Day 24 of notification from the Manufacturer.
- 4.3.11.28 The Supplier shall send a chaser notification to the Authority at two Working Days of the original notification and a weekly chaser thereafter, if no acknowledgement is received.
- 4.3.11.29 The Supplier shall provide a variety of processes to book and schedule vehicle maintenance and services such as MOTs, including, but not limited to:
- Direct with a dealer;
 - Direct through a dedicated service helpline;
 - Direct through online system.
- 4.3.11.30 The Supplier shall ensure that it is able to provide a courtesy vehicle, for the ACS fleet, in the event of pre-arranged routine service, maintenance and repair where the Authority has provided 14 calendar days' notice of the requirement.
- 4.3.11.31 When the Authority has included the requirement for a relief vehicle as part of their Call-Off Contract, the Supplier shall ensure that a replacement vehicle is made available to the Authority in the event of unplanned maintenance or repair.
- 4.3.11.32 Where the Authority has not included a relief vehicle, as part of the ACS Fleet lease, the Supplier shall ensure that they are able to provide a daily rental vehicle.
- 4.3.11.33 When requested by the Authority, the Supplier shall provide a delivery and collection service for ACS and LCCS vehicles, when requested by the Authority.
- 4.3.11.34 Where applicable, the Supplier will provide the courtesy as long as given 14 days notice or a hire vehicle within 2 working hours of request

4.3.11.35 Where the vehicle is being maintained and/or repaired the Supplier shall notify the Authority of the expected downtime of the vehicle and where a vehicle is to be retained beyond its allotted downtime, the Supplier shall ensure that the delays are:.

- communicated to the Authority, and;
- minimised and acted upon to reduce the impact to the Authority and/or the driver of the vehicle.

4.3.11.36 The Supplier shall undertake robust supply chain management throughout the duration of the Contract to ensure that the Authority receives continuity of supply to the quality standards required. Suppliers should also refer to Joint Schedule 6 - Key Subcontractors.

4.3.11.37

4.3.11.38 SMR Cost management

4.3.11.38.1 The Supplier will ensure that any warranties are fully understood and taken advantage of to limit additional expenditure.

4.3.11.38.2 The Authority has an expenditure limit per vehicle for service, maintenance and repair above which the Supplier must contact the relevant Authority's Budget Holder for authorisation. At the commencement date of the Contract, this limit is set at £1000 however the Authority may vary the limit during the course of the contract by providing written notification to the Supplier.

4.3.11.38.3 When seeking authorisation, the Supplier will provide the Authority's budget holder with a report containing with following information;

- Vehicle details (vehicle registration, type of repair, vehicle mileage etc.)
- Report of incident/requirement
- Engineers report detailing vehicle damage with visuals, repair costs, value of vehicle and lease schedule for vehicle (if appropriate)
- Supplier's viability recommendation taking into account vehicle age, condition, value, mileage, 3rd party damage, lease schedule.

4.3.11.38.4 Additionally, the Authority will provide to the Supplier a "replacement" indicative list roughly annually for outright purchase vehicles that are planned to be replaced. Any repair costs, regardless of value, for vehicles on this list will always need to be authorised by the Authority's budget holder.

4.3.11.38.5 The Supplier must also seek authority from the Authority for any expenditure on an outright purchased vehicle within 10,000 miles of the determined mileage for disposal. The determined mileage will be agreed at contract award. In seeking authorisation, the Supplier will supply the vehicle mileage and the cost of repairs during the previous 12 months. The final decision on whether to incur the expense will rest with the Authority.

4.3.11.38.6 As vehicles approach the expiry of their lease the Authority wants to ensure that the vehicle is in a condition consistent with its age and mileage, making due allowance for fair wear and tear. If a lease vehicle's repair costs are less than £400 and the lease is within 6 months of the expiry date, authorisation must be obtained from the Authority's budget holder.

4.3.11.38.7 The Supplier is responsible for investigating any maintenance, repair or invoice that is not to the Authority's satisfaction. Therefore, the Supplier will:

- Resolve any disputes with the garage concerned;

- Arrange for resultant remedial work to be carried out at no extra charge to the Authority;
- Ensure the work is carried out to the proper industry standards;
- Notify the Authority of the outcome of any dispute within 10 days of the matter being referred by the Authority and provide further up-dates as required by the Authority.

4.3.11.38.8 The Supplier is responsible for, and must be proactive in their approach to, ensuring that all vehicles are repaired expeditiously and that no unnecessary storage charges are incurred due to unwarranted delay.

4.3.11.38.9 The Supplier will vigorously and proactively pursue all warranty and post warranty claims on behalf of the Authority.

4.3.11.38.10 The Supplier will record and monitor all vehicle histories and notify to the Authority:

- Those vehicles that should be switched from a task involving low mileage to one where a higher mileage is involved and vice versa;
- Those vehicles with exceptionally high running costs; the annual vehicle maintenance costs for each vehicle and provide the Authority with analytical reports as required.

4.3.11.38.11 The Supplier is required to provide national coverage, including Northern Ireland (NI), to ensure that the Authority's vehicles can be maintained, serviced and repaired as efficiently and effectively as possible.

4.3.11.38.12 The Supplier will ensure that:

- Vehicles are maintained in accordance with the manufacturer's recommendations.
- All maintenance work, including the replacement of tyres, batteries, exhausts etc., is carried out in accordance with the Supplier's reasonable procedures for maintenance and at premises previously approved by the Authority.

4.3.11.38.13 The Supplier is responsible for the supply of tyres, tyre repairs, tracking, valves and any other tyre related supply, to the Authority, on a national basis. The Supplier will be required to adopt and demonstrate a proactive approach in order that these items are supplied on the most advantageous terms available and the Authority's costs reduced to a minimum.

4.3.11.38.14 The Supplier must be able to provide a mobile service for conducting tyre checks and replacements on site

4.3.12 Management of Existing Owned and Lease Vehicles

4.3.12.1 HMRC requires the Supplier to manage all of HMRC's existing fleet vehicles, providing a seamless one-stop-shop arrangement for HMRC users regardless of the registered owner or leasing provider.

4.3.12.2 This includes all service provisions, MOTs, reporting and invoicing. It is not expected that HMRC vehicle users will have direct contact with other companies to arrange maintenance, repairs or to access other services in respect of the management of their vehicle as these activities should be provided by the Supplier.

4.3.13 Breakdown, Roadside Assistance and Recovery Services

4.3.13.1 The Authority's requirements for recovery and repair services fall into three categories:

- UK roadside assistance and/or recovery and/or repair;
- European roadside assistance and/or recovery and/or repair (including repatriation);
- Office/Home assistance and/or recovery and/or repair.

4.3.13.2 To provide further context for the purposes of this tender, the number of UK breakdowns the Authority experienced in the UK was 380, with nil across Europe, during 2019/20

4.3.13.3 The Authority requires the Supplier to adopt a no refusal policy to all staff callouts.

4.3.13.4 The Supplier is to operate and provide assistance and/or recovery 24 hours a day, 7 days a week, 365 days a year, keeping a robust audit trail of all calls and action taken.

4.3.13.5 The Supplier will provide assistance or recovery to the Authority's vehicle at any official premises or authorised users home, and is required to ensure and demonstrate that assistance is given within the agreed response time, which will be as follows:

- 70% attendance within one (1) hour
- 90% attendance within ninety (90) minutes
- 95% attendance within two (2) hours

4.3.13.6 In respect of UK roadside assistance and/or recovery, the Supplier must ensure that (and be able to demonstrate with a robust audit trail the record of calls and action taken):

- the roadside assistance, including recovery and onwards travel, is given within the agreed response time;
- if the Authority's user is a lone or otherwise vulnerable traveller, particularly female, the call is given priority and that assistance is provided as soon as possible and no later than the time scales specified above;
- if it is not possible to repair the vehicle at the roadside or at the nearest garage bodywork repair shops within a convenient time-scale, as determined by the Authority's user, the vehicle is to be recovered back to a garage in the vicinity of its base location or the Authority's premises, unless to ensure security of equipment in the vehicle, the Authority's user stipulates otherwise;
- If the vehicle is transported back to a garage, then the user will be provided the option by the Supplier of onward travel by Hire Car, Taxi or Train.
- any warranty or Lease contract cover in regard to Breakdown assistance is fully understood and taken advantage of to limit additional costs to the Customer

4.3.13.7 If, whilst in the United Kingdom, a vehicle becomes not fit for any of the purposes for which a vehicle of its type is commonly used and the Order states that the Authority requires relief vehicles, the Supplier must make relief vehicles available for the Authority's use within the conditions specified in this Call-Off Contract for a period up to twenty-eight (28) days for any one event.

- 4.3.13.8 The Supplier must provide a relief vehicle that is, where reasonably possible, a comparable model to the vehicle which has become unfit for purpose.
- 4.3.13.9 The Authority must return the relief vehicle as directed by the Supplier within two (2) Working Days of being informed that the original vehicle is fit for all of the purposes for which a vehicle of its type is commonly used.
- 4.3.13.10 The Authority must use and insure the relief vehicle on the terms specified within this Call-Off Contract. Relief vehicle mileage will not be added on to the Agreement Mileage.
- 4.3.13.11 Where a vehicle is withdrawn from service, if the Supplier does not provide a relief vehicle to the Authority within five (5) Working Days of withdrawal, the Rentals in respect of that vehicle are suspended and do not resume until a relief vehicle has been provided or the vehicle has been returned to the Authority. The suspension of Rentals is calculated on a daily basis.

4.3.14 Vehicle Downtime

- 4.3.14.1 The Supplier shall notify the Authority of any expected downtime of a vehicle.
- 4.3.14.2 The Supplier shall ensure that vehicle downtime is minimised and acted upon to ensure that vehicle availability is optimised in order to reduce the impact to the Authority and/or the driver of the vehicle.
- 4.3.14.3 If it is deemed necessary to retain the vehicle beyond the forecasted downtime period, the Supplier shall ensure that the delay is communicated to the Authority and/or driver of the vehicle within agreed timescales determined by the Authority; and minimised as far as reasonably possible.

4.3.15 MOT Management

- 4.3.15.1 The Supplier shall provide the Authority with an effective and efficient process for the management of the renewal of MOT's for purchased, lease and legacy vehicles in order to minimise vehicle downtime.
- 4.3.15.2 The Supplier shall provide sufficient notification and reminders to the Key Holders before the MOT due date (at least 4 weeks prior to the renewal date) to enable arrangements for vehicle testing to be made prior to the MOT expiry.
- 4.3.15.3 The Supplier will pre-book and arrange the collection and delivery of the vehicle for the MOT test and retain the certificates on behalf of the Authority.
- 4.3.15.4 The Supplier shall provide immediate notification to the Authority of any vehicles without a valid MOT in place.
- 4.3.15.5 The Supplier shall provide a reminder to the Budget Holder 10 working days prior to the vehicle's MOT scheduled due date, if the vehicle does not have a MOT booked.
- 4.3.15.6 The Supplier shall provide immediate notification to the Authority's Key Holder of any vehicles which have failed an MOT test and the required remedial and retest requirements.
- 4.3.15.7 The Supplier is required to maintain a record of the plating and MOT due for all vehicles where applicable to ensure all vehicles comply with the Law.
- 4.3.15.8 The Supplier will ensure that the copies of the plating and MOT certificates are sent to the Authority's relevant nominated vehicle contact, on the day of receipt from the garage or testing station. In certain circumstances, due to legal requirements, the Supplier may be required to provide the Authority with the original plating and MOT certificates;

4.3.16 Indemnity

- 4.3.16.1 The Supplier indemnifies the Authority against all reasonable Losses incurred whilst the Vehicle is unavailable for use by the Authority due a Default or due to the negligence of the Supplier, its servants or agents.

4.3.17 Fleet Optimisation

- 4.3.17.1 The Supplier shall implement a process to optimise fleet utilisation when requested by the Authority. The Supplier acknowledges and agrees that the full scope of the Authority's fleet may include, but is not limited to, leased, owned, daily rental, car club and grey fleet.
- 4.3.17.2 The Supplier shall monitor the mileage of the Authority's vehicles and make recommendations which may include, but are not limited to, re-utilisation of the Authority's vehicles, contract term variation and/or contract mileage variation.
- 4.3.17.3 The Supplier shall also ensure that they continue to meet the evolving needs of the Authority throughout the duration of the contract to ensure that technologies are explored and utilised for value-adds where ever possible. The Supplier will be flexible, willing and able to adapt its systems and procedures in the provision of the Services to the Authority to incorporate innovations of value-adds throughout the lifetime of the contract.
- 4.3.17.4 The Authority may wish to take advantage of technological / environmental advancements to explore whether the Supplier would be willing to accept vehicles back, at no cost to the Authority, from the fleet if the Authority leases another vehicle in its place.
- 4.3.17.5 The Authority will be able to return 3 vehicles of the fleet back to Supplier, at no cost to the Authority, if they are deemed by the Authority to be surplus to requirements, subject to the following conditions:
- 4.3.17.5.1 Each vehicle proposed for early termination must be at least twelve (12) months into its lease period;
- 4.3.17.5.2 The early termination value must be no more than £3000 (any sums in excess of that must be paid by the Authority);
- 4.3.17.5.3 The vehicles terminated at no cost must be the first ones required to be terminated chronologically rather than being vehicles specifically selected for early termination.

4.3.18 Accident and Claims Management for the Authority's Fleet Vehicles

- 4.3.18.1 The Authority requires the Supplier to provide a dedicated accident and claims management service for all its vehicles under this contract.
- 4.3.18.2 For the majority of cases, except for ACS vehicles which are covered for Social Domestic and Pleasure, there will be no Authority insurers to liaise with and the Supplier will be required to deal with the relevant budget holder.
- 4.3.18.3 The Supplier will provide a comprehensive process to effectively manage, on behalf of the Authority, uninsured loss recovery and third-party claims handling, including personal injury claims of third parties.
- 4.3.18.4 The Supplier will not share data with other companies, including within its own group, unless it is with the purpose of progressing the claim. There will be no cross selling of data.

- 4.3.18.5 The solution provided by the Supplier must mitigate any risks of compromising the Authority's identity.
- 4.3.18.6 The Supplier will recommend and instruct accident investigators with the Authority's agreement.
- 4.3.18.7 The Supplier will deal directly with the third party and/or their insurers to progress claims through to settlement, on behalf of the Authority. The Supplier will provide monthly updates of ongoing claims processes to the Authority, by the 10th working day of the month. This is to include the estimated cost liability expected to be levied on, or received by, the Authority and payable to, or by, the Third Party Insurers.
- 4.3.18.8 The Authority will require the Supplier to follow different accident management processes dependent on the vehicle and its operation. The Authority will provide the details of the relevant processes during the implementation plan.
- 4.3.18.9 The Supplier shall provide the Authority with a full claims summary, to include incident costs and recoverables, on a quarterly basis.

4.3.19 Accidents / Incidents

- 4.3.19.1 The Supplier is to provide a process to capture all relevant details of each accident/incident involving official vehicles via the Supplier's helpdesk facility from the Authority's drivers. For the sole purpose of providing indicative volumes, HMRC made 2,465 calls to the helpdesk over the previous 12 month period prior to the tender. HMRC does not commit to meet or be limited to this number of calls during the contract.
- 4.3.19.2 The Supplier will provide the details of the accident/incident, involving any of the Authority's vehicles, or drivers, to the relevant budget holder within 1 working day of any accident / incident reported to the Supplier.
- 4.3.19.3 In the event of recovery after an accident, the Supplier will:
- recover vehicles to the nearest approved garage unless, to ensure security of equipment in the vehicle, the Authority's user stipulates otherwise;
 - obtain estimates in order to ensure and demonstrate that all repair costs are necessary and reasonable, and contact the Authority where applicable;
 - employ vehicle engineers to assess and evaluate the costs of repairs where necessary;
 - repair vehicles within the agreed evaluation; and
 - if required deliver it back to the base location after repair.
- 4.3.19.4 The Supplier will be the first point of contact for the user during accidents / incidents. The Authority requires the Supplier to provide a full accident management service from within their own supply chain and ensure that all accidents and incidents are dealt with expeditiously to recover the vehicle and assist the Authority's staff at the scene.
- 4.3.19.5 The Supplier will provide the same cover in Europe and Eire, including repatriation of the vehicle and/or person, to the UK home base if the vehicle is not repairable or able to be repaired within a timescale convenient to the Authority's user.
- 4.3.19.6 In the event of a vehicle being uneconomical to repair and repatriation is deemed to be non-beneficial, unless to ensure security of equipment in the vehicle as stipulated by the Authority's user, the Supplier must be able to dispose of the vehicle abroad and account for any import duties in the appropriate country on behalf of, and

at the Authority's expense. Incidents falling within this category are to be agreed with the Authority's responsible Budget Holder.

4.3.19.7 Where the Supplier is of the belief that damage on a vehicle would have likely been caused by an accident / incident, but there is no corresponding accident / incident report, the Supplier should notify the relevant Budget Holder, providing all relevant details and justifications why they believe the damage has been caused in that manner.

4.3.19.8 The Supplier will provide all other required services to ensure the repair or, if deemed a write off, disposal of a vehicle.

4.3.20 Damage Claims Management for the Authority's Use of its Own Vehicles Hire and Car Share Vehicles Contract

4.3.20.1 The Supplier shall provide an accident and claims management service to deal with the damages and claims process relating to the Authority's use of its own Vehicle Hire and Car Share contract. The process may vary between Vehicle Hire, Car Share and RCDTS use of hire car vehicles.

4.3.20.2 Full details of the Vehicle Hire and Car Share Contract and the relevant agreed periods of responsibility and types of damage costs recovered will be provided to the Supplier during the implementation period, but a high-level overview of the current arrangement is that;

- If any damage was not already reported to the Vehicle Hire Supplier by the driver, the Spot Hire Supplier must notify the driver within 4 Working Hours of the termination of the hire.
- A full report of the damage with evidence of the Authority's liability shall be provided to the Supplier.
- Where applicable, the Vehicle Hire Supplier shall supply a copy of any repair invoice, together with any engineer's report to the Supplier to substantiate a claim for reimbursement.

4.3.20.3 The Supplier shall contact the driver and liaise with them regarding the circumstances of the incident and represent their views during any subsequent disputes, within 1 Working Day of the notification of damage.

4.3.20.4 The Supplier shall respond back to the Authority's Hire Car and Car Share providers with any rejected claims within 1 Working Day

4.3.20.5 Where the Authority's driver confirms liability and the Supplier deems the proposed costs to rectify the damage are reasonable, the Supplier will pay the Vehicle Hire Supplier the cost of rectification on behalf of the Authority. This payment process may be subject to change during the life of this Contract.

4.3.20.6 In the event of any dispute regarding the condition of the vehicle, an independent assessment will be appointed by the Vehicle Hire Supplier and the Authority. The Authority will be informed of any disputed claims.

4.3.20.7 The Supplier has the right to inspect the damage, providing 24 hours prior notice, before the Vehicle Hire Supplier has the vehicle repaired.

4.3.20.8 Where a claim arises from a third party after the termination of any hire, the Vehicle Hire supplier shall notify the Supplier within 24 hours of the claim being received by the Spot Hire Supplier. Full details of the claim with evidence of the Authority's liability shall be provided.

- 4.3.20.9 Where a Vehicle Hire vehicle is damaged beyond economic repair, the Authority shall only be liable for the residual book value. With the Hire car supplier liable for the remaining costs in line with procedures.
- 4.3.20.10 The Supplier will be expected to provide innovative solutions to better manage this area of spend for the Authority.
- 4.3.20.11 The Supplier will protect the Authority from unrealistic costs and repairs by challenging proposed claims and costs and rejecting those outside of the agreed time limits and pursuing a response from the Authority's driver within agreed timeframes.
- 4.3.20.12 The Authority expects all costs and repairs to be evidenced by the Supplier on a claim by claim basis.
- 4.3.20.13 Management Information reports should be made available on regular, specified dates, and the content should be comprehensive, meaningful and accurate enough, to enable the Authority to carry out contract management/assurance checks, as required.
- 4.3.20.14 The Supplier must provide a nominated contact point(s) who would be able to answer any queries/provide any required documentation, to assist in the contract management/assurance process.
- 4.3.20.15 RCDTS staff hire vehicles with insurance and partial damage waiver (PDW) included.

4.3.21 Private User Scheme / Assigned Car Scheme (P46(CAR)/P11D)

- 4.3.21.1 The Authority requires the Supplier to manage the Private User Scheme / Assigned Car Scheme (ACS), inclusion of but not limited to, providing the following services:
- Issuing a rate book (the Authority will advise on the restrictions applied to vehicles available);
 - Calculating the private contribution;
 - Handling the purchasing and delivery of the vehicle once it is selected;
 - Dealing with quarterly mileage capturing, chasing late returns and monitoring scheme compliance, and;
 - Managing all information relating to the submission of P46 (Car) and P11D forms to inform HM Revenue and Customs of a car provided to an employee for private use.
- 4.3.21.2 The Supplier shall notify the Budget Holders of lease vehicles within 90 days of the contract expiry date, so the Authority may ascertain whether the vehicle is to be replaced, or not.
- 4.3.21.3 Were required, the Supplier shall offer any assistance to the Authority's Assigned Car Scheme users to enable them to make an informed choice on the replacement vehicle.
- 4.3.21.4 Under the ACS the user is entitled to and may require the Supplier to provide a hire car at the expense of the Authority whilst the ACS vehicle is undergoing SMR. In these instances, the specification of the hire vehicle must be the same or equivalent to that of the ACS vehicle driven.
- 4.3.21.5 The Supplier shall handle all rental complaints (where relevant) within 5 Working Days.

- 4.3.21.6 The Supplier is required to administer a Driving Licence Verification service for non-HMRC appointed drivers. Official drivers under the Assigned Car Scheme (ACS) can nominate up to 3 non-HMRC appointed drivers who hold a full driving licence and may use the vehicle for private use. At the commencement of the Contract, there are 166 ACS vehicles. See Appendix 4 for further information and terms regarding the Driving Licence Verification service.
- 4.3.21.7 The Authority has insurance cover for the vehicles and the Supplier will liaise with the Insurance Provider for any incidents / accidents.
- 4.3.21.8 The Supplier shall provide a lease vehicle salary sacrifice scheme if requested by the Authority.

4.3.22 Write Off Vehicles

- 4.3.22.1 In the event that a vehicle owned by the Authority is to be written off and the Authority authorises it to be sold, the Supplier will obtain a minimum of three competitive quotes for the scrap and sell to the highest bidder. Reimbursed monies will be returned to HMRC. Records of the quotes must be kept for audit purposes and be submitted to the Authority on request.
- 4.3.22.2 The Supplier will be responsible for disposing of written off and scrapped outright purchased vehicles. The Supplier will ensure that the Authority has been advised and had the opportunity to remove any equipment before disposal.
- 4.3.22.3 The Supplier is to ensure that the Authority receives documentation, and monies arising from the sale of scrapped vehicles, every first and third Tuesday of the month where the funds have been clearer and received in the previous week. The Supplier is to separately account for all disposal proceeds and any directly related expenses.
- 4.3.22.4 The Supplier is to provide the Authority with a monthly summary, by the tenth Working Day in the following month, listing all vehicles written off or disposed of within the month. The format and content will be agreed by the Authority.
- 4.3.22.5 The Supplier will be responsible for notifying the Driver Vehicle Licensing Agency (DVLA) within five Working Days of any outright purchased vehicle being written off.

4.3.23 Vehicle Disposal – General

- 4.3.23.1 The Authority's policy is to dispose of a vehicle when it can be shown to have reached the end of its economic life. This is normally 100,000 miles for petrol and hybrid vehicles, 120,000 miles for diesel vehicles, and 140,000 miles for vans. This criterion may be changed at the discretion of the Authority.
- 4.3.23.2 The Supplier will be responsible for disposing of all vehicles including written off, accident-damaged vehicles.
- 4.3.23.3 The Supplier must ensure that when they receive notification of disposal of a vehicle, that the vehicle is removed from their system, and update the Motor Insurance Database (MID), and relevant fleet management fees are adjusted within 1 Working Day.
- 4.3.23.4 The Supplier must work pro-actively on behalf of the Authority regarding vehicle disposals and advise on the impact of any current market conditions, e.g. best auction houses and time of year.
- 4.3.23.5 The Supplier is to ensure that the Authority receives documentation, and monies arising from the sale of vehicles, every first and third Tuesday of the month

where the funds have been clearer and received in the previous week. The Supplier is to separately account for all disposal proceeds and any directly related expenses.

4.3.24 Road Fund Licences

- 4.3.24.1 The Authority uses conventional Private Light Goods (PLG) road fund licences.
- 4.3.24.2 The Supplier is responsible for re-licensing vehicles owned by the Authority or leased by the Authority. Re-licences of vehicles the Authority leases from other lease providers are dealt with by the individual lease companies.
- 4.3.24.3 On behalf of the Authority the Supplier must deal directly with the DVLA in the registration, taxation and re-taxing of its outright purchased vehicles & leased vehicles.
- 4.3.24.4 The Supplier shall ensure that all RFL renewals are processed prior to the expiry, or within 5 Working Days of completion of a valid MOT.
- 4.3.24.5 The Supplier must inform the budget holder/named person when vehicles have been taxed stating the start and end date of the taxation period.
- 4.3.24.6 Currently, less than 1% of the HMRC fleet is covered by crown exemption status.
- 4.3.24.7 The Supplier will process any RFL refunds due from DVLA and credit the sum total back to the Authority.

4.3.25 Provision of V5C Documentation

- 4.3.25.1 The Supplier, wherever possible, must act as the “care of” registered keeper for all vehicles, using [REDACTED] that will be confirmed by the Authority during contract implementation. This may mean that Supplier will be responsible for the re-registering of all of the HMRC vehicles.
- 4.3.25.2 Copies of all relevant V5C documentation for purchased vehicles only and an up to date fleet report will enable the Supplier to re-register the vehicles. They must be re-registered with no visible vehicle ownership history details. The documentation will be held with the Supplier unless otherwise advised by the Authority.
- 4.3.25.3 Under the terms of the existing contract Hire/Lease Agreements original V5C documents are held by the relevant lease providers. Copies and/or information will be provided by the lease company to the supplier to verify the setup of the initial data.

4.3.26 Statutory Off Road Notification (SORN)

- 4.3.26.1 The Supplier is legally obliged to declare SORN on any of the Authority’s outright purchased vehicle where the Road Fund Licence (RFL) cannot be obtained for any reason whatsoever at the beginning of the RFL due month. This also applies to vehicles being disposed of where the decision is taken not to renew the RFL.
- 4.3.26.2 The Supplier will operate a zero-tolerance policy in relation to the legal requirements of SORN.
- 4.3.26.3 The Supplier will advise the Authority (budget holder) when they have had to SORN or going to SORN a vehicle giving a prior notice to avoid illegal use of vehicle.

4.3.27 ROAD CHARGES

- 4.3.27.1 Where possible the supplier should provide an effective solution to pay all Toll, CAZ’s and Road charges incurred on behalf of the Authority.

4.3.28 VEHICLE FINE ADMINISTRATON

- 4.3.28.1.1 Where possible, the Supplier shall manage all aspects, including reporting and administration of every traffic fine and charge incurred by the Authority's staff when driving any of the vehicles covered under this contract. This shall include appeals, payments, reporting and administration on behalf of the Authority and/or the Lease provider. The Supplier is expected to accept that different processes may apply for the Authority's legacy lease contracts.
- 4.3.28.1.2 The Supplier shall provide a payment solution and process for the payment of fines and penalty charges within the specified payment period to the prosecuting authority as well as payments to the legacy suppliers.
- 4.3.28.1.3 Where the Authority and/or the driver successfully contests the fine or penalty charge directly with the prosecuting authority, the Supplier shall refund the charge back to the Authority or driver as appropriate.
- 4.3.28.1.4 The Supplier may charge an administration fee for managing the payment solution as set out in Call Off Schedule 5 (Prices).
- 4.3.28.1.5 The Supplier shall be responsible for the payment and resolution of fines when incurred by personnel driving a vehicle on behalf of the Supplier and/or Subcontractor.

4.3.29 VEHICLE INSURANCE

- 4.3.29.1.1 The Authority, because of "Crown Indemnity", has no statutory requirement to insure vehicles used solely for Departmental business, therefore the Authority is in essence "self-insured" for the majority of its fleet. There is no authorised private use of LCCS operational or pool vehicles, but ACS vehicles can be used for private use and the Authority therefore has a policy in place to cover the third-party aspect of these journeys.
- 4.3.29.1.2 The Supplier will be responsible for the management of the Motor Insurance Database (MID).
- 4.3.29.2 **REPAYMENT OF 3RD PARTY CLAIMS**
- 4.3.29.3 The Supplier will be responsible for robustly managing the validity of all third-party claims and paying all appropriate excess monies timorously, on behalf of the Authority.
- 4.3.29.4 The Supplier will be expected to supply the budget holder with a quarterly report of third-party claim cases against the Authority, including all payments and, where the settlements have not been agreed, an expected final cost.

4.3.29.5 Recovery from 3rd Parties

- 4.3.29.5.1 The Supplier will be expected to recover all relevant costs from third parties on behalf of the Authority, as well as uninsured third parties. Recovered monies are to be submitted to the Authority on a monthly schedule basis to be received at the Authority's office by the seventh Working Day of the following month. The Supplier is to retain all relevant documentation on each case for audit purposes in line with legal requirements.
- 4.3.29.5.2 The Supplier will clearly show all direct and sub contracted commission costs and charges for all 3rd Party claims handled on behalf of the Authority.
- 4.3.29.5.3 Any valid claim from a hire car company must be processed within 30 days of receipt in order to ensure that loss of use charges to the Authority are kept to a minimum.

4.3.30 LIAISON WITH OTHER SUPPLIERS

- 4.3.30.1.1 The Supplier is required to work in partnership with HMRC and any of HMRC's contracted partners who may be able to provide relevant goods or services.
- 4.3.30.1.2 CCS frameworks are enabled for access and use by HMRC's contracted suppliers in support of this requirement, including:
- RM6060 Vehicle Purchase
 - RM6096 Vehicle Lease, Fleet Management & Flexible Rental Solutions, Lots 1, 2 and 4
 - RM3767 Supply & Fit of Tyres
 - RM3754 Telematics
 - RM6013 Public Sector Vehicle Hire Solutions
 - RM3814 Vehicle Conversion DPS
 - RM6213 Vehicle Charging Infrastructure Solutions (VCIS)
 - RM3731 Insurance Services II
 - or these replaced frameworks with subsequent framework numbers, or any relevant secured contract outside of the framework agreements.
- 4.3.30.1.3 The Supplier shall ensure all aspects relating to the fleet are performed securely, effectively and efficiently, including:
- Professional and proactive relationship and seamless transfer of information between Supplier and other fleet related suppliers
 - No un-necessary delay in processing claims and requests.
- 4.3.30.1.4 The Authority requires the Supplier to work with the Authority and any third parties appointed by the Authority in regard to Fleet Management.

4.3.31 Lease or Owned vehicles travelling abroad for official use

- 4.3.31.1.1 When requested, the Supplier shall issue appropriate documentation for the Authority's drivers travelling outside of UK and Northern Ireland within 14 days of the request (urgent requests may be made on application but time periods cannot be guaranteed). The Supplier shall provide appropriate advice to the Authority's drivers if requested.

4.3.32 Termination or Expiry of a Lease

- 4.3.32.1.1 Without affecting any other right or remedy available to them, the Supplier can terminate the hire of any vehicle with immediate effect by giving written notice to the Authority if:
- the Authority fails to pay any amount due under this Call-Off Contract on the due date for payment and remains in Default not less than 40 Working Days after being notified in writing to make such payment;
 - there is a material default of any other term of these Lease Terms by the Authority which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Working Days after being notified in writing to do so; or
 - there is a consistent repeated failure by the Authority to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.
- 4.3.32.1.2 The hire of a vehicle terminates automatically if a Total Loss occurs in relation to the Vehicle.

4.3.32.1.3 At any time, the Authority can terminate the hire of any vehicle by giving 10 days' written notice to the Supplier.

4.3.32.2 Payment on Expiry or Termination

4.3.32.2.1 Where section 4.3.31 "Termination or Expiry of a Lease" applies and the vehicle is a passenger motor vehicle or a light commercial vehicle up to 3.5 tonnes that has not been subject to conversion, the standard early termination charges will apply and the Supplier must invoice the Authority as appropriate within twenty one (21) days following the termination of the lease. The following table indicates the number of Month's rental that the Supplier can invoice the Authority for where the lease of a vehicle is terminated early, based on the initial Lease Period and the point at which during the Lease Period the lease of the vehicle is terminated early.

YEAR OF TERMINATIO N	SCHEDULED LEASE PERIOD			
	2 YEARS	3 YEARS	4 YEARS	5 YEARS
YEAR 1	2 months	5 months	6 months	7 months
YEAR 2	1 month	3 months	4 months	5 months
YEAR 3		1 month	2 months	3 months
YEAR 4			1 month	2 months
YEAR 5				1 month

4.3.32.3 Where section 4.3.31 "Termination or Expiry of a Lease" applies and the vehicle is a converted vehicle or a commercial vehicle over 3.5 tonnes, the early termination charges will be calculated in accordance with this paragraph 4.3.25.15. The Supplier must, if the balance is positive, invoice or, if the balance is negative, credit the Authority within twenty-one (21) days the balance of:

- the vehicle's Net Book Value; less
- any advance Rentals paid by the Authority; less
- the sales proceeds of the Vehicles or, if the Supplier does not sell the Equipment, the "clean" value of that vehicle as calculated in accordance with the Call-Off Contract as at the date of termination.

4.3.32.4 The number of vehicles terminated under these payment terms, in any rolling 12 month period, cannot exceed 10% of the total cumulative number of vehicles actively on lease with the Supplier. Terminated vehicles above this 10% cap will revert to the calculation in accordance with paragraph 4.3.31.2.1

4.3.32.5 Where section 4.3.31 "Termination or Expiry of a Lease" applies or where the lease of a vehicle is terminated for any other reason (including Total Loss but excluding termination pursuant to Clause 10 of the Core Terms) the Authority must, within thirty (30) days of the termination, pay the Supplier the Termination Sum by way of agreed liquidated damages.

4.3.32.6 The Supplier agrees that any payments made pursuant to paragraphs 4.3.31.1.1, 4.3.31.1.2 or 4.3.31.1.3 above are the Suppliers sole and exclusive remedy

in respect of the termination which results in the payment of money as provided for in those paragraphs.

4.3.32.7 Where the Authority terminates the Call-Off Contract under Clause 10.4 of the Core Terms and then makes other arrangements for the supply of the vehicle, the Authority can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority from the Supplier. The Authority must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10.4 of the Core Terms, the Authority will not make any further payments to the Supplier until the Authority has established the final cost of making those other arrangements.

4.3.32.8 Handing back the vehicle

4.3.32.8.1 On expiry of the Lease Period or in the event of early termination of the lease in respect of any Equipment the Supplier will require the Authority to:

- make the Vehicle available for collection by the Supplier on the date assigned for collection. The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier actually collects the Vehicles which the Supplier shall do promptly;
- complete an inspection form with the Supplier on the Return Date and ensure that the Equipment is returned and that the Equipment is in a condition consistent with its age and mileage making due allowance for Fair Wear and Tear;
- remove all personal effects and any other items belonging to the Authority;

4.3.32.9 Collection of the Vehicle

4.3.32.9.1 At the Supplier's cost, the Supplier must collect the vehicle from the agreed collection point at the expiry or termination of the Lease Period within five (5) Working Days after the expiry or termination of the Lease Period, or, in the case of early termination, within receipt of notification that the vehicle is no longer required.

4.3.32.9.2 Where a new vehicle is being supplied, the Supplier may arrange for collection at the same time and location as the delivery of the new vehicle, subject to the Authority not incurring any extra cost, or double lease costs.

4.3.32.9.3 The Supplier must agree a note of the condition and mileage of the vehicle with the authorised representative of the Authority at the time of collection and state the condition and mileage on an inspection form.

4.3.32.9.4 If Supplier does not collect the vehicle at the agreed time and collection point, the Supplier indemnifies the Authority against all Losses due to the failure to collect the Vehicles as agreed.

4.3.32.10 Condition and Damage.

4.3.32.11 The Supplier acknowledges and agrees that assessments relating to a vehicle's condition and damage, for a vehicle leased from the Supplier, will be made in line with the British Vehicles Rental and Leasing Association (BVRLA) Fair Wear and Tear Guide. The condition report will include photos of the vehicle when it is collected from HMRC.

4.3.32.12 If the Supplier advises the Customer that the vehicle is not in such a condition and the Customer agrees that work is necessary to place the vehicle in a condition consistent with its age and mileage, then the Customer will pay to the Supplier such amount as may be agreed as the cost of such rectification except: (i) where the

rectification cost is below £400; or (ii) if the vehicle nevertheless on sale, achieves its originally expected residual value as specified on the Particulars of Lease, in which case no amount shall be payable. Anything chargeable must be accompanied by clear photographic evidence.

4.3.32.13 In the event of any dispute regarding the condition of the vehicle, an independent assessment must be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Authority. Any consultant must act as an expert and not as an arbitrator and their decision is final.

4.3.32.14 For Legacy leased vehicles, the Authority will advise the Supplier on a case by case basis if the above process applies or if the Condition and Damage will be assessed by the Legacy Supplier.

4.3.32.15 In the event of damage to any vehicle the Supplier must forward an invoice to the Authority within twenty-one (21) days following the Return Date, unless otherwise agreed with the Authority. In the case of dispute the Authority will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance with the payment terms. Any such dispute must be resolved in accordance with Clause 34 of the Core Terms.

4.3.32.16 Mileage reconciliation

4.3.32.16.1 If the odometer reading is more than the Total Contracted Mileage or relevant proportion thereof as specified in the Particulars of Lease the Authority shall be liable to pay the Lease Supplier (for legacy leased vehicles) an excess mileage charge (the "Excess Mileage Surcharge") as follows:

- Up to 1600cc = 0.04p per mile
- Above 1600cc = 0.05p per mile

For non-legacy leased vehicles the CCS RM6096 Framework rates (as shown below) will take precedence.

Petrol - 5p per mile

Diesel - 5p per mile

Electric - 10p per mile

Hybrid (Petrol & Diesel) – 10p per mile

PHEV - 15p per mile

4.3.32.16.2 Any Excess Mileage Surcharge shall be calculated at the mileage variation rate stated at 4.3.31.16.1 above and in the pricing schedule.

4.3.32.16.3 If the odometer reading is less than the Total Contracted Mileage or relevant proportion thereof as specified in the Particulars of Lease (the "Under Mileage") the Authority shall be entitled to a credit from the Supplier at the same rate as Excess Mileage Surcharge above (the "Under Mileage Credit").

4.3.32.16.4 Subject to paragraph 4.3.31.16.5 below, Excess Mileage Surcharge(s) and Under Mileage Credit will be aggregated into a pool (the "Mileage Aggregation

Pool”) at the end of each calendar year with respect to all Vehicles the hiring of which under the Vehicle Lease has expired or terminated in that year giving a total Excess Mileage Surcharge or Under Mileage Credit for the year, so that either:

- An invoice for the total Excess Mileage Surcharge shall be issued to the Authority, together with a statement of returned Vehicles; or
- Where a total Under Mileage Credit arises the same will not amount to a debt but it will be carried forward as an allowance to offset any future Excess Mileage Surcharge(s) in the same calendar year and the first following year.

4.3.32.16.5 Where a Vehicle Lease is terminated for any reason before the expiry of the Vehicle Lease Period, the relevant Vehicle shall not be added to the Mileage Aggregation Pool for (so that any Excess Mileage Surcharge(s) relating to it will be payable on demand) unless the Total Rentals as shown in the Particulars of Lease in respect of the Vehicle have been paid in accordance with the terms of the Vehicle.

4.3.32.16.6 If the Authority gives notice to the Supplier that it wishes to retain any vehicle after the expiry of the Vehicle Lease Period then the Vehicle Lease Period shall be extended accordingly. Provided the Authority gives one month's notice in writing before the end of the Vehicle Lease Period, the rental for the extended Vehicle Lease Period shall be agreed between the Authority and the Supplier.

4.3.32.16.7 If during the Vehicle Lease Period the Authority or the Supplier identifies the odometer reading of a vehicle as being substantially at variance with that which would be expected from a comparison of the expired portion of the Vehicle Lease Period and the Total Contracted Mileage, then the Authority shall advise the Supplier of such variation and the Supplier shall re-schedule the Lease. A revised Total Contracted Mileage and/or Vehicle Lease Period shall be agreed with the Authority and an amended rental, calculated as if the vehicle had originally been leased for the amended mileage/Vehicle Lease Period, shall apply from the start of the original Vehicle Lease Period. There shall be no penalty payment element in the amended rental whatsoever. The Supplier shall promptly reissue a revised Particulars of Lease to reflect the changed circumstances and rental along with any appropriate credits and recharges agreed between the Parties. Restructuring of the Particulars of Lease in this manner shall not take place within the last six months of the applicable Vehicle Lease Period.

4.3.33 Fuel Card Administration

4.3.33.1 The Authority already has a supplier who provides fuel cards and associated management information for the Authority's Operational and Pool fleet.

4.3.33.2 The Supplier shall implement a process for the management of the Authority fuel cards if requested by the Authority. This process shall include, but is not limited to, providing the following services on behalf of HMRC:

- liaison with fuel card suppliers to ensure effective operation of the fuel card scheme
- cancellation of cards with the fuel card supplier immediately upon notification of loss or theft
- issue of new and replacement cards to the driver

4.3.34 Valeting

- 4.3.34.1 The Authority may require the Supplier to provide occasional valeting, including the cleaning of the inside/outside the vehicle, for the Authority's vehicles and in exceptional circumstances provide further valeting of the vehicles, as directed by the authority.
- 4.3.34.2 The Supplier must contact the relevant budget holder for authorisation for all valeting requirements.

4.3.35 Vehicle Movement

- 4.3.35.1 The Supplier is required to provide the Authority with a process that will enable the safe and efficient transportation of HMRC vehicles between its original base location and its new location. This may be carried out either by driving the vehicle, allowed for ACS vehicles, or using a vehicle transporter for Operational vehicles. The Supplier may be required to move the Authority's vehicles when necessary to a location within the United Kingdom including Northern Ireland.

4.3.35.2 MILEAGE TRACKING

- 4.3.35.2.1 The Authority may be interested in introducing an alternative solution to capturing journey details in its vehicles (currently predominantly captured via a manual log book). This should be a more efficient method of capturing and collating journey information that doesn't involve use of a Telematics location identifying system.

ACCOUNT MANAGEMENT**4.3.36 Account Management**

- 4.3.36.1 The Supplier shall provide an Account Manager, as well as a suitably qualified deputy to act in their absence, who will proactively manage the account and overall relationship with the Authority at all times.
- 4.3.36.2 The Authority shall require the Supplier to provide the details of the proposed Account Manager and account management team within 5 days of the start of the Call Off Contract.
- 4.3.36.3 The Supplier shall identify and action, as appropriate, aberrant costs and usage profiles, implement cost reduction actions, identify poor processes and notify the Authority of opportunities to reduce costs and/or improve services to the fleet driver.
- 4.3.36.4 Any proposed change of Account Manager or an addition to the Account Manager's portfolio, must be discussed and agreed by the Authority no less than one (1) Month in advance of the planned change. The Supplier will provide a replacement with relevant experience in managing an account of the Authority's size and profile.
- 4.3.36.5 Contract review meetings will be held on a regular basis between the Supplier and the Authority's (and/or Buyer Organisation's) representatives. It is intended that these meetings will provide both parties with the opportunity to raise issues related to performance, incidents, finance, new legislation, targets, overall volume, continuous improvement initiatives and/or any other aspect of the contract. This will provide a forum for open discussion to ensure continued success of the relationship.
- 4.3.36.6 The Supplier and the Authority shall jointly undertake quarterly account reviews and a major account review annually. Reviews shall take place by rotation, at the Authority's premises in Manchester; at a South East location of the Authority's; at the Suppliers main premises and via an online call. The Supplier shall provide review documents to the Authority 5 Working Days in advance. After the review, the Supplier shall provide comprehensive minutes and recorded action points within 5 Working Days. During the initial 6 months of the Contract it is envisaged monthly teleconferences and/or face to face meetings will also be required.

- 4.3.36.7 The Supplier shall monitor the mileage of the Authority's vehicles and make recommendations' which may include, but are not limited to, re-utilisation of the Authority's vehicles, contract term variation and/or contract mileage variation.
- 4.3.36.8 If the Supplier identifies that a vehicle lease is forecast to fall below or exceed its contracted mileage limit by 20% or more by the end of the contract term, and the Authority confirms that the pattern of usage will continue, the Supplier or the Authority may request a variation to the Authority's Lease Contract Terms for the remaining period based on the revised forecast. This may include a variation to the Rental Payments.
- 4.3.36.9 The Authority confirms that a written performance report, Continuous Improvement Plan and quarterly written communications will be required at the Quarterly Review meetings held between the Supplier and the Authority.
- 4.3.36.10 The Supplier shall provide the Authority with a 24 hour, 7 days a week telephone helpdesk service. It is essential that the number provided for the account can enable calls to be routed immediately to the "vetted team" the vast majority of calls will be within business hours Monday to Friday. (The 'vetted team' will be ring fenced set of individuals who will have been security cleared to a specific level).

4.3.37 MANAGEMENT INFORMATION (MI)

- 4.3.37.1 The Supplier shall provide monthly MI and other reports as required by the Authority including provision of ad hoc reports often to tight deadlines.
- 4.3.37.2 The MI must be accessible to all budget holders as specified by the Authority and the MI data split to show the details for vehicles within each line of business. The Supplier will also be required to provide a full report to the contract management team each month.
- 4.3.37.3 The Authority will undertake periodic assurance checks on the accuracy of the Supplier's MI.
- 4.3.37.4 Below is a list of information that the MI shall include as a minimum;
- Monthly progress against Service Satisfaction Levels
 - Monthly fleet list, broken down into vehicle categories (pool, ACS etc.), each vehicle to have the following details, vehicle information, Owner/Lease supplier, location, vehicle contact details, budget holder details, contract start/end, mileage, deliveries, terminations, spend.
 - Monthly Finance report that shows outstanding payments
 - Complaints, including dissatisfaction with SMR standards – as per mandatory requirements with additional detail of when acknowledgement issued.
 - Vehicle Orders placed – split into outright and lease and with estimated delivery date, agreed delivery date, a progress update and actual delivery date.
 - HMRC Vehicle Accident damage reported – detailing who and when reported, reason/fault for damage occurring, progress to date, action taken, date closed, own vehicle costs incurred, third party costs incurred and any cost savings made.
 - Third Party Claims reported – detailing who and when reported, the HMRC vehicle registration involved, reason for claim, progress to date, action taken, date closed, potential costs identified, actual costs incurred.
 - Quarterly reports to the budget holders of all third party claim cases against the Authority, including all payments and, where the settlements have not been agreed, an expected final cost.
 - Of third party claims against the Authority.

- Monthly report of damage repairs and 3rd party costs against vehicle registration and accident reference number.
- “Spot Hire” damage claims – detailing time and date of damage occurring, time and date claim received, action taken, date closed, “spot hire” vehicle costs incurred, third party costs incurred and any cost savings made.
- All SMR charged showing the repairing agent used – split into approved/discounted agents and under warranty ones, itemising those where the Authority’s representative refused use of the “approved” and/or warranty repairers, details of initial estimated cost, vehicle mileage, whether budget holder authorisation was required and details of it being obtained, the location of the garage and whether the maximum agreed labour rates applied.
- All SMR work proposed but authorisation refused – split into those that were owned and on the “replacement” list and those within 6 months of lease expiry.
- Written off and disposed of vehicles list – detailing registration number, date disposed of, any proceeds and costs arising and date funds are returned.
- Vehicle Movements – detailing date of request, date of collection and delivery.
- Vehicle Downtime – listing expected and actual downtime, commentary as to reason for delays and any action taken and date communicated to the driver/responsible contact.
- Utilisation proposals – identifying vehicles with a high mileage that should be switched from a task involving low mileage and vice versa; and any vehicles with exceptionally high running costs.
- Vehicle breakdowns occurred – date and time of call received, time and place recovery arrived, result of call out.
- End of Lease data – showing agreed mileage, actual mileage, projected residual value (RV), achieved RV, excess mileage charges and rebates.
- New vehicle delivery report – showing date delivered, address, vehicle contact, budget holder, contract start date, monthly lease amount (if appropriate).
- SME spend (Small Medium Enterprise) - provide accurate and timely information regarding Indirect SME spend.
- Monthly savings report (full details to be agreed) showing full details of savings generated for that period including the cost prior to the saving.
- Road Fund Licences – Monthly report to the budget holder of vehicles that have been taxed or SORNed that month and a list of vehicles requiring taxing in the following month.

4.3.37.5 Rolling 12 monthly reports will also be required for some or all of the above data alongside the dashboard reporting to enable the Authority to better understand the behaviour of its fleet.

4.3.38 Implementation

4.3.38.1 During the contract implementation period the Supplier will be required to:

- a) Arrange a meeting with the Authority within two weeks following contract award - to include discussion around the broad framework of the “HMRC protocol” to establish how the Supplier will deliver the contract.

- b) By 1st April 2021 have held a meeting to finalise myBUY catalogue and payment processing requirements in conjunction with Authority representatives
- c) Onboard fully to the Authority's myBUY payment system by 1st April 2021
- d) To conduct all relevant activities to ensure the service is fully operational in line with the requirements as stated within the Specification (Schedule 20) by 1st April 2021

4.3.38.2 The Supplier shall provide the Authority with an indicative Mobilisation Plan as part of the call off process. The Indicative Implementation Plan should outline the key activities and milestones, including dates and risk mitigations where required, that will enable the Contract to be fully operational by 1st April 2021. As a minimum the plan should include:

- a) The programme of high-level tasks and critical path, to implement HMRC's requirements in full;
- b) Three-way meetings with legacy lease suppliers, current Vehicle Hire and Care Share providers and Insurers to agree business processes;
- c) The development and implementation of the Fleet Management System
- d) How HMRC's security requirements will be met in full, including achieving required security levels for staff if necessary;
- e) How changes to and transfer of MID and V5 documentation will be managed;
- f) How the transfer of and new processes around licences, clearances and permits will be managed;
- g) How required any IT systems (including vehicle tracking where appropriate) will be integrated for seamless transition;
- h) A Statement of Readiness;
- i) Mobilisation MI will be required during this phase, to monitor progress, and;
- e) Any other key activities required to ensure the service is fully operational in line with the requirements as stated within the Specification (Schedule 20) by 1st April 2021.

4.3.38.3 A Detailed Implementation Plan is required, as per Call Off Schedule 13 Implementation Plan, which covers the deliverables with the most efficient outline of timescales within the tender responses. To inform the Implementation Plan the Authority (and/or Buyer Organisation's) will hold an extensive workshop between the Authority (and/or Buyer Organisation's) and the Supplier to work through the and finalise the Indicative Implementation Plan within two weeks of contract award.

4.3.38.4 The Authority's Security Team shall, where deemed appropriate, carry out detailed inspections of all locations indicated to be used to undertake works under this contract during the mobilisation period. All sites must meet the Authority's security requirements by the end of mobilisation period.

4.3.38.5 Where requested by the Authority at the Supplier shall allocate a dedicated project manager for the duration of the mobilisation period.

4.3.38.6 HMRC intends that the implementation period will run from the contract award date (14th January 2021) to the contract operational date (1st April 2021).

4.3.38.7 The Supplier must work with the Authority and any Authority contractors to agree appropriate revisions to the Draft Implementation Plan, which was provided by the Supplier as part of their tender response:

- a) so as to ensure that it co-ordinates with the Implementation Plan activities of the Buyer and any/the other Buyer contractors; and
- b) it is modified to take reasonable account of any reasonable comments which the Buyer may have on the Draft Implementation Plan.

4.3.38.8 The Supplier must not refuse to make any reasonable changes to the Draft Implementation Plan/Delivery Schedule requested by the Buyer.

4.3.38.9 Following approval of the modified Draft Implementation Plan by the Buyer the revised Draft Implementation Plan shall become the Implementation Plan.

4.3.39 Exit Provisions

- 4.3.39.1 The Supplier shall, within 3 months of the commencement of the contract, deliver to the Authority a plan (the “Exit Plan”) which sets out the Supplier’s proposed methodology for achieving orderly transition of the provision of services from the supplier to the Authority and/or the replacement Supplier on the expiry or termination of the contract. Within 30 Operational Working Days after submission of the draft Exit Plan (or any revised Exit Plan) the parties will use their reasonable endeavours to agree its content. The Supplier will be required to update the Exit Plan within one month of each anniversary of the commencement date.

4.3.40 Incident Reporting

- 4.3.40.1 There may be times when the Authority or the Supplier will raise an incident which could be in relation to: security, environmental or Health & Safety (H&S).
- 4.3.40.2 The Authority and the Supplier shall on discovery of an incident inform the agreed point of contact at the earliest opportunity, providing as much detail pertaining to the incident as possible to allow for full consideration of the follow up activity/investigation and possible involvement of the Police. Each incident will be considered on a case-by-case basis.
- 4.3.40.3 The Supplier shall report issues in line with the incident reporting process specified by the Authority. As part of this the Authority will work with the Supplier to establish a route of escalation for the Supplier to utilise during mobilisation.

4.3.40.4 COMPLAINTS HANDLING

- 4.3.40.4.1 The Supplier shall ensure that a robust process is in place to manage any complaints which may arise and that all complaints received are given a unique case / reference number and logged under the vehicle registration number and Complainant for future reference.
- 4.3.40.4.2 The Supplier shall ensure that all received complaints will be acknowledged and the Case reference number given to the Complainant within the following timescales:
- i) Telephone – immediately;
 - ii) E-mail – within 1 working day of receipt of the e-mail; and
 - iii) Letter – within 3 working days of receipt of the letter.

4.3.56.4.3 The Supplier shall ensure that the final resolution of the complaint, including any further action taken, or required is made and agreed with the Complainant within 5 Working Days of the complaint being raised (where the resolution of such complaints are reasonably controlled by the Supplier).

4.3.41 Service Levels/Key Performance Indicators (KPIs)

- 4.3.41.1 The Service Levels/KPIs are set out in Call-Off Schedule 14.
- 4.3.41.2 Where the above service levels are not being met, the Supplier shall ensure that appropriate extra resources are committed promptly, and action is taken to resolve any issues to the satisfaction of the Authority which may include a Performance Improvement Plan (PIP) in accordance with Call Off Schedule 14 Service Levels.

NON-FUNCTIONAL REQUIREMENTS**4.3.42 Fleet Consultancy**

- 4.3.42.1 The Supplier shall offer fleet consultancy services to the Authority in order to provide guidance and/or assist in the development of a professional fleet management solution.
- 4.3.42.2 HMRC requires the Supplier to work with the Authority to develop an understanding of the HMRC fleet operations and make innovative recommendations to increase the efficiency and cost effectiveness of the Authority's fleet, to remove unnecessary administrative burdens and streamline processes.
- 4.3.42.3 HMRC requires the Supplier to share relevant industry information regarding best practice and any relevant new or revised legislation to enable the Authority to make appropriate and informed decisions regarding its fleet management.

4.3.43 Gain Share – not used.

4.3.44 Duty of Care

- 4.3.44.1 HMRC requires the Supplier to provide guidance to the Authority on a wide range of Duty of Care matters, making recommendations of actions that can be taken to improve HMRC's Duty of Care towards its fleet vehicle users.
- 4.3.44.2 Any recommendations should be based on the Supplier's understanding of the HMRC operating model, thus ensuring that any recommendation is relevant, fully justified, taking current risks, issues, business capability and willingness to adopt change ideas into account.
- 4.3.44.3 In accordance with its duty of care principles, HMRC may implement a formal monitoring system with the Supplier to commence at the start of the Contract and will be based on a continuous assessment process throughout the life of the contract

4.3.45 ACCOUNT TIERING

- 4.3.45.1 The Authority requires that the fleet account can be tiered with up to 4 levels of tiering. This can be dependent on the type of vehicle, or business area or for other reasons. Tiering system details will subsequently be shared with the Supplier during the implementation period
- 4.3.45.2 The Authority requires that certain tiers within the account must have restricted access to security cleared SC staff only.
- 4.3.45.3 The Authority requires certain tiers or sub-tiers to have automatic permissions and policies, for example, such as tyres being replaced when requested and earlier than needed.
- 4.3.45.4 The Authority requires that any of the MI reports listed can be pulled specific for each tiered account.

4.3.46 FLEET MANAGEMENT SYSTEM

- 4.3.46.1 The Supplier shall provide the Authority with access to information and dashboards regarding the operation and behaviour of their fleet through an online management system.
- 4.3.46.2 The Fleet Management system must meet the technical requirements in full as stated within Appendix 2: Fleet Management System Technical Standards.
- 4.3.46.3 The Supplier shall ensure that all applicable data in relation to the Authority's fleet is populated on the system. This includes, but is not limited to, information provided by third party suppliers.
- 4.3.46.4 The Supplier shall ensure that the operation of the system is fully tested prior to the commencement of the services to be provided to the Authority.
- 4.3.46.5 The Supplier may be required to Single Sign On (SSO) direct with HMRC systems. SSO restricts access to authorised HMRC user accounts coming from authorised HMRC devices. HMRC uses well established industry standards (SAML and OAuth). To enable this the system:

- 4.3.46.5.1 **must** support the use of OAuth (preferred) or SAML integration with HMRC's AzureAD for user authentication.
- 4.3.46.5.2 **should** support externalisation of role allocation.
- 4.3.46.5.3 **must** support a method of provisioning user data (see Appendix 2: Fleet Management System Technical Standards for further details).
- 4.3.46.6 The Supplier shall provide full training to the Authority on the use of the Fleet Management System.
- 4.3.46.7 The Supplier shall ensure that all data held within the system is held securely and complies with GDPR requirements as set out in Joint Schedule 11 (Processing Data).
- 4.3.46.8 The Supplier shall ensure that access to the Fleet Management System is restricted to named individuals from the Authority.
- 4.3.46.9 The Supplier shall ensure that access to the Fleet Management System is available 24 hours per day, 7 days a week, except in circumstances where essential maintenance work is being carried out, or in circumstances beyond the Suppliers reasonable control.
- 4.3.46.10 The Supplier shall ensure that, where possible, routine maintenance of the system is carried out on weekends and no less than 48 hours' notice is provided to the Authority
- 4.3.46.11 The Supplier shall provide a Fleet Management System support service to the Authority.
- 4.3.46.12 The Supplier shall provide appropriately encrypted reports offline to the Authority in the event that access to the Fleet Management System is unavailable due to technical or security issues, including any other reasonable MI requests.
- 4.3.46.13 The Supplier shall ensure that all Fleet Management Systems Servers and web applications will have auto back up and can be uploaded within 24 hours of any reported problem.
- 4.3.46.14 The Supplier shall provide an online reporting system 24 hours per day, 7 days a week, except in circumstances where essential maintenance work is being carried out, or in circumstances beyond the Suppliers reasonable control.
- 4.3.46.15 If emergency maintenance, or an emergency change is required, the Supplier shall ensure that they follow the HMRC change process. The Authority will monitor Google Analytics to check the lower usage period to minimise disruption to the Authority. The Supplier shall ensure that any minor text / graphical changes within the Fleet Management Systems will be made within 3 Working Days after an IS request has been made.
- 4.3.46.16 In the event that the Authority modifies the Vehicle Fleet Policy, or introduces any other major changes that may affect the Fleet Management Site, the Supplier will be provided with a full specification.
- 4.3.46.17 Where a full specification of modifications requiring changes to the Fleet Management System is received, the Supplier shall give the Authority a lead time to effect the updates / changes.

4.3.47 Audit

- 4.3.47.1 The Authority reserves the right to attend, review, inspect and assure, with or without prior notice, all sites, processes and records relating to the delivery of the contract.
- 4.3.47.2 The Supplier must permit, must fully co-operate and must use reasonable endeavours to ensure that its Sub-contractors cooperate, with the Authority, their third-party representatives or Regulatory Bodies, to audit or otherwise inspect for any purpose relating to the delivery of the Services.

- 4.3.47.3 The Authority will use reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 4.3.47.4 The Authority will at any time carry out a security audit of the Services, including in relation to the Assets used, the Information System or any component of it or the Sites, and the Supplier must facilitate such audit.
- 4.3.47.5 If the Authority suspects the Supplier or any person is in breach of Prevention of Corruption or Security Requirements clauses, the Authority and its third party representatives have the right to immediately access and take copies of any records and any other information held at the Supplier's premises and to meet with the Supplier Personnel to audit the Supplier's compliance with its obligations under Prevention of Corruption and Security Requirements. The Supplier must give all necessary assistance to the conduct of such audit during the term of this Contract and for a period of three (3) years after termination of this Agreement.
- 4.3.47.6 The Supplier must not withhold information or delay access unreasonably and must provide the Authority (and/or the Authority's agents or representatives) with all reasonable co-operation and assistance in relation to each audit.
- 4.3.47.7 Save as provided elsewhere in this Schedule, the Authority will use reasonable endeavours to provide at least fifteen (15) Working Days' notice of its intention to conduct an audit.
- 4.3.47.8 The Authority agrees that it shall bear all costs and expenses incurred by it in respect of compliance with its obligations under this Schedule. Should the audit identify a material Default by the Supplier, the Supplier must reimburse the Authority for all the Authority's reasonable costs and expenses incurred in the course of any activities required to resolve such Default.
- 4.3.47.9 Internal Audit Follow Up
- 4.3.47.9.1 The Supplier must, on a monthly basis, provide the Authority with an update on all outstanding audit issues relative to the services, detailing their progress and must provide any evidence requested by the Authority to satisfy that outstanding Audit issues have been resolved to the agreed tolerance.

4.3.48 SECURITY

- 4.3.48.1 [REDACTED]
- 4.3.48.2 [REDACTED]
- 4.3.48.3 [REDACTED]
- 4.3.48.4 [REDACTED]
- 4.3.48.4.1 [REDACTED]
- 4.3.48.4.2 [REDACTED]
- 4.3.48.5 The Supplier shall ensure that all vehicles are secured inside workshop premises overnight if they are being retained. If this is not feasible the Supplier will be required to ensure that the vehicles are kept in a secure compound with the provision of adequate security lighting and ideally with CCTV camera protection.
- 4.3.48.6 The Supplier shall provide details of any current and future environmental policies and/or accreditations (including copies of certificated evidence) developed/received by their company, which are applicable to this contract.
- 4.3.48.7 Personnel

- 4.3.48.7.1 The Supplier's senior account contacts (main and deputy) and all Key Personnel account staff must be Security Check (SC) cleared, all other staff working on the account must be at least Counter Terrorist Check (CTC) cleared.
- 4.3.48.7.2 All of the Supplier's staff who interact with data and handle the Authority's requirement as well as the staff of certain key subcontractors (as agreed between the Authority and the Supplier post contract award) must comply with the Official Secrets Act.
- 4.3.48.7.3 Security clearance must be obtained at the appropriate level for each of the Supplier's staff, at the Supplier's cost, before undertaking any work on this account.
- 4.3.48.7.4 The Supplier shall be expected to provide a list of Key Personnel who will access the Authority's data and communicate via all available means with the Contracting Body(s) Key Personnel and third-party repairers as part of the fleet management function.
- 4.3.48.7.5 The Supplier shall notify the Authority in writing of any changes to the allocated Key Personnel within 5 Working Days and the new Key Personnel will only be granted access to authority data and/or vehicles upon confirmation of required security levels and agreement from the Authority.
- 4.3.48.7.6 The Supplier shall comply with the Authority's personnel vetting policy and standard operating procedures.
- 4.3.48.7.7 The Supplier shall ensure that they and all third-party repairers, service providers and suppliers apply adequate and proper security controls and conform to the Authority's enhanced security requirements when in temporary possession of the Authority's vehicles and any other asset that the Authority confirms with the Supplier requires this level of security.
- 4.3.48.8 [REDACTED]
- 4.3.48.9 IT SECURITY
- 4.3.48.9.1 The Supplier must hold the following relevant standards; as a minimum:
- ISO 27001
 - Cyber Essentials
- 4.3.48.9.2 The Supplier shall provide details of any updates to their quality assurance system and/or accreditations (including copies of certificated evidence) operated by their company, which are applicable to this Contract.

4.3.49 Risk Management and Business Continuity Plans

- 4.3.49.1 The Supplier must ensure that appropriate, Authority approved and tested, plans are in place to ensure that the Services and Personnel levels are unaffected by maintenance shutdowns, planned or unplanned, Public Holidays and other peak holiday times.
- 4.3.49.2 The Supplier shall put in place robust processes to identify, classify and mitigate / eliminate risks. The Supplier and the Authority will have a joint risk register which the Supplier shall own and maintain. This will form part of the contract management review meetings.
- 4.3.49.3 The Supplier shall maintain and provide full records, including the administration of a joint risk register as per the requirements set out in Schedule 8.6 Business Continuity and Disaster Capability.
- 4.3.49.4 The Supplier shall ensure that they have robust Business Continuity and Disaster Recovery Planning (BCDRP) in place, which have been agreed by the Authority and that they are reviewed as a minimum once every six Months, with regular

desk top exercises undertaken, especially following invocation of said plans. These plans shall include the management of industrial action at its own or the Authority operation, if appropriate, that of its personnel (including all Sub-Contractors) and industrial action within the operations of any link within the supply chain.

4.3.49.5 The Supplier must present and agree the business continuity plans with the Authority in accordance with Call Off Schedule 8 Business Continuity and Disaster Capability.

4.3.49.6 Contingency plans are to be reviewed/updated as specified in Call Off Schedule 8 Business Continuity and Disaster Capability throughout the contract, written confirmation must be provided to the Authority.

4.3.50 Subcontracting

4.3.50.1

4.3.50.2 The Supplier shall provide name(s), addresses(s) and contact details of proposed sub-contracted Suppliers and/or third parties to be employed within the contract in their tender proposal together with all relevant licences and requirements.

4.3.50.3 The Supplier shall not sub-contract any aspect of the Service provision without the prior consent in writing of the Authority.

4.3.51 HEALTH AND SAFETY

4.3.51.1 The Supplier is required by Law to comply with all Health and Safety legislation, including, but not limited to; the Health and Safety at Work etc. Act 1974; the Management of Health and Safety at Work Regulations 1999.

4.3.51.2 The Supplier shall meet all the relevant health and safety requirements associated with current and future legislation in discharging its duties under this contract; including (but not limited to) conducting appropriate risk assessments, adhering to safe systems of work and implementing appropriate control measures. When necessary, this may require the assistance of the Authority which shall not be unreasonably withheld.

4.3.51.3 The Supplier shall provide for inspection purposes to the Authority risk assessments and safe systems of work when operating machinery or operations on the Authority's premises.

4.3.51.4 The Supplier shall demonstrate that it has robust risk assessment procedures in place, covering the full scope of the activities and to be delivered. It will identify the hazards likely to be encountered, the people likely to be exposed to harm and the procedures it has in place to mitigate those risks.

4.3.51.5 The Supplier shall provide details of the recognised safety competencies and qualifications of those delivering the Service, including training records and previous experience.

4.3.51.6 The Supplier shall ensure that it has access to a competent level of health and safety advice, for referral of issues and incidents as they arise. The Supplier shall maintain membership of relevant trade associations throughout the contract period.

4.3.51.7 The Supplier shall demonstrate an improving picture of health and safety during the contract period. Reports on health and safety performance will be required by the Authority upon request.

4.3.51.8 The Supplier shall demonstrate continuing best practice in managing health and safety through provision of documentary and other evidence including proactive engagement between the Supplier and the Authority.

4.3.51.9 The Supplier shall provide the Authority with access to any health and safety accident or incident reports related to the provision of works under this Contract, these should be provided promptly and within a maximum of 5 Working Days.

4.3.51.10 The Supplier shall co-operate fully with any health and safety monitoring which the Authority may require. This includes (but is not limited to) site visits, vehicle inspections, training records, hazard identification procedures and signage.

4.3.52 Invoicing and Payment

- 4.3.52.1 HMRC is now operating SAP Ariba Buying and Invoicing platform (internally badged as myBUY). All suppliers are obligated to receive Purchase Orders from, and transact Invoices back to, HMRC over the Ariba Network. Successful suppliers will be required to register with HMRC on the Ariba Network with an Enterprise Account.
- 4.3.52.2 The Supplier shall not raise an invoice without having procured a purchase order number generated with HMRC's e-Portal trading system (myBUY) in accordance of this Agreement and that discrete purchase order numbers shall be used in respect of each Service and each Order.
- 4.3.52.3 The Supplier shall prepare and provide to the Authority for approval of the format a template invoice within ten (10) Working Days of the Effective Date together with such other information as the Authority may reasonably require to assess whether the Charges that will be detailed therein are properly payable. If the template invoice is not approved by the Authority then the Supplier shall make such amendments as may be reasonably required by the Authority.
- 4.3.52.4 The Supplier shall ensure that each invoice contains the following information:
- a. the date of the invoice;
 - b. a unique invoice number;
 - c. the Service Period or other period(s) to which the relevant Charge(s) relate;
 - d. the correct reference for this Agreement;
 - e. the reference number of the purchase order to which it relates;
 - f. the dates between which the Services that are the subject of each of the Charges detailed on the invoice were performed;
 - g. a description of the Services;
 - h. the pricing mechanism used to calculate the Charges (such as Guaranteed Maximum Price with Target Cost, Fixed Price, Time and Materials etc);
 - i. any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;
 - j. the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Authority under the terms of this Agreement, and, separately, any VAT or other sales tax payable in respect of each of the same;
 - k. details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
 - l. reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);
 - m. a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - n. the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
 - o. For Service Charges charged on a Fixed Price Mechanism, the invoice shall contain the "top line" detail of the relevant Service; and
 - p. for Service Charges charged on a consumption basis, the Supplier shall use the measurement period from the 16th of the preceding Service Period to the 15th of the Service Period to which the invoice relates.
- 4.3.52.5 The Supplier shall on the first Working Day of the Service Period following the Service Period to which the proposed invoice relates, submit to the Authority:
- a. in a format specified by the Authority, a draft schedule of Charges payable for the Services performed by the Supplier in the preceding Service Period; and

- b. all applicable Supporting Documentation (in a format specified by the Authority). Any assessment by the Authority as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Authority any other documentation reasonably required to the Authority from time to time to substantiate an invoice.
- 4.3.52.6 Each draft schedule of Charges will be submitted using the Authority's electronic transaction system. The Parties shall endeavour to agree the draft schedule of Charges within five (5) Working Days of its receipt by the Authority, following which the Supplier shall be entitled to submit its invoice via the electronic transaction system.
- 4.3.52.7 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

4.3.53 Social Value

- 4.3.53.1 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area.
- 4.3.53.2 The Supplier may be required to identify, initiatives will may include:
- Creating supply chain opportunities for SME's;
 - Appointment of apprenticeships;
 - Providing additional opportunities for individuals or groups facing greater social or economic barriers;
 - Recruitment of locally engaged labour;
 - Recruitment of long-term unemployed labour;
 - Recruitment of NEET's labour;
 - Recruitment of local supply chain partners;
 - Procurement and sourcing of sustainable Services and products;
 - Encouraging ethical and fair trade procurement; and
 - Encouraging community engagement
- 4.3.53.3 **COMMUNITY BENEFITS**
- 4.3.53.3.1 The Supplier shall ensure that they adopt a positive stance on delivering community benefits throughout the life of the Contract.

4.3.54 The Public Sector in the UK

- 4.3.54.1 The public sector in the UK is committed to the delivery of high quality public services and recognises that this is critically dependent on a workforce that is well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service.
- 4.3.54.2 Public Bodies in the UK are adopting fair work practices, which include:
- A fair and equal 'pay policy' that includes a commitment to supporting the Living Wage, including, for example being a 'Living Wage Accredited Employer';
 - Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to 'Modern Apprenticeships' and the development of the UK's young workforce;
 - Promoting equality of opportunity and developing a workforce which reflects the population of the UK in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
 - Support for learning and development; stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts;

- Flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance; and
- Support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give personnel an effective voice.

4.3.54.3 In order to ensure the highest standards of service quality in this Contract the public bodies in the UK expect Suppliers to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package.

4.3.55 Legislation and Policy

4.3.55.1 Legislative Requirements

4.3.55.1.1 The Supplier shall ensure that vehicles supplied pursuant to this Contract comply with Type Approval Law, in line with the timeframes specified by the EU Directive, European Community Whole vehicle Type Approval Law (ECWVTA), which is accessible via the following web link:

<http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>

4.3.55.1.2 The Supplier shall provide any relevant information required to the Authority to demonstrate compliance at the point of vehicle production with the requirements of the Clean and Energy Efficient vehicles Directive 2009-33-EC, or any future revised Directive, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>

4.3.55.1.3 The Supplier shall ensure that all vehicles produced and supplied pursuant to this Contract conform to all applicable legislation.

4.3.55.2 Policy Requirements

4.3.55.2.1 The Supplier acknowledges and agrees that in leasing and owning vehicles, central government Authorities are required to conform to the GBS for Transport and, as part of this, the Government Fleet Commitment to electrify 25% of in scope vehicles in central government department fleets by 2022. The GBS focus on encouraging the purchasing and leasing of the cleanest vehicles. The current standards are accessible via the web link:

<https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-transport-vehicles/government-buying-standards-for-transport-2017>

4.3.55.2.2 The Supplier shall assist the Authority to comply with any new arrangements introduced, if at any point the GBS for Transport and/or Government Fleet Commitment are amended or replaced (whether by enhancement, another agreement or by alternative government arrangements).

4.3.55.2.3 The Supplier shall conform to the quality management standards such as EFQM and ISO 9000 series, specified by the Authority as part of the Ordering procedure.

4.3.55.2.4 The Supplier shall comply with the following, at all times, during the term of this Contract and until the last Call-Off Contract expires:

- BS EN ISO 14001 Environmental Management System standard or equivalent; and
- European Directive 2000/53/EC on end of life/use vehicle for passenger cars within the M1 category and light commercial vehicles within the N1 category, which is accessible via the following web link:

<http://ec.europa.eu/transport/themes/urban/vehicles/directive/>

4.3.55.3 Sustainability

4.3.55.3.1 The Supplier shall support the Authority to meet the Government agenda in terms of business sustainability, which requires consideration of commercial needs and making a positive impact on society and the environment, both locally and globally, as detailed in Joint Schedule 5 (Corporate Social Responsibility).

4.3.55.3.2 The Supplier shall reduce or continue to reduce the environmental impact of their operations throughout the term of this Agreement

4.3.55.3.3 The Supplier shall support the Authority in meeting their obligations to the Greening Government Commitments, which are accessible via the following web link:
<http://sd.defra.gov.uk/gov/green-government/commitments/>

4.3.56: Call-Off Special Schedule – Risk Management Additional Terms

The Supplier is required to deliver the Services at set out in Appendix 4 (Risk Management Additional Terms Contract Addendum)

Appendix 1 – Replacement Volumes

Redacted

Appendix 2 – Fleet Management System Technical Standards

Requirement	MoSCoW
The vendor must be viewed as commercially viable (business stability, number of years trading, etc.)	must
The vendor should have a mature product roadmap.	should
The vendor's maturity should be recognised in the market. Please provide links to current Gartner / Forrester / Other Industry Metrics.	should
There must be an appropriate procurement route for the solution.	must
The industry standard capabilities HMRC is seeking should be delivered out of the box and not require significant customisation.	should
The solution must have user interfaces that are easy and familiar to use and are compliant with HTML 5 UI standards.	must
The solution must provide device agnostic UI support (Desktop, Tablet, Laptop, Notebook, Mobile)	must
The solution UI must be compatible with all standard HMRC browsers (Chrome /Edge/Mobile Safari) and should not require the install of plugins.	must
Any mobile applications for use by HMRC staff must be supported on Apple iPhone and implement Intune MAM controls.	must
The solution must be compliant to current accessibility standards including WCAG 2.1AA	must
Data must be encrypted at rest. Ideally this will be AES256 or equivalent.	must
Data must be encrypted in transit. This will be to at least TLS 1.2.	must
All user actions and automated system actions should be logged to ensure security is not compromised.	should
Supplier staff should have no access to customer data.	should
HMRC could be able to bring its own encryption keys.	could
The product must support the use of OAuth (preferred) or SAML integration with HMRC's AzureAD for user authentication.	must
The product should support externalisation of role allocation.	should
The product must support a method of provisioning user data.	must
Information Lifecycle Management policies should be implementable for all data retained within this product.	should
The solution must conform with legislative data standards E.g. GDPR, Data Protection, etc.	must
The solution should support a mechanism for mass export of data via an industry standard format (JSON, MYSQL, etc.)	should
The solution should support out of the box integrations with relevant systems (e.g. Service Desk, Splunk, AzureAD, SAP, Pega, Office 365).	should
The solution should integrate with Secure Data Exchange Services if required.	should

The services within the solution platform must utilise lightweight protocols (e.g.: SOAP / RESTful APIs) based on open standards.	must
The solution must be supported on AWS or Azure, and should be supported on both.	must
The solution must not depend on any Azure/AWS services HMRC is unable to support.	must
The solution should be compatible with infrastructure as code deployment methods.	should
The solution should support immutable infrastructure where appropriate.	should
The solution should support HMRC current or preferred Operating Systems (RHEL/Windows) and Databases (MySQL, Mongo, etc.)	should
The solution should be easily migrated between hosting environments. (e.g. Physical to Virtual, Virtual to Cloud, or Between Cloud Providers such as AWS and Azure).	should
The solution must be hosted in the UK.	must
Data must be logically separated between customers.	must
Data should be uniquely encrypted per customer.	should
The solution must meet the required SLAs and NFRs, including HA and fault tolerance.	must
All solution services and components should be accessible and controllable in a programmatic fashion.	should
The solution should support utilisation based charging.	should
The solution should support the open telemetry standards to enable monitoring.	should
The service must have appropriate protections against external attacks (DDoS, SQL Injection, etc.).	must
Security logs must be searchable, actionable and exportable to external systems.	must
The solution could support VPN connectivity for integration.	could
Any VPN connectivity should support the CESG PRIME standards.	should
Service interactions within the solution Platform will be traceable and should be monitored end to end.	should
The product should provide Development Services and API Gateways that can be utilised by external development tools and services.	should
The solution should provide configurable options for Release Management out of the box.	should
If Release Management functions are provided the Solution should provide Packaging and Versioning Options out of the box.	should
If Release Management functions are provided, the product should provide integration with Continuous Integration and Continuous Deployment Tools (such as Jenkins) out of the box.	should
If Release Management functions are provided, the Solution should integrate with source code management tools (such as GitHub) out of the box for Package and Version Management.	should

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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Appendix 3 – Security Standards

Physical Security

Please consider: the effect of topographic features and landscaping on perimeter security; the possibility of being overlooked; the ease of access and communications; the existence and proximity of public rights of way and neighbouring buildings; the existence of emergency and evacuation routes from adjacent buildings; the implications of shared accommodation; the location of police and emergency services; the build of the structure.

Building Security - There should be as few points of exit and entry as possible but in line with Health & Safety and Fire Regulations. Where exit and entry points exist then physical security controls, such as window bars, grilles shutters Security Doors etc may be installed. The effectiveness of these protection measures may be enhanced by the use of Intruder Detection Systems (IDS), CCTV or Guard Service.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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Physical Security	Requirements	Recommended
Secure Rooms	Construction in line with CPNI guidance; locked during 'silent hours' and keys/combinations secured. Sufficient CPNI-Approved lockable storage for material at OFFICIAL or above. Intruder alarm with key holder response.	Intruder alarm with police response. Appropriate automated access control system.

Framework Ref: RM6096 Vehicle Lease, Fleet Management and Flexible Rental Solutions

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

Physical Security	Requirements	Recommended
Perimeter Security		CCTV Coverage to identify intruders with adequate lighting for night-time operation. Use of fencing that offers a degree of resistance to climbing and to deter an opportunist e.g. anti-intruder fencing. Manned guarding to be considered.
Physical Access - secure areas	Visitors limited to those with a business need, issued with identifying badges upon arrival and escorted at all times.	A visitor log maintained and visitors sign in and out.

Framework Ref: RM6096 Vehicle Lease, Fleet Management and Flexible Rental Solutions

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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Physical Security	Requirements	Recommended
Building	<p>Constructed of robust building materials typically, brick or lightweight block walls.</p> <p>External doors of solid construction, locked during silent hours and linked to intruder detection system.</p> <p>Access to keys must be checked and any lock combinations changed at regular intervals not exceeding 12 months. A record of key/combination holders must be maintained.</p> <p>The number of keys to a lock must be kept to a minimum. Spare keys must not be held in the same container as 'working keys'.</p> <p>The premises must be locked during 'silent hours' and keys secured.</p> <p>Intruder alarm with key holder response.</p> <p>Windows double glazed or similar unit with locks.</p> <p>Emergency exit doors included on intruder detection system.</p>	<p>Security Keys should not be removed from the premises.</p> <p>Intruder alarm with police response.</p> <p>Power outage alarm with key holder response.</p> <p>Appropriate automated access control system.</p>
Environmental	<p>Fire risk assessment must be carried out.</p> <p>Uninterruptible power supply for security and health & safety equipment.</p>	Smoke detection system e.g. VESDA.
Transport and Storage	<p>Appropriate CPNI-Approved lockable storage for HMRC material.</p> <p>Point to point transfer of all HMRC material using CPNI-Approved locked containers and (where necessary) solid sided vehicles.</p>	HMRC "trusted hand" using named individuals.

IT Security

IT Security	Requirements	Recommended
Cyber Essentials	It is mandatory for HMG suppliers to demonstrate that they meet the technical requirements prescribed by Cyber Essentials.	Cyber Essentials Plus with independent assessment and certification.

Framework Ref: RM6096 Vehicle Lease, Fleet Management and Flexible Rental Solutions

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

IT Security	Requirements	Recommended
Authorisation	Users and Administrators must be authorised to use the System/Service. Higher privilege access accounts should be tightly controlled and only assigned to authorised individuals.	
Authentication ¹	Individual passwords must be used to maintain accountability; Robust passwords should be used, that are designed to resist machine based attacks as well as more basic guessing attacks. Passwords must be stored in an encrypted form using a one-way hashing algorithm. Passwords must be able to be changed by the end user, if there is suspicion of compromise. Passwords must be changed at least every 3 months.	Machine-generated passwords. Multi-factor authentication should be considered for exposed environments and remote access. Passwords for privileged accounts/users (Administrators) etc. should be changed more frequently than every 3 months.
Access Control	User access rights to HMRC information assets must be revoked on termination of employment. Audit logs for access management in place showing a minimum of 30 days of activity.	

¹ Authentication is the process by which people “prove” to the system that they are the person they claim to be. There are three possible authentication factors: Passwords (something a person knows), tokens (something a person possesses), and biometrics (something a person inherently is or how they behave).

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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IT Security	Requirements	Recommended
Malware Protection ²	<p>Malware protection software should be installed on all computers connected or able to connect to the Internet. It must be regularly updated in line with vendor recommendations or at least daily and should be configured to scan files on access and perform regular scans of all files at server and desktop level (PC/Laptop etc). It should also be configured to identify and block access to known malicious websites. Security Operating Procedures (SyOps) must ensure that malware protection is kept up to date. Anti-Virus Administrators and users should be trained on use of AV software.</p> <p>Users should receive awareness training so that they are aware of risks posed by malicious code from the use of email and attachments, internet and removable media (CD, DVD, USB devices etc).</p> <p>All users, systems and services must be provided on a least privilege basis to reduce the potential for accidental introduction of malicious code.</p> <p>For systems attaching to HMRC network, dual layered malware protection and detection capability.</p>	<p>Consideration should be given to allowing privilege users (System Administrators) to only use a limited 'non-privilege role' to conduct vulnerable operations such as browsing or importing via removable media.</p> <p>Dual layered malware protection and detection capability.</p> <p>Malware protection software should be configured to update automatically or update through the use of a centrally managed deployment. Systems and services holding assets with a Government Security Classification of Secret are expected to be air-gapped and will therefore require malware protection to be configured manually.</p>

² CESG Good Practice Guide No 7 provides information on the threats and vulnerabilities and risks associated with malicious code and also provides guidance on appropriate risk management measures.

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IT Security	Requirements	Recommended
Network Security	<p>Information, applications and computers within the organisation's internal networks should be protected against unauthorised access and disclosure from the internet, using boundary firewalls, internet gateways or equivalent network devices.</p> <p>Boundary controls should have content checking and a blocking policy in place e.g. firewalls. As a minimum the default administrative password for network devices such as Firewalls should be changed to a strong password comprising of a minimum of 8 characters. All unnecessary services should be disabled/'blocked' by default at the boundary firewall. It is important that Firewall rules that are no longer required are disabled/removed timeously, for example when a service is no longer required.</p> <p>The administrative interface used to manage boundary firewall configuration routinely must NOT be accessible from the Internet.³</p>	<p>Dual paired firewalls, different vendors.</p> <p>Anomaly detection capability e.g. Network intruder detection system.</p>
Patch Management	<p>Software should be patched and devices, systems, operating systems and applications should be 'locked down' to remove unnecessary services and functionality. File types should be limited.</p> <p>All Critical security patches should be deployed timeously and in line with vendor recommendations. The deployment of Important i.e. less critical patches should be deployed on the basis of risk.</p>	
System Documentation	<p>System designs/architectural blue prints and network designs should be protected from unauthorised access, loss and destruction.</p>	

³ It is envisaged that systems holding Secret assets will not be supported by a remote administrative and will not be Internet facing.

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IT Security	Requirements	Recommended
Disposal of media	HMRC information assets must be sanitised in line with HMG IA Infosec Standard 5 Secure Sanitisation. Your CESG contact can provide further information.	
Technical Testing	IT health check aka penetration testing for front facing internet services delivered to HMRC.	Consideration for regular IT health check of application and infrastructure services delivered to HMRC.
Use of Laptops and removable recordable media.	Laptops holding any information supplied or generated as a consequence of a Contract with HMRC must have, as a minimum, a FIPS 140-2 approved full disk encryption solution installed. Approval from HMRC must be obtained before information assets are placed on removable media ⁴ . This approval must be documented sufficiently to establish an audit trail of responsibility. All removable media containing information assets must be encrypted. The level of encryption to be applied is determined by the highest HM Government Security Classification of an individual record on the removable media. Unencrypted media containing HMRC information assets must not be taken outside secure locations; the use of unencrypted media to store HMRC information assets must be approved by HMRC.	

Personnel Security

Personnel Security	Requirements	Recommended
Security Clearance	Pre-employment checks should meet the Baseline Personnel Security Standard (BPSS) and must be completed for all staff with potential or actual access to HMRC assets.	See www.gov.uk specifically the link to the Disclosure & Barring Service for more information.

⁴ The term drives includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media and external hard drives.

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Personnel Security	Requirements	Recommended
	Security Clearance for all staff with access or potential access to material with a Government Security Classification of SECRET.	Staff with privileged system access (system administrators) to have Developed Vetting Clearance.
Confidentiality Agreements	Confidentiality Agreements (CA) must be completed by all staff with potential or actual access to HMRC information assets as requested.	
Security Awareness Training	All staff must undergo security awareness training and be familiar with HMRC security policy, standards and guidance. There must be a plan in place, endorsed and owned by a named individual at Board Level, to ensure refresher training takes place at least annually.	Board members and senior management should be able to demonstrate their commitment to security through a variety of mechanisms.
Joiners and leavers	Process to ensure individuals are appointed to clearly defined roles with appropriate access rights only. Leavers' access rights to systems and premises are removed on termination of employment.	

Process Security

Process Security	Requirements	Recommended
Disciplinary Process	There must be an organisational disciplinary process. Staff must be briefed on this and the penalties that may result from failure to comply with documented security policies	
Security Policies, Processes and Procedures	Where the contract requires you to hold HMRC assets at Secret or above you MUST ensure there is a relationship at senior management level between your organisation and CESC.	Obtain the services of a CLAS consultant to help you through the bidding process and, if successful, the early stages of contract award.

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Process Security	Requirements	Recommended
	<p>Procedures in place to determine whether any compromise of HMRC assets e.g. loss or modification of information, software and hardware has occurred.</p> <p>Procedures for the handling and storage of HMRC information assets must be established to protect from unauthorised disclosure and/or misuse. End of day procedures must ensure that HMRC assets are adequately protected from unauthorised access.</p> <p>A clear desk policy must be enforced.</p> <p>Procedures must be in place to ensure HMRC's assets are segregated from any other Client's assets held by the contractor.</p> <p>Procedures for the secure disposal of the HMRC's assets must be in place. Where HMRC assets are held at SECRET all staff and visitors must visibly wear an identifying pass while on site.</p> <p>Where HMRC assets are held at SECRET portable media devices must be excluded from the secure area.</p> <p>A challenge culture must be fostered, so that staff or visitors not wearing a pass are challenged. Where an access control system is in operation tailgating must be discouraged.</p> <p>Where required HMRC assets must be destroyed in line with the Security Policy Framework. Further guidance on storage and destruction of media is available from CESG.</p>	
Transfer of HMRC Data	<p>Any proposed transfer of HMRC data must be approved by HMRC in writing. If the Contractor is unsure whether approval has been given, the data transfer must not proceed.</p> <p>Where data transfers are necessary in the performance of the Contract, they should be made by automated electronic secure transmission via the Government Secure Internet (GSI) with the appropriate level of security control. Individual data records (unless as part of a bulk transfer of an</p>	<p>Whenever possible, putting data on to removable media should be avoided. Where this is unavoidable, hard drives and personal digital assistants, CD-ROM/DVD/floppy/USB sticks are only to be used after discussion and agreement with HMRC in advance of any such transfer.</p>

Framework Ref: RM6096 Vehicle Lease, Fleet Management and Flexible Rental Solutions

Project Version: v1.0

Model Version: v3.0

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Process Security	Requirements	Recommended
	anonymised respondent survey data) will require specific transfer arrangements. Transfer of aggregated data such as results, presentations, draft and final reports may also need discussion and agreement, again in advance of any such transfer.	If the use of removable media is approved, data must be written to them in a secure, centralised environment and be encrypted to HMRC's standards. If you anticipate transferring data on removable media during the delivery of this project please set out your proposed transfer procedures.
Incident Management	Arrangements must be in place for reporting security breaches to the asset owner.	
List X	<p>Further information on List X is available at www.gov.uk.</p> <p>A List X accreditation may just cover a floor, a room or even a particular piece of secure furniture and may be for a specific purpose.</p> <p>Note: If you do have a List X accreditation, please keep responses generalised for the purposes of completion of this question.</p>	

Business Continuity

Business Continuity Requirements	Requirements	Recommended
Business Continuity Management	3 rd party suppliers should provide HMRC with clear evidence of the effectiveness of its Business Continuity management arrangements and alignment with recognised industry standards, by assessing risks to their operations and producing and maintaining business continuity documentation.	

Framework Ref: RM6096 Vehicle Lease, Fleet Management and Flexible Rental Solutions

Project Version: v1.0

Model Version: v3.0

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Cryptography

Government Cryptography	Requirements	Recommended
Cryptographic Material	Information on this subject will be available from your contact in CESG.	

Framework Ref: RM6096 Vehicle Lease, Fleet Management and Flexible Rental Solutions

Project Version: v1.0

Model Version: v3.0

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Appendix 4 – Call-Off Special Schedule – Risk Management Additional Terms Contract Addendum

Specification of Risk Management Services

The Supplier shall provide all, or some, of the following Risk Management Services, as specified by the Buyer in writing from time to time. The Services shall be performed, whether in whole or in part, by the Sub-contractor but the Supplier shall remain responsible for the acts and omissions of the Sub-contractor as though they were its own.

The Buyer and the Supplier shall mutually agree the processes and procedures which support the provision of these Risk Management Services and such will be documented in writing during the implementation of the Risk Management Services following signature of the Call-Off Contract.

Any capability statement, description of services or advertising issued by the Supplier or the Sub-contractor in relation to the Services are issued or published for the sole purpose of giving an approximate idea of the Risk Management Services. No such materials form part of the agreement or shall have any contractual force.

1. Driving Licence Validation (the DVLA Service)

- a. This driving licence validation service captures a Driver's driver number and validates it against either the DVLA or DVA database.
- b. The validation process shall identify, but is not limited to, the following areas of risk;
 - i. Non-licence holders
 - ii. Provisional entitlements
 - iii. Expired entitlements
 - iv. Number of penalty points
 - v. Disqualified drivers
 - vi. Drink driving offences
 - vii. Expired photo-cards
- c. Drivers shall be asked to complete a Data Processing Declaration (a mandate with the DVA) either online through the Sub-contractor's platform, via a manual paper Data Processing Declaration or a mix of online and manual paper depending on the Buyer's requirements. The driver number will then be validated against either the DVLA or DVA database.
- d. Once the completed data protection Data Processing Declaration is received from a Driver and processed by the Sub-contractor the results shall be made available to the Buyer via the Sub-contractor's platform.
- e. Once the driving licence checking procedure has commenced, the Buyer shall not be entitled to any refund in respect of Fees payable in relation to the licence

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validation services in the event the Buyer elects to amend the Driver named for the verification services.

- f. The Buyer may request that automated recheck policies are set up and any required settings shall be reflected in the Sub-contractor's platform.
 By way of an example, the following is a typical automatic re-checking model:
 - 0 – 3 points on licence = annual check
 - 4 – 7 points on licence = bi-annual check
 - 8 points + on licence = quarterly check
- g. The Buyer may also request that automated reminders and alerts are set up, which may include but is not limited to:
 - i. Data Processing Declaration not completed reminders
 - ii. Data Processing Declaration renewal reminders
 - iii. Manager notifications for banned, revoked and expired licence results
 - iv. Manager escalations for drivers who have not completed a Data Processing Declaration
- h. Northern Ireland and Foreign License Checking. If a Driver enters an NI driver licence number then the system will request that a Data Processing Declaration (mandate) be printed and signed by the Driver and sent to the Sub-contractor. On receipt the Sub-contractor will send the completed Data Processing Declaration (mandate) to the DVA to request a licence check and will manually enter the results into the platform. A Driver can also declare they are a foreign licence holder. If a foreign licence check is required, a copy of all elements that constitute a licence for that country will be required from the Driver. Expiry dates and entitlements can be checked and a copy of that licence on the Driver's profile. Upon request, a licence check with the DVLA can also be undertaken to identify any offences committed since the Driver has been in the UK.
- i. License Checking Management Reports. The Buyer will be able to access a reporting dashboard facility with access limited to restricted user profiles. User profiles will allow the viewing of all Customer data.

2. Grey Fleet Management

- a. Within the Sub-contractor's platform is the option to use a grey fleet management tool with settings configured as required by the Buyer where possible.
- b. The grey fleet assessment is a self-declaration by the Driver on vehicle information, tax expiry, MOT expiry and insurance details and this is all included within the Driver's individual profile within the Sub-contractor's platform. The Sub-contractor's platform allows for the uploading by the Driver of

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documentation to support the information a Driver has provided. The requirements for document uploading for each Driver shall be configurable to the Buyer's requirements.

- c. Following a Driver's completion of the self-declaration assessment using the tool, the Sub-contractor will validate the information and documentation provided using a manual process. The validation process shall include a check of the Driver's insurance, tax and MOT for the vehicle the Driver has provided details for. Validation results will be recorded within the Sub-contractor's platform.
- d. Reminders and alerts can be set up for both Drivers and managers as agreed with the Supplier.

3. Online Risk Assessments & E-Learning

- a. This service includes a secure interactive online learning environment that develops each Driver's knowledge and challenges their driving attitude and behaviour.
- b. Online subjects shall include but are not limited to;
 - i. Hazard anticipation
 - ii. Dealing with hazards
 - iii. Speed awareness
 - iv. Attitude and driving behaviour
 - v. Concentration
 - vi. Parking and loading
 - vii. Breakdowns and collisions
 - viii. Ecological and economic driving
 - ix. Junctions, signs and markings
- c. Each of the subjects are linked with the 'Online Driver Risk Assessment' whereby the assessment results will trigger appropriate and targeted online training based on each Driver's identified needs and where required by the Buyer.
- d. The Sub-contractor sets up the frequency of assessments, as well as any mandatory e-learning modules and the type of assessment (van or car) as required and agreed in writing by the Supplier and the Buyer. The e-learning modules can be set up as a standalone product.
- e. Following completion by any Driver of the Online Driver Risk Assessment, there shall be visibility of the results for that Driver, via the Sub-contractor's platform. The Driver will be notified of any requirement for e-learning training if necessary and shall be auto-enrolled in such training where applicable. The Supplier shall

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make every effort to recommend and provide appropriate training based on the results of any such assessment. If the Buyer feels that an alternative should be offered, the Buyer must inform the Supplier without delay.

- f. Reminders and alerts generated from the Sub-contractor's platform may be set up and managed as agreed in writing during implementation and thereafter.

4. On Road Driver Training

- a. On-road driver training may be provided upon request by the Buyer, with booking requests handled via the Sub-contractor's customer support team either by telephone or email, subject to the data provided.
- b. If the Buyer selects this service option, the Supplier shall arrange for the Sub-contractor to contact the Driver and agree a suitable date and location based on trainer availability and course type. A confirmation email will be provided to the Driver and any other person as required by the Buyer.
- c. Unless otherwise agreed, it is expected that the Buyer shall provide the vehicle for the training. In the event that a vehicle is provided by the Supplier or its Sub-contractor a separate fee may be charged to the Buyer.
- d. In the event of cancellation of training, the Buyer will be liable for the following standard cancellation charges:
 - i. If the Buyer or the Driver wishes to reschedule or cancel attendance and the Sub-contractor is notified with less than 5 full working days of the course date, 100% of the course charges will be charged to the Buyer.
 - ii. If the Buyer wishes substitute another Driver to avoid the cancellation charges this is permissible for no extra charge.
- e. Training will be provided from a convenient and suitable address agreed between the Driver and the Sub-contractor (typically a home or work address). The Supplier shall not be responsible for the Driver's costs in reaching the venue agreed for the training. The training venue may need to be inspected by the Supplier or its Sub-contractor (during Business Hours) in the event that it needs to comply with the needs of an awarding body.
- f. Before any on road training commences, the Buyer shall ensure that any Driver that has been selected to attend the training complies with the following requirements:
 - i. An original driving licence and proof of eligibility must be provided;
 - ii. The Driver must not be unfit to drive (whether due to alcohol, drugs or for any other reason);

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- iii. The vehicle provided by the Buyer must, at all times during the training, be in a fully legal and roadworthy condition, fully taxed, with an MOT (if applicable) and with full comprehensive insurance cover (which shall extend to covering The Supplier or its representatives whilst in the vehicle);
- iv. The Driver must arrive on time. If the Driver arrives late and the training is cut short it may be insufficient to award the Driver any relevant certification (if applicable).
- v. The Driver must be wearing appropriate attire for the training they have been scheduled to undertake. If the trainer, in his/her reasonable opinion, believes that the Driver is not appropriately attired, the trainer may refuse to supply the training. The Sub-contractor shall be able to provide more information about what may be considered inappropriate, but it may include unsuitable footwear, such as high heeled shoes, oversized slipper style boots, flip flops, wellington boots or similar;
- vi. The Driver must comply with all of the reasonable instructions of the trainer.

No refund or credit shall be provided in respect of the Fees for any Driver training that is aborted due to any of the above not being complied with.

Neither the Supplier, nor its Sub-contractor, shall be responsible for the purchase of any insurance, road tax, fuel, tolls and other road pricing mechanisms and other consumables relating to the Buyer vehicles used during provision of the Risk Management Services.

- g. The training results shall be uploaded and stored on the Driver's record within the Sub-contractor's platform. These training result reports will typically include a risk rating for the Driver of low, medium or high risk and include detail about what content was covered on the course and driver feedback. The Buyer will be advised if a Driver is identified as high risk as soon as possible.
- h. A range of on-road courses may be available to the Buyer to purchase, some of which can be delivered as a half day or full day course and on a 1:1 or 2:1 driver to trainer basis. These courses include, but are not limited to:
 - i. Real World Combination course
 - ii. Speed Awareness course
 - iii. UK Familiarisation course
 - iv. Post-Collision review course
 - v. Parking and Manoeuvring course

If the Buyer wishes to purchase one of these courses, or any other course available from time to time, it should contact the Supplier to facilitate the training.

5. Fleet Risk Workshops

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Project Version: v1.0

Model Version: v3.0

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- a. Classroom based workshop training may be provided where requested by the Buyer, with booking requests handled by the Sub-contractor's customer support team.
- b. The Sub-contractor will contact the Driver or the Supplier's customer contact by email or telephone, subject to data provided, and will agree a suitable date and location based on the number of delegates, trainer availability and course type. The Sub-contractor will send a confirmation email to the Driver and any other person as required by the Buyer.
- c. In the event that the Buyer wishes to amend the number of delegates, the Buyer must obtain the prior written consent of the Supplier / the Sub-contractor. It may not always be possible to amend the number of delegates and where consent is granted, an additional charge may be levied and agreed with the Buyer in advance.
- d. Where the training is provided on Customer premises, the Buyer shall be asked to provide all reasonable training facilities, including, but not limited to: flip charts, a projector, whiteboard and markers and light refreshments. It shall be the Buyer's responsibility to ensure that such training facilities are suitable. The Supplier shall not be responsible for the Driver's costs in reaching the venue agreed for the training.
- e. In the event of cancellation of training, the Buyer will be liable for the following standard cancellation charges:
 - i. If the Buyer or the Driver wishes to reschedule or cancel attendance and the Sub-contractor is notified with less than 5 full working days of the course date, 100% of the course charges will be charged to the Buyer.
 - ii. If the Buyer wishes to substitute another Driver to avoid the cancellation charges this is permissible at no extra charge.
- f. The Risk Management Fees for this service are based on workshops being delivered at the Buyer's premises, however if required alternative external venues may be arranged with any additional Risk Management Fees being agreed between the Buyer, the Supplier and the Sub-contractor before confirmation of booking.
- g. Details of workshop training shall be uploaded and stored on the Driver's record within the Sub-contractor's platform.
- h. A range of workshops, some of which can be delivered as a half day or full day course, are usually on a 15:1 driver to trainer basis, can also be available to the Buyer for an additional fee. These courses include, but are not limited to:

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- i. **Safe Culture Workshop** – designed for all drivers regardless of experience. Beneficial for low mileage, ‘low risk exposure’ drivers or as a foundation course for practical on-road training.
- ii. **Line Managers’ Workshop** – gives managers an overview of their responsibilities when running a fleet. Also provides line managers with a greater understanding of their responsibilities surrounding non-compliance with the Buyer’s policies.
- iii. **Pit Stops** – ‘bite size’ road safety presentations, generally held at the Buyer’s premises, unless agreed otherwise. Each ‘Pit Stop’ lasts a maximum of thirty minutes and can be run several times during the day. Topics include but are not limited to:
 - Drink driving and the morning after
 - Speed control
 - Fuel saving/eco-driving techniques
 - Hazard awareness
 - Parking and manoeuvring
 - Mobile phones
 - Winter driving

In relation to any training provided by the Supplier (whether on road, classroom based or online) the following may also apply where applicable:

- a. Where any kind of residential training is provided (where Drivers stay for one night or more), Drivers should be made aware that they may be required to complete homework during the evening and should make themselves available accordingly. Where such homework is not completed, the Driver may not benefit as expected from the training and where applicable may not be awarded the relevant certificate.
- b. It is possible to fail the courses supplied. The Sub-contractor’s decision shall be final. No refund will be given in the event of failure.
- c. Delegates attending the courses provided are not entitled to become or use the title of an authorised trainer and no reference must be made to being authorised by the Sub-contractor. For this avoidance of doubt, this includes where any ‘train the trainer’ training is undertaken.
- d. If the Buyer requests training which is different to that set out above then an addition Fee may be chargeable and the training provided shall be at the Buyer’s own risk.
- e. Whilst businesses who have undertaken training generally experience positive results, neither the Supplier nor the Sub-contractor is able to guarantee any specific results, such as the reduction in fuel consumption or that a Driver shall suffer less collisions.

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6. Bespoke Driver Training and Consultancy

- a. Consultancy and bespoke driver training, workshops and risk management programmes on an ad hoc basis may also be arranged as requested and discussed with the Supplier. A price on request for these additional Risk Management Services shall be agreed from time to time following discussions to understand the Buyer's requirements.

7. Online Management

- a. Role-based access to the Sub-contractor's platform shall be arranged at no additional charge to the Buyer. The Sub-contractor shall use reasonable endeavours to ensure that their platform is available 24 hours a day, 7 days a week, however this is subject to downtime for planned or emergency maintenance and access is also dependent on the Buyer's own network and internet connectivity services.
- b. It may be possible, upon the Buyer's request to customise certain elements of the Sub-contractor's platform and the platform may include the Supplier branding and/or the Buyer's branding (at an additional cost), which shall be mutually agreed in advance of launch by the Supplier, the Sub-contractor and the Buyer.
- c. Any downtime requirements for maintenance (whether planned or in an emergency) shall be communicated to the Buyer in advance or as soon as is reasonably practicable.
- d. The Sub-contractor's platform features include, but are not limited to, the following:
 - i. LiveView real-time driver profiling
 - ii. A suite of management reports
 - iii. Driver and manager alerts and reminders
 - iv. Activity audit log

8. Policy & handbook review and recommendations

This additional and optional service may be provided for an additional fee.

- a) A single review of a Customer's driving-related policies and communications;
- b) Any areas of improvement identified and communicated;
- c) Wider best practice and changing/new legislation that would impact the Buyer to be communicated;
- d) Consultative support on practical ways to improve the policy and communications.

9. Full risk management audit

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This additional and optional service may be provided for an additional fee.

- a) A 2 day site visit to evaluate the Buyer's current risk exposure;
- b) All legal, financial and operational issues relating to work-related driving for the Buyer;
- c) Identify ways in which the Buyer is exposed to risk and the evidence behind this;
- d) A full report to be provided within ten Working Days identifying good practice and recommendations for improvement.

10. Consultancy

This additional and optional service may be provided for an additional fee.

- a) Ad-hoc support to the Buyer within a specific driving-related area;
- b) Such support by half-day and full-day at the fees set out in the Risk Management Order Form;
- c) Customer, the Supplier and the Sub-contractor to agree on objectives and timescales for each request.

11. Customer On-boarding

The Supplier shall provide the following on-boarding support within the Risk Management Fees (except otherwise stated below):

- a) Set up form and process of on-boarding shall be supplied to each Customer;
- b) The Supplier shall confirm the configuration details required to implement a new Customer to ensure they can use the Sub-contractor's platform;
- c) The Supplier shall obtain from the Buyer all of the required details and pass to the Sub-contractor for implementation;
- d) The Supplier shall keep the Buyer informed of any delays, issues, obstacles or concerns raised during the pre-launch process;
- e) Project launched once confirmed with the Buyer and signed off;
- f) The Supplier shall work with the Buyer to undertake a post-implementation review;
- g) The Supplier shall provide the Buyer (via the Sub-contractor as appropriate) with the following assistance as required;
- h) A pre-launch communication template (typically in email format);
- i) FAQs for Buyer's employees to access;
- j) Access to a helpdesk and administrative support facility which will include a dedicated phone number and email address for the Buyer;
- k) Sales support materials where available;
- l) Any other reasonable assistance as discussed and agreed between the Parties (the costs of which shall be met by the Buyer) from time to time, which might include awareness posters, attendance at seminars and roadshows.

12. Management Information

The Supplier shall provide the Buyer with real-time management information via the reporting dashboard of the Sub-contractor's platform which will include but is not limited to the following:

- Licence check Driver status;

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- Licence validation results from the DVLA;
- Grey Fleet vehicle listing;
- Driver E-Learning course status;
- Risk assessment results;
- Driver training enrolment and course completions;
- Compliance statistics across all Risk Management Services.

If it is commercially feasible to do so and supported by the Sub-contractor's capabilities, the Supplier may be able to provide further reporting facilities, which, depending upon the complexity of the request and the resources required to provide the additional information, may be at a further cost to the Buyer. If requested, the Parties shall discuss and agree the parameters of such additional information in writing if applicable.

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The Supplier shall provide to the Buyer the Risk Management Service subject to these supplemental terms and conditions.

1 DEFINITIONS

1.1 In these Supplemental Terms and Conditions, the following additional definitions apply:

“Company Vehicle”	any vehicle owned or leased by the Buyer;
Data Protection Declaration”	the driving licence information fair processing declaration form (D906/ADD), to be used by the Supplier as evidence that the record holder is fully aware that information from their driver record is to be obtained by the Supplier (or its Sub-contractor) from the DVLA, in accordance with the Call-off Special Schedule;
“Driver”	an employee of the Buyer or a person properly nominated by such employee, identified as such by the Buyer to the Supplier who is in possession of a valid driving licence issued by, on behalf of, or registered with the DVLA that, within the United Kingdom, entitles that employee to drive any vehicle assigned to that person by the Buyer for whatever purpose or that entitles that employee to drive their own vehicle(s) for the purposes of performing the business of the Buyer whether or not with the consent of the Buyer;
“Driver Documents”	documents to be completed by a Driver and provided to the Supplier which may include the Data Processing Declaration;
“DVLA”	the Driver and Vehicle Licensing Agency;
“DVLA Data”	the Driver data provided by the DVLA to the Supplier and/or the Sub-contractor pursuant to the terms of the agreement between the DVLA and the Sub-contractor and the agreement between the Supplier and the Subcontractor;
“DVLA Service”	the obtaining and transmission of the DVLA Data to the Buyer by the Supplier and/or the Sub-contractor;

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“DVLA Terms”	the additional terms applicable to the DVLA Service that originate from the contract between the DVLA and the Subcontractor which are required to be flowed down to the Buyer and/or its Drivers as applicable and which are set out in the Call-off Special Schedule;
“Grey Fleet Vehicle”	any vehicle registered in the name of a Driver or a vehicle (other than a Company Vehicle) which a Driver has permission to use that will be used by them in the course of their employment with the Buyer;
“Risk Management Fees”	the fee(s) for performance of the Risk Management Services as provided for in Paragraph 4 and Call-Off Schedule 5 and as revised from time to time;
“Risk Management Services”	the services more particularly described in Call-Off Schedule 20 which shall be provided by the Supplier and which include the DVLA Service;

2 Orders and Implementation

- 2.1 Once the Call-Off Order Form agreed and signed, no amendment shall be made to the Order Form except in accordance with the Variation Procedure in Joint Schedule 2.
- 2.2 The Buyer will complete any implementation documents reasonably required by the Supplier or its Sub-contractor to enable the Risk Management Services to be provided.
- 2.3 Drivers will also be contacted requesting the completion of the Driver Documents. If Drivers do not return the Driver Documents within a reasonable timescale (after at least two reminders being sent by the Supplier or its Sub-contractor) the Supplier shall notify the Buyer accordingly and the Supplier shall be released from any obligation to obtain information in respect of that Driver. The Supplier may charge the Buyer the applicable Risk Management Fees in relation to any Driver who has not successfully completed any Driver Documents required.
- 2.4 In the event that the Buyer wishes to order additional Risk Management Services during the Term, the Buyer will need to do this in accordance with the Variation Procedure in Joint Schedule 2.

3 Buyer Responsibilities

- 3.1 The Buyer shall:
 - 3.1.1 co-operate with the Supplier in all matters relating to the Risk Management Services;

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- 3.1.2 provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Buyer's premises, office accommodation, data (including information regarding the Drivers) and other facilities as reasonably required to enable the Supplier to perform the Risk Management Services provided that the Supplier shall never have access to the Buyer's premises which require additional security;
- 3.1.3 provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Buyer or a third party) reasonably required by the Supplier in connection with the Risk Management Services and ensure that they are accurate and complete;
- 3.1.4 use its best endeavours to ensure that each of the Drivers completes the Driver Documents, where applicable, when requested to do so by the Supplier;
- 3.1.5 comply with any additional responsibilities of the Buyer as set out in any other documentation provided by the Supplier, in particular shall comply with any necessary requests from the DVLA where they relate to the Buyer, including the DVLA Terms.

4 Fees

- 4.1 In consideration of the provision of the Risk Management Services by the Supplier, the Buyer shall pay the Risk Management Fees set out in Call-Off Schedule 5.
- 4.2 The Supplier shall invoice the Buyer on a monthly basis for all sums due for the Risk Management Services.
- 4.3 For the avoidance of doubt, Risk Management Fees in respect of any element of the Risk Management Services validly performed by the Supplier in respect of any Driver shall be payable irrespective of whether that Driver is a Driver or an employee of the Buyer at the date that the Supplier raises an invoice to the Buyer.
- 4.4 The Risk Management Fees will be reviewed twelve months from the effective date of commencement of the Risk Management Services and at the end of each twelve month period thereafter and may be increased to reflect any additional essential costs incurred by the Supplier in providing the Risk Management Service (including for the avoidance of doubt, any increase in the DVLA's or the Subcontractor's charges for the provision of any Driver licence verification).

5 Supplier Disclaimer and Buyer Acknowledgement

- 5.1 The Buyer acknowledges that the elements of the Risk Management Services are one facet of its overall health and safety policy and that any of the Risk Management Services are neither intended to replace nor discharge the Buyer's duty to manage its health and safety obligations whether pursuant to the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, the Corporate Manslaughter and Corporate Homicide Act 2007 or otherwise. In particular, the Risk Management Services are neither expressly nor impliedly an assurance or guarantee by the Supplier that any Driver is fit to drive at any time nor that their vehicle is roadworthy. Accordingly, the Supplier's liability pursuant to these Supplemental Terms and Conditions shall be limited to its obligation to provide the Risk Management Services in accordance with these Supplemental Terms and Conditions.

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- 5.2 Any information obtained from the DVLA will not show pending road traffic charges or non-motor related convictions of any Driver. The Buyer acknowledges that the information provided in respect of each Driver is correct only as at the time that it is provided by the DVLA.
- 5.3 The Buyer acknowledges that it remains the responsibility of each Driver to inform the Buyer of any matters that may be relevant to any entitlement that Driver may have to drive any vehicle for whatever purpose.
- 5.4 The Buyer further acknowledges that in the course of providing the DVLA Service, the Supplier (or its Sub-contractor) will act as the agent of the Buyer in:
 - 5.4.1 obtaining self-certification declarations from those employees determined by the Buyer to be Drivers of Grey Fleet Vehicles and notified to the Supplier as such in the agreed format;
 - 5.4.2 (if the DVLA Service is selected by the Buyer) obtaining from each employee determined by the Buyer to be a Driver and notified to the Supplier as such in the agreed format, a valid Data Protection Declaration that will allow the Supplier (via its Sub-contractor) to obtain the DVLA Data from the DVLA;
 - 5.4.3 reporting to the Buyer any information agreed by the Supplier and the Buyer to be relevant to any decision (whether or not made) by the Buyer to withdraw or suspend the Driver's entitlement to drive any vehicle assigned to the Driver by the Buyer for whatever purpose and/or the Driver's entitlement to drive their own vehicle(s) for the purposes of performing the business of the Buyer or otherwise amend the terms and conditions upon which any such entitlement is granted.
- 5.5 In addition to any limitations of liability in the Call Off Contract, the Supplier shall have no liability whatsoever in respect of any costs, charges, claims, demands, damages, losses, liabilities and expenses howsoever arising and incurred as a result of:
 - 5.5.1 any omission or false or misleading information given by a Driver on any self-certification form or Data Protection Declaration;
 - 5.5.2 any omission by the Buyer to notify the Supplier in the agreed format that a person should be considered to be a Driver subject to the terms and conditions of these Supplemental Terms and Conditions;
 - 5.5.3 any inaccuracies or omissions in the data supplied to the Supplier by the Buyer its employees, agents and contractors;
 - 5.5.4 any inaccuracies or omissions in the data supplied to the Supplier by the Driver;
 - 5.5.5 any inaccuracies or omissions, for whatever reason, in the data supplied to the Supplier by the DVLA;
 - 5.5.6 any events that occur between the dates upon which the Supplier requests information from the DVLA in respect of any Driver that, had they been known to the Buyer, may have resulted in the withdrawal suspension or amendment of that Driver's entitlement to drive any vehicle; or

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5.5.7 any investigation or prosecution by any government agency or other regulatory authority.

6 DVLA Terms

6.1 The Buyer acknowledges and agrees that the Supplier has appointed a Sub-contractor to aid its provision of the Risk Management Services to the Buyer. The Sub-contractor is required to enter into a contract with the DVLA pursuant to which they are required to ensure that all of the parties accessing the DVLA Data (as defined below), including the Supplier and the Buyer, comply with certain provisions of its agreement with the DVLA.

6.2 The Buyer agrees to comply with the DVLA Terms included in the Call-off Special Schedule insofar as they apply to the DVLA Service and any other applicable Risk Management Service.

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DVLA Terms

These are the terms that the DVLA require are followed by any organisations who access DVLA Data.

In the event of any inconsistency between these terms and the terms of the main body of the Call Off Contract, these terms shall prevail save where any provisions in the Call Off Contract afford any DVLA Data greater protection than under these terms.

Additional definitions that apply to these terms are as follows:

Conviction: means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 (as amended) by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) (as amended) or any replacement or amendment to that Order, or being placed on a list kept pursuant to the safeguarding of Vulnerable Groups Act 2006 (as amended);

Crown: means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies;

Fraud: means any offence under applicable laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Call Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown;

Malicious Software: means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

Permitted Purpose: means the purpose for which the Data is provided to the Sub-contractor for the fulfilment of an authorised enquiry as described in paragraph 2.1.

1 THE LEGAL BASIS FOR RELEASE OF DVLA DATA

The basis for release of the DVLA Data to the Sub-contractor is that it is necessary for the performance of a task carried out in the public interest or the exercise of an official authority vested in DVLA. This is in line with Data Protection Legislation. The requirements for this release are detailed in Appendix A. The basis for release of DVLA Data from the Sub-contractor to the Supplier or from the Supplier to the Buyer is that it is necessary for the performance of a contract.

2 BUYER CRITERIA FOR THE DVLA SERVICE

- 2.1 The Buyer will only be able to have access the DVLA Data if it can demonstrate a need to access the DVLA Data for a Permitted Purpose. Buyers that cannot prove a Permitted Purpose will not be granted access to the DVLA Data. Categories of business that meet this pre-requisite include:

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- a) employers of drivers;
- b) auto insurance companies (at point of claim only);
- c) car rental companies;
- d) fleet companies;
- e) intermediary companies that request the DVLA Data to provide services to third party Buyers that include the above business types.

- 2.2 The Buyer will only use the DVLA Data for the Permitted Purpose.
- 2.3 Where there is a change of or additional use of DVLA Data from that specified, the Buyer is required to detail in writing to the Supplier the proposed use of the DVLA Data and to identify to whom it will be provided and the media in which it will be made available. All requests are subject to written approval by DVLA (with proposed changes being submitted by the Supplier via its Sub-contractor in all cases).
- 2.4 The Buyer will notify the Supplier of any changes to their business need for access to the DVLA Service and of any changes to their business processes, which may impact how the DVLA Service is used.
- 2.5 The Supplier will only procure enquiries on those Drivers for which they are in receipt of a signed Data Protection Declaration.
- 2.6 Consent forms or mandates such as the previously used D796 form or similar paper or electronic forms ceased being valid from 25 August 2018. Consent forms or mandates such as the D796 form or similar paper or electronic forms cannot be used as evidence for any enquiries made after 26 August 2018. The D906/ADD form shall be used to make all enquiries from the 26 August 2018.
- 2.7 DVLA Data is supplied on the explicit basis that it should not be used for identity checking of any kind. If DVLA Data is provided to the Buyer, it is essential that this DVLA Data is only used to check entitlement to drive. The Driver must be made fully aware of who is accessing his/her information. The DVLA must approve any changes to the Driver's Data Protection Declaration, with proposed changes being submitted to the Supplier in all cases (unless otherwise agreed).

3 DATA PROTECTION LEGISLATION AS IT APPLIES TO THE DVLA SERVICE

- 3.1 The Supplier and the Buyer agree that the DVLA Data constitutes Personal Data which may include data relating to Convictions and Special Categories of Personal Data, as they relate to a living individual who can be identified directly or indirectly from the DVLA Data.
- 3.2 In the course of obtaining or procuring the provision of evidence from Drivers, the Driver shall be provided with the relevant privacy notices (which shall include the Supplier's and the Sub-contractor's) and the Buyer, Supplier and the Sub-contractor shall ensure that Data Subjects are aware of the legal basis for the release of Data. Data Subjects have rights to restrict the Processing of their Data in accordance with Data Protection Legislation. The DVLA, the Sub-contractor or the Supplier will, where they may become aware of it, provide written notification to the Buyer where a Data Subject wishes to invoke this right. In such cases, the Buyer must act immediately to ensure enquiries on such records are not submitted following such written notification.

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Model Version: v3.0

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- 3.3 The Buyer and the Supplier agree (and the Supplier shall procure that the Sub-contractor agrees) to take account of any guidance issued by the Information Commissioner's Office or the DVLA which applies to the DVLA Service. The Supplier may, on not less than 30 days' notice, to the Buyer amend the Call Off Contract or Call-Off Special Schedule in relation to the DVLA Service to ensure that it complies with any guidance issued by the Information Commissioners Office or the DVLA.
- 3.4 Each Party shall notify the other Party as soon as possible and in any event within a maximum of 24 hours of becoming aware, of any losses, compromise or misuse of the DVLA Data or any DVLA Data breach and keep the other Party informed of any communications about the incident with the individuals whose Personal Data is affected; the Information Commissioner's Office; or the media. Each Party understands that as the Data Controller it shall be responsible for taking any action necessary to resolve any such incident.
- 3.5 In accordance with Data Protection Legislation each Party shall retain each item of DVLA Data only for as long as is necessary with reference to the Permitted Purpose for which it was shared.
- 3.6 Each Party shall maintain policies for vetting, hiring, training and disciplining its staff and shall comply with these in respect of each person who has access to the DVLA Service. The minimum requirements for such vetting procedures are set out in Appendix A.

4 DATA SECURITY

- 4.1 The Supplier and the Buyer shall, in relation to the DVLA Service, comply with all the security requirements of the DVLA, including as a minimum those set out in Appendix A and any other requirements that the DVLA shall make from time to time.
- 4.2 Neither Party shall transfer, sell or in any way make the DVLA Data available to third parties unconnected with the original purpose of the enquiry.
- 4.3 Each Party shall, in relation to the DVLA Service, as an enduring obligation throughout the term of the Call Off Contract, use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and remove Malicious Software.
- 4.4 Notwithstanding paragraph 4.3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of DVLA Data, assist each other to mitigate any losses and to restore the DVLA Service to their desired operating efficiency.
- 4.5 Costs arising out of the actions of the Parties taken in compliance with the provisions of paragraph 4.4 shall be borne by the Parties as follows:
 - a) by the Buyer or it's suppliers' where the Malicious Software originates from the Buyer or it's suppliers' software, any third party software or the Buyer's or it's suppliers' data;
 - b) by the DVLA if the Malicious Software originates from the DVLA's software or the DVLA Data; and;

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- c) by the Supplier where the Malicious Software originates from the Supplier's or it's Sub-contractor's software or data.
- 4.6 Neither Party shall transfer DVLA Data received, collected, generated and/or otherwise obtained in relation to the DVLA Service outside of the EEA unless the prior written approval of the DVLA (where applicable to the DVLA Service) and the other Party has been obtained and the following conditions are fulfilled:
 - a) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37);
 - b) the Data Subject has enforceable rights and effective legal remedies;
 - c) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - d) each Party complies with any reasonable instructions notified to it in advance by the DVLA with respect to the Processing of the DVLA Data.
- 4.7 Each Party shall respect the confidentiality of the DVLA Data and shall not disclose it to any person or entity (provided that this shall not apply to any DVLA Data disclosed between the DVLA, the Supplier and the Sub-contractor), except in the following circumstances:
 - a) with the prior written approval of the other Party and the DVLA provided that the disclosing Party shall have entered into a written contract with such person or entity that requires it to abide by requirements in these terms and any terms for any sub-contractors required by the DVLA and/or the other Party from time to time and such other conditions as the DVLA may specify from time to time in its absolute discretion);
 - b) if required to do so by Law;
 - c) where disclosures are notified to a Data Subject and set out in each Party's own privacy notice.

5 COMPLIANCE, AUDITS, INSPECTIONS AND REVIEWS

- 5.1 Each Party shall ensure that its business processes, records of Buyer interactions and transactions, audit procedures on business activities and financial reporting are appropriate and effective to ensure proper use of the DVLA Data in compliance with the Call Off Contract and this Annex and the requirements of Data Protection Legislation. The minimum requirements for such internal compliance are set out in Appendix A;
- 5.2 Each Party shall carry out its own internal compliance checks at least annually in relation to the DVLA Data and the Buyer shall notify the Supplier of such checks. The Buyer shall use the Data Governance Assessment Form provided by DVLA (or to the Supplier on its behalf) upon the Supplier's request.
- 5.3 The Buyer shall notify the Supplier immediately, or within a maximum of 24 hours of becoming aware, of any audits that are being carried out by the Information Commissioner's Office under Data Protection Legislation that are relevant to the Processing of the DVLA Data.

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- 5.4 The DVLA or the Supplier reserve the right to carry out an inspection at any time of the Buyer's compliance with the terms as they relate to the DVLA Service and the DVLA Data. Where possible, the DVLA or the Supplier (as appropriate) shall give the Supplier 7 Days' written notice of any such inspection;
- 5.5 In exceptional circumstances in relation to abuse of the DVLA Service, access to the Buyer's premises, or any third party the Buyer has transferred the DVLA Data to, may be required. Other than in exceptional circumstances, such as a suspected serious breach of DVLA Data security, examinations will be by prior contact and DVLA, the Sub-contractor or the Supplier (as appropriate) will notify the Buyer in advance of any third party premises they wish to examine;
- 5.6 The Buyer agrees to co-operate fully with any such inspection and to allow the DVLA, the Sub-contractor or the Supplier (as appropriate) or an agent acting on their behalf, access to its premises, equipment, evidence and the Buyer's staff as is reasonably necessary for the purposes of the inspection;
- 5.7 The Buyer will respond as required to the findings and recommendations of any DVLA, the Sub-contractor or the Supplier (as appropriate) inspection and will provide updates as required on the implementation of any required actions;
- 5.8 DVLA may, by written notice (acting reasonably) which shall be communicated to the Buyer and the Supplier via the Sub-contractor, forbid access to the DVLA Data, or withdraw permission for continued access to the DVLA Data (or require the Supplier or the Sub-contractor to forbid access to or withdraw permission for continued access to the DVLA Data), to:
 - a) any member of the Buyer's staff; or
 - b) any person employed or engaged by any member of the Buyer's Staff, in each case whose access to or use of the DVLA Data would, be undesirable;
- 5.9 Where access is forbidden by the DVLA (or by the Supplier or Sub-contractor acting on the DVLA's instructions), the decision of the DVLA as to whether any person is to be forbidden from accessing the DVLA Data and as to whether the Buyer has failed to comply with these terms shall be final and conclusive.
- 5.10 The DVLA will be entitled to be reimbursed by the Buyer for all of the DVLA's reasonable costs incurred in the course of any DVLA inspection.

6 PREVENTION OF FRAUD

- 6.1 Each Party shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by its own staff (including its shareholder, members, and directors) in connection with the provision and receipt (as applicable) of the DVLA Service.
- 6.2 Each Party shall notify the other Party immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur in relation to the DVLA Service.
- 6.3 If a Party or its staff commits Fraud in relation to the Call Off Contract, this Annex or any other agreement between the Parties or with or relating to the Crown (including the DVLA) the Party who has not committed Fraud may:
 - a) terminate the Call Off Contract (in whole or in part) and recover from the other

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- Party the amount of any loss suffered by the DVLA and/or the Party who has not committed Fraud resulting from the termination; or
- b)** recover in full from the other Party any other loss sustained by the DVLA and/or the Party who has not committed Fraud in consequence of any breach of this paragraph.

7 PUBLICITY AND MEDIA

- 7.1 Each Party shall notify the DVLA and other Party immediately if any circumstances arise which could result in publicity or media attention to it which could adversely reflect on the other Party, the DVLA or the DVLA Service.
- 7.2 Neither Party shall create or approve any publicity implying or stating that the other Party or DVLA has a connection with or endorses any service provided by the other Party without the prior written approval of the other Party and DVLA.

8 TRANSFER AND SUB-CONTRACTING

- 8.1 Each Party shall ensure that, so far as applicable and reasonable, all duties and obligations it has under these terms or the Call Off Contract that relate to the DVLA Service shall be included in any contract that it enters into with any sub-contractor.
- 8.2 For the avoidance of doubt, the DVLA shall not be deemed to be a sub-contractor, sub-distributor or sub-agent of either Party.

9 INSOLVENCY

- 9.1 The Buyer shall notify the Supplier immediately in writing where:
 - a)** a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 (as amended) or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - b)** a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - c)** a petition is presented for its winding up (which is not dismissed within 14 Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986 (as amended); or
 - d)** a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - e)** an application order is made either for the appointment of an administrator or for an administration order, and administrator is appointed, or notice of intention to appoint an administrator is given; or
 - f)** it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986 (as amended); or
 - g)** being a "small company" within the meaning of section 247(3) of the Companies Act 1985 (as amended); a moratorium comes into force pursuant to Schedule 1A of the Insolvency Act 1986 (as amended); or
 - h)** any event similar to those listed in this clause occurs under the law of any other jurisdiction.

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- 9.2 Where the DVLA is notified in writing by the Supplier (or the Sub-contractor) of any of the circumstances listed in paragraph 9.1 occurring in relation to the Buyer, the DVLA or the Supplier acting on the DVLA's or the Sub-contractor's instructions (as appropriate) may suspend the DVLA Service without further notice and with immediate effect and investigate further whether any of the Buyer's directors or any liquidator, receiver, administrative receiver, administrator, or other officer is capable of ensuring that the provisions of the Call Off Contract, these terms and of Data Protection Legislation in relation to the DVLA Service are complied with. If the DVLA or the Supplier acting on the DVLA's or the Sub-contractor's instructions (as appropriate) are not satisfied that any such person shall ensure such compliance, the DVLA or the Supplier acting on the DVLA's or the Sub-contractor's instructions (as appropriate) may terminate the Call Off Contract (including these terms) by written notice with immediate effect in relation to the DVLA Service.

10 ADDITIONAL TERMINATION AND SUSPENSION RIGHTS

- 10.1 If required to do so by the DVLA or the Sub-contractor, the Supplier may terminate the Call Off Contract (including these terms) insofar as it relates to the DVLA Service with immediate effect by written notice to the Buyer on or at any time after the occurrence of the following events:
- a) the Buyer commits any three or more Defaults in relation to the DVLA Service, whether simultaneously or singly at any time during the operation of the Call Off Contract or these terms, irrespective of whether any or all of such breaches are minimal or trivial in nature; or
 - b) the Buyer fails to pay any undisputed sums of money when due under the Call Off Contract in two or more consecutive months.
- 10.2 If it comes to the attention of the DVLA, the Sub-contractor or the Supplier that the Buyer has committed any Default (including Material Breaches) and as a result the DVLA or the Sub-contractor suspends or requires the Supplier to suspend the DVLA Service, the DVLA, the Supplier or the Sub-contractor or may suspend the DVLA Service upon prior notice (to the extent the Supplier is permitted to give prior notice by the DVLA) and investigate the nature and effect of the breach.
- 10.3 The DVLA or the Sub-contractor may from time to time issue guidance on its principles on suspending the DVLA Service or terminating the Buyer's access to DVLA Data and/or the DVLA Service. The guidance may include guidance concerning (in relation to the DVLA Service): types of Defaults which the DVLA or the Sub-contractor (as appropriate) may consider to be Material Breaches; guidance as to specific types of breach that the DVLA or the Sub-contractor (as appropriate) will consider to be remediable; how such breaches may be remedied; how long suspension may last; when following any period of suspension the Buyer may resume making requests and in relation to which types of events such requests may be made; and guidance as to which types of breach the DVLA or the Sub-contractor (as appropriate) may consider to be irremediable. The Supplier will ensure that such guidance is provided to the Buyer as and when it is available or updated.
- 10.4 Effect of Suspension
- 10.4.1 If the DVLA (or the Supplier acting on the instructions of the DVLA or the Sub-contractor) suspends the DVLA Service at any time, the Buyer shall co-operate with

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any further investigation, audit or review that the DVLA requires to or requests be carried out in relation to the DVLA Data provided to the Buyer.

- 10.4.2 The DVLA (or the Supplier acting on the DVLA's or the Sub-contractor's instructions as appropriate) may refuse to resume DVLA Service until the Buyer provides assurances that the matter resulting in the suspension has been resolved to the satisfaction of the DVLA or the Supplier (acting on the DVLA's or the Sub-contractor's instructions as appropriate) and takes specified actions within a reasonable period set by the DVLA or the Supplier (as appropriate).
- 10.4.3 The DVLA or the Supplier (acting on the DVLA's or the Sub-contractor's instructions as appropriate) may require that an inspection is carried out after the DVLA Service is resumed, to check the Buyer's compliance with the Call Off Contract, these terms and Data Protection Legislation insofar as it relates to the DVLA Service.
- 10.4.4 The Supplier may require the Buyer to pay the DVLA's fee for any inspection and a reconnection fee (as stipulated by DVLA from time to time and as proven in writing) before the Buyer's access to the DVLA Service is resumed.
- 10.4.5 During any suspension period, neither the DVLA, nor the Supplier nor the Sub-contractor shall provide DVLA Data to the Buyer.
- 10.4.6 The Buyer shall reimburse the DVLA for reasonable costs and expenses incurred by them in relation to their right under this paragraph 10.4 to carry out an inspection, investigation, audit or review of the Buyer.
- 10.4.7 The DVLA or the Sub-contractor may require the Supplier to terminate the Call Off Contract in relation to the DVLA Service and if the DVLA or the Sub-contractor require such termination, the Supplier may terminate by written notice with immediate effect if in the reasonable view of the DVLA and/or the Sub-contractor, during any period of suspension of the DVLA Service the Buyer:
- a) fails to co-operate with any investigation, audit or review;
 - b) fails to provide any assurances or take any actions within the reasonable period set by the DVLA or the Sub-contractor; or
 - c) fails to provide assurances that satisfy the DVLA and/or the Sub-contractor (acting reasonably) that the Buyer has complied and shall continue to comply with the requirements of this Annex and of Data Protection Legislation.
- 10.5 The DVLA or the Supplier may terminate the Call Off Contract by written notice with immediate effect if the Buyer is found to be in breach of any aspect of any applicable law that could, in the reasonable opinion of the DVLA or the Supplier, bring the DVLA or the Supplier into disrepute.
- 10.6 After the DVLA Service has been suspended or the Call Off Contract has been terminated, the Supplier shall continue to comply with its obligations under the Call Off Contract, these terms and under Data Protection Legislation in relation to the DVLA Data which it holds, including as to the proper use of the DVLA Data, retention of the DVLA Data and secure destruction of the DVLA Data.
- 11 ADDITIONAL LIABILITY PROVISIONS**
- 11.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the DVLA

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or by breach by the DVLA of its obligations under the agreement it has with the Sub-contractor.

APPENDIX A: Minimum Data Security Requirements

1 DATA SECURITY REQUIREMENTS

1.1 The minimum security requirements, which are required by paragraph 4.1, are as follows:

- a) All DVLA Data and Personal Data, including back-ups of such, must be retained in secure Premises and physical copies must be locked away;
- b) the DVLA Data and Personal Data supplied may only be copied for back-up and for the purposes of Processing the DVLA Data and Personal Data. Copies must be erased immediately thereafter and they must not be otherwise duplicated;
- c) the DVLA Data and Personal Data must only be retained for as long as necessary with reference to the Permitted Purpose and the purpose of which the DVLA Data and Personal Data is required.
- d) in accordance to Data Protection Legislation, the DVLA Data and Personal Data shall be disposed of where there is no business need or other lawful reason to retain it;
- e) DVLA Data and Personal Data, including back-ups of such, must be protected from unauthorised access, release or loss;
- f) a user ID and a robust password must be required to enter all databases on which the DVLA Data and Personal Data are stored;
- g) a unique user ID and password must be allocated to each person with access to the DVLA Data, Personal Data or the Service;
- h) user IDs must not be shared;
- i) an electronic trail relating to any activity involving the DVLA Data or Personal Data must be retained, identifying the user ID and individual involved in each activity;
- j) access to the DVLA Data and Personal Data must be minimised so that only where necessary are individuals given the following levels of access:
 - i. ability to view material from single identifiable records;
 - ii. ability to view material from many identifiable records;
 - iii. functional access, including: searching, amendment, deletion, printing, downloading or transferring information;
- k) the DVLA Data and Personal Data must not be accessed from, copied onto or stored on removable media. Laptops may be used but only if the device has full disk encryption installed in line with Good Industry Practice and devices are securely protected when not in use;
- l) all manual and electronic enquiries, if made must be logged centrally and stored;
- m) enquiries, if made, must be checked by senior staff on a regular basis;
- n) if enquiries are made, senior members of staff must conduct reconciliation checks between incoming and outgoing enquiry volumes on a regular basis;
- o) DVLA Data must be used only for the Permitted Purpose;
- p) paper records must be securely destroyed so that reconstruction is unlikely;
- q) electronic DVLA Data and Personal Data must be securely destroyed or deleted in accordance with current guidance from the Information Commissioner's Office as soon as it is no longer needed;
- r) DVLA Data and Personal Data received by post must be available only to appropriately trained and experienced members of the staff, who must abide by the requirements of

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- the Call Off Contract, these terms and Data Protection Legislation;
- s) all records containing personal information, including screen prints, reports or other DVLA Data which have been supplied or derived from the DVLA's system in any format must be retained in a secure manner;
- t) all Premises and buildings in which the DVLA Data and Personal Data is stored must be secure;
- u) the Supplier and the Buyer must be registered with the Information Commissioner and the permission must cover all activities actually carried out;
- v) with the exception of any third parties approved in accordance with these terms, DVLA Data must not be passed to third parties except with the prior written approval of the DVLA; and
- w) transfer of the DVLA Data to third parties (where approval has been granted by DVLA) must be in accordance with the principles of Data Protection Legislation. Any other conditions required by the DVLA and/or the other Party in giving permission for disclosure to third parties must be satisfied.

2 MINIMUM REQUIREMENTS FOR EACH PARTY'S STAFF VETTING AND DISCIPLINARY PROCEDURES

2.1 The minimum requirements for the Staff vetting procedures are as follows:

- a) each Party shall confirm the identity of all of its new staff;
- b) each Party shall require all persons who are to have access to the DVLA Service and the DVLA Data to complete and sign a written declaration of any unspent criminal Convictions;
- c) neither Party shall allow any person with unspent criminal Convictions to have access to the DVLA Service or the DVLA Data except with the prior written approval of the other Party (including the DVLA where applicable to the DVLA Service and the DVLA Data);
- d) each Party shall ensure that no person who discloses that he or she has a Relevant Conviction, or who is found to have any Relevant Conviction is allowed access to the DVLA Service or the DVLA Data without the prior written approval of the other Party (including the DVLA where applicable to the DVLA Service and the Data);
- e) each party shall ensure that its staff are aware of the restrictions on processing DVLA Data and only process DVLA Data for the purpose of providing or receiving the DVLA Service and as permitted pursuant to the Call Off Contract (including these terms);
- f) each Party shall ensure that each person who has access to the DVLA Service and the DVLA Data shall act with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper use of the DVLA Service and the DVLA Data;
- g) each Party shall ensure that each person who is authorised to use the DVLA Service and the DVLA Data has been trained in the operation of the system and its associated procedures. Each Party shall keep documentary records of attendance on such training by each person;
- h) each Party shall ensure that each person who has access to the DVLA Data is appropriately trained in and aware of his or her duties and responsibilities under Data Protection Legislation, the Call Off Contract and these terms;
- i) each Party shall create and maintain a unique user account ID for each person who has access to the DVLA Service and the DVLA Data;
- j) each Party shall maintain a procedure for authorising the creation of user accounts and for the prompt deletion of accounts that are no longer required. Each Party must ensure that the person or persons carrying out this work are appropriately trained and that their duties are separate from that of a normal user account. A normal user must

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- not be able to manage their own account;
- k) each Party's disciplinary policy shall state that misuse of Confidential Information and Personal Data by any person shall constitute gross misconduct and may result in summary dismissal of that person. Each Party shall notify such misuse in relation to the DVLA Data by any of its staff to the other Party and if the person involved is not dismissed by that Party he/she shall be refused all future access to DVLA Data;
- l) system administrators must receive appropriate training;
- m) the system administration role must be separated from any other role to ensure a separation of duties;
- n) each Party shall notify the other Party (and the Sub-contractor shall notify the DVLA) immediately, within a maximum of 24 hours of becoming aware, of any security breaches, losses, compromise or misuse of the DVLA Data, and keep DVLA (where applicable to the DVLA Service) and the other Party informed of any such communications about such incidents with: (i) the Data Subjects whose Personal Data is affected; (ii) the Information Commissioner's Office (or relevant Supervisory Authority); and (iii) the media.

3 MINIMUM REQUIREMENTS FOR DATA PROTECTION DECLARATIONS

- 3.1 The DVLA is required to be satisfied that any Processing (including disclosure) of the DVLA Data and Personal Data is compliant with Data Protection Legislation. The Supplier may make enquiries of the record holder for its own legitimate purposes in accordance with Data Protection Legislation. The Supplier and the Sub-contractor must, when obtaining evidence, and the Buyer must, through its privacy notice, make the record holder fully aware that information from that person's driver record is to be obtained from DVLA, the categories of Personal Data involved, the purposes and the period and frequency in which Personal Data will be requested. DVLA requires the Supplier (via the Sub-contractor) to evidence this through the provision of a Data Protection Declaration signed by the record holder and containing a declaration to that effect.
- 3.2 It is the responsibility of the record holder to inform and obtain written acknowledgement from the Supplier (and the Sub-contractor) that his/her details will not be processed further if that is the record holder's instruction. The rights of the Supplier and the Sub-contractor under Data Protection Legislation are not affected, but the DVLA reserves the right to withhold the record holder's Personal Data.
- 3.3 All records containing DVLA Data obtained from the DVLA Service will be retained by the Supplier and the Buyer in accordance with Data Protection Legislation. The Buyer will retain responsibility for the storage of DVLA Data provided to it by the Supplier or the Sub-contractor and any subsequent failure to do so may result in the withdrawal of the DVLA Service. The Supplier and the Sub-contractor will each remain responsible for information about the Buyer and its drivers which it has obtained directly from the record holders. Copies of such records stored on electronic systems must meet the minimum level of security required. The minimum level of security must be implemented such that the controls described in this document are applied, and that electronic records can only be accessed by legitimate users who have authenticated correctly and have a Permitted Purpose to view the DVLA Data.

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Call-Off Schedule 22 (Lease Terms)

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Call-Off Schedule 22 (Lease Terms)**1. Introduction**

1.1 The Buyer has decided to lease Equipment under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated their requirement using Framework Schedule 6 (Order Form Template and Call-Off Schedules) including specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 22 (Lease Terms), the Core Terms and each Equipment Order Form.

2. Definitions

2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Actual Delivery Date"	the date on which a piece of Equipment is actually delivered to the Buyer;
"Additional Charges"	the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or an Equipment Order;
"Agreement Mileage"	the mileage so specified in the Equipment Order (or such other mileage as the Buyer and the Supplier agree from time to time);
"Delivery Place"	the place for delivery specified in the Equipment Order;
"Due Delivery Date"	the date specified as the due date for delivery of a piece of Equipment in the Equipment Order;
"Equipment"	those devices, machines, tools and/or vehicles set out in Framework Schedule 1 - Specification and ordered by the Buyer as may be supplemented in the Call-Off Contract or in an Equipment Order;
"Equipment Order"	the agreement specifying the piece of Equipment or the pieces of Equipment that the Buyer will hire from the Supplier under the Call-Off Contract which will be in the form prescribed by the Buyer or in an equivalent form as agreed by the Parties from time to time;
"Specific Maintenance"	(a) normal routine maintenance in accordance with manufacturers' maintenance

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	recommendations as amended from time to time;
	(b) repairs (including punctures) outside of normal routine maintenance but excluding costs occasioned by wilful damage, neglect, replacement of windscreens or other glass, accident damage or top ups of oil, water, antifreeze, brake and clutch fluids between routine maintenance visits; and
	(c) tyre, battery and exhaust replacements during the Lease Period, except where such replacement is occasioned by the lack of care or abuse of the piece of Equipment by the Buyer;
"Excess"	has the same meaning given to it in Clause 9.8.1;
"Excess Mileage Charge"	a sum due to the Supplier when the actual mileage on a piece of Equipment, which is a vehicle, at the end of its Lease Period, is more than the Agreement Mileage;
"Excess/under Mileage"	the difference in mileage between the actual mileage on a piece of Equipment, which is a vehicle, at the expiry of the Lease Period, or on early termination of the lease and the Agreement Mileage;
"Fair Wear and Tear"	has same the meaning given to it the British Vehicles Rental and Leasing Association (BVRLA) Fair Wear and Tear Guide, the Buyer may request copies from the Supplier from time to time;
"Lease Payments"	the Rentals and Additional Charges (exclusive of any applicable VAT) payable to the Supplier by the Buyer under the Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract which price must not be greater than the prices provided for in the Framework Contract from time to time;
"Lease Period"	in relation to a piece of Equipment, the period commencing on the Actual Delivery Date for that piece of Equipment and ending on the Return Date for that piece of Equipment unless extended or terminated early in accordance with this Call-Off Contract;

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"Lease Terms"	the terms and conditions of supply and lease set out in this Call-Off Schedule 22;
"Mileage Rebate"	a sum due to the Buyer when the actual mileage on a piece of Equipment, which is a vehicle at the end of its Lease Period, is less than the Agreement Mileage;
"Net Book Value"	the value of a piece of Equipment from time to time being its purchase price (excluding any applicable Road Fund Licence) less an amount equal to the depreciation of the piece of Equipment, calculated on a straight-line basis, at the time a valuation is made;
"Owner"	the person who has title to the Equipment, which may be the Supplier or, where the Supplier is acting as agent for a third party, the Principal.
"Principal"	a third party funder of good standing that provides funds to the Supplier for the purpose of purchasing Equipment for the Supplier to lease to the Buyer
"Return Date"	the date so specified in the Equipment Order or as varied by the application of paragraph 6.4;
"Settlement Sum"	<p>for any piece of Equipment, the aggregate of:</p> <p>a) the Termination Sum; and</p> <p>b) the Total Loss Value,</p> <p>less</p> <p>any monies actually received and retained by the Supplier as payment from the Buyer's insurers for the Total Loss;</p>
"Termination Sum"	<p>for any piece of Equipment, the aggregate of:</p> <p>a) any Rentals due but unpaid up to the date of termination;</p> <p>b) any other sum due or to become due to the Supplier hereunder by reason of any breach by</p>

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the Buyer prior to the date of termination of any of its obligations under the Lease Terms;

c) any prorated Excess Mileage Charge or Mileage Rebate (which shall be a negative amount if there is a Mileage Rebate); and

d) the termination rental charges calculated in accordance with the Call-Off Contract or, if lower, 50% of the Rentals that would have been payable under the Lease Terms but for the termination;

"Total Loss" any event which, in the opinion of the insurers of the piece of Equipment, renders the piece of Equipment incapable of economic repair if it is lost, stolen or destroyed; and

"Total Loss Value" the published trade "clean" market value for the month in which the Supplier is notified of the Total Loss.

3. Exclusion of certain Core Terms

3.1 When the Parties have entered into a Call-Off Contract which incorporates the Lease Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

3.1.1 Clause 3.1.2 does not apply to the Call-Off Contract;

3.1.2 Clause 3.2 does not apply to the Call-Off Contract;

3.1.3 Clause 8.7 does not apply to the Call-Off Contract;

3.1.4 Clause 10.2 does not apply to the Buyer extending the Lease Period of any Equipment;

3.1.5 Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and

3.1.6 Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11.

4 Equipment Orders

4.1 Each Equipment Order is subject to and incorporates the Lease Terms so that no other terms and conditions which the Supplier tries to impose

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under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.

4.2 The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

4.3 The Supplier must send a confirmation of the Equipment Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within forty-eight (48) hours of receipt of the Equipment Order and the confirmation will confirm the order details including:

4.4.1 a description of the piece of Equipment ordered;

4.4.2 details of any optional extras ordered and any conversion work to be carried out;

4.4.3 the anticipated delivery details; and

4.4.4 the name and address of the Supplier.

4.4 For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract.

5 Sale and Leaseback

5.1 The Supplier may agree to provide a sale and lease back service in accordance with the Specification when requested by the Buyer.

6 Hiring Equipment

Lease

6.1 In consideration of the payment of the Lease Payments, the Supplier will hire the Equipment to the Buyer in a timely manner and in accordance the Call-Off Contract and the requirements notified to the Supplier in the Equipment Order.

6.2 The Supplier must advise the Buyer on the selection and specification of the Equipment and, where applicable, any conversion work to be carried out in respect of them so as to ensure that the Equipment will be of sufficient quality and suitable for the requirements of the Buyer.

6.3 Before the Due Delivery Date of any piece of Equipment the Buyer can amend or cancel and remove that piece of Equipment from the Equipment Order by notifying the Supplier. If the Buyer does cancel all or part of an Equipment Order:

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- 6.3.1 for standard specification pieces of Equipment, the Buyer can cancel any Equipment Order or part of any Equipment Order which has not been delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled Equipment Order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the ordered Equipment to an alternative customer. Where the Equipment is a vehicle, cancellation terms for converted vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call-Off Contract;
 - 6.3.2 in all other circumstances the Supplier will take all reasonable steps to allocate the piece of Equipment to an alternative buyer. If the Supplier is unable to re-allocate the piece of Equipment, the Buyer must pay the Supplier any cancellation charges reasonably, properly and proven to be incurred by the Supplier provided that the Supplier can prove to the reasonable satisfaction of the Buyer that the Supplier has taken all reasonable efforts to minimise such charges; and
 - 6.3.3 where the amendment or cancellation of an Equipment Order is directly or indirectly due to the Supplier's failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.
- 6.4 If the Buyer wants to keep any piece of Equipment after the expiry of the current Lease Period then the Buyer must give written notice to the Supplier 1 Month prior to the end of the Lease Period and the Supplier must confirm its agreement (which the Supplier cannot unreasonably refuse). The Rentals payable in relation to any extensions of a Lease Period are (unless otherwise agreed between the Parties) calculated:
- 6.4.1 where the extension is for twenty-eight (28) days or less, proportionately based on the original Rental for the piece of Equipment and the Parties shall agree (such agreement not to be unreasonably withheld or delayed) the revised Agreement Mileage for that vehicle as soon as reasonably practicable; or
 - 6.4.2 where the extension is for more than twenty-eight (28) days, using the same method that was used to calculate the original Rentals.

Delivery and Installation

- 6.5 The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each piece of Equipment within five (5) Working Days of receipt of the Equipment Order.

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- 6.6 The Supplier will deliver the Equipment to the Delivery Place or as otherwise reasonably directed by the Buyer.
- 6.7 The Supplier will deliver the Equipment to the Buyer in a roadworthy, good working and clean condition on the Due Delivery Date.
- 6.8 If the Equipment is a vehicle, on delivery, the mileage of each piece of Equipment must not exceed one hundred (100) miles unless, due to the nature of the piece of Equipment, it is impractical to do so in which event the Supplier must minimise the delivery mileage and the Supplier must ensure that any delivery mileage is deducted for the purposes of calculating any Excess/under Mileage. On delivery, each piece of Equipment must contain not less than a quarter a tank of fuel.
- 6.9 The Supplier can only deliver Equipment before the Due Delivery Date if the Buyer agrees to early delivery before the Supplier attempts delivery.
- 6.10 Any defects to a piece of Equipment notified to the Supplier by the Buyer must be rectified within fourteen (14) days at no cost to the Buyer.
- 6.11 A piece of Equipment is only delivered once a duly authorised representative of the Buyer signs a delivery note (which quotes the Supplier's order number and full details of the piece of Equipment) to confirm delivery of the Equipment but that signature is not evidence that the Equipment complies with the requirements of the Equipment Order.
- 6.12 If, for any reason, the Buyer is unable to take delivery of a piece of Equipment on or after the Due Delivery Date the Supplier must arrange for the safe storage of the Equipment until actual delivery.
- 6.13 The Supplier must make sure (at its own cost) that each piece of Equipment is delivered in a new and unused condition unless the Buyer requests otherwise. The Buyer can at its sole discretion reject a piece of Equipment which is not in the condition requested and/or in respect of which the delivery note does not include the required information.
- 6.14 If the Supplier does not deliver a piece of Equipment by the agreed time or specified date then the Buyer can withhold payment of the Lease Payments for that piece of Equipment until the time when the Supplier actually delivers it.
- 6.15 If the Supplier becomes aware that a piece of Equipment cannot be delivered by the agreed Due Delivery Date or if a piece of Equipment is not actually delivered by its Due Delivery Date, the Supplier shall inform the Buyer of the revised delivery date. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must provide an alternative piece of Equipment of the same specification or one with equivalent specification by the Due Delivery Date until the time as the

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piece of Equipment is actually delivered. If the Supplier cannot supply an alternative piece of Equipment by the Due Delivery Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of a piece of Equipment of the same specification or one with equivalent specification.

- 6.16 To facilitate delivery and, if applicable, installation, the Buyer must provide all requisite materials, facilities, access and suitable working conditions to enable delivery and, if applicable, installation to be carried out safely and efficiently.

7 Title, Possession And Risk

- 7.1 The Equipment is the property of the Supplier at all time and the Buyer will not have any right, title or interest in or to the Equipment apart from the right to possess and use the Equipment in accordance with the Call-Off Contract.
- 7.2 The Buyer accepts a piece of Equipment by signing a delivery form and the Lease Period for that piece of Equipment starts unless the Buyer notifies the Supplier that the piece of Equipment is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Equipment Order by telephone and confirmed in writing, email or facsimile within seventy-two (72) hours of delivery.
- 7.3 Once the Buyer notifies the Supplier of non-acceptance, the Parties will agree a course of action to take.
- 7.4 Except where non-acceptance is due to default of the Buyer, in the event of non-acceptance the Supplier will, at its own expense make an equivalent alternative piece of Equipment available for use by the Buyer until the time that the Supplier actually delivers an acceptable piece of Equipment to the Buyer. If non-acceptance is due to the default of the Buyer, the Buyer can cancel the part of the Equipment Order relating to that piece of Equipment but must pay reasonable cancellation charges to the Supplier.
- 7.5 From the time of acceptance of a piece of Equipment, the Buyer bears the risk of loss or damage to the Equipment however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:
- 7.5.1 caused by the negligence of the Supplier, its subcontractors or its agents; or
 - 7.5.2 while the Supplier has possession of the Equipment, including for any maintenance.

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- 7.6 The Owner must give the Buyer quiet possession of the Equipment and the Owner warrants that the Buyer can peaceably hold the Equipment throughout the Lease Period free of any interference from the Owner or any person acting through the Owner. Where the Owner is not a party to the Call Off Contract, the Supplier shall procure that the Principal complies with this paragraph 7.6.

8 Supplier's Obligations

Maintenance

- 8.1 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the Equipment.
- 8.2 Where the Buyer selects the maintenance option in the Equipment Order, the Supplier is responsible for the costs of:
- 8.2.1 normal routine maintenance in accordance with manufacturers' maintenance recommendations as amended from time to time; and
 - 8.2.2 any Specific Maintenance, provided that the costs have been duly authorised by the Supplier and a service outlet approved by the Supplier carries out the maintenance.
- 8.3 If the Supplier replaces any tyre, battery or exhaust during Specific Maintenance, the replacement tyre, battery or exhaust must be new and of the same or equivalent specification.
- 8.4 If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer and the Supplier must submit an invoice to the Buyer within twenty-one (21) days of the cost being incurred, unless the Buyer agrees to pay the additional costs as part of their payment profile, consolidated billing arrangements or as otherwise agreed with the Buyer.

Indemnity

- 8.5 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due a Default or due to the negligence of the Supplier, its servants or agents.

Equipment Collection

- 8.6 At the Supplier's cost, the Supplier must collect the Equipment from the agreed collection point at the expiry or termination of the Lease Period

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within five (5) Working Days after the expiry or termination of the Lease Period.

- 8.7 The Supplier must agree a note of the condition and mileage of the Equipment with the authorised representative of the Buyer at the time of collection and state the condition and mileage on an inspection form.
- 8.8 If Supplier does not collect the Equipment at the agreed time and collection point, the Supplier indemnifies the Buyer against all Losses due to the failure to collect the Equipment as agreed.

Relief Equipment

- 8.9 If, whilst in the United Kingdom, a piece of Equipment becomes not fit for any of the purposes for which Equipment of its type is commonly used and the Equipment Order states that the Buyer requires relief Equipment, the Supplier must make relief Equipment available for the Buyer's use within the conditions specified in the Call-Off Contract for a period up to twenty-eight (28) days for any one event.
- 8.10 The Supplier must provide relief Equipment that is, where reasonably possible, a comparable model to the piece of Equipment which has become unfit for purpose.
- 8.11 The Buyer must return the relief Equipment as directed by the Supplier within two (2) Working Days of being informed that the original Equipment is fit for all of the purposes for which Equipment of its type is commonly used.
- 8.12 The Buyer must use and insure the relief Equipment on the terms specified within this Call-Off Contract. Relief Equipment mileage will not be added on to the Agreement Mileage.
- 8.13 Where a piece of Equipment is withdrawn from service under paragraph 8.9 above, if the Supplier does not provide relief Equipment to the Buyer within five (5) Working Days of withdrawal, the Rentals in respect of that piece of Equipment are suspended and do not resume until relief Equipment has been provided or the Equipment has been returned to the Buyer. The suspension of Rentals is calculated on a daily basis.

Excess / under Mileage

- 8.14 At expiry of the Lease Period or if the lease of any Equipment is terminated early, where the Equipment is a vehicle, the Supplier must examine the odometer of the vehicle, and in the event of a replacement odometer being fitted, the reading from any previously replaced odometer(s). The Supplier must subtract any delivery mileage from the odometer reading for the purpose of calculating Excess/under Mileage.

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- 8.15 Where the Buyer requires mileage pooling, the Supplier must at the end of the agreed mileage pooling period, calculate the Excess/under Mileage in accordance with each Equipment Order. All Excess/under Mileage for the period will be combined in order to determine whether the Buyer must pay an Excess Mileage Charge to the Supplier or whether the Supplier must give the Buyer a Mileage Rebate. Where there is a balance due from or to the Buyer, the Supplier must issue a consolidated invoice or payment in full settlement, as appropriate, within twenty-one (21) days.
- 8.16 Where mileage pooling is not required by the Buyer the Supplier shall calculate the Excess/under Mileage in accordance with its Call-Off Contract, to determine whether the Buyer must pay an Excess Mileage Charge to the Supplier or whether the Supplier must give the Buyer a Mileage Rebate. Where there is a balance due from or to the Buyer, the Supplier must issue a consolidated invoice or payment in full settlement, as appropriate, within twenty-one (21) days.
- 8.17 If the lease is terminated early, the relevant proportion of the Lease Period for calculating Excess/under Mileage is the product of dividing the Agreement Mileage by the number of Months on the scheduled Lease Period and multiplying by the number of Months actually leased (to the nearest full Month). The Supplier must issue an invoice within twenty-one (21) days of the Return Date.

9 Buyer's Obligations

Modifications

- 9.1 The Buyer must not alter, tamper with or modify any Equipment without the Supplier's written consent, which cannot be unreasonably withheld or delayed.

Limits of Use

- 9.2 While a piece of Equipment is in its control, the Buyer must:
- 9.2.1 keep and operate the Equipment in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;
 - 9.2.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to make sure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

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- 9.2.3 not overload the Equipment or use it for sub-hire or reward activities, any use for which it was not intended or any form of sporting competition;
 - 9.2.4 make sure that only persons qualified to do so operate the Equipment and that each operator holds any necessary permits, including a valid operator's licence or a valid driving licence where appropriate; and
 - 9.2.5 not use the Equipment for any unlawful purpose.
- 9.3 The Buyer must not sell or offer to sell the Equipment and can only part with possession or control of the Equipment to an authorised user in the employment of the Buyer.
- 9.4 The Buyer must not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Equipment in a manner inconsistent with the Supplier's interest in the Equipment.

Total Loss

- 9.5 If any piece of Equipment is involved in an accident which is not a Total Loss the Buyer must have repairs carried out promptly at the Buyer's own expense by either a retailer holding the franchise for the Equipment or an accredited insurance repair specialist approved by the Supplier. The Buyer is responsible for ensuring that those repairs are properly carried out.
- 9.6 Where a piece of Equipment is declared a Total Loss, the Buyer must notify the Supplier immediately and will continue to be liable for the Rentals for the Equipment until the Supplier receives the Settlement Sum in full. When they receive the Settlement Sum, the Supplier must reimburse the Buyer all of the Rentals paid by the Buyer between the Total Loss notification date and the date of receipt of the Settlement Sum.
- 9.7 Following notification of a Total Loss, the Buyer must pay as soon as reasonably practicable to the Supplier the Settlement Sum in respect of that Equipment on the date specified in the advice of the same sent to the Buyer.

Insurance

- 9.8 The Buyer must (unless self-insuring):
- 9.8.1 insure the Equipment from the Actual Delivery Date and keep the Equipment insured during the Lease Period and until the agreed date of collection by the Supplier, or its nominated agent to the full replacement value of the Equipment under a

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fully comprehensive policy of insurance in the name of the Buyer bearing endorsements recording the interest of the Supplier and any other persons the Supplier nominates as loss payee. The insurance policy referred to above may be subject to such uninsured amount ("**Excess**") as may be applicable from time to time and the Buyer indemnifies the Supplier against any Losses with the Excess;

- 9.8.2 punctually pay all premiums due under the insurance policy and otherwise comply with all the terms and conditions thereof and produce to the Supplier on demand the policy, evidence of the adequacy of the insurance and evidence that all premiums have been duly paid. If the Buyer does not pay any premium the Supplier can do so and the Buyer must reimburse the Supplier;
- 9.8.3 apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Equipment; and
- 9.8.4 on termination of the lease of a piece of Equipment for Total Loss, pay the Termination Sum together with all other sums due on termination. If the Buyer pays the Supplier all amounts due on termination for Total Loss the Supplier must pay to the Buyer a refund of Rentals of an amount equal to any insurance proceeds the Supplier receives.

Maintenance

- 9.9 The Buyer must ensure that at all times the Equipment is maintained and operated in accordance with the manufacturer's recommendations and warranty stipulations and that the Equipment is kept clean and in a good state of repair.

Fines and Penalties

- 9.10 The Buyer is liable for all fines, fees or penalties incurred by any operator of a piece of Equipment provided under the Call-Off Contract. The Supplier must in all cases send to the Buyer any notice or other communication the Supplier receives in respect of fines, fees or penalties.

Taking Overseas

- 9.11 The Buyer must not take or allow any Equipment to be taken out of the United Kingdom without the previous written consent of the Supplier, (and provision of document VE103 by Supplier to the Buyer) which cannot be unreasonably withheld or delayed.

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9.12 If the Supplier grants consent the Buyer must pay a repatriation insurance premium to an association approved by the Supplier to make sure that the Equipment can, if necessary, be returned to the United Kingdom without cost to the Supplier.

9.13 The Buyer must make sure that any Equipment is not taken outside of the United Kingdom for a period of more than twenty eight (28) days without the previous written consent of the Supplier which cannot be unreasonably withheld or delayed.

Actions upon Termination of Lease or Expiry of Lease Period

9.14 On expiry of the Lease Period or in the event of early termination of the lease in respect of any Equipment the Buyer must:

9.14.1 make the Equipment available for collection by the Supplier on the date assigned for collection. The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier actually collects the Equipment which the Supplier shall do promptly;

9.14.2 complete an inspection form with the Supplier on the Return Date and ensure that the Equipment is returned and that the Equipment is in a condition consistent with its age and mileage making due allowance for Fair Wear and Tear;

9.14.3 remove all personal effects and any other items belonging to the Buyer;

9.14.4 if the Supplier notifies the Buyer that the Equipment is not in the condition required under paragraph 9.14.2, pay to the Supplier the amount that the Buyer and the Supplier agree as the cost of rectification. In the event of any dispute regarding the condition of the Equipment, an independent assessment must be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Buyer. Any consultant must act as an expert and not as an arbitrator and their decision is final;

9.14.5 in the event of a dispute the Equipment or other form of evidence acceptable to the Buyer must be held by the Supplier until an independent assessment has been made in accordance with Clause 9.14.4 above. The costs of the independent consultant must be borne equally between the Buyer and the Supplier provided that both Parties act reasonably at all times during the dispute;

9.14.6 in the event of damage to any Equipment the Supplier must forward an invoice to the Buyer within twenty-one (21) days

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following the Return Date. In the case of dispute the Buyer will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance with the payment terms. Any such dispute must be resolved in accordance with Clause 34 of the Core Terms.

10 Termination Of A Lease

10.1 Without affecting any other right or remedy available to them, the Supplier can terminate the hire of any piece of Equipment with immediate effect by giving written notice to the Buyer if:

10.1.1 the Buyer fails to pay any amount due under this Call-Off Contract on the due date for payment and remains in Default not less than 40 Working Days after being notified in writing to make such payment;

10.1.2 there is a material default of any other term of these Lease Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Working Days after being notified in writing to do so; or

10.1.3 there is a consistent repeated failure by the Buyer to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.

10.2 The hire of a piece of Equipment terminates automatically if a Total Loss occurs in relation to the Equipment.

10.3 At any time, the Buyer can terminate the hire of any piece of Equipment by giving 10 days' written notice to the Supplier.

11 Consequences Of Expiry Or Termination

Payment for Early Termination

11.1 In any rolling 12 month period, the Buyer can terminate the hire of up to 10% of the cumulative number of pieces of Equipment using the payment terms in paragraph 11.2. Termination of Equipment above this 10% cap will revert to the calculation as detailed in paragraph 11.3

11.2 Where paragraph 11.1 applies and the Equipment is a passenger motor vehicle or a light commercial vehicle up to 3.5 tonnes that has not been subject to conversion, the standard early termination charges apply and

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the Supplier must invoice the Buyer as appropriate within twenty one (21) days following the termination.

The following table indicates the number of Month's rental that the Supplier can invoice to the Buyer as a result of the lease of a piece of Equipment being terminated early based on the length of the Equipment lease and at which point during the Lease Period the lease of the Equipment is early terminated.

YEAR OF TERMINATION	SCHEDULED LEASE PERIOD			
	2 YEARS	3 YEARS	4 YEARS	5 YEARS
YEAR 1	2 months	5 months	6 months	7 months
YEAR 2	1 month	3 months	4 months	5 months
YEAR 3		1 month	2 months	3 months
YEAR 4			1 month	2 months
YEAR 5				1 month

11.3 Where paragraph 11.1 applies and the Equipment is a converted vehicle or a commercial vehicle over 3.5 tonnes, the early termination charges will be calculated in accordance with this paragraph 11.3. The Supplier must, if the balance is positive, invoice or, if the balance is negative, credit the Buyer within twenty-one (21) days the balance of:

11.3.1 the vehicle's Net Book Value; less

11.3.2 any advance Rentals paid by the Buyer; less

11.3.3 the sales proceeds of the Equipment or, if the Supplier does not sell the Equipment, the "clean" value of that piece of Equipment as calculated in accordance with the Call-Off Contract as at the date of termination.

11.4 Where paragraph 11.1 applies or where the lease of a piece of Equipment is terminated for any other reason (including Total Loss but excluding termination pursuant to Clause 10 of the Core Terms) the Buyer must, within thirty (30) days of the termination pay the Supplier the Termination Sum by way of agreed liquidated damages.

11.5 The Supplier agrees that any payments made pursuant to paragraphs 11.2, 11.3 or 11.4 above is the Suppliers sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in those paragraphs.

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11.6 Where the Buyer terminates the Call-Off Contract under Clause 10 of the Core Terms and then makes other arrangements for the supply of the Equipment, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10 of the Core Terms, the Buyer will not make any further payments to the Supplier until the Buyer has established the final cost of making those other arrangements.

12 The Owner

12.1 If the Owner and the Supplier are not the same person:

12.1.1 the Owner can enforce paragraphs 6.1, 7.1, 9, 10 and 11;

12.1.2 the Buyer consents to the Supplier and Principal's agency relationship;

12.1.3 for the purpose of securing funding for the purchase of Equipment to lease to the Buyer, the Buyer consents to the Supplier, without the Buyer's approval, assigning, novating, charging, Sub-Contracting or otherwise disposing of or creating any trust in relation to any or all of its rights, obligations or liabilities under this Call Off Contract, to, or in favour of, the Principal.



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RM6096 VEHICLE LEASE, FLEET MANAGEMENT AND FLEXIBLE RENTAL SOLUTIONS

VEHICLE ORDER FORM LOTS 1 AND 2

SECTION 1: CONTRACTING PARTIES

Buyer Details			
Organisation			
Contact Name			
Job Title			
Address			
Telephone		Email	
Order Reference		Date of Order	
Supplier Details			
Supplier			
Contact Name			
Address			
Telephone		Email	
Quotation Reference			

SECTION 2: VEHICLE SPECIFICATION

Vehicle Details	
Make	
Model Description	
Transmission	
Fuel	
Colour	
Optional Extras	
Conversion details	
Quantity	

SECTION 3: VEHICLE LEASE CONTRACT TERMS

Contract Terms	
Contract Duration	
Contract Mileage	
Rental Terms	
Finance Rental	
SMR Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
SMR Cost	
Total Rental	
Payment Term	

SECTION 4: DELIVERY

Delivery Requirements	
Requested Delivery Date	
Address	
Return Vehicle	Yes <input type="checkbox"/> No <input type="checkbox"/>
Return Vehicle Details	
Contact Name	
Telephone	
Email	

SECTION 5: VARIATIONS TO STANDARD CONTRACT TERMS

Term	Variation required

SECTION 6: DECLARATION

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract under the Crown Commercial Service RM6096 Vehicle Lease, Fleet Management and Flexible Rental Solutions framework		
On behalf of the Buyer	Name	
	Job Title	
	Date	
	Signature	
On behalf of the Supplier	Name	
	Job Title	
	Date	
	Signature	



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**RM6096 VEHICLE LEASE, FLEET MANAGEMENT
AND FLEXIBLE RENTAL SOLUTIONS**

**VEHICLE RENTAL ORDER FORM
LOT 4**

Not Used.



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Core Terms

**RM6096 Vehicle Lease, Fleet Management
and Flexible Rental Solutions**

Addendum to Core Terms

The following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract).

A. For Lots 1, 2 and 3

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract;
- Clause 8.7 does not apply to the Call-Off Contract;
- Clause 10.2 does not apply to the Buyer extending the Lease Period of any Equipment;
- Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and
- Clause 11.3 does not apply where the Buyer must pay a Settlement Sum, a Termination Sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

B. For Lot 4 only

- Clause 3.1.2 does not apply to the Call-Off Contract;
- Clause 3.2 does not apply to the Call-Off Contract
- Clause 8.7 does not apply to the Call-Off Contract;
- Clause 10.2 does not apply to the Buyer extending the rental period of any vehicle;
- Clause 10.3.2 does not apply to the Buyer terminating the rental of any vehicle; and
- Clause 11.3 does not apply where the Buyer must pay a settlement sum, a termination sum or any amount under paragraph 11 in Schedule 22 (Lease Terms).

1. Definitions used in the contract

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

- makes changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
- create new Call-Off Schedules
- exclude optional template Call-Off Schedules
- use Special Terms in the Order Form to add or change terms

2.5 Each Call-Off Contract:

- is a separate Contract from the Framework Contract
- is between a Supplier and a Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the Framework Contract

2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.¹

3.2 Goods clauses²

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

¹ See Addendum to Core Terms, page 2

² See Addendum to Core Terms, page 2

- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)

4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.8 If CCS or the Buyer can get more favourable commercial terms for the supply of any materials, goods or services used by the Supplier to provide the Deliverables at cost and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- enter into a direct agreement with that Subcontractor or third party for the relevant item

4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do

so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

6.6 The Supplier must provide the Authority with a Self Audit Certificate supported by a report at the end of each Contract Year. The report must contain:

- the methodology used

- the sampling techniques applied
- details of any issues
- any remedial action taken

6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is either qualified in a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Call-Off Contract

- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
 - non-payment by the Supplier of any tax or National Insurance
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.³

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

³ See Addendum to Core Terms, page 2

- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

- 10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.⁴

10.3 Ending the contract without a reason

- 10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
- 10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.⁵

10.4 When CCS or the buyer can end a contract

- 10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
- there's a Supplier Insolvency Event
 - there's a Contract Default capable of remedy that is not corrected in line with an accepted Rectification Plan
 - the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
 - the Relevant Authority decides there's been a Contract Default that can't be corrected by the Supplier
 - there's any material default of the Contract
 - there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
 - there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
 - there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
 - there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)

⁴ See Addendum to Core Terms, page 2

⁵ See Addendum to Core Terms, page 2

- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18,

34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value or £1,000, whichever is the lower, within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8 Partially ending and suspending the contract

10.8.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.8.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.8.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.8.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure,

but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

11.3 No Party is liable to the other for:⁶

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Charge or Default Management Charge
- any liability that is covered by a Required Insurance

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.9 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

⁶ See Addendum to Core Terms, page 2

- 11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

- 13.1 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Relevant Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 14.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- tell the Supplier to restore or get restored Government Data as soon as practical but no

later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier

- restore the Government Data itself or using a third party

14.8 The Supplier must pay each Party's reasonable costs of complying with Clause 14.7 unless CCS or the Buyer is at fault.

14.9 The Supplier:

- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis

- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
- 15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:
- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
 - on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
 - if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
 - where requested by Parliament
 - under Clauses 4.7 and 16
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information and any Information which is exempt from disclosure by Clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- publish the Transparency Information
 - comply with any Freedom of Information Act (FOIA) request
 - comply with any Environmental Information Regulations (EIR) request
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's

decision, which does not need to be reasonable.

17. Invalid parts of the contract

- 17.1 If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

- 18.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

- 19.1 No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- provides a Force Majeure Notice to the other Party
 - uses all reasonable measures practical to reduce the impact of the Force Majeure Event
- 20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 20.3 Where a Party terminates under Clause 20.2:
- each party must cover its own Losses
 - Clause 10.5.2 to 10.5.7 applies

21. Relationships created by the contract

- 21.1 No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

- 22.1 A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

- 23.1 The Supplier cannot assign a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- their name
 - the scope of their appointment
 - the duration of their appointment

24. Changing the contract

- 24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties
- 24.2 The Supplier must provide an Impact Assessment either:
- with the Variation Form, where the Supplier requests the Variation
 - within the time limits included in a Variation Form requested by CCS or the Buyer
- 24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- agree that the Contract continues without the Variation
 - terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
 - refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
- that the Supplier has kept costs as low as possible, including in Subcontractor costs
 - of how it has affected the Supplier's costs
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
 - give the Indemnifier reasonable assistance with the claim if requested
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
 - the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

- 27.1 The Supplier must not during any Contract Period:
- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
 - do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them
- 27.2 The Supplier must during the Contract Period:
- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
 - keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
 - if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures
- 27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
- been investigated or prosecuted for an alleged Prohibited Act
 - been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
 - received a request or demand for any undue financial or other advantage of any kind related to a Contract
 - suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

- 31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.
- 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
 - other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need
- 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
 - indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff
- 31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
 - the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
 - the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
 - the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- Law
 - Clause 12.1
 - Clauses 27 to 32
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- determine the Dispute
 - grant interim remedies
 - grant any other provisional or protective relief
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

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- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

- 35.1 This Contract and any issues arising out of, or connected to it, are governed by English law.

Joint Schedule 5 (Corporate Social Responsibility)
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Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

Joint Schedule 5 (Corporate Social Responsibility)

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- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security**4.1 The Supplier shall:**

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure

Joint Schedule 5 (Corporate Social Responsibility)

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- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours**5.1 The Supplier shall:**

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

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6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Call-Off Schedule 4 (Call Off Tender) – Part 1

(SR257312334) - Fleet Management and Vehicle Lease Services

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Call-Off Schedule 4 (Call Off Tender) – Part 2

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