



# **NHS South, Central and West Commissioning Support Transition / Bridging Agreement**

## **Vehicle Leasing**

**Knowles Associates Total Fleet Management Ltd, Red Lion  
House, The Green, Great Bentley Colchester, Essex, Co7  
8QG – Companies House Ref. No.03185631E**

**A. Introduction**

This **Order Form** is used to enter into an Agreement under which Supplier provides the Services set out below to the Customer. When both parties complete and sign this Order Form, the parties have a legally binding contract consisting of this Order Form and the Terms and Conditions which follow this Order Form.

**B. Contract Details**

<b>Contract Date</b>	3 September 2024
<b>Supplier Contact Details</b>	██████████ Director, ██████████
<b>Customer</b>	NHS England on behalf of South, Central and West (SCW), Commissioning Support Unit, Omega House, 112 Southampton Road, Eastleigh, SO50 5PB
<b>Customer Contact Details</b>	██████████ Head of Service Delivery, Digital, Data & Technology, ██████████
<b>Contract Number or Reference</b>	878 - SCW/NHSSCWCSU/00001163/2017 (CCS RM6096) for van rental as per former contract (with former ██████████) at appendix 1, and cover: <ul style="list-style-type: none"> <li>Former contract 442 (NHS T&amp;Cs) for van rental at appendix 2 with former ██████████</li> <li>SWB Van (Kent &amp; Medway ICB) lease with former ██████████ (no contract as low value)</li> </ul>
<b>Term (from the Start Date)</b>	20 September 2023 - 31 December 2024
<b>Start Date</b>	20 September 2023
<b>Location</b>	N/A
<b>Services</b>	Vehicle leasing as per existing lease agreements. Please see details in appendix 3 for former contract 442 and 878, and quote for 12 months SWB van hire (for Kent and Medway ICB).
<b>Fees</b>	<p><b>Fees and expenses</b> - as per existing lease agreements.</p> <p><b>Invoicing</b> - the Supplier shall invoice the Customer for the Fees, monthly in arrears.</p> <p><b>Payment</b> - the Customer shall pay any such invoice submitted by the Supplier within 30 days of the date of the invoice (which cannot be prior to submission), into such bank account as the Supplier may nominate to the Customer from time to time in cleared funds without any deductions or set off.</p> <p><b>Review Date</b> - N/A</p>

**C. Signatures**

I confirm I have read and agree to the Terms and Conditions overleaf.	
Signed for and on behalf of <b>Supplier</b> by:  Signed: ██████████  Name: ██████████ Position: Director Date: 02/09/2024	Signed for and on behalf of <b>Customer</b> by:  Signed: ██████████  Name: ██████████ Position: Chief Digital Information Officer Date: 10/09/2024

**Reference Numbers**

Unique Contract ID	878	442	K&W ICB One Domain
Order Number	P ██████████	PO ██████████	PO ██████████

New purchase order number for this Bridging Agreement (valued at £165k excluding VAT): **TBC**



## D. TERMS AND CONDITIONS

### 1. Interpretation

1.1. In this Agreement the following words shall have the following meanings:

“Agreement” means these terms and conditions and the Order Form. This Agreement is formed (and becomes legally binding) when the parties complete and sign the Order Form.

“Confidential Information” means any and all information, data and material of any nature which one Party may receive or obtain from the other in whatever form in connection with the operation of this Agreement or otherwise relating in any way to the business, operations and activities of that Party, its employees, consultants, patients, agents and/or any other person with whom that Party has dealings.

“Customer” means the ‘customer’ as specified in the Order Form.

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

“Deliverable” means all documents (including any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form), products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form.

“Disclosure Laws” means the Freedom of Information Act 2000; the Environmental Regulations 2004; and the Codes of Practice on Access to Government Information, on the Discharge of Public Authorities’ Functions and on the Management of Records.

“Employment Liabilities” means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs

(including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever.

“Expenses” means the expenses payable by the Customer in respect of the provision of the Services as set out in the Order Form.

“Fees” means the fees payable by the Customer under this Agreement as set out in the Order Form.

“Intellectual Property Rights” means patents, trademarks, service marks, trade names, copyright, rights in databases, rights in designs, know-how and all and any rights of a like nature and any applications for protection of any of these rights.

“Location” means the location set out in the Order Form.

“Order Form” means the foregoing Order Form, which when completed and signed incorporates these terms and conditions.

“Pre-existing Materials” means all documents (including any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form), information and materials provided by the Supplier relating to the Services which existed prior to the commencement of this Agreement.

“Review Date” means the review date set out in the Order Form.

“Services” means the services to be delivered by the Supplier, as detailed in the Order Form.

“Start Date” means the ‘start date’ specified in the Order Form.

“Supplier” means NHS England (of Quarry House, Quarry Hill, Leeds, LS2 7UE) as host for NHS South, Central and West Commissioning Support Unit of Omega House, 112 Southampton Road, Eastleigh, SO50 TPB.

“Transfer Date” means the Start Date.

“Transferring Employees” means all those employees, if any, assigned by the Customer to the provision of a service that is fundamentally the

same as the Services immediately before the Transfer Date.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law.

## 2. SUPPLIER'S OBLIGATIONS

- 2.1. Subject to the payment of the applicable Fees, from the Start Date indicated on the Order Form and for the duration of this Agreement the Supplier shall provide the Services in accordance with the terms of this Agreement.
- 2.2. The Supplier shall use reasonable care and skill in providing the Services.

## 3. CUSTOMER OBLIGATIONS

- 3.1. The Customer shall:
  - 3.1.1. provide prompt co-operation and assistance and any information and/or documentation that the Supplier may reasonably require in order to enable the Supplier to provide the Services; and
  - 3.1.2. permit the Supplier staff to have such access as the Supplier may reasonably require to its premises and facilities for the purpose of providing the Services.

## 4. FEES

- 4.1. The Fees and Expenses are due on the dates they are expressed as payable in the Order Form.
- 4.2. The Supplier shall be entitled to submit an invoice to the Customer at any time for any Fees and Expenses due in accordance with the Order Form (and the Supplier shall be entitled at its option to aggregate all applicable Fees into one invoice). The Customer must pay the Supplier's invoices (without deduction) no later than 30 days from the date of the applicable invoice.
- 4.3. All Fees and Expenses payable by the Customer to the Supplier under this Agreement are exclusive of customs, handling, import and / or export duties and all VAT and general sales tax (GST) (or equivalent sales tax), sales, withholding or other taxes (other than income tax to which the Supplier may be subject). If any amount due under this Agreement is subject to customs, handling, import and / or export duties and / or VAT, GST, sales, withholding or any

other tax (other than income tax applicable to the Supplier) which has the effect of reducing the amount of money which the Supplier would have been entitled to receive from the Customer or to retain under this Agreement but for such tax, the Customer will, at the Supplier's request, pay to the Supplier such additional sum at the rate for the time being prescribed by law for that tax.

- 4.4. On each Review Date, the Supplier may adjust the Fees, and such adjustment shall be effective from the date of the relevant anniversary. The Supplier shall notify the Customer in writing of any such changes within a reasonable period.
- 4.5. If any sum payable under this Agreement is not paid on the due date for payment under Clause 4.1, then (without prejudice to the Supplier's other rights and remedies) the Supplier reserves the right to: (i) charge statutory interest on that sum in the manner prescribed by, and at the then prevailing rate specified in, the Late Payment of Commercial Debts (Interest) Act 1998 (as amended); and / or (ii) suspend provision of the Services until the overdue payment is paid in full, including any interest that may be due on such payment in accordance with Clause 4.5(i).

## 5. TERM AND TERMINATION

- 5.1. This Agreement shall commence on the Start Date and shall remain in force for the Term, subject to earlier termination in accordance with this Clause 5.
- 5.2. Either party shall be entitled to terminate this Agreement immediately on written notice if the other party: (i) commits any material breach of this Agreement (and, if that breach is remediable, fails to remedy that breach within thirty (30) days' written notice of that breach); or (ii) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or ceases to carry on its business or substantially the whole of its business; or it becomes or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or if a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer is appointed over any of its assets.
- 5.3. In the event that the Customer fails to pay to the Supplier any undisputed sums under this Agreement when due, the Supplier shall notify the Customer and allow the Customer five (5) working days to pay the applicable sum. If the Customer fails to pay the applicable amount

within five (5) working days the Supplier may terminate this Agreement by giving 7 working days' notice to the Customer in writing.

**6. INTELLECTUAL PROPERTY**

6.1. As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier.

**7. CONFIDENTIAL INFORMATION**

7.1. Each Party shall, and shall use all reasonable endeavours to ensure that any person employed or engaged by that Party shall:

7.1.1. keep the other Party's Confidential Information confidential; and

7.1.2. use the other Party's Confidential Information only for the purposes of the performance of obligations under this Agreement.

7.2. Each Party shall restrict access to the other Party's Confidential Information to those persons employed or engaged by that Party, or to professional advisers, who need to know the Confidential Information in connection with the performance of obligations under this Agreement.

7.3. The provisions of Clauses 7.1 and 7.2 shall not apply to any information which:

7.3.1. is or becomes public knowledge other than by breach of this Clause 7; or

7.3.2. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

7.3.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

7.3.4. is independently developed without access to the other Party's Confidential Information; or

7.3.5. is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction.

**8. DATA PROTECTION**

8.1. In Clauses 8.1, 8.2, 8.3 and 8.4 "data controller", "data processor", "personal data", "process", "data subject" and "personal data breach" have the meanings given to them in the Data Protection Legislation. The parties shall each comply with their respective obligations under applicable data protection laws. If the Supplier processes any personal data on the Customer's

behalf when performing its obligations under this Agreement, the Customer shall be the data controller of such personal data and the Supplier shall be the data processor, and the Supplier shall: (i) process the personal data in accordance with the terms of this Agreement and on the Customer's instructions (which are set out in Schedule 4) unless the Supplier is required by applicable laws to otherwise process that personal data, in which case it shall notify the Customer of this before performing the processing (unless prohibited from doing so); (ii) take reasonably appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage; (iii) ensure that all personnel who have access to and / or process the personal data are obliged to keep the personal data confidential; (iv) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (v) notify the Customer without undue delay on becoming aware of a personal data breach; (vi) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Agreement unless required by applicable laws to store the personal data; (vii) maintain complete and accurate records and information to demonstrate its compliance with this Clause 8 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

8.2. The Supplier shall not transfer any personal data outside the UK unless the prior written consent of the Customer has been obtained (such consent not to be unreasonably withheld or delayed) and: (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; and (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred.

8.3. The Supplier shall not appoint a third party processor of personal data under this Agreement without the prior written consent of the Customer (such consent not to be



unreasonably withheld or delayed). The Supplier shall enter with any approved third party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 8 and in any case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed pursuant to this Clause 8.3.

- 8.4. Where the Supplier processes any personal data on the Customer's behalf the Customer shall ensure that it is entitled to transfer that personal data to Supplier so that Supplier may lawfully use, process and transfer the personal data in accordance with this Agreement.

## 9. LIABILITY

- 9.1. References to liability in this Clause 9 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2. Nothing in this Agreement shall exclude or limit either party's liability for: (i) death or personal injury caused by its negligence; and / or (ii) fraud or fraudulent misrepresentation.
- 9.3. Subject to Clause 9.2, the Supplier shall not be liable to the Customer for (a) any indirect or consequential loss or (b) any loss of income, use, profits, business, contracts, revenues or anticipated savings whether arising from tort (including, without limitation, negligence or breach of statutory duty), breach of contract or otherwise.
- 9.4. Subject to Clause 9.2, the Supplier's aggregate liability to the Customer whether in contract, tort (including, without limitation, negligence or breach of statutory duty) or howsoever otherwise arising out of or in connection with this Agreement during the Term shall not exceed £165,000.00

## 10. CHANGES

- 10.1. No changes to this Agreement shall be valid unless made in writing and signed by the authorised representatives of both parties.

## 11. DISPUTES

- 11.1. Any dispute arising under this Agreement should first be escalated to the senior management of each party. If the dispute remains unresolved for

more than twenty (20) working days, the parties will attempt in good faith to resolve the dispute by mediation. The foregoing provisions of this Clause 11.1 shall not apply to any disputes over recovery of a debt, and shall not restrict either party from seeking injunctive relief.

- 11.2. If the procedure set out in Clause 11.1 above fails to resolve such dispute, the Parties will attempt to settle it by mediation. Within five (5) working days following the exhaustion of the procedure in Clause 11.1, the Parties must submit the dispute to mediation arranged by NHS England on the basis that both Parties are NHS bodies (which for the avoidance of doubt has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012).

- 11.3. Mediation as set out in Clause 11.2 will follow the mediation process arranged by NHS England from time to time.

- 11.4. This Agreement (and any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation) is governed by the laws of England and, subject to Clauses 11.1 to 11.3, the exclusive jurisdiction of the courts of England and Wales.

## 12. FREEDOM OF INFORMATION

- 12.1. The Parties shall co-operate and assist one another so as to enable them to meet their respective obligations under the Disclosure Laws. Without prejudice to the generality of the foregoing, where a Party (the "Recipient") receives a request for information which is covered by the Disclosure Laws and which relates to the other Party's information ("Requested Information"), the Parties shall comply with the following procedures:

12.1.1. the Recipient shall, before making any disclosure of the Requested Information and as soon as reasonably practicable after receiving the request, notify the other Party of the receipt of such request and of the nature and extent of the information covered by the request;

12.1.2. following notification under Clause 12.1.1, the other Party may make representations to the Recipient as to whether and on what basis the Requested Information is covered by any exemption in the Disclosure Laws and should not therefore be disclosed, including, where relevant,

the balance of the public interests in disclosure and non-disclosure (“Representations”). Such Representations shall be provided to the Recipient no later than five (5) working days following the notification under Clause 12.1.1;

- 12.1.3. the Recipient shall reasonably consider any Representations before reaching a determination on whether it is obliged to disclose the Requested Information. However, the Parties acknowledge that in all cases it is for the Recipient (having full regard to any applicable guidance or codes issued by the Information Commissioner) to determine whether it is obliged to disclose the Requested Information under the Disclosure Laws, including where the public interest lies in relation to the disclosure; and
- 12.1.4. if the Recipient determines that it is obliged to disclose the Requested Information, it shall notify the other Party of this decision not less than 24 hours in advance of disclosure being made.

### 13. TUPE

- 13.1. If there is any relevant transfer of staff from the Customer to the Supplier, as defined by TUPE, the Customer shall indemnify and keep indemnified the Supplier in relation to any Employment Liabilities arising out of or in connection with any claim which arises as a result of any act or omission of the Customer in relation to the Transferring Employees prior to the Transfer Date save for where such act or omission results from complying with the instructions of the Supplier.
- 13.2. If there is any relevant transfer of staff from a Previous Supplier to the Supplier as defined by TUPE, the Customer shall procure that the Previous Supplier will indemnify and keep indemnified the Supplier in relation to any Employment Liabilities arising out of or in connection with any claim which arises as a result of any act or omission of the Previous Supplier in relation to the Previous Supplier’s employees prior to the Transfer Date save for where such act or omission results from complying with the instructions of the Supplier.

### 14. GENERAL PROVISIONS

- 14.1. Assignment. Except as otherwise set out in this Agreement, neither party shall assign, subcontract, or otherwise transfer this

Agreement or any of its rights and duties under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed (except that where the Customer seeks consent, such consent shall be subject to the Supplier being entitled to charge its reasonable Fees), and provided always that the Supplier shall be permitted to assign or otherwise dispose its rights and obligations to another Supplier group entity. The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

- 14.2. Publicity. The Customer shall not, without the Supplier’s prior written consent, publicise the existence and / or nature of this Agreement. Supplier shall be entitled to publicise its relationship with the Customer and the existence and / or nature of this Agreement in its press releases, announcements, and / or its sales and marketing literature.
- 14.3. Third Party Rights. A person who is not a Party to this Agreement shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. A person who is not a Party to this Agreement shall not be entitled to object to, or be required to consent to, any variation to this Agreement.
- 14.4. Relationship. Nothing in this Agreement shall render the Customer a partner or an agent of the Supplier and the Customer shall not purport to undertake any obligation on the Supplier’s behalf nor expose the Supplier to any liability nor pledge or purport to pledge the Supplier’s credit.
- 14.5. Force Majeure. Neither party shall be in breach of this Agreement to the extent that it is prevented from performing its duties and obligations under this Agreement directly or indirectly as a result of a Force Majeure Event. “Force Majeure Event” means any event beyond the reasonable control of the relevant party, and includes, without limitation any: (i) act of God (including adverse weather conditions), explosion, flood, tempest, fire, or accident; (ii) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites; (iii) war or threat of war, sabotage, insurrection, act of terrorism, civil disturbance, or requisition; (iv) strikes, lock-outs or other industrial actions, or trade disputes; (v) difficulties in obtaining raw materials, labour, fuel, parts, or machinery; (vi) power failure or



Bribery Act 2010 or the Modern Slavery Act 2015 (and equivalent legislation in any other jurisdiction).

breakdown in machinery; (v) unavailability of or issues in third party networks or services, including (without limitation) the internet; (vi) epidemic or pandemic; (vii) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; or (viii) non-performance by (or insolvency of) suppliers or subcontractors.

- 14.6. Entire Agreement. This Agreement supersedes any prior contracts, arrangements and undertakings between the parties, whether written or oral, in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter. The Customer agrees that it will have no remedy in respect of any untrue statement or representation made to it upon which it relied in entering into this Agreement and its only remedies can be for breach of contract (unless the statement was made fraudulently).
- 14.7. Severance. If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.
- 14.8. No Waiver. No delay, neglect or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice those rights.
- 14.9. Notices. All notices (which include invoices and correspondence) under this Agreement shall be in writing and shall be sent to the postal or email address of the recipient set out in the Order Form or in the definition of Supplier, or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, or by email and shall be deemed to have been served if by hand when delivered, if by courier service or first class post 48 hours after delivery to the courier or posting (as the case may be), or if by email immediately.
- 14.10. No Bribery or Modern Slavery. The Customer warrants that it (and any member of its supply chain): (i) has not committed and will not commit an offence under the Bribery Act 2010 or Modern Slavery Act 2015 (and equivalent legislation in any other jurisdiction) in relation to this Agreement or any other contract with the Supplier; (ii) has adequate procedures in place to prevent its associated persons and supply chain from committing an offence under the



[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	

SWB van hire (for Kent and Medway ICB)



Knowles Associates TFM Ltd  
 Red Lion House, The Green  
 Great Bentley, Colchester  
 Essex. CO7 8QG

[REDACTED]

[REDACTED]

Date: 23 August 2024

CONFIRMATION OF COST FOR HIRE VEHICLE

The cost for a SWB van to hire for another year will be [REDACTED] subject to any daily rate increase by the hire car company in the next 12 months.

Kind Regards

[REDACTED]

Customer Services  
 Knowles Associates